

Terms of Use

General terms of use for the Bob Community of Robert Bosch Limited

This page (together with the documents referred to on it) sets out the terms of use (the "Terms") on which you may make use of the website located at www.boschpowertools.co.uk (the "Site"), whether as a temporary user or a registered user (each a "User"). Please read these Terms carefully before you start using the site. By using our Site, you indicate that you accept these Terms and that you agree to abide by them. If you do not agree to these Terms, you must refrain from using the Site.

1. Information about us

1. This Site is operated by
Robert Bosch Limited
Broadwater Park
North Orbital Road
Denham
Middlesex
UB9 5HJ
("Robert Bosch")

We are registered in Scotland under company number SC013418 and our registered office is at c/o Bosch Rexroth, Viewfield Industrial Estate, Glenrothes, KY6 2RD. Our VAT number is GB196404153

2. Email address: Boschcustomercontactcentre@sitel.com
You can also find this information at:
<http://www.bosch.co.uk/content/language2/html/imprint.htm>
3. Robert Bosch may amend these Terms and/or the services specifically described under No. 2 herein at any time. Any such changes will be binding on the User, and the User is also expected to check this page from time to time to make himself aware of any such changes. If these Terms are amended, Robert Bosch will usually send an amended version of these Terms in text form (with the changes highlighted) to the e-mail address given by the User at registration.

2. Subject matter and services

1. The free discussion forums, bulletin board services, chat areas, communities and/or other message or communication facilities (collectively the "**Bob Community**") located at the Site allow registered Users, subject to technical availability, to publish comments and experiences with devices manufactured by Robert Bosch under the user name allocated to them.

The User shall be responsible for making all arrangements necessary to have access to the Site. The User shall also be responsible for ensuring that all persons who access the Site through his internet connection are aware of these Terms, and that they comply with them.

2. Robert Bosch endeavours to extend the scope of services offered to the User. For instance, Robert Bosch may give registered Users of the Bob Community the option to upload multimedia content such as images and videos onto the

platform. In addition, Users may be able to create their own profiles, search for and invite other users, make new acquaintances, send messages to other members through the internal messaging system and comment on other users' comments as well as their images and multimedia content. Such extended scope is entirely at Robert Bosch's discretion and Users do not have a legal right to such additional services contemplated by Robert Bosch even if these Terms already contain provisions regarding such services.

3. Content uploaded by a User is stored by Robert Bosch on behalf of the User. Robert Bosch allows third parties to access such content through the Internet on behalf of the User at Robert Bosch's sole discretion and Robert Bosch only provides the User with technical infrastructure. The storage capacity for uploading multimedia content is limited for each User.
4. Robert Bosch provides the services of the Bob Community offered on the Site at its sole discretion and only within its own technical and operational capabilities and resources. Robert Bosch reserves the right at any time to limit such services or terminate them in whole or in part for all or any of the Users. The User acknowledges and agrees that this may lead to irretrievable loss of his data stored on the Site. Accordingly, the User agrees not to upload any data whose loss would cause damage to him. The risk of loss of any data is borne exclusively by the User.
5. Any content uploaded to the Site is provided by Robert Bosch on an "as is" basis without any warranties express or implied. Commentary, advice and other materials posted on the Site are not intended to amount to advice on which reliance should be placed. Robert Bosch therefore disclaims all liability and responsibility arising from any reliance placed on such materials by any User or other visitor to the Site, or by anyone who may be informed of any of its contents.
6. Subject to the preceding paragraph, Robert Bosch endeavours to ensure that contributions made by Robert Bosch are correct. The User acknowledges that Robert Bosch shall have no obligation to verify, oversee, monitor or moderate any content uploaded by Users of the platform. Robert Bosch will consider any notifications that content provided on the Site may be unlawful or contrary to these Terms and if such unlawfulness or violation of these Terms is established will take appropriate action to address the issue.
7. Robert Bosch shall have the right at any time, and at its sole discretion, to delete partially or in its entirety from the platform any information or content uploaded by Users and to prohibit Users from uploading additional content. If Robert Bosch believes that a User uses the services offered by the Bob Community on the Site contrary to the provisions of these Terms or otherwise unlawfully, Robert Bosch may also temporarily or permanently block the User's access to the Bob Community on the Site until it has conducted a full assessment of the factual and legal issues.
8. The User may only view content contained in the Bob Community on the Site, especially any content uploaded by other users. Any copying or other reproduction of content by downloading information and content from the Site is expressly prohibited.

