

BSH CONNECT TERMS OF USE

Please read these Terms carefully before using the Site.

By using the Site you are agreeing to be bound by and abide by these Terms.

If you choose not to be bound by these Terms then BSH does not grant you the right to use the Site and you must not use the Site.

You must not use or access the Site in violation of these Terms.

1. Site and Terms

The website located at <https://www2.bsh-connect.com/in/crosschannellogin> and all of its content (*Site*) is an online service made available by BSH Household Appliances Manufacturing Pvt. Ltd. (CIN: U29253MH2011FTC218407) referred to in these Terms of Use (*Terms*) as *BSH, we, us, ours*.

2. Agreement to agency agreement

You may only use the Site if you have been authorized to sell goods to customers as agent of, or otherwise on behalf of, BSH. If at the time of accessing the Site you have not entered into such an agreement, by using the Site you:

- a. represent that you or the organization that you represent has received from BSH a copy of an agency agreement to be signed/agreed to by you or the organization;
- b. agree that by using the Site to place orders for goods, you or your organization (as applicable) are bound by the terms of the agency agreement provided by BSH; and
- c. represent and agree that you have the authority to bind the organization that you represent to those terms.

The terms referred to in paragraph b continue to be binding on you until such time as they terminate or expire in accordance with their terms or you enter into a replacement written agreement with BSH. The agreement under which you are authorized to sell BSH goods to customers (whether under the agreement formed under this clause 2 or a separately signed agreement) is an *Agency Agreement*.

3. Variation

BSH may vary these Terms as required from time to time. The up-to-date version of these Terms will be made available on the Site and come into effect from the time they are posted on the Site.

If BSH reasonably considers that any variation of these Terms may result in a material detriment to you, it will take reasonable steps to notify you of the variation (which may be during your next access to the Site).

By continuing to use the Site after these Terms have been varied, you agree to be bound by and abide by these Terms, as varied.

4. Permitted Use

You must only use the Site for the purpose of ordering goods on behalf of customers if you have, or your employer has, been authorized to do so by BSH pursuant to an Agency Agreement, including to:

- a. place, review and retrieve orders and/or quotations;
- b. input customer data;
- c. apply payments to orders and add order notes;
- d. check the status of orders; and
- e. view, download (where required) and print pages from the Site,

Each in accordance with the Agency Agreement (collectively, *the Permitted Use*).

5. Copyright/Trade marks

Except to the extent that you are expressly permitted under the fair dealing provisions or other provisions of the Copyrights Act, 1957 and the Trade Marks Act, 1999 you must not reproduce or otherwise use material, software, text, graphics, and layout in, or trademarks depicted on, the Site except to the extent necessary for the Permitted Use or otherwise with the permission of BSH.

You grant to BSH a non-exclusive, perpetual, irrevocable, fully paid-up, royalty-free license to use and exercise all intellectual property rights in any content posted by you to the Site.

6. Passwords

You will be issued with a user name and password that must be used to access the Site. You are solely responsible for maintaining the confidentiality of your user name and password.

You must not disclose your user name or password to any third party at any time for any reason whatsoever.

You are liable for all activity on the Site, including every order made through or in relation to the Site, using your user name and password.

You agree to:

- a. immediately notify us of any disclosure to a third party of, or unauthorized use of, your user name and password or any other breach of security;
- b. ensure that your user name and password is not used by more than a single user at any point in time, and
- c. ensure that you exit the Site at the end of each session.

7. Rules of conduct

As a condition of use, you must access and use the Site only in accordance with these Terms, the terms contained in the Agency Agreement, and any reasonable directions or guidelines provided by BSH from time to time.

You must not (and must not permit any third party to) either (1) use the Site in a manner that, or (2) upload, post, submit or otherwise distribute or facilitate distribution of any content on or through the Site (including by way of links to content on any other site) that:

- a. infringes any patent, trade mark, trade secret, copyright, right of publicity or other right of any other person or entity or violates any law;

- b. is unlawful, threatening, abusive, harassing, defamatory, misleading or deceptive, fraudulent, invasive of another's privacy, tortious, obscene, vulgar, pornographic, offensive, profane, contains or depicts nudity, contains or depicts sexual activity, or is otherwise inappropriate as determined by us in our sole discretion;
- c. constitutes unauthorized or unsolicited advertising or promotion, junk or bulk e-mail ("spamming"); or
- d. impersonates any person or entity, including any of our employees or representatives.

