

## TERMS AND CONDITIONS FOR LYNK & CO'S WORKSHOP APPLICATIONS

### 1. INTRODUCTION

These are the terms of service (the “**Terms**”) for the workshop-related applications collectively made available on Lynk & Co’s website as made available for Partners (as defined below) (the “**Workshop Applications**”). The Workshop Applications are owned and operated by Lynk & Co International AB, reg.no. 559151-8161, with registered address at Planetgatan 6, SE-417 55 Gothenburg, Sweden (“**Lynk & Co**” or “**We**”, “**Us**” or “**Our**”), and includes any affiliate of Lynk & Co International AB, meaning an entity that directly or indirectly through one or more intermediaries is owned by more than fifty percent (50 %) by Lynk & Co (“**Affiliate**”). “**Partner**” means an independent business providing repair and maintenance-related services to Lynk & Co vehicles and which has been granted access to the Workshop Applications by Lynk & Co. These Terms does not create any agency, partnership or joint venture between Lynk & Co and the Partner.

The Workshop Applications provide Partners with access to applications and services needed to repair and service Lynk & Co vehicles. Through the Workshop Applications, various information is made accessible to Partners, including, but not limited to, diagnostic information, service information and parts information (which may be provided in different formats and can include technical specifications, text, instructions, pictures, diagrams etc.) related to Lynk & Co vehicles, under these Terms.

### 2. REGISTRATION

To become a Partner, an authorized representative of the organization, must submit a registration request and be approved by Lynk & Co.

Personnel and other private individuals authorized by a Partner (“**You**” or “**Your**”) are entitled to access the Workshop Applications by having an individual user account registered by Lynk & Co. To create an account, an authorized representative of the Partner must contact Us. In doing so, the authorized representative of the Partner acknowledges and accepts that the Partner is fully responsible for all individuals for whom the Partner requests a user account. Therefore, what is stated in these Terms as obligations for the individual user shall apply, *mutatis mutandis*, to the Partner. In accordance therewith, the Partner accepts that Lynk & Co is entitled to hold the Partner responsible for all actions, or omissions to act, by the individual that a user account is requested for.

When requesting to have an account created, the authorized representative of the Partner and You acknowledge that these Terms have been read and accept that a binding agreement has been entered into for the use of the Workshop Applications, which is always subject to these Terms (“**Agreement**”).

To have an account created, the Partner and You must complete the registration process, following any instructions provided by Us, and provide the requested information correctly and truthfully. When requesting an account to be created, You and the Partner warrant that You are authorized to accept this Agreement in Your capacity as an authorized affiliate to the Partner.

### 3. FEES AND PAYMENT

Submitting a registration request requires the appropriate fee to be paid. The fee covers the administrative costs of handling your registration request and is non-refundable.

Information within the Workshop Applications is provided by us without payment of any additional fee. Diagnostic functionality and software update requires that the appropriate fee (“Car Connection Credit”) is paid prior to access.

Payment for access to Repair and Maintenance Information (“RMI”) in bulk (“Bulk RMI”) Bulk RMI can only take place once an appropriate license agreement has been signed. Once the agreement has been signed an invoice will be issued by Lynk & Co and upon receipt of payment access to Bulk RMI will be granted for the duration of the license period.

Payment can be made online with a credit card. We may use a third party to process Your payment and You may be required to accept separate terms and conditions of that third party in order to make payment. We do not assume any liability in relation to the availability or functionality of a third-party service, or the processing of personal data within that service.

Lynk & Co reserves the right to suspend or block access for non-payment. All amounts are non-refundable unless Lynk & Co cancels the provision of the Workshop Support Platform or agrees to provide a refund e.g., fees paid for access already covered by another service.

### 4. CONDITIONS OF USE

You must (i) have an account created and hold a user account and (ii) accept these Terms, to access and use the Workshop Applications.

You also agree that use of the Workshop Applications is subject to Our [Privacy Notice](#) that describes how We handle personal data.

