



TERMS AND CONDITIONS OF USE

CROSSYN AUTOMOTIVE B.V.

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1. INTRODUCTION AND DEFINITIONS

1. Crossyn operates its Platform to process the data received from the Devices installed in a Vehicle. Users can manage their Account and Third-Party Services through the Drivers Portal. Data can be managed through the Drivers Portal by sharing them (or not) in order to make use of specific Third-Party Services.
2. In these Terms and Conditions of Use, the following capitalised definitions shall have the meanings set out below:

Account	The user account created by Crossyn after the User has completed his/her registration for the Drivers Portal.
Agreement	The combination of Crossyn's Terms and Conditions of Use, Privacy Policy and all other terms and conditions of Crossyn to which the User (subsequently) agrees.
Crossyn ('we', 'us', 'our')	Crossyn Automotive B.V., a private company with limited liability (<i>'besloten vennootschap met beperkte aansprakelijkheid'</i>) under Dutch law, having its corporate seat in Tilburg, and offices at Fraterstraat 22 (5041 DL), Tilburg, the Netherlands.
Devices	The Redstone and Observer (in case the latter has been supplied).
Driver	The natural person driving a Vehicle.
Drivers Portal	A web environment managed by Crossyn, in which the User can log in with the username and password of his/her Account and in which he/she can manage (among other things) his/her privacy preferences.
Network	The infrastructure over which the mobile telecommunications of the Redstone is carried out.
Observer	A device, managed by Crossyn, on which software is installed that has been supplied or made available by Crossyn, suitable to read or request data from the Vehicle after installation, and to send these data to the Redstone.
Platform	The combination of hardware and software applications with which the data are further processed and stored after they have been received from the Redstone.
Privacy Policy	The most recent version of Crossyn's Privacy Policy, which can be found on www.crossyn.com .
Redstone	A device, managed by Crossyn and equipped with a SIM card, suitable to generate data after installation in a Vehicle, to receive it from the Observer (if installed) and to transmit it to the Platform via the Network.
Service Provider	A third party that offers a Third-Party Service.

Services	The services to be provided by Crossyn, including (but not limited to) the processing of data on the Platform and the services with which the User can select Third-Party Services via the Drivers Portal, can manage his/her privacy preferences and can share his/her data to make use of specific Third-Party Services, including all products and services, such as the Devices, the Drivers Portal, the Network and the Platform, used to provide these services.
Terms and Conditions of Use	The most recent version of these Terms and Conditions of Use.
Third-Party Service	An application or service offered by a Service Provider to a User that requires data processed on the Platform.
User ('you', 'your')	The natural person who has registered for the Drivers Portal and has entered into an Agreement with Crossyn.
Vehicle	A means of transport equipped with one or more Devices.

2. CONCLUSION AND TERMINATION OF THE AGREEMENT

1. By registering as a User for the Drivers Portal or by using (part of) the Services, you enter into an Agreement with Crossyn. The Agreement with Crossyn consists of these Terms and Conditions of Use, the Privacy Policy and all other terms and conditions of Crossyn to which you (subsequently) agree. You acknowledge that you have read and understood the Agreement, that you accept it and that you agree to be bound by it.
2. Crossyn has the right to unilaterally amend the Agreement. We will inform you of any changes of substance. In such a case, you will be informed by a clear notification on the Drivers Portal, by e-mail or by any other appropriate means. If you do not wish to continue using the Services under the new version of the Agreement, you can have your Account deleted by contacting Crossyn. Your continued use of the Services after the changes have been made will constitute your acceptance of the changes. You should therefore ensure that you read such notices carefully.
3. If you no longer wish to use the Services, you can terminate your registration by contacting Crossyn.
4. Crossyn may, without prior notice of default or notification, put (the operation of) the Devices out of use, terminate your registration, restrict (your access to) the Services to be provided in whole or in part and/or terminate the Agreement if Crossyn has reasonable reason to assume that you do not comply with your obligations under the Agreement or that you do not comply with the requirements that can be set for a reasonable use of the Services. The above is without prejudice to Crossyn's authority to claim in court that you are condemned to fulfil all obligations under the Agreements and applies without prejudice to Crossyn's claims for damages.

