



TERMS AND CONDITIONS

Crossyn Automotive B.V.

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Dear Commercial Client,

Crossyn Automotive B.V. (hereafter: 'Crossyn', 'we', 'us', 'ours') offers you its CrossServices, with due observance of the provisions of these Terms and Conditions.

ARTICLE 1 DEFINITIONS

Terms and Conditions	Terms and Conditions Crossyn Automotive B.V. (version 2017-2).
Driver	The natural person who's driving a connected vehicle and has entered into an Agreement with Crossyn.
CrossServices	Services offered by Crossyn to Commercial Clients and Drivers via the Portals. CrossServices are based on vehicle data sent to the Platform via a secured connection.
Device	A device capable of enabling data transfer from a vehicle.
Intellectual property rights	All present and future intellectual property rights, such as, but not limited to: trademarks, trade names, domain names, patents, industrial designs, copy rights, database rights and know-how with respect to the CrossServices and other products and/or services of Crossyn.
Agreement	Agreement and/or obligation between you and Crossyn for the performance of CrossServices.
Platform	Crossyn's Analytics of Things platform where data streams are combined, analysed and/or enriched for the benefit of providing CrossServices to Drivers and Commercial Clients.
Portal	Portal in which (among others) CrossServices and Services can be demonstrated to Drivers and Commercial Clients.

ARTICLE 2 APPLICABILITY

1. These Terms and Conditions shall be applicable to any offers from Crosssyn and any Agreements that Crosssyn enters or has entered into, as well as all obligations arising from the concluded and to be concluded Agreements or pre-contractual legal relationships, with effect from October 6, 2017. Crosssyn can delegate its rights and obligations to a subsidiary or any other third party it engages. In case of transfer or delegation of rights and obligations to a third party by Crosssyn, these Terms and Conditions shall also be applicable.
2. Crosssyn therefore doesn't accept, and explicitly rejects your terms and conditions under any descriptions whatsoever.
3. Specific arrangements can be included in the offer or the Agreement itself. Please, note that these arrangements apply to the relevant offer and Agreement. In the event of conflict, the arrangements of the relevant offer and Agreement shall prevail over the Terms and Conditions applicable to that offer and Agreement.
4. **Crosssyn may amend these Terms and Conditions from time to time**, for example to keep them up to date or to comply with legal requirements. Crosssyn shall inform you about the proposed changes one month prior to the date of entry into force of the amended Terms and Conditions. In such a case, the amended Terms and Conditions will be made available via the website, an e-mail or in another appropriate manner. Your continued use of the CrossServices, the Portal and/or any other services or goods delivered by Crosssyn after the changes have been made, will constitute your acceptance of the amended Terms and Conditions, which shall then be applicable to the Agreement from the date of entry into force. **Changes to the Terms and Conditions**
5. If provisions or parts of the Agreements are or become invalid or unenforceable in any way, the other provisions or the valid part(s) in the invalid provision(s) shall remain in full force and effect and enforceable, without any consequences for other obligations of you and Crosssyn. Furthermore, the unlawful, invalid or unenforceable provisions will be replaced by a provision that has as far as possible the same legal and commercial intent.

ARTICLE 3 OFFERS

1. Documents concerning offers from Crosssyn, such as for example price lists and brochures, are formulated with due care. In spite of that, we regrettably cannot guarantee that the content of these documents is correct at all times. Therefore, no rights may be derived from the contents of these documents.

