

Terms and Conditions for the Registration and Use of any.site

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We, Bosch Rexroth AG ([Zum Eisengießer 1, 97816 Lohr am Main, Germany](#)), operate a digital platform, any.site, which enables companies and end-users to utilize innovative digital services and applications to optimize their service processes and increase their service efficiency. These services primarily include software applications in the form of intelligent Bots. The Bots are intended to assist you as an end-user in independently finding solutions to service problems based on manuals, documentation, and other technical materials. This aims to shorten response times, increase the efficiency of service processes, and enhance customer satisfaction.

Therefore, we are providing you with free, registration-based access to our any.site platform (hereinafter: "SERVICE"). These Terms and Conditions for Registration and Use apply to the use of the SERVICE by you as end user. You can read and print out the valid version under <https://anysite-app-dev.azurewebsites.net/legal-notice>.

1. Offer and availability of SERVICE

- 1.1. You initially have the opportunity to test the Bots under real conditions and in accordance with the provisions of these Terms and Conditions for the Registration and Use during the evaluation phase, and to assess their functionality, user-friendliness, and added value for your service processes. After the end of the evaluation phase, we reserve the right to discontinue or continue operating the SERVICE. In the latter case, re-registration is not required; your contractual relationship will automatically continue pursuant to sec. 15. We will inform you thereof in due course.
- 1.2. The scope and precise content of the SERVICE is set out in the SERVICE description, in the concrete technical structure and also in the specific functionalities of the SERVICE that are available. For clarification, it is expressly clarified that the OEM is responsible both for uploading the Bots developed by it or by a third party on its behalf, and for the quality and maintenance of the Bots on the SERVICE.
- 1.3. The SERVICE is only accessible for entrepreneurs. For the purpose of these Terms and Conditions for Registration and Use an "entrepreneur" means a natural or legal person or a partnership with legal personality who or which, when entering into the contract, acts in exercise of his or its trade, business or profession (section 14 (1) German Civil Code (BGB)). By registering for this SERVICE, you confirm that you exercise your industrial or independent professional activity.
- 1.4. We reserve the right to change, supplement and discontinue at any time the SERVICE offered or to limit the time period of the use of free SERVICE provided, or to make them in the future available for remuneration only. As user, you do not have an entitlement to the provision of the SERVICE or parts thereof being continued.
- 1.5. SERVICE will be offered in English and/or German language. Provision of other languages are for convenience only without any right for availability.

- 1.6. There is no entitlement to uninterrupted provision of SERVICE. It is possible, that the access to or the use of SERVICE may be interrupted or impaired by maintenance work, further developments or otherwise interrupted or impaired due to malfunctions which can possibly also lead to loss of data. For instance temporary restrictions or interruptions may occur, inter alia due to technical faults (e.g. interruption to the power supply, errors in the hardware or software, technical problems in the data lines). We endeavor to provide usability of the SERVICE that is as free from interruption as possible within the framework of our technical and operational possibilities.

2. Registration and responsibility for the access data

- 2.1. For the use of the SERVICE, it is necessary to pre-register and set up a user account and possibly a public profile. Some SERVICES enable registration using your SingleKey ID of Robert Bosch GmbH (Robert Bosch Platz 1, 70839 Gerlingen-Schillerhoehe, Germany). In this case you can use your User ID of Robert Bosch GmbH single sign-on authentication SERVICE if you have already successfully registered for a SingleKey ID. Otherwise you can set up a new Bosch User ID with your e-mail address of any email provider which enables you to use various independent services of the Bosch Group. In this case, the "General Terms and Conditions for the Registration and Use of a Central Bosch ID" shall apply additionally which you will have to accept during registration for the central Bosch ID.
- 2.2. You will either be invited as a user by an OEM and receive an activation link for the creation of a company account, or self-registration is also possible. The first user creates the account on behalf of the company and, after successful activation (see Section 2.7), can invite further employees as users of the company account. We do not perform user administration. After successful activation, an OEM will assign Bots to you (upon request). It is the OEM's responsibility to assign the appropriate Bots to your company account.

