

Terms of use for Webfleet Solutions mobile applications (e.g. MyCar, WEBFLEET mobile, WEBFLEET logbook, WEBFLEET TPMS Tools)

These terms of use (**Terms**) are a legal agreement between you (End-user or you) and Webfleet Solutions B.V. (Webfleet Solutions, Licensor, us or we) for the Webfleet Solutions Software which shall consist of:

the Webfleet Solutions mobile application software, the data supplied with the software, and the associated media (**App**);

any other Webfleet Solutions software and services which may be provided to you either through the App or any pre-installed software on any of your hardware or via any other medium (together the **Webfleet Solutions Software**).

We licence the use of the Webfleet Solutions Software to you based on these Terms and subject to any rules or policies applied by any Appstore provider or operator from which you downloaded the App (**Appstore Rules**). We do not sell the Webfleet Solutions Software to you. We always remain the owners of the Webfleet Solutions Software.

While using the App, the Webfleet Terms & Conditions shall apply. These are available at: https://www.webfleet.com/en_gb/webfleet/legal/terms/

Important notice:

- By clicking on the “Accept” button below you agree to the terms of the licence which will bind you. The terms of the licence include, in particular, the limitations on liability in clause 6.
- If you don't agree with the terms of this licence, we will not license the Webfleet Solutions Software to you and you may not use the software contained in the App.
- This does not affect your consumer rights for an App that is defective.

1. CHANGES TO OUR TERMS

1.1 These Terms apply to any Webfleet Solutions Software, including any updates or supplements to the Webfleet Solutions Software; unless they come with separate terms, in which case those terms apply. If any open-source software is included in the Webfleet Solutions Software, the terms of an open-source licence may override some of these Terms.

1.2 We may change these terms at any time by sending you an email or an SMS with details of the change or notifying you of a change when you next start the App or log onto our website. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the App.

1.3 From time to time updates to the App may be issued through the Appstore. Depending on the update, you may not be able to use the App until you have downloaded or streamed the latest version of the App and accepted any new terms. This licence does not grant any rights to obtain future upgrades, updates or supplements of the App or any software.

2. PRIVACY

2.1 Our privacy notice describes the way Webfleet Solutions collects and uses information and can be found on our website.

2.2 By using the Webfleet Solutions Software, you acknowledge and agree that internet transmissions are never completely private or secure. You understand that any message or information you send using the Webfleet Solutions Software may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

2.3 The App may contain links to other independent third-party websites (**Third-party Sites**). Third-party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy policies (if any). You will need to make your own independent judgement regarding your interaction with any Third-party Sites, including the purchase and use of any products or services accessible through them.

2.4 Keep your username/password to your Webfleet Solutions account secure and do not allow anyone else to use your username/password to access the Webfleet Solutions Software. Webfleet Solutions is not responsible for any loss that results from the unauthorized use of your username/password, with or without your knowledge.

3. GRANT OF LICENCE

In consideration of you agreeing to abide by these Terms, we grant you a revocable, non-transferable, non-exclusive licence to use the App on your devices, subject to these terms, the Privacy Policy and the Appstore rules, incorporated into these Terms by reference. We reserve all other rights.

4. WHAT YOU CANNOT DO

4.1 Except as expressly set out in these Terms or as permitted by any applicable law, by using the App you agree:

- a. Not to copy any Webfleet Solutions Software except where such copying is incidental to normal use of the App, or where it is necessary for back-up or operational security;
- b. not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify any other Webfleet Solutions Software;
- c. not to make alterations to, or modifications of, the whole or any part of any Webfleet Solutions Software, or permit any Webfleet Solutions Software or any part of it to be combined with, or become incorporated in, any other programs;
- d. not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of any Webfleet Solutions Software or attempt to do any such thing;
- e. to keep all copies of any Webfleet Solutions Software secure and to maintain accurate and up-to-date records of the number and locations of all copies of any Webfleet Solutions Software;
- f. to include our copyright notice on all entire and partial copies you make of any Webfleet Solutions Software on any medium;
- g. not to provide or otherwise make available any Webfleet Solutions Software in whole or in part (including object and source code), in any form to any person without prior written consent from us;

- h. to comply with all technology control or export laws and regulations that apply to the technology used or supported by the App or any Webfleet Solutions Software;

Together the **Licence Restrictions**.