3. PRIVACY

1. Crosssyn collects and processes personal data in order to be able to offer you its Services. We understand that your privacy is important to you. That is why we take your privacy very seriously and handle sensitive information with care. You can read more about this in our Privacy Policy, which applies to the extent that Crosssyn qualifies as a data controller within the meaning of Article 4(7) of Regulation (EU) 2016/679 of the European Parliament and of the Council (the 'General Data Protection Regulation' or 'GDPR').
2. Crosssyn takes extensive measures to protect personal data as effectively as possible. Nevertheless, Crosssyn cannot guarantee 100% data security. A breach of the security of personal data will, in accordance with the applicable legal provisions, be reported by Crosssyn to the controller or the Personal Data Authority (in the Netherlands: the '*Autoriteit Persoonsgegevens*') and, if necessary, to the data subjects, such as you.
3. Crosssyn works together with HERE Europe B.V. (hereinafter: '**HERE**'), having its office at Kennedyplein 222-226 (5611 ZT) in Eindhoven, the Netherlands, in order to be able to provide parts of its Services to you. Your use of the Services is therefore also subject to the privacy policy (<https://legal.here.com/privacy>) and the service conditions (<https://legal.here.com/an-nl/terms>) of HERE.

4. USER AND PERSONAL CHANGES

1. You will inform passengers and other Drivers (if any) of the Agreement, the rights and obligations arising therefrom and you will notify them of the presence of the Devices. You are solely responsible for the use of the Devices, regardless of who is driving the Vehicle and regardless of your consent.
2. You shall notify Crosssyn as soon as possible of important changes, such as a) sale, theft or loss of the Vehicle in which the Devices are installed or theft or loss of the Devices themselves, b) unauthorised use of the Devices, your Account and/or the Vehicle in which the Devices are installed, or c) use of the Devices in a Vehicle other than the Vehicle specified at registration. This also applies if the Devices are temporarily placed in another Vehicle.
3. You are solely responsible for keeping your password, user name and the confidential information of your Account secret and secure. You may not share your account information with any other legal or natural person. Any request received by Crosssyn via the Drivers Portal will be deemed to have been posted by you.

5. DEVICES

1. Except for the cases in which paragraph 2 of this article applies, we advise you to have the Devices installed and uninstalled by a mechanic or workshop of your choice. However, you can also install or uninstall the Devices yourself, entirely at your own

risk. You should carefully read and follow the instructions for installing the Devices. The instructions are supplied by Crossyn or the Service Provider or can be requested by contacting Crossyn. Crossyn is under no circumstances liable for any damage caused by the fact that you (un)install the Devices yourself or because the Devices have not been installed in accordance with the supplied instructions.

2. A Service Provider may choose to install or uninstall the Devices for you, or to appoint an installer to perform the installation or uninstallation. In such cases, you are obliged to follow the instructions of the Service Provider regarding the installation or uninstallation and the use of the Devices.
3. If you sell your Vehicle, you must always terminate the connection between the Vehicle and the Device(s) by contacting Crossyn. You may remove the Device(s) (or have them removed) from your old Vehicle in accordance with the provisions of the previous paragraph of this article, and then install them (or have them installed) in your new Vehicle. Failure to do so will oblige you to inform the purchaser of the presence of the Device(s).
4. You are responsible for the correct use of the Devices and Services. It is not allowed to cause nuisance or damage in any way by incorrect, improper or excessive use of the Devices and/or the Drivers Portal, all this at the discretion of Crossyn. In particular, you will not use the Devices and/or the Drivers Portal (or have it used) in such a way that a) the purpose for which they have been provided is violated, b) damage is caused to Crossyn and/or third parties, and/or c) the integrity of the Network is endangered.
5. It is important for the proper functioning of the Devices that the Devices are not removed from the Vehicle. The operation of the Devices may be limited in part by the receiving and transmitting range of the transmitting stations managed by the relevant provider. These may be affected by atmospheric and topographical conditions, the position of the vehicle, as well as obstacles.

6. CHANGES, MAINTENANCE AND SUPPORT

1. Crossyn reserves the right to periodically, with or without prior notice, at its own discretion a) make temporary or permanent changes to (parts of) the Services or b) temporarily put (parts of) the Services out of use or limit their use, insofar as this is necessary for (preventive) maintenance, adjustments or improvements to (parts of) the Services. The foregoing does not entitle you to compensation from Crossyn. Crossyn makes every effort to limit this to a minimum. The User acknowledges that during the process of maintenance and carrying out adjustments or improvements, the Services may not work correctly.
2. Crossyn is under no obligation to maintain, support, upgrade or update the Services or specific Services, or provide specific content.

7. THIRD-PARTY SERVICES

1. The Drivers Portal also includes Third-Party Services from Service Providers to make content, products and/or services available to you. These Third-Party Services may have their own terms of use and privacy policies. Your use of these Third-Party Services is governed by and is subject to such terms of use and privacy policies. Crosssyn is not responsible for the conduct, features or content of these Third-Party Services, nor for any transaction (e.g. of data) that you may enter into with a Service Provider.

8. COMPLAINTS

1. Complaints about (a part of) the Services have no consequences for Crosssyn, if they have not been reported to Crosssyn within a reasonable period after the discovery of the defect, accurately stating the nature and scope of the complaints.
2. If Crosssyn is of the opinion that a complaint is well-founded, Crosssyn is only obliged to make a new delivery or repair as soon as possible (where possible) without you being entitled to any compensation.