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- 2.3. During the course of the registration process, you will be asked to stipulate your access data. This comprises your e-mail address and a freely-selected password. It is not normally necessary to provide any additional master and/or contact data during registration. However, you are given option to provide additional contact data on a voluntary basis during registration already. The fields for the data required for access are marked as obligatory fields.
- 2.4. When you enter specific data (especially contact data) during registration or when using the SERVICE, the data must be complete and correct. If this data changes during the course of your use, then you must correct your data promptly in your personal settings insofar as is possible. If it is not possible for you to correct the data, then you can notify us of your changed data. If any costs arise due to the incorrect data, you are obliged to reimburse these costs.
- 2.5. You can only register for the use of the SERVICE once using the e-mail address used. We reserve the right to amalgamate existing multiple accounts if this is necessary and is not overridden by your legitimate interests. If there is such an amalgamation, we shall inform you thereof accordingly and in such good time as to enable you to object to the amalgamation.
- 2.6. During registration we do not generally conduct any examination of your identity or of the data you provide. We do not therefore guarantee that a user is the person which the respective user claims to be. When you use the Community, you have to indicate a display name for this. You are responsible for this display name not infringing any third-party rights, in particular not infringing any name or trademark rights or violating provisions of statute or accepted principles of morality.
- 2.7. By sending your registration data you make us an offer to enter into a usage relationship on the basis of these Terms and Conditions for Registration and Use and, if appropriate, of other additionally applicable terms. The decision on acceptance of the offer is discretionary. After you have dispatched the registration data, an e-mail confirmation will be sent for you to verify the data provided. In order to complete the registration, you have to click on the activation-link provided in the e-mail confirmation. Your offer is accepted by activating the access you applied for and you are authorized to use the relevant SERVICE within the framework of these Terms and Conditions for Registration and Use and, if appropriate, of any other terms and conditions which may be additionally applicable.
- 2.8. Your registration, the usage relationship and the user account together with the access data are non-transferable. You must keep your access data and

password secret and by no means disclose them to unauthorized third parties. You are therefore responsible for ensuring that your access to the SERVICE and the use of the SERVICE is solely conducted by you or by persons authorized by you. We must be notified without undue delay if there is any reason to fear that unauthorized third parties have obtained or will obtain knowledge of your access data.

Please note: You are fully responsible for every use and/or other activity conducted using your access data.

3. Blocking access

- 3.1. We can block your access to the SERVICE at our discretion either overall or to individual part areas, either temporarily or permanently, if there are specific reasons indicating that you are acting or have acted in violation of these Terms and Conditions for Registration and Use and/or applicable law, or if we have any other legitimate interest in blocking access. When deciding on a block and on limiting the time period thereof, your legitimate interests shall be taken into adequate consideration.
- 3.2. You shall be advised by e-mail in the event of a temporary or permanent block of your access authorization. In the event of a temporary block, your access will be reactivated after expiration of the period of the block or of the permanent elimination of the reason for the block and you shall be advised of this by e-mail. Access authorization that has been blocked permanently cannot be reinstated, leading to a termination of use. In this case, a new registration is forbidden.

4. Term, Termination of use

- 4.1. The use of the SERVICE within the evaluation phase shall continue until February 28, 2025. After the end of the evaluation phase, we reserve the right to discontinue or continue operating the SERVICE. In the latter case, re-registration is not required; your contractual relationship will automatically continue pursuant to sec. 15. We will inform you thereof in due course.
- 4.2. You can deregister at any time with immediate effect from the SERVICE. Please send as an email to support.anysite@boschrexroth.de so that we can delete your account. We too reserve the right to terminate the access to the SERVICE at any time, especially if you do not use your access over a long period or if you only use your access to a limited extend.
- 4.3. In the event of the full termination of your usage contract, we have the right, after expiration of any retention periods, to immediately and irretrievably delete all of the data created in connection with your

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usage. The data protection regulations take precedence for personal data.

5. Scope of permitted use, monitoring usage activities

- 5.1. Your usage authorization is limited to the access to and use of the SERVICE in the context of section 1.
- 5.2. You are responsible yourself for creating the technical conditions required for the use of the SERVICE in compliance with the contract (in particular web browser and Internet access and/or software and hardware environment). We do not owe any advice in this respect.
- 5.3. We point out that usage activities can be monitored to the extent permitted by statute in the German Telemedia Act and the German Federal Data Protection Act (BDSG) and that we can be under a legal obligation to monitor usage activities. This can also include logging IP connection data and conversations and evaluating them if there is any concrete suspicion of a violation of these Terms and Conditions for Registration and Use and/or any concrete suspicion of the commission of any other unlawful act or criminal offense.

