

Terms & conditions for car repair shops / dealers

General

The following terms and conditions are applicable on Digital-Servicebook.com.

By accepting the present conditions, you as a workshop/dealer consent to the fact that these conditions in force at that time are valid and regulate the relationship between you and Digital Servicebook.com ApS in any context and the use of the benefits from the Digital Servicebook solution.

Digital Servicebook is a free reference work, where you can check outstanding debt, see mileage information, vehicle inspection data etc. and as a registered user/vehicle owner at Digital-servicebook.com you can upload a photo of the vehicle, upload a photo of the service records, and choose workshop and thereby get notifications about planned service tasks etc.

Digital Servicebook is free to use for all vehicle owners and you can add up to five cars to one user profile.

All vehicles with a valid number plate can use and be added to Digital Servicebook.

Workshops/dealers that use the Digital Servicebook can enter data about performed or planned service tasks and the customer will be informed through the Digital Servicebook and will receive reminders to visit their workshop.

The Digital Servicebook is a digital registration of both performed and coming services combined with a recall system.

Workshop/Dealer account

To be able to use the services from the Digital Servicebook, workshops/dealers are required to create an account. Account information must be up to date and correct. Use of Digital Servicebook services is subject to a charge.

It is the workshop's/dealer's full responsibility to keep all information correct and updated. It is the workshop's/dealer's responsibility to protect the password, which is issued, against abuse. If a workshop/dealer finds out that the password has been revealed, the password must be changed immediately.

Registration is allowed, when a workshop/dealer either is a company, which is directly or indirectly involved in repair or maintenance of motor vehicles and/or trailers, wholesale or retail trade with vehicles and/or trailers, specialist workshop, road assistance service, vehicle inspection and/or undercoating company. For companies with multiple locations (branches, offices, trading units etc.) each department must be registered separately. The same goes for companies with associated companies.

Anonymous data collection

You can visit the webpages at www.digital-servicebook.com and use them as a reference work without leaving your personal information. We only register your Internet provider (your IP address) the pages or website, the date, time and the pages you visit, when you visit Digital Servicebook webpages. This information is analyzed for statistical purposes, but as an individual you remain anonymous.

Collection, use and communication of personal data.

As registered workshop/dealer at Digital Servicebook, your company data such as name, phone number, e mail, VAT number etc must be shared. Digital Servicebook.com ApS uses data to register your company in the Digital Servicebook and gives your company the right to use and fill in data about fulfilled and coming service tasks on vehicles.

Car owners/users, having registered their vehicle and is connected to your workshop will receive information on planned service tasks based on the entered data from your company together with information on campaigns, offers and important information from the Digital Servicebook.

Cookies

www.Digital-Servicebook.com uses cookies. A cookie is a small text file which is stored at your hard disk. This text file is created by the web server, where you have built a link through your web browser and is afterwards sent to you. You will be recognized by this cookie when revisiting the website or the specific page, which means that you don't have to re-enter data which you have already specified. Most browsers are set up to approve cookies automatically, but you can at any time choose to set up your browser to reject cookies and show the cookie to you before approval. You can also delete cookies from your computer.

Right of opposition by car owner

You can at any time object against the use of your workshop/dealer data. Send your objection to support@digital-servicebook.com and we will block the access to your data. Furthermore, in certain circumstances you have the right to get your registered data amended, blocked or deleted. You have at any time the right to know, which data Digital Servicebook.com ApS has registered about your company and the purpose of the registration.

This means, however, that the vehicle owners, who are connected to your workshop/dealer company with their vehicle, will not receive recalls, service information etc. for their vehicle.

Data concerning car service and the service records will however stay registered at Digital-servicebook.com, as this kind of information may serve as documentation in case of a warranty claim etc.

Access to Digital Servicebook (payment)

Digital Servicebook.com ApS offers all workshops/dealers access to information and to use Digital Servicebook software solution and the services Digital Servicebook offers.

Payment

Reference is made to the current price list at:

<https://www.digital-servicebook.com/priser/> (Denmark)

The price can at any time be adjusted without prior notice. Unless otherwise agreed, the price is adjusted annually according to the development in the net price index.

When an invoice is issued, it must be paid. Access is granted prior to payment. Regardless of, if the system has been used in full, partly or not at all, it must be paid in full for the entire duration of the invoice and subscription period accepted upon sign up. The price is independent from the extent of use of the service provided.

