## Terms and Use of the AMAG Bot

#### 1. Definitions

- 1.1 'AMAG bot' (hereinafter also referred to as the 'bot') refers to the automated chat service on AMAG Automobil und Motoren AG (AMAG)'s website <a href="https://www.amag.ch">www.amag.ch</a> that is based on artificial intelligence ('chat engine').
- 1.2 'User' refers to the person who communicates with the bot.
- 1.3 'Queries' are all texts, information and voice input entered by the User, regardless of whether they contain questions.

### 2. Validity of the Terms of Use

- 2.1 These Terms of Use apply to any use of the bot. They apply in addition to the General Terms and Conditions of <a href="www.amag.ch">www.amag.ch</a>. In the event of contradictions, these Terms of Use for the bot take precedence.
- 2.2 By submitting a query, the User agrees to the Terms of Use.
- 2.3 These Terms of Use may be amended at any time. The latest version published on the website always applies. By submitting a query, the User is deemed to have accepted the latest version.

# 3. Use of the bot

- 3.1 The bot is offered to the User free of charge and without obligation. AMAG may restrict, expand, change or discontinue the bot service at any time.
- 3.2 The bot's responses are automatically generated by the chat engine based on artificial intelligence.
- 3.3 The bot was developed to make product searches on our website easier and more userfriendly. It also helps customers to find various mobility-related topics more quickly on <a href="https://www.amag.ch">www.amag.ch</a>. The bot is not designed to provide further answers and advice, but can do so depending on the questions asked by the user. Its answers are generated by artificial intelligence and can, for example, include tips from the internet or information that the AI has learned independently of AMAG during training. They should

- always be regarded as non-binding and may be incorrect or even fabricated. Answers should always be understood as generic statements, not as assessments of a specific case. In particular, the answers are no substitute for advice from a specialist or for reading the operating instructions. The AMAG customer service team is available for further questions. Answers provided by the bot are not recommendations from AMAG and must be verified for accuracy and completeness by contacting AMAG or otherwise if the information is critical for the User. The User remains responsible for their purchase decision.
- 3.4 The bot is not designed to comprehensively explain the functions and scope of application of the products. Its answers are not a substitute for operating instructions. The manufacturer's operating instructions must always be observed and take precedence over any advice from the bot.
- 3.5 Replies from the bot are not binding product descriptions and are not to be understood as guarantees of product characteristics. The bot is not authorised to conduct negotiations on behalf of AMAG, to set contractual terms for AMAG or to make decisions on behalf of AMAG. For online purchases, only the prices, contractual conditions and Terms and Conditions stated on the website apply.
- 3.6 The bot cannot legally represent AMAG and cannot make any binding statements. The User must assess the bot's answers independently and on their own responsibility before acting or making a decision. The User is aware that they cannot rely on the bot's answers and that they may be incomplete, incorrect or fabricated.
- 3.7 It is not necessary to use the bot in order to make purchases or to obtain information via our website or in the shops. Users can also speak directly to a specialist via Customer Support or in the garages.
- 3.8 The responses of the bot are to be understood and used only in connection with the use of this website and the specific query. The answers may not be used for other purposes, copied or disclosed to third parties. Automated evaluation is not permitted.
- 3.9 The User is responsible for the content and questions transmitted by them to the bot. The User undertakes to refrain from transmitting any kind of content that infringes legal rights or the

rights of third parties. The User shall indemnify and hold AMAG harmless in the event of third-party claims or legal infringements resulting from a breach of these provisions and shall provide appropriate support in the event of a legal dispute.

4. Warranty and liability

- 4.1 No guarantee and no liability is assumed for the answers of the bot, in particular with regard to the correctness, completeness and suitability of the answers. Likewise, no liability is assumed if the bot is not available or has other technical problems.
- 4.2 Claims by the User based on incorrect, incomplete or misleading answers by the bot are excluded.

### 5. Data processing

- 5.1 By using the bot, the User agrees to the use of the content entered by them.
- 5.2 The User is at no time obliged to enter specific information. The User may choose to enter certain information in order to refine the search query, but this is at the sole discretion of the User. It is not necessary to enter personal data (such as names) or confidential information to receive an answer. The input of personal data is voluntary and takes place exclusively at the initiative of the User. The User undertakes not to enter any personal data of third parties unless they are authorised to do so. In this case, the User shall ensure that the data subject is informed by referring the third party to these Terms of Use and the Privacy Policy. The User shall not disclose any information that they do not wish to be used by AMAG and third parties commissioned by AMAG.
- 5.3 Chat logs, consisting of queries and responses, are recorded and stored and may be analysed, used and stored by AMAG and its service providers to ensure the quality and improvement of the service and for other purposes.

## 6. Applicable law and place of jurisdiction

6.1 These Terms of Use are subject exclusively to Swiss law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of all provisions of the Swiss Federal Act on Private International Law (PILA).

6.2 The exclusive place of jurisdiction is Cham, Switzerland. Mandatory places of jurisdiction (in some cases) remain reserved.

## Date 20 June 2025