

# Terms & Conditions

## 1. Scope of Application

Orio AB, represented by its local subsidiary or local branch office, makes service information concerning the brand Orio AB available to independent operators in electronic form exclusively on the terms and conditions set forth hereinafter. This applies also in the event of conflicting general terms and conditions of the user. Orio AB does not accept and rejects any such conflicting terms and conditions of the user. The General Terms and Conditions shall apply in the version accessible online at the time of placing of the order.

## 2. Formation of the Contract

2.1. With licensing of a user by Orio AB, a contractual relationship will be established between Orio AB and the user on access to the technical information made available for payment in accordance with these General Terms and Conditions.

2.2. A new contract will be established with every new subscription. The user will be notified of any modification of these General Terms and Conditions one (1) month before such modification takes effect. The modified version will become part of the current contract unless the user objects thereto within two (2) weeks from receipt thereof.

## 3. Subject Matter

The subject matter of the contract is the use of electronic service information for Saab motor vehicles.

- Field Remedies for frequent faults
- Maintenance service plans
- Electrical Wiring Diagrams
- Checking Procedures
- Tech1 and Tech2 Diagnostic Tester Software Download
- SPS Service Programming System <sup>1</sup>
- Security Access <sup>1</sup>
- Snapshot upload and display
- Parts Catalogue

The user acquires the right to show and print out this information on the user's PC and to download and install the diagnosis software on the Tech1 and Tech2 tester during the term of the acquired right of access.

<sup>1</sup> Access to those modules is subject to specific terms and conditions

## 4. License Terms

4.1. The user will completely fill out the license application provided by the registration section of the portal.

4.2. This license agreement is offered by Orio AB pursuant to Article 4 paragraph 2 of the European Union Block Exemption Regulation (BER) 1400/2002 that provide that independent operators will have access to vehicle manufacturers' technical information. By entering into such license, the user declares that it belongs to the authorized group of entitled parties who will use the service information for the execution of service and repair work in an expert manner within the framework of their own motor vehicle repair business and

whose registered place of business (including VAT registration) is within the European Union or in any of the following non-EU countries: Croatia, Iceland, Norway, Lichtenstein, Macedonia, Switzerland and Turkey.

4.3. The user will in advance pay the fee for the product to be acquired by credit card. An invoice will be made out and transmitted via E-Mail.

4.4. After the payable amount has been debited, access to the service information will be granted.

4.5. On the basis of the acquired single license, the user may, via any internet access point, access the service information from the registered business address indicated in the license application. If access by more than one users or access from different business addresses is desired, additional respective licenses must be acquired.

4.6. Access to the service information will be charged on the basis of subscription periods, which are available hourly, daily, weekly, monthly or on a annually basis. The Tech1 and Tech2 diagnostic tester software download subscription is available in TIS2Web subscription.

4.7. The subscription period starts with the first access to any of the service information systems and is spent on an hourly counting interval. The subscription period must be started within 1 month after the purchasing date, any entitlements for not used subscriptions after 1 month may be subject of rejection.

## **5. Use of Provided Information**

5.1. The user may use the information made available on the Epsi Portal only for the execution of service and repair work in an expert manner within the framework of its own motor vehicle repair business. The data may not, in whole or in part, be copied or disseminated in any form whatsoever without the prior written consent of Orio AB. This applies to both current and non-current data.

5.2. The license may be used only within the own sphere of business as specified in the application and at the indicated registered business address. The license may not be passed on to third parties for commercial or private use.

5.3. Orio AB shall be entitled to immediately close the access and to give notice of immediate termination of the contract in case of unauthorized or abusive use. In this case, the right to claim reimbursement of remaining credit balances and/or annual basic fees shall be excluded. Orio AB expressly reserves the right to assert further claims.

## **6. Terms & Conditions for Service Programming System and Security Access**

The access to Service Programming System and Security Access modules are subject to the following below listed specific conditions for safety and security-related reasons.

6.1. Training certification of a successful completion of the trainings courses

- **Orio AB Access:**
- WIS SVEL327-W BT-S
- Tech 2 SVEL 326-WBT-S Web Based Training
- Tech 2 SVEL326-IBT-S (Class Room Training)

6.2. The user agrees to provide Orio AB, local subsidiary or local branch office, upon request, access to customer and repair history data in case of a legal complaint or a warranty dispute. This letter of agreement is a condition to get access to the Service Programming and Security Access module in TIS2Web and has to be signed and e-mail to [info@epsiportal.com](mailto:info@epsiportal.com).