3. **Registration and conclusion of contract**

1. By registering on the Site and forwarding his registration to Robert Bosch, the User requests that Robert Bosch provides an offer to enter into a user contract. Robert Bosch has the right to check the personal details provided by the User and provide the offer at its sole discretion.
2. If Robert Bosch wishes to register the User, Robert Bosch will send an e-mail to the e-mail address given by the User and offer the User to enter into a

contract subject to these Terms. In that e-mail the User will also be provided with these Terms and the Data Protection Policy in text form.

3. By confirming the link provided by the e-mail, the User accepts the offer of Robert Bosch to enter into the user contract governed by these Terms. This concludes the contract between the User and Robert Bosch (the "Contract").
4. The User warrants that all data provided by him for registration is true and complete. The User agrees to notify Robert Bosch without undue delay of any changes to his user data. Robert Bosch is unable to establish the true identity of Users and accordingly is unable to warrant the actual identity of any User.
5. These Terms apply to any access to this Site and the Bob Community to the exclusion of any other terms that a User seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any general terms and conditions or other terms of the User deviating from these Terms will not form part of the Contract and shall not legally bind Robert Bosch.

4. **Access data and passwords**

1. The User agrees to keep confidential the access data and passwords required for accessing the Site and notify Robert Bosch immediately in writing if any third party has gained knowledge of the data and/or passwords of the User. The User shall indemnify Robert Bosch for all losses caused by actions taken by third parties under his access data and/or passwords if this is due to the User's fault.
2. If the User provides access data and/or passwords to third parties or otherwise fails to comply with these Terms, Robert Bosch may terminate the Contract with the User with immediate effect, delete the User's registration and exclude the User from any further use.

5. **Content and Use**

1. Users may use the Site only for lawful purposes. In particular, Users may not use the Site:
 1. in any way that breaches any applicable local, national or international law or regulation;
 2. in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
 3. for the purpose of harming or attempting to harm others (and in particular minors) in any way;
 4. to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out below;
 5. to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
 6. to transmit any data, send or upload any material that contains viruses, Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

2. Save for any content uploaded or generated by Users, Robert Bosch is the owner or the licensee of all intellectual property rights in the Site, and in the materials published on it. These works are protected by copyright laws and treaties around the world. All such rights are reserved.

The User agrees to respect all third-party rights when using the Bob Community. The User alone is responsible for the content uploaded by him to the websites of the Bob Community. This applies to any content uploaded by the User to the Site, including images, videos and posts in forums.

Any material uploaded or generated by a User on the Site will be considered non-confidential and non-proprietary, and Robert Bosch shall have the worldwide, perpetual, irrevocable and royalty-free right to use, copy, edit, amend, distribute and disclose to third parties any such material for any purpose. Robert Bosch shall also have the right to disclose the User's identity to any third party who is claiming that any material posted or uploaded to the Site constitutes a violation of their intellectual property rights, or of their right to privacy.