You must not:

- a. take any action that imposes or may impose (as determined by us in our sole discretion) an unreasonable or disproportionately large load on our (or our third party providers') infrastructure;
- b. interfere or attempt to interfere with the proper working of the Site or any activities conducted on the Site;
- c. bypass, circumvent or attempt to bypass or circumvent any measures we may use to prevent or restrict access to the Site (or other accounts, computer systems or networks connected to the Site);
- d. directly or indirectly introduce or permit the introduction of, any virus, worm, Trojan or other malicious or harmful code into the Site, or in any other manner whatsoever corrupt, degrade or disrupt the Site;
- e. violate or attempt to violate the security of the Site, including accessing data not intended for you; attempting to probe, scan or test the vulnerability of our system or network or to breach security or authentication measures without proper authorization; attempting to interfere with service to any other user; or using any device, software or routine to interfere or attempt to interfere with the proper working of the Site or any activity being conducted on the Site;
- f. run any form of auto-responder or "spam" on the Site;
- g. use manual or automated software, devices, or other processes to "crawl" or "spider" any page of the Site; or
- h. harvest or scrape any content from the Site.

8. Unauthorized access to information

Nothing in the Site is to be taken as extending any facility, power or approval to you to:

- a. search for or access information and details, including Confidential Information, which you are not authorized to search for and/or access; or
- b. lodge orders that are not genuine and legitimate orders made by genuine and legitimate customers.

9. Suspension

BSH may suspend your access to the Site at any time for any reason (including, without limitation, for the purposes of maintenance of the Site) without having to give you notice.

10. Limitation of liability

The Indian Consumer Protection Law may confer certain rights and remedies on you in relation to the provision by BSH of goods or services under these Terms. These Terms do not exclude, restrict or modify

the application of any condition, warranty, guarantee, right or remedy conferred by or implied under any provision of the Indian Consumer Protection Law or any other statute where to do so would contravene the relevant statute or cause any part of these Terms to be void or unenforceable (*Non-Excludable Rights*).

To the extent permitted by law (including by the Indian Consumer Protection Law):

- a. all conditions, warranties, guarantees, rights, remedies, liabilities or other terms that may be implied by custom, under the general law or by statute are expressly excluded under these Terms; and
- b. BSH is not liable (including in negligence) for any loss of profit, loss of revenue, loss of goodwill, loss of or damage to reputation, loss of capital, downtime costs, loss under or in relation to any other contract, or any indirect, consequential or special loss or damage incurred by you or any other person arising under or in connection with these Terms or your access and use of the Site (even if we have been advised of the possibility of such loss or damage).

Subject to the preceding paragraph, and to the extent permitted by law (including by the Indian Consumer Protection Law), BSH's total liability to you under or in connection with these Terms (including in negligence) is limited in the aggregate to the lowest of the cost of supplying the services again and payment of the cost of having the services supplied again. Subject to any Non-Excludable Rights you may have, BSH may make any election contemplated by this paragraph.

11. Breach

If you breach these Terms or if BSH reasonably believes that you may have breached these Terms and that it is appropriate to exercise one of the remedies in this paragraph in order to preserve the operation and security of the Site, then without limiting any other remedies available, BSH may without notice to you take one or more of the following actions:

- a. cancel or limit your access to the Site;
- b. place any restrictions on your use of the Site; and
- c. disclose information about you and your use of the Site for the investigation of any unlawful or harmful activity.

BSH may also cancel your access to the Site if you cease to be authorized to use the Site for the purpose of ordering goods on behalf of customers pursuant to an Agency Agreement.

12. General

If any part of these Terms is held to be unenforceable, the unenforceable part must be given effect to the greatest extent possible and the remainder will remain in full force and effect.

These Terms are governed by the laws of India. The parties irrevocably submit to the exclusive jurisdiction of the courts of Mumbai, India.

13. Use of cookies

We use cookies to improve the performance of the Site by collecting anonymous data.

Functionality cookies

We collect information about how visitors use a website, for instance which pages visitors go to most often, and if they get error messages from web pages. These cookies don't collect information that identifies a visitor. All information these cookies collect is aggregated and therefore anonymous. It is only used to improve how the Site works.

Performance cookies

These cookies allow the Site to remember choices you make (such as your user name, language or the region you are in) and provide enhanced, more personal features. These cookies can also be used to remember changes you have made to text size, fonts and other parts of web pages that you can customize.

The information these cookies collect may be anonymized and they cannot track your browsing activity on other websites