You are personally responsible for Your individual user account and for ensuring that Your use of the Workshop Applications complies with these Terms and any other instructions issued by Lynk & Co in regard to the use of the Workshop Applications or any other matter relating thereto.

You may only use the Workshop Applications in the country where the Partner is located.

On the Workshop Applications, or in connection therewith, You may be able to upload or otherwise provide text or other content viewable and accessible by Lynk & Co and/or other users (“**Content**”). By submitting Content, You grant Lynk & Co and its Affiliates, without any compensation, a worldwide, perpetual, irrevocable, sublicensable license to copy, adapt, create derivative works of, reproduce, incorporate, distribute, modify, and otherwise use in any way such Content. By submitting Content, You warrant and represent that You have the right to submit such Content in accordance with these Terms and that such Content does not infringe on the rights of any third party.

You warrant at all times that You: (a) are authorized by the Partner; (b) have the authority to enter into the Agreement under these Terms; and (c) will not use the Workshop Applications in a way that would be in conflict with applicable laws or regulations, such as laws on intellectual property rights or traffic regulations. Usage threatening the security of the Workshop Applications as well as any usage that may damage or interfere with Our, or a third party’s technical infrastructure, or others’ use of the Workshop Applications is also prohibited.

You shall not damage, disable, or in any other way impair the Workshop Applications or in relation to the Workshop Applications introduce viruses, “worms”, malware, spyware, “trojan horses” or other malicious code or programs that may damage the operation of the Workshop Applications.

The use and/or creation of an account required for the Workshop Applications under a false identity, or otherwise by means of incorrect information, is prohibited and may also be a criminal offense.

The Workshop Applications requires a password, and You must choose a password that is difficult for others to reveal. We may establish requirements in respect of what is considered a sufficiently secure password. You are solely responsible for keeping Your password secret and must not reveal it to third parties, including, but not limited to, other authorized personnel of the Partner. If You suspect that any third party has gained access to Your password, You shall immediately change the password. If You suspect that any third party has gained unauthorized access to the Workshop Applications, please [Contact Us](#).

## 5. USER LICENSE AND INTELLECTUAL PROPERTY RIGHTS

All intellectual property rights in and to the contents of the Workshop Applications (including but not limited to any software) are at all times Our or Our affiliates' and/or licensors' exclusive property. “**Intellectual property rights**” means any present or future inventions, patents, trademarks, copyright, moral rights, design rights, database rights, know-how, techniques, trade or business or company name, software, code, or other intellectual or industrial property in any materials, works, concepts or ideas, whether tangible or intangible, registrable or not registrable, registered or not registered.

In respect of accessing or downloading intellectual property rights and any other information and content available therein, Lynk & Co grants You a limited, non-exclusive, non-transferrable, non-sublicensable, and revocable license strictly for the purposes for which it has been made available.

Except as otherwise expressly provided in these Terms, the intellectual property rights and any other information and content made available in the Workshop Applications may not be copied, reproduced, redistributed, sold, filed, or used in any manner, without the written permission of Lynk & Co or, if such information or the portion thereof to be copied, distributed, or used is proprietary to a third party, the permission of that third party.

Unless allowed by law, You may not share, disseminate or publish intellectual property rights and any other information available through the Workshop Applications, or reverse, compile, decompile, disassemble, reproduce, save, modify or create derivative works, or incorporate any content from the Workshop Applications into other material, without prior written permission from Lynk & Co. Any breach of this restriction or other failure to comply with any term(s) of this license may result in suspension or termination of the provision of the Workshop Applications or any part thereof.

Unless otherwise indicated, marks, corporate logos, domain names, and emblems are subject to trademark rights of Lynk & Co or Our licensors' and, as the case might be, third parties' trademark rights.

This license expires when the Terms are terminated or when You stop using the Workshop Applications or close Your account.

