

General Terms and Conditions of Use for eBike Connect

These Terms and Conditions of Use are effective from 29 November 2018. You can find earlier versions in our [archive for legal notices and contract documents](#).

These Terms and Conditions of Use apply to your use, as a consumer (“**User**”, “**you**”), of the services offered through the eBike Connect portal www.eBike-connect.com and/or the eBike Connect app (collectively “**eBike Connect**”) of Robert Bosch GmbH, Gerhard-Kindler-Straße 3, 72770 Reutlingen (“**Bosch**”, “**we**”, “**us**”) – and where applicable in connection with your Bosch eBike on-board computer (“**Terms and Conditions of Use**”).

1. Service offered

1.1. eBike Connect is a platform with various functions that can be reached either on the internet at www.eBike-connect.com or via your eBike Connect app. Through this platform, you as a User can manage your fitness level and your routes, and download information by using the data collected by your Bosch eBike on-board computer and communicated to the portal, among other functions.

1.2. The services provided may include the provision of data, maps, images and sound files, information and other content (hereinafter collectively “**Content**”), as well as the option of using navigation, range and route planning functions, or activity tracking such as routes travelled, and to store and manage, in your profile, information and data on your eBike and its components (drive, battery) as well as your Bosch eBike on-board computer for this purpose.

1.3. The scope of services provided when the contract is concluded is shown in the [service description](#) and the [data protection notice](#) each available at www.eBike-connect.com.

1.4. You will need to register to use the services. Registering to use eBike Connect services is free of charge. We reserve the right, however, to only offer certain services in return for separate payment. All services subject to charges are marked as such. Please refer to section 4 for detailed provisions regarding their use.

2. Registration on eBike Connect

2.1. To register with eBike Connect, you must be of legal age in accordance with your jurisdiction and fully capable of contracting. Persons not capable of contracting or only to a limited degree are not permitted to register. eBike Connect’s services are aimed solely at consumers. A consumer means an individual acting for purposes that are wholly or mainly outside that individual’s trade, business, craft or profession. Use of eBike Connect for professional or other commercial purposes is expressly prohibited.

2.2. eBike Connect can be registered with either on the internet at the eBike Connect portal www.eBike-connect.com or through the eBike Connect app. Please find out from the service description at www.eBike-connect.com whether the eBike Connect app we offer is compatible with your operating system.

2.3. In the course of registering, you will be asked to give details and set your login data. When you do so, the password you choose must meet the minimum requirements we set (password convention). If it is necessary to specify certain data (in particular contact details) while registering for or using the services eBike Connect provides, you must state these data completely and correctly. If these data change over the course of your user relationship, you must promptly correct your data in your personal settings on eBike Connect. Should we incur costs owing to incorrect data on your part, you are obliged to compensate us for these costs insofar as you bear responsibility for the data being incorrect.

2.4. By sending your registration data, you are offering to conclude a user relationship with us based on these Terms and Conditions of Use. We will decide on whether to accept your offer at our free discretion. Should your request for registration not be confirmed by us to you by email to the email address you stated within

a reasonable period, generally within 24 hours and no more than 5 working days, you will no longer be bound to your offer. The email confirmation contains a link. This link is valid for 24 hours. By clicking on the link you will complete the registration and we will activate the user account requested. When we activate the user account requested, this will create a user relationship for an unlimited period, based on these Terms and Conditions of Use. After registration has been completed, you will be entitled to use eBike Connect within the framework of these Terms and Conditions of Use. Should you not have completed your registration within 24 hours, you may recommence the process of registration. In that case, no user relationship will have been created and you may make a new request for registration.

2.5. You may only register for eBike Connect once. The single user account you open can be used for all services offered by eBike Connect and to manage several eBikes, components, or Bosch eBike on-board computers. Your registration, your user relationship and your user account including login data cannot be transferred or assigned. As a general rule, we do not verify your identity and/or details at registration. For this reason, we do not assume any warranty for each profile owner being the person that the respective profile owner states he or she is.

2.6. We are entitled to send you legal notices concerning your user relationship by email to your email address as recorded in your user account and as may change from time to time. You are entitled to send us legal notices concerning your user relationship to the address contact@bosch-ebike.com. By receiving the email, the declaration shall be deemed to have been served.

3. Responsibility for login data

3.1. You shall treat your login data including the password with care, keeping them secret and preventing access by unauthorised third parties.