Payment can be made monthly, quarterly, half-year or annually, and is made in advance. To change a subscription payment period, this must be notified 30 days before the end of the subscription period.

Breach of payment

Invoices and reminders are sent by e-mail to the email address registered at Digital-Servicebook.com ApS.

If payment is not made by the due date, access to the system will be closed – but only after a reminder has been sent. Reminders will be sent from where the purchase has occurred ie. from Digital Servicebook.com ApS or Distributor/Partner/3rd Party who resell Digital Servicebook on behalf of Digital Servicebook.com ApS. Invoices and reminders are sent by e-mail to the email address registered at Digital Servicebook. It is at all times the workshop responsibility to keep the the email address up to date.

Expiration of agreement

The agreement is extended continuously for the period agreed upon sign up if no notice has been received no later than 30 days before the end of a period.

Termination

Any termination must be sent in email to support@digital-servicebook.com including date of termination, company name and subscription package that is requested to be terminated.

Rights

The established workshop/dealer may use the information contained in the Digital Servicebook for the company's own use. The use of information for other purposes, reproduction, modification or inclusion in publications or websites, is only permitted with prior written permission from Digital-Servicebook.com ApS. This also applies to any form of redistribution or forwarding of the content of the Digital Servicebook, just as commercial use may not take place without written permission from Digital-Servicebook.com ApS.

Use of the Digital Servicebook in violation of the above, including forwarding of information from the Digital Servicebook, will trigger a penalty of DKK 10,000.00 per violation, just as liability will be incurred under the general rules of Danish law.

The content and information in the Digital Servicebook are subject to copyright. Digital Servicebook is a registered trademark and therefore such rights are the property of Digital-Servicebook.com ApS without exception.

Responsibility for content

The workshop/dealer has full responsibility for the fact that the data, which they enter into Digital Servicebook, is correct. The workshop/dealer agrees to fully compensate Digital Servicebook in connection with demands from third party, which are based on content and data, which has been entered by the workshop/dealer.

The Digital Servicebook is not responsible for the accuracy and completeness of the information and content from third party, which is delivered via the Digital Servicebook . Digital Servicebook.com ApS will not carry out any control of the information, which one can get access to or will be opened through the Digital Servicebook , when this is not information from the Digital Servicebook .

Even though the Digital Servicebook.com ApS continuously works to keep the Digital Servicebook free of virus, we cannot guarantee that the platform is free of virus or assume any responsibility in this connection. Before the workshop/dealer can get data or documentation, they need to carry out reasonable security precautions and use appropriate virus programs for their own protection and to prevent that Digital Servicebook will be infected with virus.

The data and information at digital-servicebook.com is collected by Digital Servicebook.com ApS in good faith, but the accuracy of the data cannot be guaranteed. Digital Servicebook.com ApS will not guarantee that the data and information present in the Digital Servicebook , is complete and accurate.

Digital Servicebook may contain links or references to/from third party web pages. Digital Servicebook.com ApS assumes no responsibility for the content from such webpages, and will not use the webpages and/or the content as their own content as Digital Servicebook has no influence

on the content and the information, which can be accessed via these links, and will not on a regular basis check these.

Thereby the Digital Servicebook cannot be held responsible for the quality, the accuracy and/or the completeness of third party information and their information, is clearly marked as third-party information on this webpage. This is expressly for all information and content, which is delivered by workshop/dealer to the Digital Servicebook .

Digital Servicebook assumes no responsibility for loss or damages, which are caused directly or indirectly by the use of data, which is collected and used by the workshop/dealer from the Digital Servicebook at the workshop/dealer's own system.

Any use of any services, which the Digital Servicebook offers, it at the workshop's/dealer's own responsibility and risk. Digital Servicebook assumes no responsibility for the content and/or the data, which is transmitted to and from the workshop/dealer through the Internet, including the reliability, the legality and correctness etc.

Digital Servicebook.com ApS assumes thereby no responsibility for losses, direct or indirect violations or other conditions, which may occur as a consequence of the use of information transmitted via the Internet through the Digital Servicebook 's services.

Digital Servicebook.com ApS disclaims any responsibility and loss, which a workshop/dealer may suffer in connection with the use of the Digital Servicebook.