## 6. CHANGES IN THE TERMS OR CONTENT

We may, from time to time, change these Terms. Changes will be made available to You, in an appropriate manner as decided by Lynk & Co, and You may be required to accept such changed Terms before continuing to use the Workshop Applications.

We may add or remove functionalities or features, or content, in the Workshop Applications, discontinue, in whole or in part, or generally changing the Workshop Applications to keep them useful and up to date. We will use reasonable efforts to notify You of any material changes.

You are always entitled to stop using the Workshop Applications and terminate Your agreement under these terms in accordance with these Terms if You do not consent to changes to these Terms.

## 7. CONFIDENTIALITY

You shall: (a) only use Confidential Information for the purposes of this Agreement (b) only disclose Confidential Information to a third party with the prior written consent of Lynk & Co, and (c) ensure that any third party to whom Confidential Information is disclosed is under similar obligations of confidentiality.

**“Confidential Information”** shall include, but not be limited to, code, inventions, know-how, product plans, inventions, and technical and financial information disclosed by Lynk & Co under this Agreement or

otherwise made available on or through the Workshop Applications, which is identified as confidential or should reasonably be considered confidential based on the circumstances surrounding the disclosure and the nature of the information disclosed.

These confidentiality provisions shall not apply to any Confidential Information that: (a) is in or comes into the public domain other than by breach of this Agreement; (b) is or has been independently generated by the receiving party; (c) is known by the receiving party prior to disclosure; or (d) is properly disclosed pursuant to a statutory obligation or the order of a court of competent jurisdiction or of a competent regulatory body or stock exchange.

You shall: (a) ensure that You comply with this clause; (b) inform Lynk & Co immediately if You discover that this clause has been breached and shall provide Lynk & Co all reasonable assistance in connection with any proceedings; and (c) return to Lynk & Co, upon Lynk & Co's request, all of the Confidential Information which is in a physical form (including all copies) and shall, on request, destroy any other records (including those in machine-readable form) containing Confidential Information of Lynk & Co or any of its Affiliates.

In the event that You become (or it is reasonably likely that You will become) legally obligated to disclose any Confidential Information, prompt notice of such fact must be given to Lynk & Co prior to any disclosure so that Lynk & Co may seek an appropriate remedy to prevent or restrict the disclosure or waive compliance with the provisions of this Agreement preventing the disclosure. If You are obligated to disclose the Confidential Information, You shall fully cooperate with Lynk & Co in the event that Lynk & Co elects to challenge the validity of the obligation. These confidentiality obligations shall continue for a period of three (3) years from the expiry or termination of this Agreement.

## 8. DISCLAIMER OF WARRANTY

Except as otherwise set out in these Terms and to the extent permitted by law, neither We, nor any of Our affiliates will have any liability to You or to any third party that arises out of or relates to provision of the Workshop Applications or any dispute, controversy or claim that arises out of or relates to Your actions or inactions, or the provision of the Services.

The Workshop Applications and any therein included content are provided on an 'as is' basis, and Your use is at Your own risk, with no form of guarantee or warranty including that the Workshop Applications or content will meet Your requirements or be available on an uninterrupted, secure, or fault-free basis, or regarding the quality, accuracy, timeliness, truthfulness, completeness, or reliability of any of the Workshop Applications or content. Without limiting the foregoing, We and Our affiliates expressly disclaim all warranties concerning saleability, appropriateness for a specific purpose, freedom from interference or freedom from intrusion, or warranties arising in connection with sale or usage for commercial purposes.

You, in the capacity of a professional and representative of the Partner, are responsible for ensuring that any services provided by You to Your or the Partner's customers meet all and any legal requirements and must rely on Your own skill and judgment when using the Workshop Applications in connection with Your services. The Workshop Applications are intended to be used by professionals only but are not a substitute for professional skill and judgment. You are responsible for the supervision, management, and control of Your use of the Workshop Applications. Lynk & Co disclaims all and any responsibility for the application or use of the Workshop Applications by You.