ARTICLE 4 CROSSSERVICES, DEVICE AND PORTAL

1. Crosssyn endeavours to deliver the agreed CrossServices correct and in a timely manner in accordance with the Agreement. The indicated delivery dates will never be regarded as fatal terms, unless the contrary has been expressly agreed upon. **Delivery CrossServices**
2. Crosssyn can provide access codes. Only you are responsible for the confidentiality and security of your access code, username and the confidential information of your account. You shall immediately notify Crosssyn in case of unauthorised use. Crosssyn is entitled to suppress access codes in case of suspected unauthorised use.
3. It's not allowed to share your account details with another (legal) person. Every request Crosssyn receives through the Portal is deemed to be filed by you.
4. The Devices and accessories shall at all times remain the property of Crosssyn. Crosssyn is entitled to replace the Devices. Crosssyn may charge any costs and fees to replace a stolen Device.
5. CrossServices and the Portal may solely be used in accordance with the agreed purposes. It is not allowed to use CrossServices and the Portal in contravention of legal provisions and/or (the nature of) the Agreement with Crosssyn.
6. You guarantee that the Portal and the provided CrossServices shall be used in a professional and responsible manner by all users on your behalf.
7. Crosssyn reserves the right to **temporarily or permanently modify** CrossServices and/or the Portal at any time, with or without prior notification. The foregoing does not entitle you to any damages. **Modifications, updates and upgrades**
8. Crosssyn reserves the right to **temporarily discontinue** CrossServices and/or the Portal **or limit the use thereof** at any time, with or without prior notification, if it deems this necessary for maintenance, adjustments or improvements of one or more CrossServices and/or the Portal. The foregoing does not entitle you to any damages. Crosssyn will use its best endeavours to keep this to a minimum. **Limited use during maintenance**

9. Crossyn reserves the right to temporarily limit your access to the Portal and CrossServices, wholly or in part, without the requirement of a notice of default, if: a) Crossyn is obliged to do so in terms of statutory provisions, b) Crossyn suspects that you unlawfully use or misuse CrossServices, the Device, the Portal or the Platform, c) you can not, not in time, or not correctly comply with any obligation arising from an Agreement, d) or you provided Crossyn with wrong or incomplete information during or after contract closure. Your payment obligation will continue to exist at all times. In none of these events shall Crossyn be liable for damages or refund as a result of limiting your access to the Portal and CrossServices.
10. In the event that the Agreement has ended, Crossyn shall instantly deny access to the Portal and CrossServices. In no event shall Crossyn be liable for any damages or refund.

ARTICLE 5 PRICES AND PAYMENT CONDITIONS

1. Unless stated otherwise, all prices and other tariffs are exclusive of value added tax (or any similar taxes), any dispatch, transportation and postage costs, and exclusive of possible levies imposed by the authorities to your account. Crossyn shall inform you about relevant changes via the Portal or in another appropriate manner, as soon as possible.
2. **Crossyn is entitled to change the prices and tariffs from time to time.** We will communicate any price changes timely via the Portal or in another appropriate manner. **Price changes**
3. Invoices must be paid no later than **14 days** after the invoice date. The payment must take place by deposit or remittance on a bank or giro account appointed by Crossyn. The date of the bank statement of Crossyn, on which the payment is indicated, is decisive to determine the date of payment. **Payment term**
4. You acknowledge and accept that you are held to pay the stipulated prices during the contract period, whether CrossServices and/or the Portal are used or not.
5. In case you dispute payments made by means of direct debit, you need to inform Crossyn within **14 days** about this dispute.
6. In case and from the moment you fail to (timely) fulfil your payment obligations, Crossyn is entitled to charge the statutory commercial interest based on the outstanding amount, increased with reminder and collection costs.

7. With regard to all your payment obligations towards Crosssyn on any grounds whatsoever, all claims for suspension, price reduction and/or settlement against amounts owed by Crosssyn, are expressly excluded.

ARTICLE 6 COMPLAINTS

General complaints

1. Complaints about **CrossServices, Devices, and/or the Portal** shall have no effect if Crosssyn is not informed within a reasonable time after discovering the defect. Any complaints shall be accompanied by an accurate specification of the nature and the extent of the complaints.
2. Complaints about an invoice shall have no effect if they are not reported in well-founded writing within **14 days** after the invoice date. After the said period has elapsed, you shall be deemed to have approved and accepted the invoice.
3. With reference to the provisions of section 5.7 of these Terms and Conditions, Crosssyn notes, for the sake of completeness, that all claims for suspension, price reduction and/or settlement against amounts owed by Crosssyn are expressly excluded, even when a complaint is timely submitted.
4. If Crosssyn determines that the complaint is founded, Crosssyn shall only be required to make a new delivery as soon as possible or to adjust the invoice. The foregoing does not entitle you to any damages.