3.2. It is also your responsibility to ensure that only you have access to your user account at eBike Connect and that only you use the services available at eBike Connect. Should you suspect that unauthorised third parties have obtained or will obtain knowledge of your login data, Bosch (contact@bosch-ebike.com) must be informed of this without undue delay.

4. Use of services subject to charges via in-app purchase

4.1. In addition to the basic functionalities, you also have the option of acquiring various services subject to charges through an in-app purchase. For use of some of these services, use of the eBike Connect app and/or the Bosch eBike on-board computer is required. We will advise you on this point through the in-app purchase each time before you conclude the contract. It is your responsibility to verify that these requirements are met.

4.2. You can acquire services subject to charges through the “in-app purchase” function in the eBike Connect app. The contract comes into effect if you click on the field “Order and Pay” and, where necessary, state your password for the respective app store.

4.3. We do not download billing or payment information from you, as you acquire the service through your account managed at the app store provider and the information recorded there. Please ask your app store provider about the funds available for payment there. To correct errors in information given, please also contact the respective app store provider.

5. Right of cancellation

5.1. As a consumer, you have the following right of cancellation regarding the purchase of our services.

Important information on cancellation

Right of cancellation

You have the right to cancel this contract within fourteen days without stating grounds. The cancellation period is fourteen days from the date on which the contract was concluded.

To exercise your right of cancellation, you must notify us (Robert Bosch GmbH, Gerhard-Kindler-Straße 3, 72770 Reutlingen, telephone number: +49 711 400 40990, fax number: +49 711 400 40999, contact@bosch-ebike.com) by means of an unambiguous declaration (e.g. by posted letter, fax or email) of your decision to cancel this contract.

You may use the sample cancellation form attached, but this is not mandatory. You may also fill in and send the sample cancellation form or another unambiguous declaration on our eBike Connect portal "www.eBike-connect.com" or in the eBike Connect app electronically. Should you opt to do this, we will send you confirmation that we have received such cancellation without undue delay (e.g. by email to the email address you have stated for your user account).

To comply with the cancellation period, it is sufficient to send the notification that you are exercising the right of cancellation before the cancellation period has expired.

Consequences of cancellation

If you cancel this contract, we must return to you all payments we have received from you including delivery costs (except for additional costs arising from you having selected a different delivery type from the cheapest standard delivery offered by us), doing so without undue delay and no later than 14 days after the date on which we received notification that you are cancelling this contract. For this repayment, we will use the same form of payment as you used for the original transaction, unless we have expressly agreed another form with you; in no event will you be charged for this repayment.

Should you have requested that the services commence during the cancellation period, you shall pay us a reasonable sum corresponding to the proportion of services already rendered by the time you notified us that you would be exercising your right of cancellation compared to the overall scope of services provided for in the contract.

End of the important information on cancellation

5.2. In the case of a contract to render services, the right of cancellation shall also expire if we have rendered the service in full and have only commenced performing the service after you gave us your express permission to do so and at the same time confirmed your knowledge that you would lose your right of cancellation upon the contract being performed by us in full.

5.3. In the case of a contract to supply digital content not located on a physical data carrier, the right of cancellation shall also expire if we have commenced performing the contract after you gave us your express permission to do so and at the same time confirmed your knowledge that you would lose your right of cancellation when the contract began to be performed.

6. Blocking access

6.1. After weighing up the circumstances of the individual case and taking your and our interests into account, Bosch may temporarily block your access to all or some parts of eBike Connect if Bosch has a legitimate interest in temporarily blocking access and this weighs more than your interests. This is generally the case where there are specific indications that you are in breach of or have breached these Terms and Conditions of Use and/or applicable law, if you have provided third parties with your login details, or if we have indications that a third party has used your user account or there has been some other misuse of the login details or user account. In deciding on the temporary block and its conditions, in particular its duration, your legitimate interests will be reasonably taken into account.

6.2. Insofar as Bosch does not have an overriding interest in immediately blocking your user account temporarily, when interests are weighed up as set forth above, Bosch will warn you in advance of a temporary block by sending you a personal message by email. In this case, should the grounds for the warning not have been remedied within a reasonable period, or should you again breach these Terms and Conditions of Use in the same way within 6 months of receiving the warning, Bosch shall have the right in any event to temporarily block your account.

6.3. In the event of your access authorization being temporarily blocked, you will be notified of this by email. You will be notified of the details of the block, including the blocking period insofar as this can be determined.

6.4. After the blocking period or after the grounds for blocking your access cease to exist, your access authorization will be reactivated and you will be informed of this by email.