Digital Servicebook.com ApS is not responsible for unauthorized access to workshop/dealer's data or systems – or damage or loss of data in this connection. Digital Servicebook.com ApS disclaims any responsibility for direct or indirect loss of data, damage on data and restoration of data no matter the cause.

Furthermore, Digital Servicebook.com ApS cannot be held liable. In case there is made attempt to keep Digital Servicebook.com ApS liable, the Digital Servicebook.com ApS responsibility will be limited to the workshop/dealer's total expenses for the services, which Digital Servicebook.com ApS offers.

Every disclaimer in these conditions is at any time and in any aspect valid, unless Digital Servicebook.com ApS has acted with gross negligence or intentionally to harm the users.

Digital Servicebook.com ApS assumes or accepts no responsibility for losses and damages, which may occur as a consequence of abuse of passwords.

Digital Servicebook.com ApS does not guarantee that Digital Servicebook will be accessible and work without any problems at all times. In particular if the access to Digital Servicebook is influenced by problems which are without Digital Servicebook .com ApS control. Digital Servicebook.com ApS will do its outmost to solve the access problems immediately to the content that it is technically and operationally possible.

Responsibility for GDPR towards customer/car owner

It is the workshop's responsibility to obtain the customer's/car owner's consent for them to be registered in the Digital Servicebook with name and contact information, and the customer must be made aware of the GDPR rights, which can be found on the Digital Servicebook's website or via the link that comes with the SMS.

Violation

The following will cause a warning followed by suspension:

- Copyright infringement: Direct infringement of the copyright, which is defined in the "Notice of Copyright Law".
- Threats and harassment: The services from Digital Servicebook may never be used for threats or harassment of individuals, organizations or companies.
- Violently offensive content: Submitting content, which is considered very offensive or extreme will result in a warning.
- Illegal use: Any use of services in direct attempts to perform illegal activities, will be considered as abuse.

Abuse

Any deliberate abuse of the Digital Servicebook's services, homepage or systems will cause immediate termination, exclusion and in extreme causes complaint to the police.

The Digital Servicebook does not distinguish between abuse and attempt of abuse.

Abuse included the following (but is not limited to):

- Hacking of the Digital Servicebook's or our customers' homepages, systems or services.
- Exploitation of errors or any security vulnerability
- Conscious and deliberate overuse or overload of the Digital Servicebook, customers' services, webpages or systems.
- Inexpedient overload of the Digital Servicebook's support services
- Exploitation of Digital Servicebook's conditions, policies or similar for personal gain.
- Use/abuse of Digital Servicebook's services for illegal activities
- In case of abuse, the Digital Servicebook will determine if the case was deliberate or not.

Suspension

Suspension may occur, when the following conditions are met:

- Setting up of vehicle without user/ownership (you will receive a notice of abuse)
- Setting up and upload of a wrong photo of the vehicle and service records
- Abuse of the Digital Servicebook.

- Digital Servicebook.com ApS reserves the right to suspend or to repeal services, which contain material that might damage the Digital Servicebook, the Digital Servicebook.com ApS 's reputation or business locally and globally

Reservations

Digital Servicebook.com ApS reserves the right to change the conditions without warning. Changes, which may have influence on personal data, will be communicated to the users and will need approval, when the user logs in to the system again.

Digital Servicebook.com ApS reserves the right to exclude persons, who Digital Servicebook.com ApS considers as unpleasant, unfriendly or threatening. In extreme cases Digital Servicebook.com ApS will cancel the person's active services and exclude the person from future services from Digital Servicebook platform and services .

Subject to writing, spelling and typing errors. Digital Servicebook.com ApS reserves the right to change any errors in the conditions without prior notification.

GDPR

****This page is in English, to create a set of GDPR rules for all countries.***

DATA PROCESSING AGREEMENT

Data Processing Agreement ("The Agreement") between:

Your company ("The customer"); and Digital-servicebook.com ApS, Vordingborgvej 79,DK- 4700 Næstved DK-36726350 ("The supplier")

A: EXTENT

A.1 The Data Processing Agreement has been entered between the parties, effective from May 2018, concerning the supplier's delivery of services and benefits to the customer. The agreement is an addition to "General terms and conditions" from Digital-servicebook.com and "the conditions in the general Terms and Conditions from Digital-servicebook.com" are valid to the extent that the question isn't covered by this agreement.

