

TECHDOC TERMS AND CONDITIONS

These are the terms and conditions on which we give access to the online publications on our TechDoc Website.

Please read these terms carefully before you register and subscribe to our online publications. They tell you about us, how we will provide our services and products to you and other important information.

1. Identity of the seller

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Company number: 0441.571.714

2. Definitions

- 2.1. "Buyer" means both Consumers (B2C) and professional customers (B2B) registering, buying a license to Use and Using the Publications.
- 2.2. "Consumer" means any natural person acting for purposes which are outside his trade, business, craft or profession.
- 2.3. "Publication(s)" means the publications and tools as made available by TME on this Website, as of the date of acceptance of, and in line with, the Terms and Conditions.
- 2.4. "TechDoc Website" means the www.techdoc.toyota-europe.com - website or the www.techdoc.lexus-europe.com - website.
- 2.5. "Use" or "Using" means to access, install, or otherwise benefit from using the functionality of the Publications.

3. Applicability

- 3.1. These Terms and Conditions apply to every offer on the TechDoc Website.
- 3.2. Some provisions of these Terms and Conditions only apply to Consumers. This will always be explicitly stated in the relevant provision.
- 3.3. Placing an order on the TechDoc Website is an explicit acceptance of the present Terms and Conditions, which are always available via the Website.
- 3.4. General terms and conditions that the Buyer uses do not apply, unless expressly agreed to in writing by us.
- 3.5. We reserve the right to change and/or supplement the Terms and Conditions at any time for future orders.

4. Our offer

- 4.1. When publishing our offers, we pay a lot of attention to the correct description of the title, the price and any specific modalities. Should an error nevertheless crept into the given information, you have the choice between cancelling the order or accepting the offer against the corrected conditions.

- 4.2. Subscriptions to Publications are offered in hourly, daily, weekly, monthly, or yearly intervals. All subscriptions expire at midnight, CET on the last day of your term. This means, for example, that a one-day subscription may provide greater than 24 hours of usable access.
- 4.3. The subscription rates are displayed on the Website. All subscription rates **include VAT** (at the applicable rate for your country) and shipping costs.
- 4.4. Offer, frequency of appearance and editorial formula can be adjusted at any time. In those cases, you have the option to cancel your subscription. We are not liable if a publication disappears from the offer.

5. Your order

- 5.1. The TechDoc Website contains both payable and free to view Publications. You must first register to view any Publication. You can view free-to-view Publications once you are a registered user. To view payable Publications, you will need to purchase a subscription.
- 5.2. To purchase a subscription, click the "Buy Subscription" or "Buy License" button on the Services page. Then you will need to accept our Terms and Conditions and confirm your order by pressing the order button with the caption **"order and pay now"**.
- 5.3. Your order is complete and the agreement between us is final as soon as we confirm your order by e-mail and as soon as we have received the approval of the card issuer for your payment transaction by credit or debit card. We accept Visa, MasterCard and Bancontact. If the issuer of your card refuses to agree to your payment to us, we cannot be held responsible for delays in the delivery and/or non-delivery of your order. Orders without valid payment in the name of the registered cardholder will not be accepted or processed.

6. Right to Use

- 6.1. Subject to the restrictions and limitations set forth below, the Buyer can Use the ordered Publications for his private purpose only. All rights in and to the Publications not expressly granted to the Buyer in these Terms and Conditions are reserved to TME and its Licensors.
- 6.2. The right to Use the Publications is only granted to the Buyer who completes the purchase.
- 6.3. The Buyer does not have the right to share, distribute, sell, rent, lease or copy the Publications to third parties for commercial or non-commercial use. The Buyer shall not modify, disassemble, reverse engineer, or decompile the Publications, or otherwise reduce any part of the Publications to any human readable form except to the extent the Buyer may be expressly permitted to decompile under applicable law.
- 6.4. Use of an ordered Publication by persons other than the original Buyer voids and terminates the subscription without refund of subscription fees.

7. Right to withdraw for Consumers

- 7.1. If you, as a Consumer, purchase a subscription, you have the right to withdraw from the agreement within a period of fourteen days, without giving any reason. This period runs from the date of purchase of the subscription. To exercise this right, you must formally inform us by e-mail or telephone that you wish to cancel the purchase. You can also use the below withdrawal form for this. You will receive a written confirmation of the withdrawal by e-mail.

To [here the trader's name, geographical address and, where available, his fax number and e-mail address are to be inserted by the trader]:

I/We hereby give notice that I/We withdraw from my/our contract of sale of the following goods/for the provision of the following service,

Ordered on/received on,

Name of consumer(s),
Address of consumer(s),
Signature of consumer(s) (only if this form is notified on paper),
Date

- 7.2. The refund will be made in the same way as your payment. The refund will take place within fourteen days after receipt of your withdrawal.
- 7.3. By accepting these Terms and Conditions, you expressly agree that we may immediately start executing the license agreement for the delivery of our online Publications and we do not have to wait for the fourteen-day withdrawal period. You acknowledge that, as soon as the execution has started, you can no longer exercise your right of withdrawal for these online Publications.