Complaints about an invoice

ARTICLE 7 INTELLECTUAL PROPERTY

1. All copyrights, patent rights, and other intellectual and industrial property rights on, as well as similar rights for the protection of information in relation to CrossServices, the Portal, the Platform, products, services and any other documentation, are the exclusive property of Crosssyn.
2. Only after full payment of whatever you owe Crosssyn as a result of the Agreement, we grant you a **limited, non-exclusive, non-transferable and revocable license** to make use of CrossServices and the Portal. This license shall remain in effect until and unless the Agreement has ended in any manner and for any reason whatsoever. CrossServices, the Portal and all accompanying software objects will remain the property of Crosssyn at all times.
3. Crosssyn's software applications and the content are licensed to you, not sold. Crosssyn retains ownership of all copies of Crosssyn's software applications and content even after installation on your personal computers, mobile handsets, tablets, and/or other relevant devices.

Licence

4. All Crosssyn trademarks, service marks, trade names, logos, domain names, and any other features of the Crosssyn brand (hereafter: 'Crosssyn Brand Features') are the sole property of Crosssyn. The Agreement does not grant you any rights to use any Crosssyn Brand Features whether for commercial or non-commercial use.
5. It is not allowed to remove, cover or modify the trade marks, trade names or any other indications as affixed to the Portals, products, packages and/or documents.
6. In case the contract for CrossServices will not be awarded to Crosssyn, you are obliged to return the complete documentation with (amongst others) opinions, sketches and designs, within three days from the date of adoption of the decision. Furthermore, you shall delete any (digital) copies and declare to Crosssyn you did so.
7. You will neither attempt to unravel the source code of the Portal and/or CrossServices, nor to copy, redistribute or change them. Furthermore, you will not: a) reproduce, sublicense, sell, rent, lease, or make available to the public CrossServices and/or the Portal to a third party, b) disrupt the operation of CrossServices, the Device, the Portal and/or the Platform, c) use CrossServices, the Device, the Portal and/or the Platform in any (other) unlawful manner. **Prohibited acts**
Infringement of intellectual property rights
8. In case Crosssyn concludes that unauthorised use has been made of its intellectual property rights by you (or a third party), Crosssyn reserves the right to **claim full compensation for damages** or to exercise any other rights.

ARTICLE 8 WARRANTY AND DISCLAIMER

1. CrossServices are only compatible with vehicles suitable for installing a Device.
2. You are responsible for establishing a successful data transfer, and committed to retain the data transfer. You will inform the Driver that Crosssyn processes his data and, if so required, contacts the Driver for the authentication of his connected car and/or himself.
3. The quality and functioning of CrossServices is partly determined by the access to and the quality of the data and the connection for data transmission. Since the connection can be disrupted by an external source and or atmospheric conditions and depends on radio coverage and data capacity of the network, the quality, availability and/or throughput speed of

CrossServices cannot always and everywhere be guaranteed. Crosssyn will not be held liable for any consequential damage.

4. Taking into account the provisions of the preceding clause of this section, Crosssyn **disclaims any express or implied warranty or condition, included but not limited to** the satisfactory quality, accuracy, timeliness, completeness, correctness, reliability, merchantability, suitability for a specific purpose or non-infringement of CrossServices, the Platform and the Portal. Crosssyn provides CrossServices on the basis of an obligation of effort. **No warranties**
5. Crosssyn does not guarantee that CrossServices and the Portal are free of malware or other harmful components.

ARTICLE 9 LIABILITY AND FORCE MAJEURE

1. Crosssyn is **only liable** for damage in accordance with the following provisions of this section, unless the damage is the result of an intentional act or gross negligence on the part of Crosssyn. **Limited liability**
2. Bearing in mind the nature of the technical and electronic services and the associated uncertainties and possible discrepancies, Crosssyn is **never liable for**:
 - a. indirect damage, lost profit, lost savings, consequential damage, reduced goodwill, damage due to business interruption, (software) damage to vehicles (that were) equipped with a Device, personal injury, damage as a result of a fine imposed by a third party, mutilation or loss of data, damage relating to the use of objects prescribed to Crosssyn by you, and materials or software of third parties, even if Crosssyn is informed about the possibility that these damages can occur;
 - b. any damage of whatever nature, relating to either the non-availability, the not correct or not full availability of CrossServices and/or the Portal;
 - c. any damage of whatever nature, relating to the (dis)functioning of the equipment and/or internet connections of you, Crosssyn or third parties;
 - d. any damage of whatever nature, relating to actions that Crosssyn must take because of a court ruling or an enforcement order;
 - e. any damage of whatever nature, relating to events in which you have committed a culpable act yourself;
 - f. any damage of whatever nature, relating to incorrect administrations that are rejected or for any reason not accepted by any institution

