

## TERMS OF SERVICE

**Vayosoft Terms of Service has been recently updated: 04/02/20**

These Terms of Service (this "Agreement") are entered into by VAYOSOFT LTD ("VAYOSOFT") and the entity executing this Agreement ("You" or "User"). This Agreement governs Your use of the standard VayoDrive Mobile Application (the "Mobile Application"). BY CLICKING THE "I ACCEPT" BUTTON YOU ACKNOWLEDGE THAT YOU HAVE REVIEWED AND ACCEPT THIS AGREEMENT AND ARE AUTHORISED TO ACT ON BEHALF OF, AND BIND TO THIS AGREEMENT, THE OWNER OF THIS ACCOUNT.

In consideration of the foregoing, the parties agree as follows:

### TERMS AND DEFINITIONS

**"Automobile"** - an automobile vehicle on which a Telematics device is installed.

**"Agreement"** - the user agreement on the terms of use of the Drivey Mobile Application.

**"Confidential Information"** includes any proprietary data and any other information disclosed by one party to the other in writing and marked "confidential" or disclosed orally and, within five business days, reduced to writing and marked "confidential". However, Confidential Information will not include any information that is or becomes known to the general public, which is already in the receiving party's possession prior to disclosure by a party or which is independently developed by the receiving party without the use of Confidential Information.

**"Mobile Application"** - the Drivey Mobile Application, is intended for remote monitoring of the Automobile.

**"User"** - the owner who installed the Telematics device on the Automobile and duly joined this Agreement to use this Mobile Application.

**"Official Site"** - the Vayosoft's original Internet resource having a domain name \_\_\_\_\_, containing information on web pages within the address space of this domain name.

**"Telematic device"** - equipment that connects to the diagnostic socket (OBD-II) of the Automobile (standard ISO-15031-5 / J1962) and allows to obtain online the necessary information about the technical condition of the Automobile, for prompt response in case of malfunctions and providing access to Internet.

### Section I GENERAL PROVISIONS

1.1. The agreement governs the relationship between the Vayosoft and the User under the terms of use of the Mobile Application.

1.2. The Mobile Application is a program developed for mobile devices running Apple iOS operating systems not lower than version 9.0, Google Android not lower than version 5.0. The Mobile Application is available in search on the App Store and Google Play.

1.3. The agreement is an open and public document. The current version of the Agreement is located on the Official site.

1.4. The terms of this Agreement are a public offer, the use of Mobile Application is possible only on the terms of this Agreement.

1.5. Use of the Mobile Application is free of charge.

1.6. The Vayosoft has the right to amend this Agreement. When making changes to the Agreement, the Vayosoft notifies users of this by posting the changes / additions or a new version of the Agreement on the Official Website no later than 1 (one) month before the relevant amendments / additions take effect. Additionally, Vayosoft will notify the User about changes in the Agreement by sending message using Push notification to Mobile Application. Continued use of the Mobile Application by the User 1 (one) month after notifying the User about the changes and / or additions to this Agreement means the User consents to such changes and / or additions. If the User does not agree with the changes in this Agreement, he must stop using and respectively remove the Mobile Application.

1.7. The user can leave appeals, suggestions and questions on the operation of the Application on the page \_\_\_\_\_ on the Vayosoft's Official site or by sending them to the email address: \_\_\_\_\_.

1.8. This Agreement is made in accordance with the General Data Protection Regulation (EU) of 2016/679 dated 04/27/2016 and other applicable European data protection laws, depending on the country of Users residence, collectively referred to as - the Legislation. Also, the legislation of other countries in which the User is located may establish additional requirements

1.9. In case of disagreement of the User with the terms of this Agreement, the use of the Mobile Application should be immediately terminated.

## **Section II RIGHTS AND OBLIGATIONS OF THE USER**

2.1. The User undertakes to properly comply with the terms of this Agreement.

2.2. When registering in the Mobile Application, the User undertakes to provide truthful and reliable information about himself and about the Automobile, necessary for:

- Correct operation of the Mobile Application;
- To enable the User to view information about the Mobile Application obtained using the installed Telematics device;
- Responses to user requests to the application technical support service;

- Confirmation of account ownership in the Mobile Application to this User in case of loss of account.

2.3. The User undertakes to take appropriate measures to ensure the safety of his mobile device and is personally responsible for the safety of personal data specified in the Mobile Application in the event of access to his mobile device by third parties.

2.4. The User agrees not to use the Mobile Application for any other purposes, except for those related to personal use, for the purpose of remote monitoring of the Automobile.

2.5. The User undertakes, using the Mobile Application, not to mislead other Users and third parties.

2.6. The User agrees not to use extraneous software and other technical means that affect the operation of the Mobile Application and related systems.

2.7. The User is prohibited from independently or with the involvement of third parties to decompile the Mobile Application, as well as to distribute, bring to the public and provide other access to the Mobile Application, reverse engineer the Mobile Application or its individual elements.

2.8. The User has the right at any time to terminate this Agreement unilaterally by removing the Mobile Application from his mobile device or stop using the Mobile Application.

2.9. Vayosoftware service Support of the vehicle's computer – The User is aware that the volume and type of information generated by the Device from the vehicle's computer and Vayosoftware systems' ability to process such and enable the user to benefit from the offered uses or those that may be offered as part of Vayosoftware service are dependent on the configuration of the computerization systems of the vehicle in which the Device had been installed and the vehicle manufacturer's and/or importer's and/or anyone on their behalf and/or additional third parties' settings. The user shall examine the suitability of the vehicle in which the Device is installed for the service and the user shall have no claim towards Vayosoftware or anyone on its behalf in respect of any malfunction due to the incompatibility of the Telematic device and Automobile that was not properly examined by the User. The user is further aware that for its operation, the Device makes use of the vehicle's electrical system, and this even when the vehicle is turned off. In order to avoid drainage of the battery and the difficulties in igniting the vehicle, various components of the service provided through the Device shall be gradually shut off after turning off the vehicle, however, should the vehicle be about to stand still for a long period of time, it is recommended to remove the Device from the OBD socket after turning off the vehicle.

