

QR CODE INTERACTIVE MENU

General Terms and Conditions & Privacy Policy

Terms & Conditions Index

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Privacy Policy

1. Preamble

The following general terms and conditions (hereinafter “Terms”) govern the DRiV QR code interactive menu (hereinafter “QR Code Menu”)– developed and provided by TESA scribos GmbH, Sickingenstraße 65, 69126 Heidelberg, Germany and used by Federal-Mogul Global Aftermarket BV, a Tenneco Group Company, under the law of Belgium, whose headquarter located in Prins Boudewijnlaan 5, 2550 Kontich, Belgium, registered in Belgium under the number 452101063 (hereinafter “DRiV” or “Federal-Mogul”).

By usage of the QR Code Menu, the respective customer accepts these Terms & Conditions and has read the Privacy Policy contained in the section “Privacy Policy” of this document.

2. Subject and Process

2.1 Subject

The QR Code Menu focuses on providing access to an interactive web-based menu, containing different buttons who bring to the users determinate information about DRiV products. In order to access the menu, the installer needs to scan the QR code located on the packaging of a DRiV product. For the list of products equipped with QR products see section 5 of this document.

2.2 Process Description

The QR Code Menu provides the User (definition see below under section 2.3) with different information about DRiV products (see more details about the functionalities in section 4). The condition to access the menu is that the product has a QR code on packaging which needs to be scanned by the User with a personal mobile device, using the camera functionality. The menu will be available in 8 languages: English, French, German, Italian, Dutch, Spanish, Polish and Russian. Federal-Mogul reserves the right to add more languages with future upgrades of the platform.

2.3 Focus Group

The focus group includes every person (either individual or workshop) who has purchased the qualifying DRiV product, scans the respective QR Code to get access to the QR Code Menu (herein after “User”).

3. Eligible Users

- Eligible Users are individuals or workshops in the following countries: Albania, Algeria, Andorra, Angola, Armenia, Austria, Azerbaijan, Bahrain, Belarus, Belgium, Benin, Bosnia and Herzegovina, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Croatia, Cyprus, Czech Republic, Democratic Republic of the Congo, Denmark, Djibouti, Egypt, Equatorial Guinea, Eritrea, Estonia, Ethiopia, Faroe Islands, Finland, France, Gabon, Gambia, Georgia, Germany, Ghana, Gibraltar, Greece, Guernsey, Guinea, Guinea-Bissau, Hungary, Iceland, Iran, Iraq, Ireland, Isle Of Man, Israel, Italy, Ivory Coast, Jersey, Jordan, Kazakhstan, Kenya, Kyrgyzstan, Kuwait, Latvia, Lebanon,

Lesotho, Liberia, Libya, Liechtenstein, Lithuania, Luxembourg, Macedonia, Madagascar, Malawi, Mali, Malta, Mauritania, Mauritius, Moldova, Monaco, Montenegro, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Norway, Oman, Palestine, Poland, Portugal, Qatar, Russian Federation, Republic of Belarus, Romania, Rwanda, San Marino, Sao Tome & Principe, Saudi Arabia, Senegal, Serbia, Slovakia, Slovenia, Somalia, South Africa, Spain, Sudan, Swaziland, Sweden, Switzerland, Syria, Tanzania, Togo, Tunisia, Turkmenistan, Tajikistan, Turkey, Uganda, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, Vatican City, Western Sahara, Yemen, Zambia, Zimbabwe who are buying DRiV products directly or indirectly and are scanning the QR code on the package (if available). The QR Menu is open to every person who has a phone to access the QR Menu. A registration is not required.

4. Functionalities

Depending on the respective product that the User is about to scan, a different menu with different functionalities will appear.

The structure of the buttons is common to all brands and product and will be as follows:

- **Product data info:** By clicking this button the User will be able to access specific information about the product he just scanned. He will be requested to scan the EAN code in order to get the information about the specific part number;
- **Afterservice support / warranty info:** By clicking this button, the User will be able to access information about warranty conditions of DRiV products which are applicable to his country;
- **Information about the brand:** By clicking this buttons, the User will be prompted to a page containing information about the specific brand, depending the product he has scanned;
- **Upgrade your knowledge/technical courses:** By clicking this button the User will be prompted to the Garage Gurus Learning System, where by registering he can join the library of technical courses about DRiV products;
- **Anti-counterfeit:** Each QR code is equipped with a unique code, this will allow the User to verify if the product is authentic or not. In case the product is counterfeit or not found in the database when the QR is scanned, he can report the issue by sending an email to us through the system interface.
- **Write to our expert:** by clicking this button the user will be able to send an email to our technical center support, where our technical team can reply and support the User in case of issues with the products, technical support, questions about the products purchased.