6. Protection of CONTENT

- 6.1. The CONTENT available in connection with the SERVICE is largely protected by copyright, trademark and competition law or by other protective rights and is our property, the property of our customers or of other third parties which have made the respective CONTENT available. The composition of the CONTENT within the SERVICE also enjoys copyright protection as such. You may use this CONTENT solely in accordance with these Terms and Conditions for Registration and Use and within the designated framework of the SERVICE.

7. Usage right to available CONTENT

- 7.1. Unless more far-reaching usage is explicitly permitted in these Terms and Conditions for Registration and Use or in the context of the SERVICE description or is enabled within the SERVICE by means of a corresponding functionality (e.g. by a download button),
 - you may retrieve and display the available CONTENT solely for your own internal business purposes. Any commercial use of the available CONTENT exceeding this is forbidden (see also section 8). This right of use is limited to the duration of the existence of your contract of use;
 - you are forbidden from processing, changing, translating, presenting or demonstrating, publishing, exhibiting, reproducing and distributing the available CONTENT in whole or in part (including use of so-called I-framing). You are also forbidden from removing or changing copyright notices, logos and other distinguishing marks and protection notices.

- 7.2. You are only authorized to download CONTENT ("DOWNLOAD") and to print out CONTENT if the SERVICE provides a DOWNLOAD and/or printing possibility as a functionality (e.g. by means of a download button).

- 7.3. You are granted a non-exclusive, non-sublicensable, non-transferable, revocable right of use for an unlimited period of time to use the respective CONTENT which you have correctly Downloaded or printed out, for use for your own purposes or for purposes of the members of your family living in your household, see sec. 7.1. In all other respects the entire rights in and to the abovementioned CONTENT remain with the original holder of the rights.

- 7.4. The mandatory statutory rights (including reproduction for private and other personal use pursuant to sec. 53 German Copyright Act (UrhG)) remain unaffected.

8. Usage guidelines, rules of conduct (netiquette)

- 8.1. Commercial use is solely permitted to the extent defined in subsection 7.1. Commercial use which is not permitted includes the following in particular:
 - all offers of and advertising for content, services and/or products for remuneration, both those of the user and those of third parties;
 - all offers and advertising for and the conducting of activities with a commercial background such as promotional contests, draws, barter transactions, ads or pyramid schemes;
 - any electronic and/or other collection of identity and/or contact data (including e-mail addresses) of users (e.g. to send unsolicited e-mails);
 - the exploitation of the SERVICE, including the CONTENT offered herewith, for remuneration.
- 8.2. You are forbidden from undertaking any activities on or in connection with the SERVICE which violate applicable law, which infringe third-party rights or violate the principles of the protection of minors. You are forbidden from taking the following actions in particular:
 - uploading, distributing, offering and advertising CONTENT, SERVICE and/or products which is/are pornographic and/or fraudulent, violate(s) laws for the protection of minors, data protection law and/or other law;
 - using CONTENT by which other users or third parties are offended or libeled;
 - using, providing and distributing CONTENT, SERVICE and/or products which are protected by statute or encumbered by third-party rights (e.g. copyright), without being explicitly authorized to do so;

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- exchanging information and advice on illegal or illegally-acquired software, and posting product keys or links to illegal or cracked Downloads, etc.;
- storing, publishing and/or transmitting information which infringes or may infringe third-party rights, in particular patents, trademarks, copyrights or rights related to copyright, trade secrets, rights of personality or property rights;
- giving instructions on the prohibited manipulation of technical equipment.

8.3. If you should become aware of any use of the SERVICE that is illegal, abusive, in breach of contract or otherwise unauthorized, you can contact us and report such unauthorized use. We shall then investigate the incident and take appropriate steps if applicable.

9. Naming for Reference Customer Purposes, Feedback

9.1. If you provide corresponding consent during registration, we are entitled to name you as an End User for marketing and promotional purposes as a reference (in particular for case studies, website testimonials, in marketing/promotion material and during product demonstrations). In doing so, we will use your company logo and company information (hereinafter collectively: MATERIAL), which you will separately provide to us. For this purpose, you grant us and our affiliates in the meaning of Section 15 German Stock Corporation Act (AktG) a non-exclusive right of use to the MATERIAL, limited to the duration of the business relationship, unlimited geographically in terms of country/region. The MATERIAL may be published on our website, in print media, in multimedia presentations, in social media, and in press releases. Should our business relationship end, we will no longer use the MATERIAL for future publications; however, already published content will not be altered or deleted. We have no right to make graphical changes to the logo. We reserve the right to make editorial changes to other information. You warrant that you have full rights to use the MATERIAL and that our use to the extent specified herein does not infringe any third-party rights, including but not limited to copyrights, trademarks, personal rights, and other related intellectual property rights. In the event that a third party holds a copyright to the MATERIALS, you warrant to us that this party has waived their right to attribution pursuant to Section 13 (2) of the German Copyright Act (UrhG). Otherwise, you must provide us with the MATERIAL along with all associated copyright notices. We will ensure that your reputation and goodwill are not harmed by the use of the MATERIAL for promotional purposes and will particularly observe the rules for truthful advertising.