6.3. It is agreed that Orio AB shall not use the customer and repair history data for any other purposes (including commercial purposes) than the one provided in section 6.2 above.

## **7. Safety Information**

The provided information serves for the execution of service and repair work in an expert manner for unmodified Saab motor vehicles. A completed automotive technician training and regular further training are required as a precondition of the execution of the aforesaid work. Where the use of special tools is indicated in the provided information, such special tools are mandatory for all repairs to be performed in an expert manner.

## **8. Warranty**

In case of insufficient performance of Orio AB, the user of the Epsi Portal shall have the claims as provided by Law. Before asserting any compensation claim, the user must give Orio AB the opportunity of subsequent performance within a reasonable period. If such subsequent performance fails repeatedly, or is impossible or is rejected because of disproportionate costs or otherwise cannot reasonably be expected of Orio AB, the user shall be entitled to rescind the contract in accordance with the statutory provisions applicable from time to time. The statutory limitation periods shall apply.

## **9. Liability for Damages**

Use of the information made available shall be at the user's own risk.

Orio AB shall be liable for damages – for any legal reason whatsoever – only if intent or gross negligence is involved.

## **10. Applicable Law and Place of Jurisdiction**

Any and all disputes arising from or in connection with this Agreement shall be subject to the laws of Sweden. The place of performance and the exclusive place of jurisdiction regarding any and all claims in connection herewith is Sweden unless otherwise required by mandatory law.

## **11. Personal Data**

The user's data will be treated confidentially in accordance with the provisions of the applicable data protection law. Upon request, the user will be informed about the user's data recorded at Orio AB and may demand, as the case may be, that the data be corrected, erased or blocked.

Orio AB attaches great importance to the protection of your privacy and the protection of your personal data. Therefore, we would like to inform you hereinafter how we handle and ensure the protection of your personal data:

All data collected when the user visits the website of Orio AB will be treated confidentially in accordance with the applicable provisions of the applicable data protection law.

When user visits our website, Orio AB, on a standard basis, will record the date and the duration of the visit, the name of user's internet service provider and the website from which user accessed the Epsiportal site. Orio AB collects these data in an anonymous way and analyzes the data statistically so as to find out how attractive its website is and to continually improve the contents thereof.

In addition, we record personal data provided by user only upon explicit consent in each case. The personal data collected at the Epsiportal site are recorded and processed for the exclusive purpose of individually processing user's account, transmitting product information and submitting offers and, as the case may be, will be passed on to Orio AB or Orio AB dealers with approval of the user.

Orio AB makes arrangements in order to ensure the protection of personal data. Orio AB will not sell personal data to third parties nor otherwise market them. The user may, at any time, ask in writing which personal data about the user are recorded. In the event that, despite all efforts, incorrect information has been recorded, Orio AB will correct it upon user's request. User may also require that we block and/or erase your data to the extent not required for current contractual relationships. Any such request can be addressed to info@epsiportal.com.

## **12. Other Provisions**

12.1. The use and/or access to the services may temporarily be limited or interrupted as a result of maintenance and further development of service information applications. The user shall have no claims for reimbursement of fees or for damages in this respect.

## **13. Hypertext-Links**

The website of Orio AB contains hypertext links to other websites. Orio AB is not responsible for compliance with data protection regulations on such websites and disclaims any responsibility for the contents thereof. A hypertext link to the website of Orio AB may be installed by third parties only with the prior consent of our company. Should the user intend to install such a hyperlink to our website, he will have to contact in writing Orio AB prior to installation.

## **14. Marks**

Any and all marks shown at Orio AB websites are protected under trademark law. This applies, in particular, to model designations, type plates, logos, emblems and service designations.

## **15. Copyrights, Intellectual Property**

The information published at the website of Orio AB (text and pictures, music, graphics, animation, videos etc.) and the arrangement thereof at the website is protected by copyright. No reproduction, dissemination, communication and/or transmission or other use shall be permitted except with the prior written consent of Orio AB.

