

## PACCAR CONNECT SERVICES (PLATFORM ) TERMS OF SERVICE

### 1. Applicability of these Terms

- 1.1. These Terms of Service govern your access to, and use of, this PACCAR Connect Services. By accessing or using our PACCAR Connect Services platform, you acknowledge to have read, understood, and agreed to be bound by these Terms of Service and to comply with all applicable laws and regulations.

### 2. About us

- 2.1. This PACCAR Connect Services platform is operated by DAF with whom you may enter into a Purchase Agreement for Products.
- 2.2. DAF's registered (and visiting) address is Hugo van der Goeslaan 1 (5643 TW) Eindhoven, the Netherlands. Our VAT identification number is NL801426972B01.
- 2.3. We offer first-line support to Users concerning the usage of the PACCAR Connect Platform or sale of Products. For this, please contact DAF.Connect@daftrucks.com.

### 3. Definitions / Terminology

- 3.1. For the purpose of these Terms of Service, the following terms shall have the following meaning:
  - (a) DAF: DAF Trucks N.V., or the company registered with the trade registry in the Netherlands (Kamer van Koophandel) as 17078445; also referred to as "we", "us" or "our".
  - (b) Parties: DAF and the User, together.
  - (c) Party: either DAF or the User.
  - (d) Personal Data: any information relating to an identified or identifiable natural person.
  - (e) PACCAR Connect Services: The web based application/platform where Users can log in to use PACCAR Portal Services and the PACCAR Connect Webshop.
  - (f) Product(s): the product(s) offered via the PACCAR Connect Platform. This includes apps in our Webshop, PACCAR Portal Services, data services and mobile services.
  - (g) Purchase Agreement: the agreement concluded between User and DAF for the provision of Products offered via the PACCAR Connect Platform by DAF to the User or the agreement concluded between User and third parties offering Products through the Paccar Connect Platform.
  - (h) PACCAR Portal Account: the PACCAR Portal Account provided by DAF to you.
  - (i) User(s): any legal entity making use of the PACCAR Connect Services to buy Products; also referred to in these Terms of Service as "you" or "your".
- 3.2. In these Terms of Use, 'written' also means by e-mail or other (electronic) medium.

#### **4. Description of the parties involved**

- 4.1. Any Purchase Agreement is established only between User and DAF unless it concerns Apps offered by third parties through the Webshop. In that case DAF acts as an intermediary and DAF is not and will not become a party to any Purchase Agreement.
- 4.2. You acknowledge and agree that all payments and refunds in relation to the Purchase Agreement will be handled solely by DAF.
- 4.3. You agree to address DAF or the Party offering the specific App directly for complaints and/or questions about the Products and the PACCAR Connect Platform.
- 4.4. To access and use the PACCAR Connect Services Platform, you must have a PACCAR Portal Account, an internet connection and a network-connected device (e.g. tablet, smartphone or laptop) with up-to-date software, including a modern browser (e.g. Chrome, Firefox, Edge or Safari). All costs related to the provision of such devices with network connection and internet connectivity shall be borne by you.

#### **5. Third party services and content**

- 5.1. In order to provide you with a better user experience of PACCAR Connect Services, we may require the use of third party technology components which may be subject to your agreement to terms and conditions supplied by these third parties. We strive to indicate the applicability of such additional terms and conditions where possible in a clear manner.
- 5.2. We may also display third party content via our PACCAR Connect Services (e.g. via frames or similar technologies). That content is the sole responsibility and liability of the third party making it available to you. We do not make any warranties or representations with respect to the accuracy, veracity or legal status of such third party content and disclaim any liability in this regard to the maximum extent possible under applicable law.
- 5.3. You warrant that you will enable us to comply with our obligations under any applicable third party terms and conditions as referenced in Clause 5.1 and comply with any third party terms and conditions applicable to you directly.

