

GT MOTIVE | TERMS OF SERVICE

1. DEFINITIONS

“Agreement” shall mean any order, service agreement or other contract duly executed by and between You and Us different from these TOS.

“Confidential Information” shall mean any information of a confidential nature relating to business, past, present and future technical, technological and other proprietary information, as well as financial and commercial information, either modified or unmodified by You. Any tampering, modification, reformat, variation or alteration of the Confidential Information will still be qualified as Confidential Information. For the avoidance of doubt, (i) OEM data; and (ii) Vehicle Checking Data shall always qualify as Confidential Information.

“Contents” shall mean any non-PII data or information that You upload to or transmit through GT Motive Products, irrespective of the ownership of such data and information.

“GT Motive”, “We” or “Us” shall mean the Spanish company GT Motive, S.L., registered at Calle Teide 3, 28703 San Sebastián de los Reyes (Madrid, SPAIN) with TAX ID B82060120, including all and any of its subsidiaries.

“GT Motive Products” shall mean any GT Motive proprietary software solutions whereby the Services are made available to You, either through standalone applications or via webservices integrated with Your or third parties’ TP Platforms.

“Intellectual Property Rights” shall mean all the following: (a) all copyrights, including moral rights, registrations and applications for registration thereof (including all renewals and extensions thereof); (b) computer software programs, data and documentation; (c) database rights (d) patents, patent applications and all related continuations, divisional, reissue, utility model, design patents, applications and registration thereof, certificate of inventions; (e) mask works and registration thereof; (f) trade secrets and proprietary information; know-how, manufacturing and product process and techniques, designs, prototypes, enhancements, improvements, work-in progress, research and development information, (g) contents, layouts, logos and trademarks, and (h) other proprietary rights relating to the foregoing.

“Malware” shall mean any known viruses, worms, software, programs, routines, applications or other technologies that will or may disable, impair, interrupt, destroy, erase or introduce security risks in any data, software or hardware.

“OEM” shall mean Original Equipment Manufacturers, whose data is licensed to GT MOTIVE and made available via the Services for consultation purposes only. OEM data shall include without limitation technical information such as images, part descriptions, part references, labour operations, service and maintenance schedules.

“Parties” shall mean both You and Us

“Party” shall mean You or Us, indistinctively.

“Platform” shall mean any virtual environment not owned or managed by Us where the Services are delivered via integration with GT Motive Products.

“TOS” shall mean these Terms of Service and any future variations thereof, altogether with its Schedules, which are an essential part thereof.

“Services” shall mean the resources made available to You through specific GT Motive Products. The Services may include, among other services (i) estimates to assess on repair tasks of vehicles due to collision or wear and tear; (ii) communication platforms between different agents involved in the repair process; and/or (iii) analytics reports based exclusively on the Contents. The Services do not include any functionalities sourced from third parties, whether integrated in GT Motive Products or not (including but not limited to computer vision services and analytics data visualization tools).

“Vehicle Checking Data” shall mean specialist vehicle data retrieved from governmental authorities directly or through third parties, loaded into the Services.

“VIN” shall mean Vehicle Identification Number.

“You” shall mean the addressee of these TOS, an individual or a legal entity exercising rights under and complying with these TOS.

2. TERMS OF SERVICE

- a) The Services that GT Motive provides to You are subject to the following TOS (including all its Schedules) and to any Agreement executed between You and Us.
- b) In the event of any conflict, loophole or ambiguity between (i) the Agreement and these TOS, the



Agreement shall take precedence unless expressly stated otherwise; (ii) the DPA agreed between both PARTIES and the contents hereunder, the DPA shall take precedence.

- c) GT Motive reserves the right to update the TOS at any time without notice to You. The most current version of the TOS can be reviewed by clicking on the "Terms of Use" hypertext link located at the bottom of GT MOTIVE web domains.
- d) By accessing or using the Services, You accept these TOS in full as a binding contract. If you do not agree, please refrain from using the services.