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**Orio AB**  
E-mail to [info@epsiportal.com](mailto:info@epsiportal.com)

**Letter of Agreement**  
**for the usage of Service Programming System and Security Access Modules in TIS2Web**  
**for Independent Operators.**

Orio AB, 611 81 Nyköping, Sweden provides independent operators access to Service Programming System and Security Access in TIS2Web under the obligation of acknowledgement of the following conditions:

1. The independent operator agrees to disclose repair history data and/or customer data of the registered operation unit to Orio AB. Orio AB, represented by its local subsidiary or local branch office , may request the disclosure of repair and customer data in case of a legal or warranty claim dispute. The independent operator assures to keep above data available for disclosure to Orio AB for a minimum period of 3 years after the last service event of the vehicle.
  
2. It is agreed that Orio AB shall not use the customer and repair history data for any other purposes (including commercial purposes) than the one provided in section 1 above.

I hereby agree with the above described obligation and apply for access to Service Programming System and Security access in TIS2Web.

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TIS Online user ID for which additional access is applied:

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Place

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Date

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Full Name (in capital letters) of the Independent Operator; Signature

## 16. KeyCode Terms & Conditions

**IMPORTANT:** The key code or other information you are accessing on this website is proprietary. To avoid the risk of loss to the vehicle owner, key code information should be kept secure and strictly confidential. You are responsible for taking the necessary steps to safeguard against the unauthorized use of this information once it is in your possession.

**As an authorized user of this website, you must agree to and acknowledge the following.**

I understand and agree:

1. I am at least 18 years old
2. I have been authorized to use this website by Orio AB for the specific purpose of aiding a documented vehicle owner or lessee
3. All key code and other information provided to me through this website (hereafter referred to as the "Information") is confidential and proprietary, and does not belong to me
4. I will not access any Information using this website unless I am specifically authorized to do so by the documented owner or lessee of the vehicle for which the Information is sought (hereafter referred to as the "Vehicle Owner") and I have followed the procedures outlined in "Verification Process" and will comply with "Handling of Customer Information," below
5. The Information, if mishandled, may pose a risk of property loss to the Vehicle Owner or others. I will therefore:
  - a. treat the Information as strictly confidential;
  - b. take all measures necessary to keep the Information secure;
  - c. not disclose the information to anyone other than the Vehicle Owner, or his/her designee; and
  - d. not use the Information for any unauthorized purpose whatsoever.
6. I understand it may be a violation of law for me to access Information without proper authorization, or for me to use the Information in an unauthorized manner.
7. I will not share my user name or password with anyone. I understand that such sharing is expressly prohibited, and that breach of this policy will result in action against the LSID business owner, including potential removal from the [www.epsiportal.com](http://www.epsiportal.com) website.

Verification Process:

The following steps must be taken prior to accessing the website to obtain key code or other information for a Vehicle Owner:

1. Verify the identity of the Vehicle Owner through that party's driver's license or other comparable government-issued photo identification;
2. Verify that the registration of the vehicle matches the Vehicle Owner's identity and address (or last name and address if the requesting party is a family member of the registered owner);
3. Verify that the vehicle identification number of the vehicle matches the vehicle identification number on the registration.
4. Comply with other applicable federal, state and local regulations and/or statutes.

### **Handling of Customer Information:**

Use of the [www.epsiportal.com](http://www.epsiportal.com) website for key code or other information requires the LSID account holder to gather, review, and record certain Personally Identifiable Information (PII) from the customer. All security related information acquired on behalf of the Vehicle Owner shall be promptly turned over to the Vehicle Owner and then promptly destroyed by the LSID account holder. It is the responsibility of the LSID account holder to handle any Personally Identifiable Information in strict confidence and in compliance with all applicable federal, state and local regulations and/or statutes. Security related service information acquired through use of the [www.epsiportal.com](http://www.epsiportal.com) website shall not be sold, bought, traded, bartered or shared in any way with any individual, business, entity, or person(s) other than the Vehicle Owner.

Key codes are proprietary information belonging to Orio AB and to the vehicle owner.

Unauthorized access to, or use of, key code information is unlawful and may subject the user to criminal and civil penalties. This information should be treated as strictly confidential and should not be disclosed to anyone unless authorized by the vehicle owner or lessee.