Federal-Mogul reserves the right to add or remove more functionalities at its sole descretion for any reason Thus, the above list is purely indicative and subject to changes at any time.

5. Products equipped with QR code

As stated under section 2.2 of this document, the QR Code Menu will be accessible only after scanning the QR code located on the packaging boxes of DRiV Products. The QR code is foreseen to be applied on the following brands / products categories:

<i>Brand</i>	<i>Product Category</i>
<i>Ferodo</i>	<i>LV Pads; LV Rotors</i>
<i>Jurid</i>	<i>LV Pads; LV Rotors</i>

<i>AE</i>	<i>Valves</i>
<i>Goezte</i>	<i>Liners and Rings</i>
<i>Glyco</i>	<i>Bearings</i>
<i>Nural</i>	<i>Pistons and Kits sets</i>
<i>Monroe</i>	<i>Shock Absorbers</i>

The availability of the product with QR code on the market depends from the stock movement and is not controlled by DRiV. Boxes who will not carry the QR code will not give the opportunity to the User to access the QR Code Menu.

Federal-Mogul reserve the right to add the QR code on additional products in the future at its sole descretion for any reason. Thus, the above list is purely indicative and subject to changes at any time.

Depending on which product the User is scanning, the menu will show informations related to the specific product / brand scanned.

6. Modification/ Termination of the QR Code Menu

- 6.1 Federal-Mogul reserves the right to change, suspend or cancel the provision of the QR Code Menu or the Terms. This includes in particular unforeseen circumstances or any case of force majeure, such as the failure of internet or electricity, server failure, viruses, hacking, piracy, termination, User's actions, cancellation or modification of the QR Code, legislative changes or unforeseen legal barriers in one or more participating countries or in any other case beyond the reasonable control of Federal-Mogul that temporarily or definitively impedes the provision of the QR Code Menu or the application of the Terms.
- 6.2 If the provision of the QR Code Menu is suspended or terminated by Federal-Mogul, Users will be informed hereof by Federal-Mogul via [Newsletter and website]). If the Terms are modified by Federal-Mogul, the changes will also be notified and published to the Users by Federal-Mogul via [Newsletter and website] By usage of the QR Code Menu, the respective last and published version of the Terms in the moment of the usage applies.
- 6.3 If suspension or termination of the provision of the QR Code Menu is due to User's actions, they will be held liable for any possible direct or indirect damage, including claims of other Users or third parties, suffered by Federal-Mogul as consequence of the suspension or termination.
- 6.4 In case of suspension or termination, Federal-Mogul cannot be held liable for any incurred costs or suffered damage, whether directly or indirectly. In addition, Federal-Mogul cannot be forced to provide a different QR code or menu.

7. Exclusion of Users

The usage of the QR Code Menu is subject to the acceptance of and compliance with the Terms. Federal-Mogul reserves the right to exclude a customer as eligible User from the usage of the QR Code Menu for any of the following reasons and without further explanation:

- a) any circumstances occurring beyond its control,
- b) deliberate tampering with the usage process of the QR Code Menu,
- c) violation of these Terms,
- d) in the event of hacking or other breach of data,
- e) in all situations foreseen in these Terms,
- f) upon suspension or termination of the provision of the QR Code Menu in the User's country due to legal or governmental limitation or prohibition,
- g) in case of any misuse of the QR code.

Indications of breaches or misuse are sufficient for the exclusion of the affected User at Federal-Mogul's sole discretion and without any further explanation. A misuse of the QR code can be prosecuted under civil and criminal law.