9.2. We are entitled to contact you regularly during the evaluation phase to obtain feedback. This feedback shall particularly cover the following aspects:

- Bot performance and quality: Includes the quality of responses, action recommendations, response times, and error identification.
- Platform and documentation: Refers to the user-friendliness of the platform and the relevance of the provided documentation.

10. Limitation of liability

10.1. Neither the OEM nor we assume any warranty for the accuracy, completeness, or up-to-dateness of the information provided by the Bots. The Bots serve merely as tools and do not replace professional advice or training.

10.2. The use of the Bots is at your own risk. You are responsible for the use of the Bots and are liable for all damages arising from its use, particularly for damages due to erroneous responses or action recommendations of the Bots.

10.3. We are liable in accordance with the provisions of statute in the event of injury to life, body or health of a person, in the event of fraud, intent or gross negligence, in accordance with the provisions of the German Product Liability Act [Produkthaftungsgesetz], to the extent of a guarantee that we have provided and when sec. 44a German Telecommunications Act (TKG) becomes applicable. In all other respects our liability is excluded. The above restriction of liability shall also apply in the event of negligent breach of duty by our statutory representatives, executive employees and/or by persons engaged to perform an obligation of ours [Erfüllungsgehilfen] and with respect to the fault of one of the persons engaged to perform an obligation of ours and to the personal liability of our employees, representatives and corporate bodies [Organe].

11. Indemnity

11.1. You are obligated to indemnify, defend and hold us harmless from and against all costs and claims raised and/or lawsuits brought against us by third parties on account of the infringement of their rights by your USER CONTENT or due to a violation of the law committed by you when using our SERVICES.

11.2. In addition, you are obligated to reimburse us for all fees, expenses and costs accruing due to the above claims or lawsuits, in particular the costs of reasonable legal defense, including the court costs and attorney fees. This does not apply if and to the extent that you prove that you were not responsible for the above infringement or violation.

12. Access to and Use of Data/ Data Protection

12.1. You may have access to all information collected, processed and/or stored in digital form (hereinafter: "DATA") falling within the scope of Regulation (EU) No