4.2 You must

- a. not use any Webfleet Solutions Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into any Webfleet Solutions Software or any operating system;
- b. not infringe our intellectual property rights or those of any third party in relation to your use of any Webfleet Solutions Software;
- c. not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of any Webfleet Solutions Software;
- d. not use any Webfleet Solutions Software in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;
- e. not collect or harvest any information or data from any Webfleet Solutions Software or our systems or attempt to decipher any transmissions to or from the servers running any Webfleet Solutions Software; and
- f. NEVER USE THE APP WHILE OPERATING A MOTOR VEHICLE.

Together the **Acceptable Use Restrictions**.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 You acknowledge that all intellectual property rights in the App and the Webfleet Solutions Software anywhere in the world belong to us or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App or the Webfleet Solutions Software other than the right to use each of them in accordance with these Terms. All trademarks, service marks and trade names (e.g. the MyCar App, WEBFLEET mobile App, WEBFLEET logbook App, WEBFLEET TPMS Tools or Webfleet Solutions' name) are owned, registered and/or licensed by Webfleet Solutions, as well as any or all their affiliates. All content on the Webfleet Solutions Software, including but not limited to text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features and all other content is a collective work under the United States and/or the Netherlands and other copyright laws and is the proprietary property of Webfleet Solutions.

5.2 You acknowledge that you have no right to have access to the App or any Webfleet Solutions Software in source-code form.

6. MOBILE NETWORK CHARGES

6.1 Webfleet Solutions is not responsible for your mobile device or the mobile network, which are provided by your mobile network provider under a separate contract, other than these Terms. Your mobile network provider will charge you for the data services you use to access the App. Webfleet Solutions is not responsible

for these data services. Your mobile network provider may apply roaming charges if you access the Apps outside of the country in which your mobile device is registered.

6.2 By using Webfleet Solutions Software, you agree that we may communicate with you by electronic means to your device through which you are accessing the Webfleet Solutions Software and that certain information about your use of these services may be shared with us. If you change, transfer or deactivate your mobile phone number or Webfleet Solutions device, please promptly update your Webfleet Solutions account information to ensure that we don't send your messages to a different person.

7. WARRANTY DISCLAIMER

7.1 THE WEBFLEET SOLUTIONS SOFTWARE, APP, CONTENT, AND THE MATERIALS AND PRODUCTS ON THE WEBFLEET SOLUTIONS SOFTWARE ARE PROVIDED AS IS AND WITHOUT WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WEBFLEET SOLUTIONS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE CANNOT GUARANTEE AND DO NOT PROMISE ANY SPECIFIC RESULTS FROM USE OF THE WEBFLEET SOLUTIONS SOFTWARE. WEBFLEET SOLUTIONS DOES NOT REPRESENT OR WARRANT THAT THE APP OR THE WEBFLEET SOLUTIONS SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT ANY DEFECTS WILL BE CORRECTED, OR THAT THE WEBFLEET SOLUTIONS SOFTWARE OR THE SERVER THAT MAKES THE WEBFLEET SOLUTIONS SOFTWARE AVAILABLE ARE FREE OF VIRUSES OR ANYTHING ELSE HARMFUL. TO THE FULLEST EXTENT PERMITTED BY LAW, WEBFLEET SOLUTIONS DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE MATERIALS OR CONTENT IN THE WEBFLEET SOLUTIONS SOFTWARE IN TERMS OF THEIR CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, RELIABILITY OR OTHERWISE. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD OR OTHERWISE OBTAIN CONTENT AT YOUR OWN RISK, AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR YOUR USE AND ANY DAMAGE TO YOUR MOBILE DEVICE, COMPUTER SYSTEM OR OTHER DEVICE IN WHICH YOU ACCESS THE WEBFLEET SOLUTIONS SOFTWARE, LOSS OF DATA OR OTHER HARM OF ANY KIND THAT MAY RESULT. WEBFLEET SOLUTIONS RESERVES THE RIGHT TO CHANGE ANY AND ALL CONTENT AND OTHER ITEMS USED OR CONTAINED IN THE WEBFLEET SOLUTIONS SOFTWARE AT ANY TIME WITHOUT NOTICE. SOME STATES DO NOT PERMIT LIMITATIONS OR EXCLUSIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. This exclusion does not apply to (i) any implied condition as to title and (ii) any implied warranty as to conformity with description. If applicable law requires any implied warranties with respect to the Software, all such warranties are limited in duration to ninety (90) days. Some states and/or jurisdictions do not allow limitations on how long an implied warranty lasts, so the above may not apply to you.