### **Section III**

### **RIGHTS AND OBLIGATIONS OF THE VAYOSOFTWARE**

3.1. The Vayosoft has the right to transfer the rights and obligations under this Agreement to third parties in order to implement this Agreement, without the additional consent of the User.

3.2. The User, agreeing to this offer, gives his informed and voluntary consent to be informed about promotional, advertising, marketing and other events aimed at promoting the services of the Vayosoft and / or its partners. This specific form of consent must be freely given, specific informed and unambiguous. The User can withdraw its consent to being informed about the mentioned events by clicking on the button "Unsubscribe" in the Mobile Application. If the User has expressed his objection, their personal data will no longer be used for direct marketing purposes.

3.3. The Vayosoft places the manual for working with the Mobile Application (User Manual) in electronic form on the Official website. The Vayosoft is also entitled to send the User information about the operation of the Mobile Application to the email address specified by the User during registration. The Vayosoft is not responsible for the negative consequences and losses arising as a result of events and circumstances outside the scope of its activities, as well as for actions (inaction) of third parties.

3.4. The Vayosoft has the right to block the User's access to the Mobile Application in case of violations by the User of the obligations specified in Section 2 of this Agreement.

3.5. The Vayosoft reserves the right to reduce the list of services, temporarily stop the Mobile application (no more than 5 hours) for organizational or technical reasons without notifying the User. Suspension or termination of the Mobile Application may occur, including in the case of preventive maintenance or in the event of force majeure, in the event of accidents or failures in the software or hardware of third parties, or in the case of actions of third parties aimed at suspension of work Mobile Application.

3.6. In order to improve the operation of the Mobile Application, the Vayosoft has the right to collect, store and process statistical information about the use of the Mobile Application by the User, which includes:

- data on the model of the User's mobile device (device identifier);
- statistical information on the use of the Mobile Application;
- also information that is collected in accordance with the Privacy Policy when using the VayoDrive Mobile Application.

3.7. Vayosft is not responsible for non-fulfillment of its obligations to provide Services in the event of breakdown and / or disconnection, by the Client or third parties, of equipment installed on the Vehicle, which is responsible for the provision of Services or problems with the operation of the GSM network, interruptions in the operation of GPS satellites, interference from radio interference or factors such as vehicle manufacturing restrictions. Notwithstanding the foregoing, Vayosoft is responsible for safety when using the Telematic device, as well as for safe and proper functioning of the Telematic devices installed in the Automobile. Vayosoft shall be liable for the proper functioning of the Mobile Application that the User installed on its mobile phone. Vayosoft guarantees that the service provided to the User will be completely in line with its description given in the User Manual, as well as that the User will be able to use the service and all of its functionalities described in the User Manual.

3.8. Cellular coverage - please note that use of the Vayosoft service as well as obtaining alerts and viewing data through the Service App are affected by the reception quality and cellular coverage at the areas in which the Device and the mobile Device are located.

#### **Section IV WARRANTIES AND RESPONSIBILITY OF THE PARTIES**

4.1. The User guarantees that he will not take any actions aimed at causing damage to the Vayosoft.

4.2. In case of violation of the rules for using the Mobile Application, non-compliance with the terms of this Agreement, the User undertakes to indemnify the Vayosoft for the damage caused by such actions.

4.3. Unless the User has proved the opposite, any actions committed using his mobile device are deemed to have been committed by the corresponding User.

4.4. The Vayosoft is exempted from full or partial fulfillment of its obligations under this Agreement in the event of force majeure circumstances, which could not be foreseen at the time of joining the User, exclusively, but not limited to, in cases of: unauthorized interference by the User and / or any third parties into the work of the Mobile Application, Telematics device or war, military operations, natural disasters, accidents, disasters, sabotage, public unrest, etc. inversions, decisions of state authorities and / or local governments, changes in market conditions, in case of impossibility to use the Mobile Application in the absence of technical capabilities and / or for other reasons beyond the Vayosoft's control.

4.5. The Mobile Application, any of its components, including program code, design elements, text and other objects of intellectual property rights are the exclusive property of the Vayosoft.

4.6. This Agreement does not provide for the granting of any rights or permissions to the User to use the Mobile Application in any way, except for the methods provided for by the functionality (functionality) of the Mobile Application.

4.7. The Mobile Application is provided for use by the User on a "as is" basis. The Vayosoft does not undertake any guarantees of the uninterrupted operation of the Mobile Application services, the timeliness and accuracy of its operation in order to confirm any facts, as well as the compliance of the Mobile Application with the goals of the User.

#### **Section V CONFIDENTIALITY**

5.1. Neither party will use or disclose the other party's Confidential Information without the other's prior written consent except for the purpose of performing its obligations under this Agreement or if required by law, regulation or court order; in which case, the party being

compelled to disclose Confidential Information will give the other party as much notice as is reasonably practicable prior to disclosing the Confidential Information.

**Section VI**  
**FINAL PROVISIONS**

6.1. In the event of any disputes or disagreements related to the execution of this Agreement, the User and the Vayosoft will make every possible effort to resolve them through negotiations.

6.2. This Agreement shall enter into force for the User from the moment of its registration in the Application and is valid until it is changed or terminated at the initiative of the Vayosoft or the User.

6.3. If any of the provisions of this Agreement is invalidated, this does not affect the validity or applicability of the remaining provisions of this Agreement.