#### **6. What we expect from you**

- 6.1. When using our PACCAR Connect Services Platform, you must:
  - (a) have reached the age of 18 years;
  - (b) act in the course of a profession or business;
  - (c) use best efforts to protect the confidentiality and security of your PACCAR Portal Account and authentication data for the PACCAR Connect Services;
  - (d) not threaten or harass other Users or Dealers;
  - (e) not use our PACCAR Connect Services for the processing of infringing or otherwise unlawful content;
  - (f) not infringe upon DAF's or a third parties' intellectual property rights, and not commit any other wrongful acts towards DAF or a third party;
  - (g) not use it for commercial purposes (incl. customer solicitation), unless indicated otherwise;

- (h) not provide incorrect membership data, such as fake or alternative e-mail addresses and names;
- (i) not impersonate official DAF or Dealer personnel;
- (j) not use automated means to access or otherwise engage with our PACCAR Connect Services, beyond using interfaces explicitly provided by us for use by our Users (e.g. our API);
- (k) not interfere with, limit or impede access to or use of the PACCAR Connect Services for other Users;
- (l) not acquire access to PACCAR Portal Accounts not belonging to you or otherwise acquire access to any parts of our PACCAR Connect Services which should reasonably not be accessible to you;
- (m) not adapt, modify or reverse engineer the PACCAR Connect Services Platform, except insofar as such actions cannot be excluded under applicable law, without our explicit prior written consent;
- (n) not intentionally test the security of our PACCAR Connect Services Platform, without our explicit prior written consent;
- (o) not resell or otherwise re-provide (access to) our PACCAR Connect Services Platform, without our explicit prior written consent;
- (p) not intentionally obscure, spoof or hide relevant HTTP-information (e.g. IP-address, referrer-headers) to access or use the PACCAR Connect Services;
- (q) not remove any attributions crediting DAF and/or its content-licensors;
- (r) comply with all our reasonable instructions regarding the use of the PACCAR Connect Services, including these Terms of Service; and
- (s) comply with all applicable laws and regulations regarding online conduct, non-discrimination, intellectual property rights and data protection.

## **7. Suspension or termination**

- 7.1. We are entitled to suspend or terminate, with immediate and indefinite effect, and without prior notice, your access to or use of our PACCAR Connect Services if you, to be determined at our sole reasonable discretion, fail to comply with any of the instructions mentioned in Clause 6.1 or otherwise in these Terms of Service. You will not be entitled to any compensation or damages for this.
- 7.2. Notwithstanding Clause 7.1, we will notify you of any decision to suspend or terminate your access to or use of the PACCAR Connect Services Platform.
- 7.3. If you fail to comply with Clause 6.1 and cause damages, our decision to suspend or terminate your access to or use of the PACCAR Connect Services Platform will not affect our entitlement to also seek compensation for damages, and we expressly reserve the right to seek compensation of damages and costs.

## **8. Changes to the PACCAR Connect Services Platform**

- 8.1. We are entitled to change the PACCAR Connect Services, at any time and at our sole discretion. DAF aims to do so with minimally adverse impact on Dealers' and Customers' access to or use

of the PACCAR Connect Services Platform and will try to inform Dealers of any scheduled maintenance in advance. It is Dealer's responsibility to inform you of such maintenance as may be relevant.

- 8.2. We are entitled to permanently stop providing access to the PACCAR Connect Services to you or stop providing the PACCAR Connect Services to you, at any time and for whatever reason.

## **9. Changes to the Terms of Service**

- 9.1. We reserve the right to make changes to these Terms of Service at any time and without prior notice. Any changes to the Terms of Service shall enter into effect for all Users immediately upon posting the changes to our PACCAR Connect Services or upon informing you of the changes via other appropriate means. If you do not agree to the changed Terms of Service, you must discontinue your use of the PACCAR Connect Services.

## **10. Data protection and privacy**

- 10.1. In order to provide our PACCAR Connect Services to you, we may need to process your personal data. In addition, you yourself may also choose to store, upload, send, submit or otherwise cause content containing your personal data to be processed via our PACCAR Connect Services.
- 10.2. Our privacy policy (available at <https://www.daf.com/nl-nl/legal/privacyverklaring>) explains how we process and protect your personal data when you use our PACCAR Connect Services Platform. Be sure to read it before you start using our PACCAR Connect Services.

## **11. Security & responsible disclosure**

- 11.1. We recognize the importance of keeping our systems and data safe, so security is a top priority to us. However, we do realize that, despite our efforts, vulnerabilities may still exist. If you accidentally stumble upon a vulnerability in our PACCAR Connect Services Platform, we ask that you:
- (a) report this to us without undue delay, so we can take mitigating measures as soon as possible;
  - (b) not exploit or otherwise use the vulnerability more than strictly necessary for the purpose of assessing its extent and reporting it to us (e.g. do not disrupt the PACCAR Connect Services Platform for other Users, do not copy data from our systems and do not use the vulnerability to launch attacks or mass-communications against third party platforms or services);
  - (c) not share the vulnerability with any third party without our prior written consent; and
  - (d) submit any vulnerability report to us via e-mail at [info@daftrucks.com](mailto:info@daftrucks.com). We strive to respond to your report within ten business days and to treat your report and identity as confidential information.
- 11.2. We agree not to bring a claim for damages or file a criminal report against you for discovering a security vulnerability in our PACCAR Connect Services Platform provided that you adhered to all the steps described under Clause 11.1.