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- 2854/2023 (hereinafter: “**DATA ACT**”), i.e., raw data, metadata and interpretable (if necessary for later transmission or analysis or made understandable pre-processed) DATA (hereinafter: “**ORIGINAL DATA**”), in accordance with the provisions and restrictions of the DATA ACT.
- 12.2. We will use, store, copy, modify, analyze, provide, view, download or otherwise exploit the DATA ourselves or by third parties for the purpose of providing the service.
- 12.3. We may use the data in anonymised or pseudonymised form for machine learning and product improvements or product expansions.
- 12.4. We assure that we will not use the ORIGINAL DATA to gain insights into your economic situation, assets, and production methods, or into your usage in any other way that could undermine your commercial position in the markets in which you operate.
- 12.5. To the extent permitted by law (especially with regard to sub-sec.12.4), we are entitled to store all ORIGINAL DATA and all DATA that does not fall within the scope of the Data Act, i.e. were made understandable (hereinafter: “**SECONDARY DATA**”), except personal data, beyond the purpose of the contract for any purpose, to use, and/or exploit. These purposes include, but are not limited to, improvement or expansion, production, commercialization and distribution our products and services, as well as statistical, analytical, and internal purposes.
- 12.6. In addition to sub-sec. 12.5 and as far as legally permissible, we are entitled to transfer all SECONDARY DATA and ORIGINAL DATA directly accessible by the SOFTWARE within the meaning of the Data Act (hereinafter: “**DIRECTLY ACCESSIBLE DATA**”), except personal data.
- 12.7. Personal DATA pursuant to Article 2 No. 17 Data ACT, i.e. ORIGINAL DATA, for which the IOT SERVICE does not provide direct access that is easily accessible to BOSCH REXROTH (hereinafter: “**READILY AVAILABLE DATA**”) are transferable within the scope of legitimate interest in the meaning of GDPR.
- 12.8. You shall ensure that you are entitled to grant the intended usage and exploitation rights in accordance with sub-secs. 12.2-12.7 as well as sub-sec. 12.9 and that you have not made any agreements that conflict with them. You will obtain any necessary authorizations/consents. Insofar as no legal or other permission exists, you are obliged in particular to obtain or have obtained the necessary consent of the end user in accordance with sec. 25 German Telecommunications Digital Services Data Protection Act (TDDDG). You indemnify us against all claims made by third parties (including government agencies) as a result of your violation of this sub-sec. against us.
- 12.9. Our rights pursuant to this sec. 12 are irrevocable, free of charge and apply worldwide and equally to the benefit of our affiliated companies within the meaning of Section 15 German Stock Cooperation Act (AktG).
- 12.10. Insofar as we and/or our affiliated companies process personal data, we and/or our affiliated companies within the meaning of Section 15 German Stock Cooperation Act (AktG) comply with the statutory data protection regulations. In this case, the details relating to the data collected and the respective processing thereof are set out in our [data privacy statements](https://www.boschrexroth.com/en/xc/home/privacy) (<https://www.boschrexroth.com/en/xc/home/privacy>) or the data protection notice of the respective SERVICE, of which you will be advised in an appropriate manner.
- 13. Compliance with export control regulations**
- 13.1. The export control clause of the “General Terms and Conditions of Deliveries and Services of Bosch Rexroth AG” (section 12) applies mutatis mutandis, available at <https://www.boschrexroth.com/en/de/legal-notice/>.
- 13.2. Furthermore, you are obligated to comply with all applicable national or international (re-)export control regulations, in particular embargoes or other sanctions (hereinafter: “FOREIGN TRADE REGULATIONS”). In particular, no information subject to or controlled by FOREIGN TRADE REGULATIONS may be used or provided for the use of the Bots or the any.site platform, unless the provision has been approved by the competent authority. You shall comply with the respectively applicable provisions of national, multinational and international (re) export control law, in particular with the (re) export control regulations of the Federal Republic of Germany, the European Union and the United States of America.
- 13.3. The examination and assurance of the export control law admissibility for the creation and provision of the Bots, as well as the granting and administration of access rights to the any.site platform, shall be the sole responsibility of the OEM. You agree that neither the Bots nor the any.site platform shall be used, either directly or indirectly, for the proliferation of chemical or biological weapons, nuclear weapons or other nuclear explosive devices, including their missiles, nor for military purposes.
- 13.4. We reserve the right to block your access to the SERVICE if a violation of FOREIGN TRADE REGULATIONS exists or if there is a suspicion of such a violation.
- 14. Changes to these Terms and Conditions for Registration and Use and to the SERVICE**
- 14.1. We reserve the right to amend these Terms and Conditions for Registration and Use at any time, also with effect within the existing contractual relationships. Unless otherwise agreed, we reserve the right to modify, discontinue, or make the provided SERVICE available

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for a fee at any time. You shall be advised of such changes at your first log-in/use after the effective date of the changes.

- 14.2. If you log-in/use the SERVICE after the effective date of the changes, you have to accept the changed Terms and Conditions for Registration and Use. If you do not consent, your usage relationship will be terminated in accordance with section 4.

15. Confidentiality

- 15.1. The confidentiality clause of the “General Terms and Conditions of Deliveries and Services of Bosch Rexroth AG” (section 13) applies mutatis mutandis, available at <https://www.boschrexroth.com/en/de/legal-notice/>.

16. Miscellaneous provisions

- 16.1. The laws of the Federal Republic of Germany shall

apply excluding German private international law and the UN Convention on Contracts for the International Sale of Goods (CISG).

- 16.2. The place of jurisdiction is Stuttgart, Germany, (for proceedings before the local court, this is the Amtsgericht (local court) in 70190 Stuttgart), but we also have the right to take legal action at your place of business at our discretion.

- 16.3. If any provision of these Terms and Conditions for Registration and Use should be or become ineffective, the effectiveness of the remaining provisions shall not be affected thereby. In this case, the ineffective provision shall be replaced by an admissible agreement approximating most closely the economic purpose of the original, ineffective provision. This also applies to completing any contractual omissions.

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