7. Inactivity

7.1. We will categorise your user account as “inactive” if you go 24 months or longer without using eBike Connect via your user account and the duration of any services subject to a charge has expired. Logging into your user account is sufficient to qualify as a use.

7.2. As soon as your user account has been categorised as “inactive”, we have the right to permanently delete your user account and/or all the data contained therein.

7.3. We will notify you via email of the inactivity as well as the consequences thereof at least 14 days before your user account is categorised as “inactive”.

7.4. After the user account has been deleted, you can re-register on eBike Connect. In this case, it is not possible to restore the data uploaded by you during the original user relationship.

8. Duration of services

The services are offered for different durations. The specific duration of the respective free-of-charge services are indicated in the information provided prior to registration. The specific duration of the respective service subject to a charge is indicated in the service description, which contains the relevant information about the specific service in the eBike Connect app. Should you have any questions, please feel free to write to contact@bosch-ebike.com.

9. Termination of use

9.1. You may terminate the user relationship at any time by closing your eBike Connect user account with the “delete account” function in the settings on ebike-connect.com.

9.2. Please note that, once you terminate the user relationship and thus delete your eBike Connect user account, you can no longer use purchased services. You will also not be reimbursed, either pro rata or in full, prior to the expiry of the respective durations agreed for the services subject to a charge.

9.3. In the event of a termination of the user relationship, your user name as well as the password for your eBike Connect user account will be blocked as of the time of termination.

9.4. In the event of a termination of the user relationship and thus your eBike Connect user account, we are entitled to permanently delete both data generated within the scope of the user relationship and your eBike Connect user account upon expiry of 30 calendar days after the termination has taken effect as well as data that is subject to possible statutory retention periods, after such periods have expired. Personal data are primarily subject to the data protection provisions, which can also provide for a shorter period for deletion.

9.5. The right of each party to terminate for cause remains unaffected. Such cause is present, in particular, if you have repeatedly, i.e. more than twice within 6 months, or, based on the services of the individual case, seriously breached these Terms and Conditions of Use. Such cause is also present if you, in spite of a justified warning with respect to a breach of these Terms and Conditions of Use, breach these Terms and Conditions of Use at least one additional time in the same manner within 6 months after receiving the warning.

10. Scope of permitted use, monitoring of use activities

10.1. Your authorization to use eBike Connect is restricted to accessing eBike Connect and using the services available on eBike Connect within the framework of the provisions in these Terms and Conditions of Use.

10.2. You are responsible yourself for creating the technical requirements (including hardware, web browser and internet access) needed for contractual use of the services. Advice on these matters does not form part of our services.

10.3. Please note that your use of eBike connect may be monitored within the statutory scope permitted under the Telemedia Act (*Telemediengesetz*) and the Federal Data Protection Act (*Bundesdatenschutzgesetz*) as they may be amended from time to time, as well as the EU General Data Protection Regulation, or we may have a statutory obligation to monitor this use. This may also mean that IP connection data are recorded and evaluated if there is a specific suspicion that these Terms and Conditions of Use and participation have been breached and/or if there is specific suspicion that some other unlawful action or criminal act has been committed.

11. Rights to eBike Connect content

11.1. The content on eBike Connect, the design of the portal pages, and the way in which the content is presented on the display fields of the Bosch on-board computer (collectively the “**eBike Connect Content**” are generally protected under copyright law. We and/or our licensors are exclusively entitled to all rights (including intellectual property) to the eBike Connect Content. You may only use the eBike Connect Content pursuant to these Terms and Conditions of Use as well as in the framework specified on eBike Connect.

11.2. Unless some other further use is expressly permitted in these Terms and Conditions of Use or on eBike Connect or in additional information regarding the Bosch on-board computer,

- you may only use the eBike Connect Content for your own personal purposes online and download and display them via the eBike Connect app. Commercial use of the eBike Connect Content is prohibited (see also section 13.1). This right of use is limited to the duration and scope of your contractual use of your eBike Connect user account and/or the services you use;
- you may only publish eBike Connect Content on social networks such as Facebook through functionalities provided on eBike Connect;
- you are further prohibited from wholly or partially processing, altering, translating, showing, publishing, exhibiting, reproducing or sharing eBike Connect Content (including framing). You are likewise prohibited from removing or altering copyright notices, logos or other marks or trademarks.

12. Data download

12.1. eBike Connect offers you the option of downloading certain data – including route data in GPX format – via functionality provided on eBike Connect (e.g. by means of a download button).