3. If the User incorporates any links to websites with illegal content into the Internet content of Robert Bosch, Robert Bosch hereby expressly disclaims responsibility for such links and Robert Bosch is under no obligation to verify the links introduced. If Robert Bosch is notified of any links to unlawful content, Robert Bosch will take reasonable steps to remove such links.
4. Contributions by Users must be accurate (where they state facts), be genuinely held (where they state opinions) and comply with all applicable law in the UK and in any country from which they are posted. The User further agrees to examine and ensure that the content uploaded by him will be neither unlawful nor contrary to morality nor infringe the rights of third parties (including, without limitation, trade marks, moral rights, copyright, any other intellectual property rights or privacy rights). In particular, the User agrees not to upload to the Site and/or the Bob Community any content which:
 1. contains any material which is defamatory of any person;
 2. contains any material which is obscene, offensive, hateful or inflammatory;
 3. promotes sexually explicit material;
 4. promotes violence;
 5. promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age;
 6. infringes any copyright, database right or trade mark of any other person;
 7. is likely to deceive any person;
 8. is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
 9. promotes any illegal activity;
 10. is threatening, abuses or invades another's privacy, or causes annoyance, inconvenience or needless anxiety;

11. is likely to harass, upset, embarrass, alarm or annoy any other person;
 12. is used to impersonate any person, or to misrepresent the User's identity or affiliation with any person;
 13. gives the impression that it emanates from Robert Bosch, if this is not the case; or
 14. advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.
5. Any content which is not permitted by the above criteria may likewise not be delivered and/or disseminated through the internal messaging system. In the same way, the User shall be prohibited from delivering chain letters or identical messages to several Users simultaneously.
 6. Robert Bosch shall have the right without prior notice to remove from the Bob Community and from the Site any content which is illegal or, in Robert Bosch's opinion, breaches these Terms.
 7. The User must not frame, hyperlink or otherwise integrate and/or show the content published on the Site from any other site.
 8. Where the Site contains links to other sites and resources provided by third parties, these links are provided for information only. Robert Bosch has no control over the contents of those sites or resources, and accepts no responsibility for them or for any loss or damage that may arise from their use.
 9. The User acknowledges that his posts made in the Bob Community under the chosen user name may also be freely accessible on the Internet outside the Bob Community.
6. **Costs and compensation**
 1. Robert Bosch offers the services relating to the Bob Community and the Contract free of charge to the User.
7. **User's liability**
 1. The User shall indemnify Robert Bosch from and against all claims made by third parties against Robert Bosch on the grounds of their rights being infringed by content uploaded by the User, including, without limitation, trade marks, moral rights, copyright, any other intellectual property rights or privacy rights. This will not apply to the extent that the User is not at fault with respect to the infringement of such third party rights.
 2. The User shall also indemnify Robert Bosch from and against all claims made by public authorities or other public bodies on the basis of content which the User has uploaded to the Site in breach of these Terms.
 3. Furthermore, the User agrees to reimburse Robert Bosch for all reasonable expenses incurred by Robert Bosch as a result of third parties legitimately proceeding against Robert Bosch on the grounds of the violation of their rights through content uploaded by the User. This shall include in particular, without limitation, the costs of reasonable legal defence. The User will not be obligated to so reimburse Robert Bosch if it is not at fault for the infringement of such third party rights.

4. If any claims are made against Robert Bosch by third parties on the ground of an infringement of their rights through content uploaded by the User, the User will provide all necessary assistance to Robert Bosch in defending the claims made by the third party. This shall include in particular, without limitation, the obligation of the User to provide Robert Bosch, upon receipt of a written request by Robert Bosch, with a copy of all documents available to the User relating to the alleged infringing content. Any related reasonable costs shall initially be borne by Robert Bosch.