## **12. Intellectual property rights**

- 12.1. All our intellectual property rights, including but not limited to any copyrights, trademarks, design rights, database rights and know-how, in connection with the PACCAR Connect Services

Platform, including content not submitted by Users therein and the selection and arrangement thereof, are and shall remain the sole property of DAF and, if applicable, its licensors. These Terms of Service do not grant you any license or other right to use our trademarks, logo's or designs, nor do we transfer any of our intellectual property to you.

### **13. Warranties**

- 13.1. We try to provide our PACCAR Connect Services using a commercially reasonable level of skill and care. However, except as expressly described in these Terms of Service, we exclude, to the maximum extent permitted by law, all warranties, conditions or representations with respect to the PACCAR Connect Services. For example, we do not make any guarantees or commitments about the reliability, availability, non-infringement or suitability for your needs of our PACCAR Connect Services Platform. The PACCAR Connect Services Platform is provided "as-is" and "as-available".

### **14. Liability and indemnities**

- 14.1. We are not liable for any damages suffered by you, directly or indirectly, related to the use of our PACCAR Connect Services Platform, regardless of the nature of the claim (i.e. tort, contract or otherwise).
- 14.2. Should the exclusion of liability as stipulated in Clause 14.1 not be enforceable against you, our liability shall be limited to the compensation of damages directly attributable to us and limited to a total amount of EUR 1.500,-. Notwithstanding the previous sentence, we are never liable for: indirect damages, consequential damages, loss of profits, loss of data, costs of data repair, loss of savings, and damage due to business interruption or delays.
- 14.3. None of the exclusions or limitations stated in these Terms of Service shall apply to damages caused by willful misconduct or gross negligence (in Dutch: '*opzet of bewuste roekeloosheid*') on our part.
- 14.4. You agree to indemnify and hold us, our suppliers and our affiliates, harmless from and against all third party liabilities, claims, damages and expenses (including reasonable attorney fees) arising from, in case of API-usage, your access to or your use of the PACCAR Connect Services Platform.

### **15. Feedback**

- 15.1. You hereby grant DAF a worldwide, perpetual, royalty-free, fully paid, non-exclusive license to use any suggestions you may have about our PACCAR Connect Services Platform, complaints or other feedback for the purpose of correcting, improving or further commercializing DAF's Services. The license contained in this Clause shall survive termination of any agreement between you and DAF.

### **16. Applicable law and dispute resolution**

- 16.1. These Terms of Service are governed by the laws of the Netherlands, without application of its conflict of laws-rules.
- 16.2. We will first attempt to settle any dispute that arises amicably. Should we not be able to reach an amicable solution, any disputes arising between DAF and the User in connection to the PACCAR Connect Services Platform, the Terms of Service will be submitted to the District Court of Amsterdam in the Netherlands. This court shall have exclusive jurisdiction.

## **17. Miscellaneous**

- 17.1. These Terms of Service are available in English and all agreements governed by them shall be considered concluded in English. Translations to other languages may be provided for the sake of convenience, but the English version shall always be leading with respect to the interpretation of these Terms of Service and all agreements governed by them.
- 17.2. We are entitled to subcontract and assign our rights and obligations under these Terms of Service to any third party without your consent. In doing so, we will always take into account and comply with applicable data protection legislation.
- 17.3. Should any provision of the Terms of Service be or become invalid or unenforceable in whole or in part, the remaining provisions shall continue to apply in full, and DAF and User agree to negotiate in good faith with respect to a valid and enforceable provision approaching as closely as possible the intent of the invalid or unenforceable provision, in order to replace it.
- 17.4. Any failure by DAF to enforce any provision of the these Terms of Service at any time shall not be deemed to be a waiver of its right under these Terms of Service, nor shall it prejudice any of its right to take subsequent action.
- 17.5. These Terms of Service set forth the entire agreement between the User and DAF and supersede any and all prior proposals, agreements, understandings, and contemporaneous discussions, whether oral or written, between the User and DAF with respect to the PACCAR Connect Services Platform.

**Version 2, 2 April 2024**