

## PARTICULAR TERMS AND CONDITIONS EASYTRIP TELEMATICS SERVICES

These particular terms and conditions form a supplement to the General Conditions of Easytrip SPA.

### **1. Service specifications:**

These particular terms and conditions apply to the following business service:

- TELEMATICS SERVICES (hardware and software)

The catalogue of services and prices is indicated in Annex 3. The Client agrees that Annex 3 will be updated from time to time without that further amendment to these particular terms and conditions are necessarily required. However parties will communicate each other by email such updated Annex 3.

Client has taken knowledge of the list of countries which comprise the territories where we offer the data transmission under the Easytrip Telematics Services. Such list can be found in Appendix A of these particular terms and conditions. If a vehicle or a fleet is outside of these territories, any data transmission in respect of the Easytrip Telematics Services will be blocked.

### **2. Definitions**

In these particular terms and conditions 'registration device' means personalized procedures or instruments for authentication of vehicle or fleet data vis-à-vis service partners (real time positions, real time traffic, estimation of hours driven, toll, route, time and fuel consumption, etc), provided by us to the Client either ourselves or in cooperation with our associated partners. We may make the following registration devices available to the Client: physical registration devices (OBU) or applications for electronic use (Apps).

### **3. Contract term**

The contract shall commence at the date of its signature by both parties for an initial period of

thirty six (36) months. The Client agrees on the automatic renewal of the contract by one (1) further calendar year from year to year, unless the Client terminates the contract with immediate effect following the expiry of a three months' notice period.

In case that the Client terminates the contract before the term of the initial period of 36 months, the Client shall pay all costs and expenses and other losses incurred by the service partner and claimed to us, associated with the termination of the contract. If there is no specific request for compensation by the service partner, we will invoice to the Client 6 months of service subscription as compensation for early termination. The applicable termination fee per service is listed in Annex 3.

### **4. Territories**

Client agrees that it has the responsibility to (continue to) check and respect the legislation in any country in which its fleet may travel with regard to the use of the Telematics Services. In some countries there may be limitations with regard to certain services, for example, if the Client uses the dash cam. Appendix B of these particular terms and conditions contains a non-exhaustive list of countries of which we are aware that the use of a dash cam is not allowed, or is discouraged.

### **5. Client authentication towards service partners**

#### 5.1

We shall perform deliveries of the registration devices and services to the Client in our own name, based on the respective contracts we have with our service partners.

#### 5.2

Services shall be governed by both our terms and conditions and the general terms and conditions of

the service partner in question. When the service partners ask us to get their general terms and conditions and other required documentation signed by the Client, we shall join and obtain Client's signature of such general terms and conditions and other documentation. Client shall abide to these service partners' general terms and conditions and other documentation. Where not stipulated otherwise, we shall supply the Client with a copy of the general terms and conditions of the service partners upon Client's first request.

### 5.3

To fulfil the contract purpose, we shall provide personalized procedures or instruments to the Client for authentication towards our service partners.

To authenticate Clients towards service partners, registration devices shall be made available to the Client. These registration devices entitle the holder to make the use of the services.

### 5.4

We may perform legal transactions and actual actions (e.g. changes to Client or vehicle data) through our service partners on behalf of the Client for registration or management of registration device or service if such legal transactions and actions are in accordance with the actual wishes and presumed interests of the Client. The Client shall therefore agree to have the data he provides transmitted to the service partners, as described further in the Data Protection Agreement.

### 5.5

We shall assume no liability for the ability of our service partners to provide deliveries and services.

## **6. Procurement of a physical registration device**

The following stipulations apply to the supply of registration devices by us to the Client. If they are delivered directly by the service partners to the Client, the terms and conditions of the service partners shall apply.

### 6.1

Client agrees to provide a (single) contact name and delivery address for the delivery of the registration device.

Registration devices supplied by us in our capacity of wholesaler, reseller and/or retailer are covered solely by the guarantee issued by the manufacturer and/or the service partner who supplied the registration devices to us, or who had these supplied.

### 6.2 Shipment and storage

We shall decide the nature and manner of storage, packaging and shipment of products and/or documents, for the account and risk of the Client. The cost of shipment is indicated in Annex 3.

We shall therefore accept no liability for any damage, loss or destruction of the registration devices and/or documents, or for any delays in their shipment, unless Client demonstrates gross negligence or intent on our part.

In the event the Client does not collect and/or does not take delivery of the registration device to be supplied, the registration device shall be returned to us. The postage costs ensuing from a second shipment shall be charged to the Client, unless Client demonstrates gross negligence or intent on our part in the initial shipment.

We shall not be liable for any damage caused by, or resulting from, manufacturing and/or construction errors, incorrect installation or use of registration devices, varying quality and/or own defects in registration devices supplied by us.

Unless otherwise agreed, a registration device shall remain the property of EASYTRIP or the service partner.

## **7. Installation / Uninstallation of a physical registration device (OBU):**

Installation of the registration devices shall be made by the Client at its own risk based on the service partner's written instructions that we shall transmit

to the Client in the deliveries. We shall not incur any liability in this matter.