- (including the tax authority). At all times, you are responsible for approval (in advance and afterwards) by such institutions;
- g. any damage of whatever nature, relating to the not correct, not complete or not timely transmission of information that is communicated (among others) via the Portal.
3. As far as Crossyn, in a particular case, cannot invoke the exclusions or limitations of liability as described in this section, Crossyn's liability on a case-by-case basis is at all times limited to an amount equal to 50% of the sum of the invoiced amounts over the preceding six months, reduced by credits authorised by Crossyn during that period. As far as Crossyn cannot invoke the limitation as described in the first sentence of this section as well, Crossyn's liability will in no event be higher than the benefit that the insurance company may pay to Crossyn in the case in question, or the amount that Crossyn in a particular case might get compensated from a third party by exercising its right of recourse.
 4. Crossyn is not responsible for environments managed by other parties, possibly linked to via the Portal and/or website of Crossyn.
 5. **After the moment CrossServices have been delivered, Crossyn can never be held liable as a result of your own inappropriate and unlawful use of data.** After the time of delivery, Crossyn cannot supervise the use of the data. For that reason, you are responsible for the proper management of all (personal) data, information, feedback, suggestions, text, content and other materials that are provided as part of CrossServices.
 6. Crossyn shall not be liable for any damage caused by a shortcoming which is the consequence of **force majeure**. If Crossyn is not able to perform its obligations of whatever nature due to an event of force majeure, Crossyn is entitled to postpone the performance until the event of force majeure has ended. **Force majeure**
 7. Apart from everything covered in the law and jurisprudence, force majeure shall in any case include: war, revolutions, terrorist acts, natural disasters, transport restrictions and delays, extreme weather conditions, flooding, partial or total strikes, staff shortage, fire, explosion, excessive increase of demand, government interventions including import and/or export measures, shortage of materials, malfunctions due to defects in or damage to machines or computers, non-compliance with obligations by suppliers of Crossyn, or any other circumstances that fall outside the sphere of influence of Crossyn.

8. You acknowledge and accept that the remuneration for the provided CrossServices, Devices, Portal, products and/or services is established taking into account the limited liability as referred to in this section.
9. Liability of Crossyn because of an **attributable failure** in the fulfilment of an Agreement shall only arise if you immediately and properly put Crossyn into default in writing, stating a reasonable period to correct the failure and if Crossyn continues to fail attributably in the fulfilment of its obligations after such period has lapsed. The notice of default must contain a description of the breach which is as complete and specific as possible, so that Crossyn can respond adequately. **Attributable shortcoming**
10. Any right to compensation **shall be extinguished** in any case if: a) you have failed to take **measures** to limit or prevent (further or additional) damage after the damage occurred, or b) you have failed to **inform** Crossyn with all relevant information **within a reasonable time** after discovering the damage. **Limit and prevent (new) damage**
Report damage
11. Every claim for damages towards Crossyn **shall be extinguished** by the mere lapse of **24 months** after the claim arises.
12. Companies associated to Crossyn cannot be held liable for any damage and/or costs whatsoever, regardless of any board position these companies might fulfil.

ARTICLE 10 INDEMNIFICATIONS

1. You shall **indemnify and hold Crossyn harmless** from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of: 1) your breach of the Agreement and this Terms and Conditions, and 2) your violation of any law or the rights of a third party.

ARTICLE 11 CONFIDENTIALITY

1. All **confidential information** exchanged between you and Crossyn during the term of an Agreement must be treated with the necessary care and diligence and shall not be made public or shall not be used for any purpose other than that for which it was obtained. **Confidential information**
2. The obligations of confidentiality **do not apply as far as** confidential information of the other party must be made public by virtue of the law, a regulation or directive, or a court order or decision of a competent public authority, provided that the receiving party applies all its efforts in order to **Exceptions**

minimise the disclosure and inform the relevant party of such proposed disclosure in advance.

3. Crossyn and you are not obliged to maintain secrecy of a) data that was given general publicity, b) data the receiving party had already at its disposal, c) data that has demonstrable independently been developed by the receiving party outside the scope of this Agreement, or d) data that has legitimately been obtained from a third party.
4. Crossyn and you guarantee that employees and any third parties deployed shall comply with the confidentiality obligations as described in this section.

ARTICLE 12 PRIVACY

1. Crossyn may **process personal data** in order to provide certain CrossServices. The Driver's privacy and the security of his personal data is very important to us. Therefore, Crossyn handles personal data and sensitive information with due care. Personal data will only be processed in accordance with the applicable Dutch and European rules and regulations. **Processing personal data**
2. Crossyn and you agree to render each other all assistance, in order to allow the other party to fulfil its obligations under the Dutch Personal Data Protection Act ('Wet bescherming persoonsgegevens'), and insofar as it concerns Crossyn, under the Telecommunications Act ('Telecommunicatiewet').
3. Both Crossyn and you are responsible for ensuring a level of protection of personal data that suits the sensitivity of that data.
4. (Personal) data will be stored on Crossyn's highly secured Platform. Personal data shall not be kept longer than permitted and/or necessary for realising the purposes for which the data have been collected.
5. Crossyn collects, analyses and enriches vehicle data. Personal data will not be shared with third parties (including you), unless the Driver has given its express prior written consent. Without the Driver's consent for the processing of personal data, only non-identifiable data will be used for statistical purposes.
6. In the event of a purchase, merger, reorganisation, termination or similar event that concerns Crossyn, personal data can be part of the transmittable data.

ARTICLE 13 HIGH-SECURITY

1. Crossyn shall ensure a state-of-the-art security of (personal) data and therefore implements appropriate technical and organisational measures to protect personal data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access. These measures shall ensure a level of security appropriate to the risks represented by the processing and the sensitive nature of the personal data processed by Crossyn.
2. Although extensive security measures are taken, Crossyn cannot 100% guarantee the security of your personal data. Every security breach (of any kind) that relates or could relate (partly) to the processing of personal data shall be notified to the competent authority and, if required, to the data subjects. Such notification shall never be considered a wrongful act or a failure by Crossyn to comply with the Agreement.

ARTICLE 14 TERMINATION

1. *Only if:*
 - a. your bankruptcy has been requested or pronounced;
 - b. you requested suspension of payment or debt restructuring or this request is granted;
 - c. you are placed under guardianship or you lose the free control over your assets or a part thereof in any other way;
 - d. your company as a legal entity is terminated or liquidated, or in the event of your death;
 - e. you can not, not in time, or not correctly comply with any (payment) obligation to Crossyn amounting of at least EUR 5.000,00 on any grounds whatsoever; or
 - f. properties of Crossyn that you keep for Crossyn are seized;Crossyn is, without the requirement of any warning, notice of default or intervention of a judge, entitled to:
 - i.* wholly or partially terminate the Agreement;
 - ii.* suspend its obligations under the Agreement, wholly or partially;
 - iii.* claim the Device, provided on loan, back as a property of Crossyn; and/or
 - iv.* immediately claim any amount you owe Crossyn on any grounds whatsoever in one sum.

The above will not affect Crossyn's authority to claim that you will be condemned to comply with the Agreements and applies notwithstanding Crossyn's entitlement to damages.

ARTICLE 15 FINAL PROVISIONS

1. These Terms and Conditions and any other Agreements between you and Crossyn are exclusively subject to Dutch law. The applicability of the 1980 Vienna Sales Convention is excluded.
2. Any disputes between the parties that result from or are otherwise connected with these Terms and Conditions and/or any other Agreements/obligations between you and Crossyn, will be subject to the exclusive jurisdiction of the competent court in Breda, the Netherlands.
3. Any failure by Crossyn to enforce an Agreement or any provision thereof, or to exercise any right or apply any legal remedy, shall not waive Crossyn's right to do so.
4. Crossyn's administration will be deemed to be full proof of any sum due to Crossyn on any grounds whatsoever as part of an Agreement.
5. You are not entitled to transfer your rights and obligations arising from an Agreement with Crossyn to a third party.

CONTACT DETAILS CROSSYN

Crossyn Automotive B.V.

Burgemeester Brokxlaan 12

5041 SB Tilburg

E: info@crossyn.com

T: (+31) (0)85 015 0041