

## **CAMDS Use Conditions**

### **1 The CAMDS Purpose**

CAMDS (China Automotive Material Data System) is a data management platform for implementing recycling rate and prohibited/declare substance management to improve the recycling rate of automotive products, and it can also help car manufacturers to achieve information management of all levels products in supply chain. CAMDS was jointly invested and established by 16 China vehicle enterprises and research organizations. And these 16 organizations constitute the CAMDS Management Committee (hereafter called "Committee") which manages and makes decision of significant issues. China Automotive Technology and Research Center (hereafter called "CATARC"), the secretary unit of Committee, is assigned by Committee to be in charge of the development of CAMDS and its daily operation and management.

### **2 Scope of Usage of the CAMDS**

Any registered Users have to observe the Conditions when using the CAMDS.

By pressing the "Agree" button at the end of the Conditions, which means the User agrees to all terms. CATARC grants the User a non-transferable right to use the CAMDS and the use of any related software and database according to the Conditions.

"Use of CAMDS" in the sense of these Use Conditions means any kind of interaction with the CAMDS and includes data entry, data transmission, data maintenance, browsing material data sheet and also browsing data in CAMDS (e.g. material and basis substance). Use of the CAMDS also includes the provision of any kind of the CAMDS electronic or paper documents, voice or video information (online, offline).

A de-compilation of the program code is prohibited. The User is not entitled to transfer the rights and obligations received from CATARC to any third parties.

CATARC will reserve the recovering right in case losses are produced due to violations of the Conditions.

### **3 Account and client manager**

The account of vehicle enterprises will be provided by CATARC. The account of auto parts suppliers will be allotted by vehicle enterprises, and CATARC will also provide the account directly in case of needs. After the provision, one enterprise can get an account of client manager. The name and cipher of the account will be sent by the system automatically to the E-mail registered by the User.

Every enterprise should assign a special client manager to be responsible for the use of the system. The client manager is in charge of the registration and cancellation of the CAMDS accounts for company internal users and also in charge of granting different rights of usage for them.

Each CAMDS User's name and cipher of the enterprise will be provided by the client manager. All the problems met by the enterprise during the use of the CAMDS will be communicated and solved by the client manager and CATARC.

The enterprise shall ensure, that the client manager of the enterprise is qualified to do the job mentioned above, and is aware of CAMDS Use Conditions, and is responsible to ensure that company internal Users shall abide by all the Use Conditions. CATARC should be informed in time in case of changes of the client manager.

The use conditions shall be the prerequisite of becoming a user. Only registers who agree with the user conditions and register with stipulated registration procedures via the CAMDS can become a user.

The User should by him (her) self change the registration cipher according to the prompt given by the system when he (she) registers for the first time and write complete and accurate User information. The User should be responsible for keeping his (her) User name and cipher and any conduct under his (her) account (not including those which are not controllable). If any User finds act of tort on his (her) account or endangerment of his (her) account security, he (she) should report the situation to CATARC immediately. CATARC would not bear the responsibility unless the cause for the situation mentioned above comes from CATARC.

Out of the security consideration, any User should not tell his (her) User name and cipher to anyone including others' in the same enterprise.

#### 4 Data Input and Data Maintenance

Users must not input any legally prohibited or restricted content.

CATARC is responsible for the system functionality, but has no responsibility for the input data content entered by users. Those data uploaded by CATARC to the system for Users (basic substances, standard materials) are based on their best reasonable knowledge and experiences. And CATARC will take possible measures to ensure completeness and correctness of the data mentioned above via regular data maintenance. If Users find any mistake in the basic substances and the standard materials during the use, he (she) can inform CATARC of the matter for modification. At the same time, CATARC will take possible measures to ensure completeness and traceability of the data input by the User.

#### 5 Scope of Usage of Data

Registration information of all users and data input by any user is not achievable by any person except users.

##### 5.1 Enterprise related data

Name and address of an applicant enterprise provided within the registration process may, after the applicant has been granted permission to use the CAMDS, be made available to all Users.

Detailed information, such as the name of contacts listed, or client manager with e-mail, etc., is only available to the internal users of the applicant and the data recipient.

##### 5.2 User provided data

The Data-Providing USER remains owner of all data entered by himself (herself). The Data-Receiving USER may use the data provided into CAMDS for the sole purpose of creating material and/or substance documentations in the automotive industry, which includes statistical evaluations of material composition of components and complete vehicles, future evaluations requested by substance regulations.

The data provider has the right to mark the data entered as "confidential" or as "data for internal use". These data will only be available to those Users who are specifically designated.

The data in the CAMDS shall not be used for market research study or the purpose beyond the stipulation by the state statutes, e.g. to generate or serve as a technical data sheet for products or materials or safety data sheet for substances and preparations. The data receiving Users and CATARC shall in no way be permitted to sell, license, transfer or otherwise commercially exploit the data they received by the use of the CAMDS. The data receivers are obliged not to hand over any kind of data received or downloaded from the CAMDS and special information of the CAMDS to any third party. These data include material lists, basic material information or similar information.

##### 5.3 CATARC Access to accounts and Usage of Data

CATARC will treat any data in the CAMDS as strictly confidential and will not access the Users' information and other data as a general rule. Exception to this is system statistics, such as number of Users online, volume of use of system lists.

CATARC has the right to examine (access) the data in the CAMDS for the purpose of checking whether there are indications restricted and prohibited by the law and statutes.