Client acknowledges that the installation of the registration devices by a professional installer delivering a certificate of installation is highly recommended. We will transmit to the Client a list of certified installers. The Client can decide to appoint one installer from the list or to make its own selection.

Client shall do its best endeavors to contact the installer upon receipt of the registration device from us or upon signing the contract, to schedule the installation/uninstallation.

Client should confirm if vehicles that will be equipped contain an activated Fleet Management System (FMS) and if the FMS has been confirmed and activated by its dealer. In case FMS is not activated:

- extra installation costs may occur
- some data may be missing (i.e.: Fuel data)

If the Client decides to make its own selection of the installer, the Client shall have direct relationship with such installer and the installation costs are those directly agreed among them.

If the Client appoints one installer from the list of certified installer provided by us, the applicable fee is laid down in Annex 3.

## **8. Use of the registration device**

### 8.1

The registration devices must be shown at the office or the installation of the institution/operator. A registration device may only be used for a single vehicle at a time. It is not permitted to use a registration device on a vehicle different from the one it was issued for nor to use it on several vehicles at a time, not even if a vehicle acts as an accompanying vehicle for another vehicle.

This misuse of the device can lead to penalties from the service partners or not recognition of discounts (if any). Such sanctions will fully apply to the Client.

### 8.2 Defect registration devices.

For technical reasons, registration devices that are split, broken, misshaped or have been demagnetised cannot be used. These registration devices must be returned to us immediately. We shall provide replacement registration devices, in case of non-contractual or misuse of a registration device by the Client at the Client's expenses. The cost of return and replacement is indicated in Annex 3.

### 8.3 Responsibility in case of loss or theft.

We cannot be held liable for use of a registration device, or any other document, by parties other than the Client, regardless of the circumstance (for instance loss or theft). In the event of loss or theft, the Client shall inform us in writing immediately, no later than within 24 hours, by means of telefax, email, or letter, to enable us to report the event to the issuing institution and to have the registration device or any other document blocked.

The Client shall be charged for all costs and amounts due for the transactions made with the registration device ensuing from the unauthorised use by third parties before the actual coming into effect of the blocked status entry. We generally block a registration device or another document, where applicable, within 48 hours following the Client's written report. Saturdays, Sundays and public holidays are excluded from this 48-hour term. This timeline is indicative only as it may vary depending on the service partners' processing time.

The cost of return and replacement is indicated in Annex 3. If the registration device(s) or document(s) reported lost or stolen are discovered by the Client, these registration device(s) or document(s) may no longer be used and must be returned to us. For failure to return any stolen/lost registration device, we shall charge the costs for non-return of a registration device, as indicated in Annex 3 as well as the penalties applied by the service partners (as the case may be).

### 8.4

It is not permitted to use registration devices and/or documents that we are claiming back or have claimed back for whatever reason.

### 8.5

It is not permitted to sell and/or alienate registration devices and /or documents, or to have these used by third parties, other than by Client's vicarious agents, for whatever reason, unless expressly agreed in writing in advance with us. In the event Client fails to observe this stipulation, it shall remain fully liable for any damage, costs and interests resulting from this violation.

### **9. Payment :**

7.1

By signing the contract, and by taking receipt of the registration device, the Client shall pay us the fee stipulated in Annex 3 in a correct and timely fashion in the manner agreed and in accordance with the general terms and conditions and Annex 2. The cost for the procurement of the registration device will be invoiced upon delivery.

### **10. Termination of the contract**

Following termination of the contract by either party, the Client shall return the registration devices in its possession and immediately pay all amounts due.

If the Client fails to do so within 30 days following the expiry of the contract or the notification date of the termination, the possession of the registration device shall be regarded as unlawful and any costs for recovery shall be charged to the Client, while the obligation for Client to pay the sums due shall remain. The applicable related fee for non-return of a registration device is indicated in Annex 3.

**Date :**

**Signature and company stamp of the client**

*Read, approved and undersigned*

*Place of residency* \_\_\_\_\_

*Signature* \_\_\_\_\_

**Appendix A: List of countries under EU+3 subscription**

1.	Austria
2.	Belgium
3.	Bulgaria
4.	Croatia
5.	Cyprus
6.	Czech Republic
7.	Denmark
8.	Estonia
9.	Finland
10.	France
11.	Germany
12.	Greece
13.	Hungary
14.	Iceland
15.	Ireland
16.	Italy
17.	Latvia
18.	Lithuania
19.	Luxembourg
20.	Malta
21.	Netherlands
22.	Norway
23.	Poland
24.	Portugal
25.	Romania
26.	Sweden
27.	Slovakia
28.	Slovenia
29.	Switzerland
30.	Spain

Extra countries included in "KMaster service":

31.	Regno Unito
32.	Albania
33.	Bosnia
34.	Macedonia
35.	Serbia

## **Appendix B**

### **Dashcam uses**

- Prohibited in Austria, Luxembourg.
- Strongly discouraged in Portugal, Germany, France.
- For the other countries it has to be checked on a one by one case, considering the legislation is updated on a regular basis and also in some cases the use is allowed under specific restrictions to be taken into consideration.