8. **LIMITATION OF LIABILITY – PLEASE READ THIS CAREFULLY**

1. This Site and the Bob Community and the materials contained in them are provided on an "as is basis" without any guarantees, conditions or warranties as to their accuracy or completeness. To the fullest extent permitted by law, Robert Bosch, other members of its group of companies and third parties connected to it hereby expressly exclude:
 1. all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity; and
 2. any liability for any direct, indirect or consequential loss or damage incurred by any User in connection with the Contract, the Community and/or the Site or in connection with the use, inability to use, or results of the use of the Site, any websites linked to it and any materials posted on it, including, without limitation any liability for:
 - (i) loss of income or revenue;
 - (ii) loss of business;
 - (iii) loss of profits or contracts;
 - (iv) loss of anticipated savings;
 - (v) loss of data;
 - (vi) loss of goodwill;
 - (vii) wasted management or office time; and
 - (viii) any other loss or damage of any kind,in each case however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
2. Nothing in these Terms shall limit in any way Robert Bosch's liability (i) for death or personal injury caused by its negligence; or (ii) for fraud or fraudulent misrepresentation; or (iii) for any matter for which it would be illegal to limit or exclude, or attempt to limit or exclude, liability.

9. **Data protection**

1. The treatment of personal data of the User is set out in the Privacy Policy of Robert Bosch. Insofar as the services of Robert Bosch requested by the User require the User's consent under data protection law, the User will be given the opportunity to provide such consent. If the User wishes to revoke his consent given during the registration process, the Contract between Robert Bosch and the User (and the User's right to use the Bob Community) will end at the same time.

10. **Term and termination**

1. The contractual relationship between Robert Bosch and the User will continue until terminated by either party. Either party may terminate the Contract between Robert Bosch and the User at any time. Robert Bosch will notify the User by writing to the User's registered email address. The user may terminate the Contract by using the contract form located at:

► <http://servicefunctions.bosch.com/user/contactdealer/index.asp?country=uk&lang=en&app=contact>

or write to

Robert Bosch Limited
Broadwater Park
North Orbital Road
Denham
Middlesex
UB9 5HJ

11. Further right of cancellation

1. The User may also cancel the Contract with Robert Bosch within two weeks of commencement by giving written notice (e.g. by mail, fax or e-mail) without giving any reasons. The cancellation period shall commence no earlier than at the time when the User has received this advice in text form.
In the event of the User's cancellation, the Contract will be terminated. As a result, the User will no longer be bound by these User Terms or his other contractual agreements with Robert Bosch and, at the same time, will lose the right to use the services of the Bob Community offered on the Site.

The cancellation notice shall be delivered to the following address:

Robert Bosch Limited
Broadwater Park
North Orbital Road
Denham
Middlesex
UB9 5HJ

Users may also simply notify Robert Bosch of their cancellation using the contact form via the following link:

► <http://servicefunctions.bosch.com/user/contactdealer/index.asp?country=uk&lang=en&app=contact>

12. Viruses, hacking and other offences

1. Users must not misuse the Site by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. Users must not attempt to gain unauthorised access to the Site, the server on which the Site is stored or any server, computer or database connected to the Site. Users must not attack the Site via a denial-of-service attack or a distributed denial-of service attack.
2. By breaching this provision, Users would commit a criminal offence under the Computer Misuse Act 1990. Robert Bosch will report any such breach to the relevant law enforcement authorities and will co-operate with those authorities by disclosing the User's identity to them. In the event of such a breach, the User's right to use the site will cease immediately.
3. Robert Bosch will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect a User's computer equipment, computer programs, data or other proprietary material due to use of the Site or downloading of any material posted on it, or on any website linked to it.

13. **Other terms**

1. Access to the Site is permitted on a temporary basis, and Robert Bosch reserves the right to withdraw or amend the service it provides on its Site without notice (see below). Robert Bosch shall not be liable if for any reason the Site is unavailable at any time or for any period.
2. If any provisions of these Terms are or become invalid or unenforceable, the validity of the other provisions of these Terms remains unaffected.
3. These Terms do not affect the User's legal rights as a consumer. Advice about consumers' legal rights is available from a local Citizens' Advice Bureau or trading standards office.
4. The English courts will have exclusive jurisdiction over any claim arising from or related to a visit to this Site, although Robert Bosch retains the right to bring proceedings for breach of these Terms in the User's country of residence or any other relevant country.
5. These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.