

MyCEVA - General Terms and Conditions

- I. The subject matter of the Terms and Conditions, Area of Application
 1. CEVA Logistics (hereinafter referred to as “Ceva“), provides access to its myCEVA (hereinafter referred to as “myCEVA”) to certain individuals who need access to other computer systems for the support of Ceva’s business, e. g. to Ceva’s employees, to suppliers and to customers (such individuals hereinafter referred to as “User”). MyCEVA provides each User with a user profile consisting of a unified login name (hereinafter referred to as “myCEVA ID”) and a password (hereinafter referred to as “myCEVA password”). By using the myCEVA ID and the myCEVA password User can log on to computer applications that are connected to myCEVA (hereinafter referred to as “CEVA-Enabled Services”). Moreover, a User may modify its data and exercise certain procedures for the administration of its access rights via myCEVA.
 2. These General Terms and Conditions apply to any use of myCEVA by the User. Terms contrary to these General Terms and Conditions as well as deviating conditions of User shall not apply unless Ceva has expressly agreed to their application in writing.
- II. Representation of business partners by User/Obligations of represented legal entities. If User is granted access to myCEVA in connection with User’s employment for another legal entity (e. g. a service provider working for Ceva, a Ceva customer, etc.), User acts in its own name as well as representing such other legal entity regarding the obligations that are provided in these general terms and conditions. The represented legal entity warrants that the User complies with such obligations.
- III. User’s obligations
 1. The user profile shall be filled in completely and correctly. The user shall update the registration data if changes occur.
 2. User shall choose a secure myCEVA password, that prevents misuse of the myCEVA password by third parties as far as possible (e. g. myCEVA password shall not include the name, date of birth, or any other personal data).
 3. The myCEVA ID and the myCEVA password shall be kept secret and handled with maximum care by the User. User shall not pass their myCEVA ID and/or their myCEVA password on to any other person (including other individuals working for the same legal entity) and prevent them from being lost or becoming known to third parties.
 4. If the myCEVA password is disclosed to another individual, or if the User becomes aware of misuse, or if there is any reason to believe that another individual has obtained knowledge of the myCEVA password, the User shall immediately change the respective myCEVA password and immediately inform Ceva about the disclosure or misuse.
 5. The user shall only use myCEVA for the myCEVA-Enabled Services, which the User is authorized to use. Circumvention of security measures, intrusion into unauthorized myCEVA-Enabled Services or into the CEVA System, and any misuse of myCEVA are prohibited and shall be prevented via adequate measures by the User.
 6. User shall inform himself about the processing of personal data by reading the <https://www.cevalogistics.com/en/privacy-policy>.

IV. Secrecy

1. The user undertakes, during the usage time of myCEVA and for a period of time of ten years after it has ended, to maintain secrecy regarding all information of which they gain knowledge in connection with the use of myCEVA as well as information about myCEVA (e.g. malfunctions), whereby such information is described as confidential, or for other reasons is identifiable as a company or business secret, and – in the absence of express prior written authorization – neither to record such information nor forward it to third parties or use it in any way.
2. The following is excluded from the provisions in Article IV 1:
 - Information that the User was already aware of prior to the receipt of such confidential information made available in connection with the use of myCEVA, or that is forwarded by third parties as non-confidential, insofar as such a party does not, for its part, violate confidentiality obligations;
 - Information that is in the public domain, or is placed in the public domain, without the User's contributions, or
 - Information that must be disclosed due to official or court rulingsIn the last case, the User shall inform Ceva without delay prior to disclosure.

V. Rights of Use

Ceva grants to the User a non-exclusive, non-transferable, right for which sublicenses may not be issued and that is restricted to the authorized usage time of myCEVA, to use myCEVA in order to log on to the authorized myCEVA-Enabled Services.

VI. Termination

Ceva is entitled to forbid further use of myCEVA and to block the user profile and the myCEVA password at any time fully or partly at its sole discretion.

VII. Final Provisions

1. Changes to these General Terms and Conditions must be made in writing to become effective. This also applies to any change to this clause requiring a written form.
2. These General Terms and Conditions shall be governed by French substantive law. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
3. Regarding a merchant, a legal person under public law, or a separate estate under public law the exclusive place of jurisdiction for all disputes resulting from the use of myCEVA in Marseille (France).