7.2 You should keep your username/password to your Webfleet Solutions account secure and do not allow anyone else to use your username/password to access the Webfleet Solutions Software. Webfleet Solutions is not responsible for any loss that results from the unauthorised use of your username/password, with or without your knowledge.

8. LIMITATION OF LIABILITY

8.1 You acknowledge that neither the App nor any of the Webfleet Solutions Software has been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Webfleet Solutions Software and App meet your requirements.

8.2 NEITHER WEBFLEET SOLUTIONS NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES (INCLUDING IN EACH CASE, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE ANY THIRD PARTY EQUIPMENT OR ACCESS DATA, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF WEBFLEET SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.3 Our maximum aggregate liability under or in connection with these Terms (including your use of any Webfleet Solutions Software) whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to 100 Euros. This does not apply to our liability for: (i) death or personal injury resulting from our negligence; (ii) fraud or fraudulent misrepresentation; and (iii) any other liability that cannot be excluded or limited by law.

8.4 Mobile device use while operating motor vehicles is subject to generally applicable laws governing transportation, occupational health and safety, and other rules and regulations, and may result in fines, citations or other legal proceedings. Webfleet Solutions assumes no liability under these Terms or otherwise for any damages, losses or other claims resulting from use of the App while driving a vehicle.

9. TERMINATION

9.1 We may terminate the licence granted to you under these Terms immediately by written notice to you (i) if you commit a material or persistent breach of this Terms which you fail to remedy (if remediable) within 14 days after the service of written notice requiring you to do so; (ii) if you breach any of the Licence Restrictions or the Acceptable Use Restrictions stipulated under these Terms.

9.2 On termination for any reason: (i) all rights granted to you under these Terms shall cease; (ii) you must immediately cease all activities authorised by these Terms, including your use of any Webfleet Solutions Software; (iii) you must immediately delete or remove the App from all devices, and immediately destroy all copies of the App and documents then in your possession, custody or control; (iv) we may disable your account and cease to provide the Webfleet Solutions Software.

10. COMMUNICATION BETWEEN US

If you wish to contact us in writing, or if any condition in these Terms requires you to give us notice in writing, you can send this to us by prepaid post to De Ruijterkade 154, 1011 AC Amsterdam, The Netherlands.

11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including failure of public or private telecommunications networks (**Event Outside Our Control**).

11.2 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:

(a) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and

(b) we will use our reasonable endeavours to find a solution by which our obligations under these Terms may be performed despite the Event Outside Our Control.

12. OTHER IMPORTANT TERMS

12.1 You warrant and represent that:

(a) You are not located in any country which is subject to a U.S. government embargo; and

(b) You are not listed on any U.S Government list of prohibited or restricted parties.

12.2 We may transfer our rights and obligations under these Terms to another organization, but this will not affect your rights or our obligations under these Terms.

12.3 You may only transfer your rights or obligations under these Terms to another person if we agree in writing.

12.4 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

12.5 Each of the conditions of these Terms operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.

12.6 All disputes, claims and legal proceedings directly or indirectly arising out of these Terms or the Webfleet Solutions Software shall be subject to Dutch law, without regard to any conflicts of law principles that would result in the application of the law of any other jurisdiction and shall be settled by the courts of Amsterdam (The Netherlands), which will have exclusive jurisdiction with respect to such disputes or claims. The 1980 U.N. Convention on Contracts for the International Sale of Goods shall not apply to the App, the Webfleet Solutions Software or these Terms and is hereby expressly disclaimed. Except as prohibited by applicable law, any cause of action or claim you may have with respect to the App or the Webfleet Solutions Software (including but not limited to the purchase of Webfleet Solutions

products) must be commenced within one (1) year after the claim or cause of action arises.