8. Liability

- 8.1 Federal-Mogul cannot be held liable for any direct or indirect damage that may occur during the provision of the QR Code Menu, regardless of the cause or effect of such damage, including damages caused by:
- a) the infringement by the Users on third party intellectual property rights,
 - b) the content or personal data provided by the User,
 - c) usage of the QR Code Menu by a minor with or without permission from its parents or legal guardian,
 - d) Internet connection or telecommunications network issues, issues with hardware, software, ISPs, viruses, hacking, technical issues, court orders or mandatory law,
 - e) in case of force majeure, third party malicious intentions, problems with connection and all other issues which are beyond Federal-Mogul's control,
 - f) legal restrictions on usage of the QR Code Menu under certain legislation,
 - i) changes to the Terms or termination of the provision of the QR Code Menu.
- 8.2 Except in cases of serious negligence or willful misconduct, Federal-Mogul, its staff or any third party who supports the provision, organization or promotion of the QR Code Menu, cannot be held liable for any damages of any kind (including personal injury or any loss or damage, whether directly or indirectly) arising from the organization of or the usage of the QR Code Menu.
- 8.3 In the event of errors for whatever reason, regardless of whether it concerns production-related or other errors, obvious or otherwise, affecting the usage of the QR Code Menu in any way, Federal-Mogul reserves the right to further manage the QR Code Menu as if no errors occurred. Where Federal-Mogul considers this appropriate and / or desirable, Federal-Mogul may decide to inform the Users about the errors and correct them.
- 8.4 TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL-MOGUL WILL UNDER NO EVENT BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL

DAMAGES (INCLUDING LOSS OF USE, DATA, TURNOVER OR PROFIT) ARISING OUT OF OR REGARDING THE PARTICIPATION IN THE CONTEST, REGARDLESS OF WHETHER SUCH LIABILITY SHALL ARISE FROM ANY CONTRACTUAL OR EXTRACONTRACTUAL (INCLUDING NEGLIGENCE) CLAIM, WARRANTY, RISK LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER FEDERAL-MOGUL WAS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

9. Data Privacy

Our data protection information can be found in the following sites: inside the QR code menu under “Terms & Conditions – Privacy Policy” section and each time a User contacts our customer service through the menu will receive a reply which contains a link to the Terms & Conditions and Privacy Policy.

10. Acceptance of the Terms and Governing Law

By usage of the QR Code Menu, the Users are deemed to accept the binding nature of these Terms and interpretation in compliance with the laws of Belgium except as otherwise required by mandatory legal provisions, without application of its conflicts of laws rules.

11. Dispute Resolution

11.1 Any complaint or dispute regarding these Terms, must be communicated to Federal-Mogul in writing at the following contact details:

Federal-Mogul Global Aftermarket BV,
Prins Boudewijnlaan 5,
2550 Kontich,
Belgium
E-mail: support@gurusoncall.tech

11.2 In the event of a dispute concerning the interpretation of the Terms, the User and Federal-Mogul undertake to contact each other in view of an amicable solution.

11.3 All decisions taken by Federal-Mogul are final and binding in all matters concerning the QR Code Menu and are not subject to appeal.

11.4 The Terms and any aspect relating to the relationship between the Users and Federal-Mogul have been drawn up and must be interpreted in accordance with the laws Belgium, except as otherwise required by mandatory legal provisions, without application of its conflicts of laws rules.

PRIVACY POLICY

QR CODE INTERACTIVE MENU

Subject of this privacy policy is the QR code system – called “Tesa 360” – developed and provided by TESA scribos GmbH, Sickingenstraße 65, 69126 Heidelberg ,Germany. When you use the QR code menu, your personal data (hereinafter referred to as "data") is processed. The data may include, for example, Your name, address, e-mail address and other personal details. Basically, any way in which this data is handled constitutes processing.

In the following, You will therefore receive information on the processing of your data in the context of the use of QR Code Menu on the basis of the provisions of the General Data Protection Regulation (GDPR) and the applicable federal and state data protection laws.

Purposes and legal basis of our data processing

1. Information we collect:

Data collected by Tesa 360 are listed below:

- Log entry no.
- Date & time
- Label status
- Label status text
- No. of checks
- Yes/No button pressed (only for label with security feature like engine parts)
- Label hash
- Label Object-ID
- Medium used
- URL visited before
- Browser used
- Browser version
- (IP) Country
- (IP) City
- InternetServiceProvider
- (IP) Latitude
- (IP) Longitude
- (GPS) Latitude
- (GPS) Longitude
- (GPS) Accuracy [m]

This information gives us information on the general interests and preferences of our visitors. The data is not person-related, but only of a general, statistical nature. We are therefore unable to determine which users have called up what data. In addition, we automatically gather and save information which is transferred by your browser, in particular your IP address and the version of browser software. This data is a foundation stone of the Internet's fundamental technology

and is used solely for system administration purposes and to ensure that our pages are transmitted correctly. When you send e-mails to us by clicking on the button “write our expert” or when you report an issue with our QR code on packaging we ask for your email address or telephone. This data is retained and used to contact you back. Please note that it is not compulsory to provide all of this information; you can to a large extent determine for yourself what information you wish to entrust us with. Naturally, you may also remain anonymous or use a pseudonym. tesa scribos GmbH does not create user profiles.