## 9. LIMITATION OF LIABILITY

Except as otherwise set out in these Terms and to the extent permitted by law neither We nor Our Affiliates will be liable for any: (a) incidental, special, exemplary, statutory, punitive or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute Services arising out of or in connection with these Terms or from the use of or inability to use the Workshop Applications or content, whether based on warranty, contract, tort (including negligence), product liability or any other legal basis, and whether or not We or Our affiliates have been informed of the possibility of such damage or were negligent, and even if a limited remedy set forth herein is found to have failed of its essential purpose; or (b) loss exceeding the amount that You have paid to Us (if any) for the use of the Workshop Applications or any part thereof in the twelve (12) months preceding the event on which a claim is based.

## 10. FORCE MAJEURE

Lynk & Co is not liable for any delay or non-performance of its obligations or part thereof in the event such delay or non-performance is due to official action, change in law, war, sabotage, failure or delay in delivery, irregularities in the supply of electricity, telephone connections or other traffic and communications connections and transportation, strike, boycott, pandemic, epidemic, or other similar circumstances beyond the reasonable control of Lynk & Co.

## 11. INDEMNIFICATION

You shall indemnify and defend Us and Our Affiliates from and against any claims, liabilities, losses or damages arising out of, related to, in connection with or resulting from: (a) breach of the Agreement and/or these Terms; (b) the actual or alleged violation or infringement of any intellectual property rights; or (c) Your gross negligence or willful misconduct.

## 12. TERMINATION

These Terms will continue to apply until the Agreement is terminated in accordance with these Terms or upon Your cancellation of Your account. Upon termination, regardless of reason, You will no longer have access to the Workshop Applications. Additionally, the Partner may request the termination of all user

accounts affiliated to the Partner, whereby Your access to the Workshop Applications will cease accordingly.

We reserve the right to, permanently or temporarily, discontinue the provision of any of the Workshop Applications to You and/or the Partner (including all user accounts related to the Partner) and/or terminate or suspend any Agreement and/or user account:

- i. if Your employment (or other applicable type of affiliation) with the Partner ceases, regardless of reason;
- ii. in the event of Your and/or the Partner's actual or reasonably suspected breach of these Terms;
- iii. if You and/or the Partner are subject to an insolvency event;
- iv. if We, at Our sole discretion, decide to cease providing the Workshop Applications;
- v. if the agreement (if any) between the Partner and Lynk & Co is terminated, regardless of reason.

If Lynk & Co intends to stop providing the Workshop Applications or any part thereof, You will be notified of this within a reasonable time before the Workshop Applications, or any part thereof, are terminated.

**"Insolvency Event"** means that You and/or the Partner: (a) becomes insolvent (b) files a voluntary petition in bankruptcy, (c) has an involuntary petition in bankruptcy filed against it (d) has a receiver, administrator, custodian or trustee appointed over it or its assets (e) executes an assignment for the benefit of its creditors (f) or is subject to any substantially similar circumstance.

If Your agreement ends for whatever reason, this will not affect any provisions which by their nature are intended to continue to apply following such expiry or termination.

### 13. ASSIGNMENT

Neither party may assign its rights or obligations under these Terms to any third party without the other party's written consent. We may, however, assign its rights and obligations under these Terms to any Affiliate.

### 14. ENTIRE AGREEMENT

The Agreement states all terms agreed, and supersedes all other agreements, between Lynk & Co and You regarding the Workshop Applications.

### 15. APPLICABLE LAW AND VENUE

Swedish Law, without regard to the conflict of law principles, governs all matters arising out of this Agreement. Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination, or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal

shall be composed of three arbitrators. The seat of arbitration shall be Gothenburg, Sweden. The language to be used shall be English.

All information disclosed, and all documents submitted or issued by or on behalf of any of the Parties or the arbitrators in any arbitral proceedings, as well as all decisions and awards made or declared in the course of any such proceedings, shall be kept strictly confidential and may not be used for any purpose other than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates.