

FICONIC SOLUTIONS OY

11-JAN-2018

## CARRIO - END USER LICENSE AGREEMENT (EULA)

### 1 GENERAL PROVISIONS

- 1.1 Carrio is an entertainment information application ("**Application**") for drivers designed to make the use of a mobile device equipped with a data connection safer than the use of a conventional device, with the purpose to require less attention of a user, and with the purpose of enabling certain benefits to a user.
- 1.2 The Application is owned and managed by Ficonic Solutions Oy ("**Licensor**"), a limited liability company organized under the laws of Finland.
- 1.3 Downloading the Application from the app store, and using the Application is subject to compliance with the terms of this End User License Agreement ("**Terms**"). If you do not accept these Terms, you have no right to use the Application.
- 1.4 "**End User**" means any person or party having uploaded the Application to their device. End User agrees to use the Application only on his/her own, private purposes and only on one device at a time.
- 1.5 The Licensor may modify these Terms at any time due to amendments on the technical contents of the Application or changes in law or other similar issues. Such modifications shall be effective immediately after the modified version of the Application or the new terms are available. Using the Application after modification shall be deemed as End User's acceptance of the modified Terms.
- 1.6 All sales to End Users are subject to these Terms which shall prevail and be effective notwithstanding any variations or additions contained in any other document, unless separately agreed in writing. No modification of these Terms shall be binding upon the Licensor unless made in writing by an authorised representative of the Licensor.

### 2 IMPORTANT INFORMATION CONCERNING THE USE OF THE APPLICATION. SAFETY

- 2.1 Since the Application is designed to facilitate the use of device in a vehicle, use of the Application is intended for majors with driving licence.
- 2.2 The use of the Application is subject to use of a compatible device which meets the requirements set out in the product description, accessory equipment required in the geographical area where the Application is used (such as equipment needed for to fasten the device to the vehicle) and the use of data connection. The End User is obligated to acquire the required device together with accessory equipment and data connection on his/her own account.
- 2.3 The license set forth herein applies to the Application only. "**Third Party Service**" shall mean all services to which may be entered by using the Application but which are not provided by the Licensor. In case the End User is willing to use Third Party Services via Application, the Application is to be considered as an assistive device to enable the use

of Third Party Services in question but the use shall be upon the sole responsibility of the End User. Even if a Third Party Service was offered together with the Application as pre downloaded or otherwise, the End User is deemed to change over from the Application to third party web service when using a Third Party Service.

- 2.4 In case the End User uses Third Party Services or changes over to such service via Application, the terms of such service are applied despite of whether the third party in question is a contractor of the Licensor or not. The use of a Third Party Service is subject to End User's acceptance of the applicable terms and conditions and payment of the charges required by the Third Party Services to the third party. It is on End User's responsibility to inspect the technical features of Third Party Services and its compatibility with the End User's device and other equipment. Technical requirements and certain information and requirements concerning Third Party Services are informed in Application but updated information shall be provided in each Third Party Service in question.
- 2.5 The Licensor shall have no liability whether the End User or any other quarter causes accident while using the Application. While using the Application errors relating for example to navigation, determination of driving speed or corresponding information may occur.
- 2.6 The End User commits to use the Application:
- (a) with diligence and responsibility and in accordance with the laws of respective country, for example only when the device is fastened to hands free cradle, in case the applicable legislation does not allow the use of mobile device otherwise;
  - (b) acknowledging and agreeing that the responsibility of the vehicle is always on the driver and the device should be used in such way that does not disturb driving.
- 2.7 Speed limits, warnings and corresponding information expressed in the Application or via Application are based on information provided by information provider to the use of Third Party Service which might not be updated. The Licensor does not have any liability for example of speed tickets or any other violation if the information Application conveys is incorrect. The End User has the responsibility to always follow traffic and signs.
- 2.8 The Application may include as a feature so-called gamification model, where data, GPS-locations and speed information from different information providers are exploited. Such information might not always be exact. The purpose of gamification is to encourage for example to safe or economical driving.
- 2.9 In case the End User installs devices or applications provided by third party and associated with the use of the device or the Application, the Licensor is not liable for any possible errors caused by such device or application.

### **3 PAYMENTS**

- 3.1 The licence to the full version of the Application is subject to license fee. The Application shall be ordered by buying the Application licence until further notice. The use of the Application shall be charged in accordance with the price list applicable from time to time. The price list shall be available in the app store and/or in the Application. The license fees shall be paid on time either in advance for fixed term or monthly with payment methods available in Application. The Application might also be available as a free version which

the End User may order without charge. Any promotions and offers are subject to Licensor's discretion, and are valid in accordance with terms defined by Licensor. Unless otherwise indicated value added tax (VAT) is included in the prices.

- 3.2 The license fee of the Application does not include licence to Third Party Services unless otherwise specifically expressed in the Application.
- 3.3 Payment of a license fee or activation of the Application using campaign code or other identification code entitles the End User to use the Application.
- 3.4 The End User guarantees and ensures that his/her credit card is valid at the time of the purchase transaction, that the End User is the rightful holder of the credit card and that the credit card is used within its card limits.
- 3.5 Any credit card payments are subject to the approval of the financial institution issuing End User's credit card, and the Licensor is entitled to process inquiries for approval and for other related credit status information with appropriate financial institutions and other credit agencies. The Licensor shall not be liable in any way if such financial institution or credit agency refuses to accept or honour the credit card for any reason. Further details concerning applicable prices and payments are available in the app store.
- 3.6 The End User shall carry any and all of his/her own costs (including but not limited) to telecommunication expenses and the Licensor takes no responsibility for the payment of such fees.

#### **4 DELIVERY AND TERM OF AN ORDER**

- 4.1 The Application shall be available to the End User immediately after payment, as further described in the order confirmation.
- 4.2 Fixed-term licence expires at the end of the agreed period. The licence valid until further notice shall be valid till either party terminates the agreement. The period of notice is 30 days unless otherwise agreed. Each party may terminate the agreement with immediate effect if the other party has substantially violated these Terms.
- 4.3 The Licensor reserves a right to postpone the delivery without any liability in case the delay is due to any cause beyond the Licensor's reasonable control such as delay in payment, technical error etc. In the event of such delay, the Licensor shall inform the End User electrically in the Application or otherwise as soon as it is possible. The Licensor may suspend the use of, and access to the Application immediately if the End User does not comply with these Terms. The End User is not entitled to any compensation.
- 4.4 The Application is deemed to be sold to the End User when it has been paid and the Licensor has delivered an order confirmation. In terms of refund, the use of the Application will commence when the Application is available to the End User at the End User's user account. According to Finnish and European Union legislation no return policy needs to be granted in such events when the use of the digital product has commenced. Thus, no return policy is applied.

#### **5 REGISTRATION PROCESS**

- 5.1 The End User may have to register as a user of the Application and to create a username and password.

5.2 Upon registration the End User shall provide the Licensor with all information necessary for the use of the Application as requested at registration pages. The End User shall not give erroneous or misleading information and represents and warrants the correctness of the registration information.

5.3 The Licensor may give notifications via the Application or to the contact information given by the End User.

## **6 PRIVACY**

6.1 The Licensor gathers and processes personal data of registered users. Personal data is used to produce the Application, as well as other similar purposes related to the use of the Application. Personal information submitted by the End User during registration procedure will be gathered to an individual personal data file (personal data register), which register is located in Finland. The Licensor is entitled to collect and process information in accordance with applicable personal data legislation, as further described in the Application privacy policy (<http://carrioapp.com/terms.html>). Privacy policy contains then current cookie policy of the Licensor.

6.2 The Licensor may collect and process information also from End User's device or vehicle including location information of the device and/or vehicle as described in the privacy policy. The End User has a right to prevent the collection of information by informing the Licensor. If the End User prevents the right to collect information after starting to use the Application, the Application or part of it becomes unusable. In the event that the End User has prevented the collection of information, the Licensor shall not compensate the End User with license fees of the remaining term of license.

6.3 As part of the Terms, the End User accepts the privacy policy as well as collection and use of personal, device and vehicle information made in accordance with the privacy policy. The Licensor shall have the right to alter the Application privacy policy by informing the End User.

6.4 It is the responsibility of the End User to inform each driver and passenger of the vehicle object to tracking about the terms and conditions of the Application, including privacy policy. In case the Application is used for a crime or for other inappropriate purposes or purposes against traffic regulations, the End User is liable for any damage caused to third parties, including any damage caused of the use that violates third party's privacy.

6.5 The End User shall ensure that the device is secured including the acquisition and updating of anti-virus software and the corresponding necessary actions.

6.6 Information will be used and can be disclosed to third parties in accordance with the valid privacy policy of the Application. Hence, the Licensor is entitled to release information to its co-operation partners for example for the purposes of making insurance offers to End User. Information may be exploited for marketing purposes as further described in the privacy policy and in accordance with the applicable legislation.

6.7 The End User shall always have a right to inspect his/her information and request change of his/her information by contacting the Licensor. Such End User has a right to opt-out use of his/her information for direct marketing purposes. The End User is obligated to

make a written or electronic statement to the Licensor in accordance with applicable legislation.

6.8 The location information collected from End User's device may be used to provide location based services. The End User gives his/her express consent to exploit the information within the registration process.

6.9 The driving game feature of the Application and collected data regarding the location of the device and vehicle, number of driving kilometres, accelerations and speed can be used for the purposes of providing to End User profitable insurance offers, service offers, inspection offers and other corresponding benefits related to driving, and for the purposes of direct marketing. Therefore, the End User shall, when registering his/her profile, give his/her specific and unambiguous consent to disclose his/her contact information and to store, process into driving pattern index, and to disclose to third parties identified as Licensor's co-operation partners such data in the form of index for the above described purposes.

Notwithstanding the above mentioned, the Licensor will not in any event disclose raw data, which would identify certain End User's single driving event, event of overspeed, breaking or acceleration or any other corresponding driving information which can be connected to End User.