A.2 The supplier is a data processor for the customer, based on the in Appendix 1 described data processing tasks.

A.3 Personal information, which is processed by the supplier, is covered by the purposes for processing, the categories of personal data and the categories of registered individuals that are described in Appendix 1.

A.4 “Personal information” is understood as every kind of information about an identified or an identifiable, physical person, cf. Article 4 (1) in the Regulation (EU) 2016/679 from April 27., 2016 (“Personal Data Act”).

B: PROCESSING OF PERSONAL INFORMATION

B.1 The supplier solely processes personal information for the purpose of performing the in Appendix 1 described data processing tasks. The supplier cannot use or process the personal information for other purposes than described unless the supplier is required to by EU Law. If so, the supplier must notify the customer in writing about his legal obligation, before the processing is initiated unless the relevant legislation based on important community interests prohibits such a notification.

B.2 If the customer in the instructions in Appendix 1 or the customer specifically has given permission to the transfer of their personal information to a third party country or to international organizations, it is the supplier’s responsibility to ensure that there is a legal basis for transfer e.g. the EU Commission’s standard contract for transfer of personal information to third party countries.

B.3 If the supplier estimates that an instruction from the customer is in contrary to the Personal Data Act or the Data Protection rules in other EU law or the legislation in a Member State, the supplier must immediately in writing inform the customer about this.

C: REQUIREMENTS FOR THE SUPPLIER

C.1 The supplier must ensure that the persons, who process personal information, have committed to confidentiality or are subject to an appropriate statutory duty of confidentiality.

C.2 The supplier must take the necessary organizational and technical security measures against the personal information being processed contrary to the law including the Personal Data Act.

C.3 The supplier must comply with the specific demands for security measures which are valid for the customer, according to Appendix 1 and comply with the demands for security measures, which directly oblige the supplier, including the demands for security measures in the country, where the supplier is established or in the country, where the data processing takes place.

C.4 Determination of technical and organizational security measures must take place, considering the actual technical level, the nature of the processing and the purpose including the risks of varying probabilities and seriousness for physical persons’ rights and freedoms.

C.5 The supplier must on customer demand give the necessary information, allowing the customer to ensure that the supplier complies with his obligations according to the Agreement including being able to ensure that the necessary technical and organizational security measures are taken.

C.6 The customer has the right, at their own expense, to appoint an independent expert to investigate, if the supplier complies with his obligations according to the Agreement and to ensure

that all necessary technical and organizational security measures have been established. The expert must at supplier's request sign a normal confidentiality statement. The customer's right to carry out an investigation at the supplier is limited to no more than one investigation per calendar year.

C.7 The supplier must deliver all requested information to the authorities, the customer's external advisors including accountants in relation to the performance of the data processing task, to the extent that the information is necessary for them to carry out their task pursuant to EU-law or other legislation.

C.8 The supplier must assist the customer in the handling of any request from "a registered" according to Chapter III in the Personal Data Act, including requests for insight, correction, blocking or deletion. The supplier must furthermore implement appropriate technical and organizational measures to assist the customer with the fulfilment of the customer's obligations to answer such requests.

D: SUBCONTRACTORS

D.1 The supplier can make use of subcontractors. The supplier must, before he uses a subcontractor, enter into a written agreement with the subcontractor, where the subcontractor as a minimum is subject to the same obligations as the supplier has been subject to according to the Agreement and including the duty to carry out appropriate technical and organizational measures to ensure that the processing fulfils the requirements in the Personal Data Act.

D.2 The customer has the right to obtain a copy of the supplier's agreement with the subcontractor as regards to the provisions in the mentioned agreement that relates to the data protection obligations. The fact that the customer has notified consent to the supplier's conclusion of an agreement with a subcontractor is without prejudice to the supplier's duty to fulfil the Agreement.

E: CONFIDENTIALITY

E.1 The supplier must keep the personal information confidential.

E.2 The supplier cannot communicate personal information to anyone or take a copy of personal information unless this is absolutely necessary to carry out the supplier's obligations towards the customer according to the Agreement and it is provided that the individual, who obtains the personal information is aware that the information is confidential and has agreed to keep the personal information confidential according to the Agreement.

E.3 The supplier can limit the access to personal information to the associates for whom it is necessary to have access to the personal information in order to be able to fulfil the supplier's obligations towards the customer.