The above listed data will then be stored on Tesa scribos GmbH servers and used for the following purposes:

- To provide and maintain our Program, including to monitor the usage of our Program.
- For the performance of a contract: the development, compliance and undertaking of the purchase contract for the products, items or services You have purchased or of any other contract with Us through the Service.
- To manage Your requests: To attend and manage Your requests to Us.
- For other purposes: We may use Your information for other purposes, such as data analysis, identifying usage trends, determining the effectiveness of our promotional campaigns and to evaluate and improve our Service, products, services, marketing and your experience.

This data will not be passed on to third parties. The legal basis for the processing of the data is Art. 6 (1) s. 1 b) GDPR.

2. E-mail contact

In case assistance or support is needed, it is possible to contact us via the e-mail address provided in the home page of the menu. In this case, the transmitted personal data, in particular the e-mail address itself, is stored. This data is not passed on to third parties. The data is used exclusively for processing the request. The legal basis for the processing of the data is Art. 6 (1) s. 1 f) GDPR. The legitimate interest in processing the data lies in the implementation of the contact. The data will be deleted after the purpose ceases to apply or the communication is terminated. If an offer process takes place in the course of the communication, the processed data will be deleted after expiry of the retention periods provided for this purpose.

Use of personal data: We do not transfer, sell or rent the user’s personal data collected to any third parties, except as expressly described below.

The QR code menu is jointly managed by Tesa Scribos GmbH and Federal-Mogul Aftermarket EMEA BV – A Tenneco Group company. For the operation of the jointly operated system, it is necessary that the data collected is made available to the respective other company or the respective cooperation partner.

3. Contact form

You can fill out a contact form if you have any issues with your product ID or your QR Code. We use such contact forms in order to simplify communications and for technical support. If a user chooses this option, the following data is transmitted to us and stored:

- Name (required field)
- Email address (required field)
- All information you enter into the “message” field

Additionally:

- The user's IP address
- Date and time of the message
- Geolocation (IP-Based)
- Picture the user attach to the report (to show the mismatch/issue faced) if the user is willing to take picture(not mandatory)

Alternatively, you can contact us at the provided email address. In that case the user's personal data transmitted via the email will be stored. In this context, no data will be disclosed to third parties. The data will be exclusively used for processing the conversation.

Art. 6 (1) s. 1 f) GDPR serves as legal basis for the processing of data which has been transmitted as part of an email. If the email communications aim for the signing of a contract, Art. 6 (1) s. 1 b) GDPR serves as additional legal basis for the processing.

The processing of personal data from the input screen is solely used to facilitate communications. In the case of email communications, this also includes the necessary legitimate interest in the processing of data. Any other personal data processed during the submission process is used to prevent misuse of the contact form and to ensure the security of our information technology systems.

The data will be deleted as soon as they are no longer necessary for fulfilling the purpose of their collection.

4. Device information

As described, we collect information from and about computer(s), phone(s) and other internet connected device(s) you use that have integration with our products. We then combine this information across different devices you use. For example, we use information collected about your use of our products on your phone to better personalize content or features. The information we receive from these devices includes:

- Device attributes: Information such as the operating system, hardware and software versions, browser type,
- Data from device settings: Information that you allow us to obtain through the device settings you have enabled, such as access to your GPS location and camera;
- Network and connections: Information such as the name of your mobile or internet service provider, language, time zone, IP address.

The legal basis for processing the data is Art. 6 (1) s. 1 f) GDPR. The legitimate interest in processing the data lies in the best possible optimization of our products for the specific user. Deviating from this, the consent of the user to the individual features is the basis for the processing activities. If no consent is given for the above-mentioned features, the user will not be able to use them in the app.