## **7 GRANT OF LICENSE AND LICENSE RESTRICTIONS**

7.1 Subject to these Terms, the Licensor grants to the End User a limited non-exclusive, non-transferable, non-sublicensable right to use the Application for personal, non-commercial purposes, as described in more detail in the Application.

7.2 The End User shall not, nor shall the End User permit anyone else to, directly or indirectly: (a) copy, modify or distribute the Application; (b) reverse engineer, disassemble, decompile or otherwise attempt to discover the source code of the Application; (c) manufacture more copies of the Application than the amount purchased by the End User according to these Terms; (d) use the Application outside the territory defined in the Application (in case the territory is defined); (e) use the Application for any commercial or business purposes unless otherwise expressly agreed in writing.

## **8 INTELLECTUAL PROPERTY RIGHTS**

8.1 "**Intellectual Property Rights**" shall mean patents, trademarks, copyrights, database rights, design, utility models, trade secrets, know-how and any other intellectual property rights, whether registered or not.

8.2 The title, ownership rights and Intellectual Property Rights in and to the Application and to its possible modifications or updated versions are and shall remain at all times vested exclusively in the Licensor and its licensors. The Application is protected by the copyright laws of Finland and international copyright treaties. These Terms do not confer upon the End User any right or rights not expressly granted herein.

8.3 The title, copyright and any other Intellectual Property Rights to the Third Party Services including changes shall remain the property of the third parties and their licensors and no Intellectual Property Rights are assigned or transferred to the End User.

8.4 The End User represents and warrants that the End User will not use the Application:

- (a) to infringe the Intellectual Property Rights or proprietary rights, or rights of publicity or privacy, of the Licensor or third party;
- (b) to violate any law, statute, ordinance or regulation;
- (c) to violate any restrictions set by the third party; or
- (d) to violate these Terms.

## **9 LIMITATION OF LIABILITY**

9.1 The Licensor does not warrant that the use of the Application will be uninterrupted or error free. The Licensor shall neither be responsible for data (including open data) provided by third party and exploited by the Application or the validity, currency, usability, reliability or uninterrupted availability of the information offered or included in the Application nor that the above referred data or information does not violate third party rights.

9.2 The Licensor's liability for any damages shall in any event be limited to the payments of the Application paid by the End User during the period of three (3) months prior the damage.

9.3 Except as otherwise expressly stated in these Terms, all information and content provided via Application and the Application are provided "as is" and without warranty of any kind. The Licensor hereby disclaims all warranties, including but not limited to any warranty of quality or fitness for a particular purpose. Some jurisdictions may not allow the exclusion of implied warranties, in which case some of the above exclusions may not apply to all End Users.

9.4 The Licensor shall not in any event be liable to any End User for any indirect damages, lost profits, revenues, and business opportunities or for loss of income or any other indirect or consequential damages relating to the use or misuse of the Application, or the information or contents, irrespective of the basis for such claim.

9.5 In addition, liability of the Licensor shall be limited as follows: (i) the Licensor is not liable to the End User or any third party in any way for loss of credit card; (ii) the Licensor takes no liability for any unauthorized use of credit card; (iii) the Licensor is not liable for the non-availability of the Application or any costs thereof caused by transmission problems; (iv) the Licensor assumes no liability of any delay, data loss or related damage caused by the use of the Application to the End User.

9.6 These Terms are without prejudice to mandatory law provisions regarding consumer rights.

## **10 MISCELLANEOUS**

10.1 The Licensor shall not be liable for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of force majeure. For purposes hereof, events of force majeure are events beyond the reasonable control of the Licensor whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Licensor. Events of force majeure shall include (without being limited to) war, acts of government, export or import regulations, data connection interruptions, acts of terrorism, natural disasters, fire and explosions, or any other corresponding event.

- 10.2 The End User shall not assign or otherwise transfer or attempt to transfer or sublicense the license granted herein to the Application to anyone, without the Licensor's prior written consent.
- 10.3 Inquiries and complaints concerning the Application should be addressed to: [carrioapp@ficonicsolutions.com](mailto:carrioapp@ficonicsolutions.com) or Ficonic Solutions Oy, Nisulankatu 78, 40720 Jyväskylä, Finland.
- 10.4 A consumer has a right to bring the dispute to be handled by the Consumer Disputes Board [www.kuluttajariita.fi/en](http://www.kuluttajariita.fi/en). Prior to bringing the matter to the Consumer Disputes Board, the consumer must contact consumer rights advisors at a Local Register Office, [www.kkv.fi/en/consumer-advice/](http://www.kkv.fi/en/consumer-advice/). The consumer has also a right to bring the dispute to be handled in dispute resolution forum by the European Commission Online Dispute Resolution forum, <http://ec.europa.eu/odr>. In connection with the proceeding the End User must use our e-mail [carrioapp@ficonicsolutions.com](mailto:carrioapp@ficonicsolutions.com).
- 10.5 Except as expressly required by mandatory law, these Terms are construed with and interpreted in accordance with the laws of Finland, without choice of law regulation. Except as expressly required by mandatory law, any dispute arising out of these Terms shall be settled in district court of Helsinki, Finland.