## 6 Prohibited Use

In the process of using the CAMDS, any User shall not use the system in any manner that could damage or disable the CAMDS or interfere with any other User's use of the system.

### 6.1 No accessing into the system unauthorizedly

The User may not attempt to gain unauthorized access (e.g. hacking, cipher stealing, etc.) to the CAMDS, other User accounts, computer systems or networks connected to the CAMDS. The User shall not steal or attempt to seal the unauthorized information.

### 6.2 No gathering data unauthorizedly

Within the scope stipulated in the Conditions, the User is permitted to access the CAMDS by using a browser or by using the special supplementary software. The data in the system can be reserved in a way of system licensing. Any Users are not permitted to offline-reserve the data by using unauthorized tool software or other manners.

### 6.3 Training/Workshops

The use of the CAMDS for training or workshops of any kind without CATARC's permission is prohibited.

### 6.4 Other manners

The User is not permitted without CATARC's permission to use the CAMDS data completely or partly for the creation of other database or disclosure to any third parties in any form. Also linking, integrating or quoting of the CAMDS data are prohibited. In case of an act of tort, CATARC reserves the right to lock the User's account temporarily or permanently and claim damages resulting from such tort.

## 7 Cost of Using CAMDS

The appropriate application of CAMDS may require additional charge (such as internet connection charge, hardware using charge). Any of cost needs to be carried by the User.

## 8 Hours of operation

The CAMDS is generally scheduled to be available 24 hours. The working hour of customer service center is 8:30-12:00 and 13:30-17:00 (Beijing Time) from Mondays to Fridays (except Statutory holidays). However, CATARC does not guarantee the User system availability without any interruption and reserves the right to temporarily shut down the system e.g. for maintenance reasons.

## 9 System Security

CAMDS was developed under the consideration of the higher appropriate technical information security principle available. For the purpose of improving security, CATARC reserves all rights to implement changes to this concept. CATARC shall notify the User of any significant reduction of services caused by measures to improve the system's security within a reasonable period of time.

## 10 Modification of using rules

CATARC may to the utmost reasonable extent modify the use conditions. CATARC will notice the USER by electronic bulletin at least a month before the modified use conditions will be effective. If such modified use conditions are not accepted by the USER in writing or via online acceptance, the USER shall have the right to terminate his participation in the CAMDS according to Article 10 with immediate effect.

## 11 Termination/Access Restriction

The USER's access to CAMDS may be terminated by USER by giving thirty (30) calendar days prior written notice (mail or e-mail) to CATARC any time. In case of breach of these Use Conditions, the access may be terminated with immediate effect. The USER must agree that CATARC may establish limits concerning the storage space of the USER accounts in the CAMDS. CATARC reserves the right to terminate accounts that are inactive (i.e. not logging in the CAMDS) of more than one year and informs the USER by e-mail in advance at least twenty days before termination of a USER account. On termination of a USER account, the data related to this account will be destroyed. The USER may ask CATARC to provide a copy of the data in his account before destroying. Any costs associated to providing such copy is to be carried by the USER. At least one week before destroying, CATARC will inform the USER by e-mail.

Upon termination the USER shall immediately stop the use of the CAMDS.

Upon termination, CATARC is entitled to keep one copy of all data and information of the USER after termination for reasons of tendering of evidence.

## 12 Copyright

The USER may not modify, alter, adapt or merge the CAMDS software nor copy parts or whole of it except as functionally required to use the CAMDS, nor use the name CAMDS in conjunction with any other service or system without prior written approval of CATARC.

## 13 Limitation of Liability

13.1 CATARC will not be liable for the following circumstances unless the damage is caused by obvious negligence or willful misconduct of CATARC.

- Any damages caused by the use of the CAMDS service, data or by the third party in relation to sending, storing and receiving data in CAMDS.
- Any damages caused by the incorrect data input by users.

13.2 The data providing user shall ensure the accuracy and rationality of the data provided. Data providing user will not be liable for the third party claim damages or other damages caused by the use of those data by data receiver, unless the damage is caused by obvious negligence or willful misconduct of data providing user.

13.3 CATARC shall hold no liability for the abnormal operation of the CAMDS caused directly or indirectly by the elements of nature such as fire, flood, earthquake etc. and by the force majeure such as riots, internal turmoil, rebellion or by other cause beyond the control of CATARC.

## 14 Disclaimer Statement for Electronic Data Transfer

Due to the use of electronic data transfer, neither CATARC nor data providing user do warrant that the data is accurate, complete, correctly sequenced, without typographical error, reliable or timely, or the data will be uninterrupted by viruses or other factors.

#### 15 Links to Third Party Sites

The CAMDS sites contain links to third party web sites. The linked sites are not under the control of CATARC and CATARC is not responsible for the content of any linked sites nor any link contained in the linked site.

CATARC is not responsible or liable for web-casting or any other form of transmission received from any linked site nor is CATARC responsible or liable for if the linked site is not working appropriately. CATARC is providing these links to the USER only as a convenience and the inclusion of any link does not imply endorsement by CATARC of the site or any association with its operators. The USER is responsible for viewing and abiding by the privacy statements and USE Conditions posted at the linked sites.

#### 16 Governing Law and Jurisdiction

The validity, interpretation and implementation of these Use Conditions and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by China law. The exclusive place of jurisdiction for all disputes arising from and regarding this agreement is Tianjin, China.

#### 17 Final Provisions

If any articles of these provisions are proved to be invalid or infeasible, the effectiveness of the other articles shall remain unaffected thereby.