9. INTELLECTUAL PROPERTY

1. All current and future copyrights, trademark rights, trade name rights, database rights, patent rights, and other intellectual and industrial property rights to, and all similar rights to protect information relating to, (parts of) the Services, the technologies, designs, inventions, software, data, content, techniques, know-how, trademarks, trade names, logos, domain names, products and any other documentation (hereinafter: the '**Intellectual Property**') are the exclusive property of Crosssyn, its licensors or its suppliers. Nothing in the Agreement may be interpreted as creating a transfer of Intellectual Property for the benefit of the User or any other third party.
2. Crosssyn grants to the User a personal, limited, non-exclusive and non-transferable right to use and access the Devices and the Drivers Portal (hereinafter: the '**Licence**') under the conditions described below: a) the Licence exclusively includes the right to use the Devices and the Drivers Portal (including instructions and documentation) for the duration of the Agreement, b) the User undertakes not to decompile, reproduce, translate, adapt, arrange or modify the Devices, the Drivers Portal or any other part of the Services, even if such acts would be necessary to use the Devices and the Drivers Portal in accordance with their purpose, c) the User undertakes not to use the Devices and the Drivers Portal with products and services other than the Services of Crosssyn, d) the User refrains from any act or omission that disturbs the functioning of the Services or provides unauthorised access to them, and e) the User refrains from any act of transfer or redistribution of the Devices and the Drivers Portal or of sublicensing

of the Devices and the Drivers Portal without the express, written and prior consent of Crossyn. The Licence may be revoked at any time at the discretion of Crossyn.

10. RIGHTS YOU GRANT US

1. Taking into account the rights granted to you under the Agreement, you grant us the right, in accordance with the Privacy Policy, to allow Service Providers to provide Third-Party Services and other information. Any part of the Drivers Portal and the content you view, including its selection and placement, may be affected by commercial considerations, including agreements with Service Providers. Some content licensed or provided to Crossyn (e.g. Third-Party Services) may include advertising as part of the content. In such cases, Crossyn will make such content available to you unaltered.
2. If you provide feedback, ideas, data or suggestions to Crossyn (hereinafter: the '**Feedback**'), you acknowledge and agree: a) Crossyn may have similar development ideas as the Feedback, b) your Feedback does not contain confidential or proprietary information of you or of third parties, c) Crossyn is not bound to any obligation to maintain the confidentiality with respect to the Feedback, d) Crossyn may freely use, distribute, exploit, further develop and modify this Feedback for all purposes, and e) you are not entitled to compensation of any kind from Crossyn.

11. WARRANTY AND INDEMNITY WITH REGARD TO THE SERVICES

1. Crossyn's obligations under the Agreement are obligations to use its best endeavours. Crossyn strives to offer the best possible services, but you understand and agree that the Services are offered 'as available' and 'as is', without any express or implied warranty. Use of the Services is only possible with suitable vehicles and in designated countries (an up-to-date list of which can be found on Crossyn's website). The availability and quality of data (and Services) depends on the Vehicle and may vary by make, model, type and year of manufacture. You use the Services at your own risk.
2. The sole purpose of (the content of) the Services is to provide you with general information, not advice on which you should rely. You should seek professional or specialist advice before taking, or not taking, any action based on the content of the Services. The Services are not designed or intended to replace advice or information provided by the manufacturer of your Vehicle or by a professional and authorised technician.
3. The quality of the Services is partly determined by the quality of the connection to the Network. As the connection may be disrupted by an external source and/or atmospheric conditions and depends on the radio coverage and data capacity of the Network, the quality, availability and/or transmission speed of the Services cannot be guaranteed always and everywhere. Partly for this reason, Crossyn will, to the

broadest extent permitted by applicable law, reject any explicit or implicit warranty, including but not limited to the satisfactory quality, accuracy, timeliness, completeness, correctness, reliability, merchantability, fitness for a particular purpose or non-infringement of the Services.

4. Crossyn does not guarantee that the Services are free of errors, malware or other harmful components, that they will function continuously or that errors in the Services will be corrected. Any malfunction in the Services will be investigated by Crossyn as soon as possible, whereby Crossyn will make every effort to solve the malfunction as soon as possible. You are responsible for the implementation of security measures to protect the security and integrity of your computer system.
5. Crossyn is not obliged to ensure the operation of the Services in case of events of force majeure or events completely independent of its will, such as strikes, bad weather conditions, wars, embargoes, failures of the electricity network or the internet, satellite failures, and a lack of compliance with their commitments by the mobile telephone operators.
6. Furthermore, Crossyn does not accept responsibility for Third-Party Services advertised or offered by Service Providers on the Drivers Portal or any linked website, or presented in any banner or other advertisement. You understand and agree that Crossyn is not responsible or liable for any transactions between you and any Service Provider, or for any products or services advertised on or through the Drivers Portal. You will follow your own judgement and exercise caution where appropriate. No advice or information, oral or written, obtained by you from Crossyn, will provide any guarantee in this respect.
7. Certain aspects of this article may not apply in certain jurisdictions if prohibited by applicable law. This article does not affect your statutory rights as a consumer.