8. Warranty

- 8.1. We guarantee to Consumers that our products are in conformity with your order and meet the normal expectations that you may have of them considering the specifications of the product.
- 8.2. For Consumers, we apply the legal guarantee period of two years for the delivery of digital content, if the content does not comply with the order placed. This means that in the event of defects or malfunction of the content, a free repair or replacement is possible up to two years after delivery. Only if the repair or replacement is excessive or impossible or cannot be carried out within a reasonable period, you have the right to demand a price reduction or the termination of the agreement.
- 8.3. Except for the above-mentioned legal guarantee for Consumers and except for any warranty, condition, representation, or term that may not be excluded or limited by applicable law, TME hereby expressly disclaims all warranties or conditions, either express or implied, including, but not limited to any implied warranties of merchantability or fitness for any particular purpose, and any warranties that may arise from usage of trade or course of dealing. TME makes no warranties and expressly disclaims any implied warranties of title and non-infringement of third-party rights.
- 8.4. TME does not warrant, guarantee, or make any representation as to the correctness, accuracy, or reliability of the information contained in Publications.
- 8.5. IN NO EVENT WILL TME OR ITS SUBCONTRACTORS OR LICENSORS BE LIABLE TO THE BUYER AND/OR ANY THIRD PARTY, FOR ANY DAMAGES, LOSSES OR DAMAGES TO PROPERTY, LOSS OF BUSINESS OR DATA, CLAIMS OR COSTS WHATSOEVER OR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, BUSINESS INTERRUPTION, LOST BUSINESS INFORMATION, EVEN IF A TME REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. In any event, TMEs aggregate liability and that of its subcontractors and licensors under or in connection with these Terms and Conditions shall be limited to the amount paid for the Publications. The foregoing limitations and exclusions apply to the extent permitted by applicable law.

9. Force majeure

- 9.1. In case of force majeure, we are not obliged to fulfil our obligations. In that case, we can either suspend our obligations for the duration of the force majeure or dissolve the agreement definitively. As a Consumer, you also have the same right in the event of force majeure.
- 9.2. Force majeure is any circumstance beyond our control that prevents the fulfilment of our obligations in whole or in part. This includes, among other things, strikes, fire, business

disruptions, energy failures, malfunctions in a (telecommunications) network or connection or used communication systems and / or the unavailability of our website at any time, non-delivery or late delivery of suppliers or other third parties engaged, ...

10. Intellectual property

- 10.1. The Publications are the intellectual property of TME and its subcontractors or licensors.
- 10.2. The content, structure, organization and code of the Publications are valuable trade secrets and confidential information of TME and its subcontractors or licensors. The Publications are protected by law, including but without limitation the copyright laws of Belgium and other countries, and by international treaty provisions.
- 10.3. Except as expressly stated herein, title to the Publications, all copies thereof, and all rights therein, including but not limited to all rights in patents, copyrights, trademarks, and trade secrets applicable hereto, shall remain with TME or its subcontractors or licensors.
- 10.4. The purchase of any of the subscriptions under these Terms and Conditions does not transfer to Buyer, either expressly or by implication, title to any intellectual property right contained in the Publication.

11. Complaints and disputes

- 11.1. If you have a complaint, you can always reach us via info@toyota-tech.eu. If necessary, you can contact the Consumer Mediation Service (<https://consumentenombudsdienst.be/nl>). In case of disputes with a cross-border character, you can also appeal to the Online Dispute Resolution platform of the European Union via this link: <http://ec.europa.eu/odr>.
- 11.2. These Terms and Conditions and all disputes arising from them will be governed by and construed in accordance with Belgian law. The content of the TechDoc Website will not be regarded as a specific invitation addressed to the Consumer, or as an advertisement in the country in which the Consumer has his habitual residence. If, for reasons of international law, another law is applicable, the interpretation of these general terms and conditions will primarily refer to Book VI of the Belgian Code of Economic Law.
- 11.3. The competent courts in Brussels (Belgium) will have exclusive jurisdiction over all disputes relating to these Terms and Conditions, the order, the purchase and the use of the Publication.

12. Notices

- 12.1. All requests and notices given under these Terms and Conditions will be in writing and will be by personal delivery, facsimile transmission, or by certified or registered mail, return receipt requested (or in the case of notices from TME to the Buyer, by e-mail) and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of delivery of electronic transmission. Notices from the Buyer to TME will be sent to the following address info@toyota-tech.eu. Notices to the Buyer will be sent to the address or email address that the Buyer has provided to TME. The Buyer warrants that the contact information he provided with these Terms and Conditions is accurate and current as of the date he provided such information.

13. Miscellaneous

- 13.1. If any provision of these Terms and Conditions would be unlawful, void or for any other reason unenforceable, this provision will be deemed to be severable from these Terms

and Conditions and will not affect the validity and enforceability of the remaining provisions. The provision shall be replaced by a valid and enforceable provision consistent with the intention of the parties.

13.2. These Terms and Conditions may only be modified in writing and duly signed by an authorized person of TME.

13.3. These Terms and Conditions constitute the entire agreement between the Buyer and us regarding the matter contained therein.