12.2. You will receive a non-exclusive right, unlimited in time, to use the data you duly download from eBike Connect for your own personal purposes. Where the data are provided to you as a service subject to charges, full payment of the respective service is also required for this right to be granted. In all other respects, all rights to the data will remain with the original rights holder.

13. Prohibited activities

13.1. Commercial use is prohibited.

13.2. Any action that goes beyond the permitted use of eBike Connect and is likely to prevent the smooth operation of eBike Connect, in particular overloading our IT systems by simultaneously sending multiple requests (Denial-of-Service attacks), attacking such systems and/or gaining unauthorized access thereto (e.g. by distributing viruses or other malware) is likewise prohibited.

13.3. Should you become aware of any use of eBike Connect that is illegal, abusive, in breach of contract or otherwise unauthorized, please write to Bosch GmbH at Gerhard-Kindler-Straße 3, 72770 Reutlingen or send an email to contact@bosch-ebike.com and report such unauthorized use. We will review the matter and take appropriate action, as necessary.

14. Limitation of liability

14.1. Bosch shall be liable to the User without limitation only for damage based on an intentional or grossly negligent breach of contract by Bosch as well as for injury to life, limb or health. In the case of a simply negligent breach of duties in connection with our services or under these Terms and Conditions of Use, where the duties are such that the contract can only be duly and properly executed if they are fulfilled and the User generally can and does rely on compliance therewith (material contractual obligations/cardinal duties), Bosch's liability shall be limited to foreseeable and typically occurring loss or damage. In all other respects liability shall be excluded for simple negligence. This shall not affect any existing liability of Bosch under the Product Liability Act (*Produkthaftungsgesetz*) or in case of guarantees provided by Bosch.

14.2. For UK consumers only, nothing in these Terms and Conditions of Use limits any liability which cannot legally be limited, including but not limited to liability for:

(a) death or personal injury caused by negligence; and

(b) fraud or fraudulent misrepresentation.

14.3. For UK customers, Bosch's liability shall be limited to foreseeable and typically occurring loss or damage.

14.4. The above clause shall also apply to any breach of duty by Bosch's legal representatives or vicarious agents. Where Bosch's liability is excluded under the above provisions this shall also apply to personal liability on the part of Bosch's employees and vicarious agents.

15. Amendments to the contractual relationship

15.1. We reserve the right, within reasonable limits and taking into consideration the legitimate interest of users, to make changes to the Terms and Conditions of Use and/or our service in accordance with this clause. Changes shall be made, in particular, to improve and/or facilitate operability and usability. This shall not affect the overall character, i.e. the essence of the Terms and Conditions of Use and/or services. We shall only make changes where there is an overriding interest to do so. This also applies to firmware updates of the Bosch eBike on-board computer and/or other components.

15.2. Bosch further reserves the right to amend these Terms and Conditions of Use and/or our services at any time in accordance with the provisions of this clause, including with effect during the existing user relationship. We shall notify you of such changes via email with due notice before the changes take effect, however no later than 30 calendar days before the proposed changes take effect. In the relevant change notice you will be advised of your right of objection and the consequences of an objection as well as an omission to object. Unless you object within 30 calendar days of receipt of the email with the change notice attached, the changes shall be deemed validly agreed as from expiry of the deadline.

15.3. Should you object the user relationship will be continued under the same conditions as applied previously.

16. General provisions

16.1. For more details on our firm as the operator of eBike Connect, please see our [Imprint](#).

16.2. These Terms and Conditions of Use as well as the contractual relationships between the User and Bosch regarding the use of the application shall be governed by the laws of the Federal Republic of Germany, excluding German international private law and the UN Convention on Contracts for the International Sale of Goods (CISG). This choice of law shall not deprive the User of the protection afforded by those provisions that cannot be derogated from by agreement under the law of the country in which he is resident.

16.3. Should a provision of these Terms and Conditions of Use be or become invalid, this shall not affect the validity of the remaining Terms and Conditions of Use.

Cancellation form

(Should you wish to cancel the contract, please complete this form and return it to us.)

To
Robert Bosch GmbH
Gerhard-Kindler-Straße 3
72770 Reutlingen
Fax number: +49 711 400 40999 and
Email address: contact@bosch-ebike.com

This is to notify you that I hereby cancel the contract entered into on the use of services in connection with Bosch's eBike on-board computer.

User relationship commenced on

Name of consumer

Address of consumer

Signature of consumer (only required in the case of written cancellation)

Date