12. LIMITED LIABILITY

1. Crossyn is only liable for damage resulting from the use of the Services insofar the Devices have been used in the correct and prescribed manner and insofar the damage is the direct result of a (coherent series of) attributable shortcoming(s) of Crossyn. The total liability of Crossyn, on whatever legal basis, is limited to compensation of damage as elaborated in this article.
2. In no event shall Crossyn be liable - whether in contract, tort (including in any event negligence), misrepresentation, breach of statutory duty or otherwise on account of the Agreement - for any loss of profit, loss of anticipated savings, revenue, goods, data or goodwill, mutilation of data, operating loss, loss due to delay, (software) damage to a Vehicle or any indirect or consequential loss of any kind.
3. Crossyn is also not liable for damages caused by a) acts or omissions by a party other than Crossyn, b) the (temporary) unavailability of certain (ICT) services related to the

Services of Crossyn, c) traffic violations committed by you or another Driver, d) installation of the Devices in any way other than in accordance with the instructions made available by Crossyn, e) installation of the Devices, at the time of purchase but also during the term of the Agreement, in a vehicle that is not identified by Crossyn as suitable, (f) installation of the Devices in a vehicle which is not in good condition, (g) modification or alteration of the Devices by the User or a third party, (h) incorrect operation of the Devices due to the proximity of equipment causing electromagnetic disturbance, or (i) misuse, neglect, normal wear or other improper application, use, installation or operation of the Devices.

4. Crossyn and you expressly agree that the operation of the Services is based on technologies developed and operated by third parties for whom Crossyn has no means of intervention at its disposal. Crossyn is therefore not liable in the event of interruptions, inaccuracies or reduced quality of the Services due to a problem with sub-contractors or suppliers, such as, but not limited to, the mobile telephone operators and the supplier supplying external data relating to the map, the weather and the speed limits.
5. Furthermore, you declare to be aware that the operation of the Services is partly based on information that Crossyn receives from third parties and other users of its Services. Consequently, Crossyn can under no circumstances be held liable if the information it receives from third parties or other users is incomplete, outdated or incorrect. In this respect you acknowledge that the content of the Services is formulated with all reservations.
6. Any damage must be reported in writing to Crossyn as soon as possible and at the latest within 12 months of its occurrence. If the damage has not been reported within that period, no compensation can take place, unless you can prove that you were not able to report the damage earlier.
7. Crossyn's liability is at all times limited per case to an amount equal to the sum of all amounts invoiced to you by Crossyn during the preceding 12 months. Insofar Crossyn cannot invoke the limitation mentioned in this paragraph, its liability is at all times limited to a maximum of the amount of the payment to be made by Crossyn's insurer per claim or to a maximum of the amount that Crossyn can be compensated from a third party.
8. In the event of damage, Crossyn may decide to have an expertise carried out by an expertise company of Crossyn's choice.
9. The limitations in this article do not apply a) if and insofar Crossyn's management has caused damage by its own acts or omissions with intent or by reckless conduct and if Crossyn's management could have known that the damage would be caused by that

conduct, or b) in case of serious physical injury or death of the User or another Driver due to an attributable shortcoming of Crossyn's management.

10. To the widest extent permitted by applicable law, you agree to indemnify and hold Crossyn and its affiliates harmless from and against all damages, losses, fines, costs and expenses (including legal fees) arising out of or related to claims by third parties through your use of the Services in violation of the Agreement or the law (in particular the General Data Protection Regulation and the Works Councils Act (*'Wet op de ondernemingsraden'*)).

13. FINAL PROVISIONS

1. The Agreement between you and Crossyn (and all non-contractual disputes or claims arising out of or in connection with it) is subject exclusively to Dutch law. However, this does not lead to the exclusion of mandatory provisions of the country or state in which you have your habitual residence.
2. If provisions or parts of the Agreement are or become illegal, invalid or unenforceable in any respect, the remaining provisions or the valid part of the invalid provision will remain in full force and effect, without any consequences for the other obligations of you and Crossyn. Furthermore, the illegal, invalid or unenforceable provision will be replaced by a provision with as much as possible the same legal and commercial intent.
3. Crossyn's failure to exercise any right or remedy does not imply a waiver of that right or remedy.

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