E.4 The supplier's obligations according to point E consist without a time limit and no matter if the Parties' cooperation has ended.

E.5 The customer must handle the confidential information that he receives from the supplier confidential and cannot exploit or disclose the information.

F: TRANSFER AND CHANGES

F.1 The parties can at any time agree to change/hand over the Agreement. The changes must take place in writing.

G DURATION AND TERMINATION OF THE AGREEMENT

G.1 The agreement enters into force by signature and is valid until the Data Processing Agreement is terminated or cancelled by one of the Parties.

G.2 Regardless of the Agreement's formal contract period, the Agreement continues to apply, as long as the supplier processes the personal information that the customer is a data controller of.

G.3 In case of a termination of the Agreement, the supplier must loyally and quickly contribute to a transfer of the data processing to another supplier or to return the personal information to the customer.

G.4 The supplier must immediately after a request from the customer transfer or delete personal information that the supplier processes for the customer, unless EU-law or the legislation prescribes storage of the personal information.

APPENDIX 1

This Appendix is an instruction to the supplier in connection with the supplier's data processing for the customer.

The processing of personal information at Digital-Servicebook.com is described in the following.

Please notice that the supplier only processes the categories of personal information, where "Processing" is marked with a "Yes"

| | |
|--|---|
| Purpose and the nature of data processing | The purpose of processing personal information is that a workshop's service records for a registered car can be made available on the Internet for the workshop, which the registered has chosen. The service records are updated by the chosen workshop. |
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|--|---|--|
| Categories of registered | Mainly car owners, who have signed up at Digital-Servicebook.com Other persons who sign up at Digital-Servicebook.com | |
| Category of personal information | | Processing |
| Special categories of personal information (cf. Article 9) | Racial or ethnic origin, Political opinions, religious or philosophical beliefs, Trade union relationships, Genetic information, Biometric information for the purpose of uniquely identifying an individual, Information concerning health sexlife or sexual orientation | No |
| Information on criminal matters (cf. Article 10) | Includes personal information concerning criminal convictions and offences or associated security measures | No |
| Confidential information | The registered person's personal identification number | No |
| Confidential information | The registered person's password for Digital-Servicebook.com | Yes, but only in an encrypted version in the access system |

| | | |
|------------------------------|--|-----|
| General personal information | <p>The registered person's E-mail</p> <p>The registered person's Mobile number</p> <p>The registered car - Plate Number & VIN</p> <p>Service records related to the registered car:</p> <p>Registrations in the service records: Only the pre-defined options at Digital-Servicebook.com can be used: Oil change, tire change and similar.</p> <p>No other possibilities for registration in the system – as e.g. free text.</p> | Yes |
|------------------------------|--|-----|

Assistance to the data controller (the customer) cf. Chapter III in the Personal Data Act concerning:

- The obligation to inform about collection of personal information from the registered persons
- The obligation to inform, if personal information has not been collected from the registered person.
- The registered person's right to access
- The right to correction.
- The right to deletion "the right to be forgotten".
- The right to limitation of processing.
- Notification obligation in connection with correction or deletion of personal information or limitation of processing.
- The right to data portability.
- The right to object.
- The right to object to the result of automated, individual decision-making including profiling (Please notice: Digital-Servicebook.com does not use automated decision-making and profiling)

Obligations towards the data controller (the customer) regarding security measures

cf. Article 32-36 in the Personal Data Act concerning:

- Implementation of appropriate technical and organizational measures in order to ensure the level of security which is in line with the risks of processing.
- Notification of any breach of the personal data security to the controlling authority (Datatilsynet) without any unnecessary delay and if possible no later than 72 hours after the fact that the data controller has become familiar with the breach unless it is unlikely that the breach of the personal data security involves a risk of a physical person's rights or freedom.
- Without any unnecessary delay – to inform the registered person(s) about the breach on the personal data security, when such a breach is likely to involve a high risk of physical persons' rights and freedom.
- Implementation of an impact assessment concerning data protection if a type of processing most likely will include a high risk of affecting physical persons' rights and freedom.
- Consultation with the controlling authority (Datatilsynet) before processing, if an impact assessment concerning data protection shows that the processing will lead to a high risk in lack of precautions made by the data controller in order to limit the risk.