

Terms & Conditions

1. General information

1. The FUSO Ascent Portal (hereinafter referred to as "RMI PORTAL") is an information platform that provides an overview of and access to repair and service information and Mitsubishi Fuso Truck & Bus Corporation (hereinafter referred to as "MFTBC") genuine parts. Customers (the definition referred later) can access to the online sales of MFTBC genuine parts, which is provided via the external link to WebParts system (hereinafter referred to as "WebParts"). In addition, Customers get access to the online repair and service information, which is carried out via RMI PORTAL. In RMI PORTAL authorized Customers can refer the different workshop solutions (repair and maintenance information, diagnostic solutions, workshop equipment).

2. The provider of the RMI PORTAL is MFTBC.

3. The systems belong to and are technically supported by MFTBC. The systems are offered and intended exclusively for commercial customers, i.e. for independent Operators who carry out repair and maintenance services for motor vehicles (hereinafter referred to as "Customers"). The use of the systems by end customers and consumers is expressly not permitted.

4. The usefulness of the systems also depends on their availability in each country. In addition, Customers must belong to the authorized group of persons of the respective system. The sole acceptance of these terms of use does not imply any claim by Customer to the provision of all the above-mentioned systems.

5. These terms of use define the rules of use of the systems by Customers. MFTBC reserves the right to change, delete or supplement these Terms of Use and the information on the RMI PORTAL platform at any time without prior notice.

2. Technical requirements, registration, and accounts

1. To use the systems, Customers only need a standard PC/laptop and a browser compatible with modern web standards.

Refer System Requirements: [Link should be added for the system requirements page in login screen.](#)

2. Registration and account creation which is required for access to use the systems, takes place via the RMI system (The terms of use apply)
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3. Availability of the services

1. The systems have an availability of 24 hours a day. However, there may be scheduled system outage availability due to maintenance required for the website. Also, interruptions in availability may occur due to force majeure or other causes beyond the control of the provider, such as intent or gross negligence.
2. The provider points out:
 - ✓ that it is technically impossible to make the systems available free of errors of any kind and that the provider therefore assumes no responsibility whatsoever,
 - ✓ that errors can lead to temporary shutdown of the Systems,
 - ✓ that the availability of the systems is dependent on conditions and performance beyond the control of the provider, such as transmission capacity and telephone links between the various parties involved. MFTBC is not responsible for disruptions falling within this area.

4. Mandatory instructions for use

RMI PORTAL provides a service that allows Customer to create customer vehicles to enable quicker location of parts and technical information matching the customer vehicle. By accepting these terms of use, Customer agrees to provide the end customer with a legal basis for processing the FIN/VIN of the customer vehicle, the vehicle registration number, and Customer Name.

5. Mandatory instructions for use

1. All content included in or provided by the systems, such as text, graphics, logos, button icons, images, audio & video clips, digital downloads and data collections, is the property of MFTBC or third parties who supply content or make content available on the website and is protected by German copyright and database right.
2. The entire content contained in or provided by the systems is also the exclusive property of MFTBC and is protected by German copyright and database law.
3. Customers may not systematically extract and/or reuse the information's of the systems without our explicit written permission from MFTBC. In particular, they may not use data mining, robots or similar data collection and extraction programs to extract any essential parts of the systems for reuse (whether once or several times) without the explicit written permission of MFTBC. Furthermore, Customers may not create and/or publish its own database containing essential parts of the systems without the explicit written permission of MFTBC.

6. Claims from intangible property rights

MFTBC respects the intangible property rights of third parties. If you are of the opinion that your intangible property rights have been used in a way that gives cause to fear an infringement, please follow our procedure for notifying MFTBC of an infringement.

7. Liability

1. MFTBC always endeavors to ensure that the systems are available without interruption and that transmissions are error-free. However, due to the nature of the Internet this cannot be guaranteed. Access to the systems by Customers may also be interrupted or restricted occasionally to enable repairs, maintenance, or the introduction of new equipment. MFTBC will attempt to limit the frequency and duration of any such temporary interruptions or restrictions.
2. MFTBC is liable for systems offered by it, if the cause of damage is based on an intentional or grossly negligent breach of duty by MFTBC or a legal representative or vicarious agent of MFTBC.
3. Insofar as the liability of MFTBC is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents.

8. Links to other websites

1. For links that are not operated by MFTBC and are located on its website, MFTBC has no possibility to control the content of this website, as it is completely independent from MFTBC.
2. For this reason, MFTBC does not accept any responsibility for the contents of these websites and the consequences of their use by Customers to these websites. Accessing all websites accessible via links is at Customer's own risk. There is no separate notice when Customers leave the website.

Customers are requested to inform MFTBC immediately about illegal and dubious contents of the linked Website.

3. Other websites may have a link to the websites of MFTBC. Such a link requires the prior consent of the MFTBC.
 4. The terms of use there apply to the services of the websites of the links provided by MFTBC to the Domenikss products.
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9. Changes to the terms of use

MFTBC reserves the right to make changes to the systems as well as to rules, conditions and regulations including these terms of use at any time. They are subject to the general terms and conditions, contractual conditions and terms of use which are in force at the time that Customers use the systems. If any of these terms and conditions shall be deemed invalid, void or for any reason unenforceable, then that term shall be deemed severable and shall not affect the validity and enforceability of any remaining terms and conditions.

10. Place of jurisdiction and applicable law

1. Differences of opinion and disputes arising from these terms of use shall be governed exclusively by the law of the Federal Republic of Germany to the exclusion of the UN Sales Convention.
2. The sole place of jurisdiction is the registered seat of MFTBC.

11. Final provisions

1. In the event of a violation of these terms of use, MFTBC is further entitled to exercise Customers' rights at every opportunity in which Customers violates these terms of use.
2. MFTBC reserves the right to make changes to the systems, regulations, conditions including these terms of use at any time. If any provision of these Terms of Use is invalid, void or unenforceable for any reason, that provision shall be deemed severable and shall not affect the validity and enforceability of any remaining provisions.
3. The invalidity of a provision shall not affect the validity of the other provisions of these Terms of Use. Should this case occur, the provision shall be replaced by another legally admissible provision that corresponds to the meaning and purpose of the invalid provision.