5. Location-based information

We use location-based information - such as your current location, to give you access to the list of our warranty conditions depending on the country the User is located. Location-based information may be based on things like exact device location (if you have allowed us to collect it) and IP addresses. The user must consent to the feature in advance. The legal basis for this is Article 6 (1) s. 1 a) GDPR.

6. Camera

If you want to be able to open the QR code Menu, we need you to open your camera on your phone and scan the QR code on the packaging. The users decide this action when choosing to scan a code. The menu will not work without using the camera on your mobile.

7. IT security

Finally, we also process data in your and our interest to ensure the integrity, confidentiality and availability of the data processing systems, i.e. in particular the security and availability of your data in the interactive QR code menu. It is not possible to use our QR code menu without processing data for this purpose. The legal basis for the processing of this data is Art. 6 (1) s. 1 f) GDPR; our legitimate interest is the maintenance and secure provision of our services.

Data transfer beyond the borders of the EU

The data we collect is stored exclusively on servers in the European Union. Data will not be transferred to companies outside the European Union without your express consent. The data are not transferred to third countries or international organizations

This also applies to service providers commissioned by us for data processing.

Data recipient

Based on our contract with you or based on your consent, we will only transmit your data via a secure connection to the recipients selected by you or receive it from them.

To enable us to offer you all the functions in the QR code menu, we also use selected service providers who process data on our behalf and in our name. We only pass on data to service providers carefully selected by us and commissioned in writing within the framework of legally permissible order processing. These only receive the data that is necessary for the fulfilment of the order.

This includes the following categories of contractors: software developers, server hosters, newsletter senders, customer support, web analytics service.

Duration of data storage

We generally delete personal data if there is no need for further storage. A requirement can exist in particular if the data is still required to fulfill contractual services, to check warranty and, if applicable, guarantee claims and to be able to grant or defend them. In the case of statutory retention requirements, deletion can only be considered after the respective retention obligation has expired. However, you can cancel or block your account at any time by emailing us. We will then delete your data unless we are legally obliged to continue to store or retain it. If the data is still required to process outstanding transactions, it will be deleted at the earliest after these transactions have been processed.

Use of cookies

Cookies are small text files which may be stored on the hard drive of a visitor to a website. The information contained in the cookies facilitates the navigation of the website and enables you to have personal settings on the website. For these reasons, we currently use cookies on our site. They have a time limit. Naturally, you can prevent the cookies being saved on your hard drive by changing your browser settings. You can find out how to do this for your browser in the user instructions of your browser manufacturer.

Data security

All data stored by us or any processors are protected against unauthorised access, loss and modification using current security standards. For this purpose, extensive technical and organisational security precautions are applied with a standard that at least corresponds to the legal requirements.

Your rights and complaint options

You have the following rights with regard to the data concerning you:

- Right to information: you have the right to receive information from the controller about your stored personal data. You can assert this right of access at any time and free of charge.
- Right to rectification or erasure: You have the right to request the controller to rectify or complete your personal data without delay. Furthermore, you may have the right to request the erasure of your personal data from the controller.
- Right to restriction of processing: You may have the right to request the controller to restrict the processing of your personal data.
- Right to withdraw your consent: You may withdraw any consent you have given for the processing of your personal data by the controller at any time.
- Right to object to processing: You may object to the processing of your personal data at any time on grounds relating to your particular situation. Your data will then no longer be processed.
- Right to data portability: You have the right to receive provided personal data in a structured, common and machine-readable format. Furthermore, you can request the transfer of your personal data to another controller.

You can exercise all of these rights by contacting us at support@gurusoncall.tech

You also have the right to complain to a data protection supervisory authority about our processing of your personal data.

Responsible party

The responsible party for data processing within the meaning of data protection law is:

Company: Federal-Mogul Aftermarket EMEA BV – A Tenneco Group company

Address: Prins Boudewijnlaan 5 - 2550 Kontich, Belgium

Telephone: +32 3 450 83 10

E-mail: info@driv.com

Changes to the Privacy Policy

The Company reserves the right to revise or amend the Privacy Policy from time to time at its discretion. The user shall be responsible for regularly checking the QR code menu homepage for an updated Privacy Policy which becomes effective once it has been drawn up. By continuing to use the QR Code menu the user agrees to the revised or amended Privacy Policy.