



**Nutzfahrzeuge**

## **Terms and Conditions of Use for the Volkswagen Commercial Vehicles Marketing Database**

These Terms and Conditions of Use govern the use of the Volkswagen Commercial Vehicles Marketing Database (the "Database") of Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg, Germany, registered in the commercial register of Braunschweig District Court under no HRB 100484 ("Volkswagen AG"). The Database is a central database in which images, videos, flyers, etc. (the "Marketing Items") are available to download electronically for a charge (in some cases) for commercial use and for marketing purposes.

The Database must only be used in accordance with and within the scope of the following provisions. Any collection and processing of personal data is carried out solely within the scope of the [Data Protection](#).

### **1. Authorised users and access authorization**

- 1.1. The sole parties authorised to use the Database are employees (the "Users") of Volkswagen AG and its subsidiaries, authorised Volkswagen dealers, Volkswagen sales centres (retailers), Volkswagen service partners and importers of Volkswagen brand commercial vehicles (the "Subsidiaries or Sales Companies").
- 1.2. The Database is password-protected and can only be used after the User has been granted access authorisation.
  - 1.2.1. To obtain access authorisation, the User must request individual login credentials for the Database on the [vwn-marketing.de](http://vwn-marketing.de) registration page. If the User has a legitimate interest to use the Database, he or she will be authorised by Volkswagen AG and will receive a double opt-in email at the email address specified by him or her. This email will contain a personal activation link, which the User must click on in order to confirm his or her email address is correct. Clicking the link will complete the registration process, and the User will then be able to use the Database within the limits of the authorisation granted to him or her.
  - 1.2.2. Agencies that have been appointed by Volkswagen AG or a Subsidiary or Sales Company may also gain access to the Database on request. A contact name and email address must be specified for this with the consent of the agency's client.
  - 1.2.3. The Subsidiary or Sales Company must notify the Database Support Team ([vwn@kittelberger.de](mailto:vwn@kittelberger.de)) if a User is no longer in its employment/no longer works for it or the collaboration with an appointed agency has ended.

- 1.3. Access authorisation for the Database is not transferable. The User may not pass on his or her access credentials to other employees or third parties or make the credentials accessible to them.
- 1.4. Volkswagen AG has the right to withdraw the User's access authorisation at any time. This may occur in particular if the User is no longer employed by/no longer works for Volkswagen AG, a Subsidiary or Sales Company or an appointed agency, the collaboration with an agency ends or the User breaches these Terms and Conditions of Use. Once access authorisation has been withdrawn, the User may no longer use the Database.

## **2. Use of the Database and entry into a contract**

- 2.1. The Database allows Users to search for and download Marketing Items for various models and model variations of Volkswagen commercial vehicles for various communication channels for the market in question and to use such Marketing Items for marketing the particular vehicles offered and mobile online services. The Database must not be used for any other purpose.
- 2.2. The User may place a Marketing Item into the shopping basket directly from the summary view. Alternatively, by clicking on the "Details" button, the User can view details of the Item and its essential information (e.g. title, entry date, media type, file size, file type, creation date, price, copyright notice). The User can also place the Marketing Item in the shopping basket in this view, or download it immediately. In addition to the high-resolution (hi-res) file, which is subject to a charge, in many cases the User can also download free, lower resolution versions. If the shopping basket contains Marketing Items which are subject to a charge, clicking on the "Shopping basket" button will open a summary of all Marketing Items selected. The User can review his or her Items here and make changes. Clicking on "Continue" will open another page showing a summary of charges per Item and a field for the invoice address. Clicking on the "Binding order)" button will create a contract on rights of use between the User and Volkswagen AG concerning the selected Marketing Item(s). Immediately after the Item(s) has/have been ordered, a confirmation email will be sent to the email address entered by the User.
- 2.3. Searching and viewing thumbnails in the Database is always free of charge. Downloading Items for a charge may incur costs of up to EUR 95.00 net per Marketing Item; the charges are indicated in the detailed view and the order summary of the shopping basket. "EUR 0" is shown for free downloads. Volkswagen AG saves all orders placed by a User and issues a monthly invoice to the User for all Items that are subject to a charge. If the User's user authorisation is withdrawn during a month, Volkswagen AG has the right to invoice the User for any downloads made up to that date. Invoicing is undertaken by Arvato Distribution GmbH, Daimler-Str. 1, 33428 Harsewinkel, Germany on behalf of Volkswagen AG.

- 2.4. The Marketing Items provided in the Database have a copyright notice. Use of all Marketing Items in the Database is strictly subject to the restrictions specified in the copyright notice. Thumbnails must only be used for searching in the Database and must not be used publicly as a form of advertising material under any circumstances. If the User's intended use of the Item is not possible under the copyright notice, it is possible to acquire the rights separately in individual cases. In such cases, the User must submit a request via the Database. In all other respects, the copyrights, name rights, trademark rights and other property rights of Volkswagen AG and third parties must be observed.

### **3. Rights of use and the User's responsibility**

- 3.1. The User has the right to use the Database and its contents or parts thereof in accordance with these Terms and Conditions of Use. This right is non-exclusive and cannot be transferred or sub-licensed. Use is limited geographically to the User's own market.
- 3.2. The User must not pass on the Marketing Items and other content of the Database to third parties or make the Marketing Items and other content accessible to them, nor use the Marketing Items and other content for private purposes.
- 3.3. The User is solely responsible for publication of the Items. In particular, the User must comply with the applicable local law and preserve the reputation and image of Volkswagen AG.
- 3.4. The User may not change or edit the content of the Database, remove copyright information or notices or carry out any other manipulation, such as falsification.
- 3.5. The User indemnifies Volkswagen AG against all damage sustained by Volkswagen AG from unauthorised use and publication of the Database content.

### **4. No guarantee given by Volkswagen AG**

- 4.1. All information in the Database has been checked carefully. Volkswagen AG makes all reasonable efforts to ensure the content offered in the database is up to date and accurate. Volkswagen AG cannot guarantee that the Database is complete, accurate or up to date, or that it will be available at all times.
- 4.2. Volkswagen AG reserves the right to make changes to the Items offered in its Database or to take down the Database at its discretion at any time without notice. It has no obligation to keep the Database up to date.

### **5. Concluding provisions**

- 5.1. Volkswagen AG reserves the right to make changes to these Terms and Conditions of Use that are reasonable to the User and that only affect future usage. In the event of a change to the Terms and Conditions of Use, the User will be notified and the User's agreement to any changes to the Terms and Conditions of Use will be

requested. The User must observe the most recent version of the Terms and Conditions of Use.

- 5.2. Should one or more provisions of the Terms and Conditions of Use be or become invalid, the validity of these Terms and Conditions of Use will not be affected. In such a case, the invalid provision will be replaced by a valid provision that best reflects the economic purpose of the invalid provision. The same applies to any loopholes.
- 5.3. The law of the Federal Republic of Germany applies. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. The sole place of jurisdiction for any and all claims arising from or in connection with the Database is the court competent for Volkswagen AG.