3. SCOPE OF THE SERVICES

- a) Any right to access and use the Services and/or GT Motive Products is granted on a limited, revocable, non-exclusive, personal, and non-transferable basis. Such rights cannot therefore be mortgaged, secured, or otherwise encumbered.
- b) The Services are delivered through GT Motive Products as "Software as a Service". The Services are cloud-based and GT Motive will not be delivering any downloadable contents to You.
- c) The Services and GT Motive Products can only be used "as is" whether they are delivered on a standalone basis or integrated into any Platform.
- d) Except otherwise stated in the Agreement, We do not provide any support, assistance, specific service level nor to any availability of the Services, and we do not accept any liability due to lack of or poor performance of the Services.
- e) The Services can be modified (backwards compatible) at any given time to improve its characteristics and to enhance further services.
- f) The Services comprise technical publications which can only be used for consultation purposes with respect to maintenance works of specific vehicles. Therefore, You acknowledge that any data or output of the Services cannot be exported out of the specific publication where they are embedded upon their release through GT Motive Products. More specifically, You represent not being a publisher of technical information in the sense of Article 3.45 of Regulation (EU) 2018/858, and thus You will only use the Services for Your own assistance and not for reproducing.
- g) You shall not:
 - Copy, distribute, republish, revise, compile, decompile, reverse engineer, web scrape, copy or adapt the whole or any part of the Services or any other property of GT Motive and/or third parties.
 - Store any information provided through the Services out of GT Motive Products.
 - Create or attempt to create alternative databases with the information provided through the Services.
 - Conduct or request any load testing or penetration testing with respect to the Services without prior written consent of GT MOTIVE.
- h) The Services are only technically configured with respect to the territory specified in the Agreement (or in the absence thereof, in the country where Your venue is located).
- i) We shall actively monitor the Contents and the use of the Services. We shall compile statistical information deprived of any personal data related to Your use of the Services, and such information will become Our property.
- j) We will provide access credentials necessary to enable You to use the Services. Should You become aware of any unauthorized access to the Services, theft or loss of credentials, please contact GT Motive as soon as possible.
- k) We do not commit to any specific processes or step cycles, but only to deliver the Services according to the Agreement and these TOS.
- l) You are not granted with any testing period right over the Services.
- m) Specifically with respect to the Services provided through "GT Estimate":
 - Our Services are limited to publications on relevant data for vehicle repair or maintenance works; We do not provide any recommendations or instructions with respect to how to perform such works.
 - Publications shall be available for edits during the 90 days following delivery and up to 12 times. Any modification of a publication beyond any of



those limits shall be considered a new publication.

- Publications shall be stored online for a period of 36 months. Any request to access publications after such period shall be subject to different conditions.
- We do not guarantee any updated, support nor assistance with respect to data incorporated onto the publications.
- You shall only use Vehicle Checking Data provided through the Services for a 24 hours' period. After that time, you shall need to re-query Vehicle Checking Data.

4. LIMITATIONS TO INTEGRATION OF THE SERVICES

GT Motive Products cannot be integrated into any Platform whatsoever without Our prior written consent. If Your Agreement specifically provides for such rights, the following rules shall be observed:

- a) ANY END USER WHICH IS GRANTED WITH ACCESS TO THE SERVICES THROUGH THE PLATFORM MUST ACCEPT IN FULL THESE TOS BEFORE ACCESSING THE SERVICES. YOU MUST REFRAIN FROM OFFERING THE SERVICES TO ANY END USER WITHOUT PREVIOUSLY SHARING WITH US PROOF OF THEIR CONSENT TO THESE TOS.
- b) You shall embed the GT Motive Products only into the Platform specified in the Agreement, abiding to Our instructions and to any technical documentation annexed to the Agreement. You shall always comply with GT Motive's high quality-standards with respect to integration of GT Motive Products within the Platform.
- c) The integration shall be carried out in such a manner that the Services are provided and delivered distinctively and separately from other features. After the integration, GT Motive shall be conspicuously identified as provider of the Services from the end user's perspective.
- d) You shall not tamper with, modify, reformat nor vary the contents, layout or display in any way, shape or form of GT Motive Product nor the Services. Specifically but not exhaustively, You may not remove, obscure or hide any GT Motive logos or

trademarks. Moreover, in the absence of any logos placed in the data delivered by Us, You shall include the statement "Powered by "GT Motive"" whenever providing the Services through the Platform.

- e) GT MOTIVE has not considered the different regulations which may be in force in the territory where the Platform is available, and You shall be solely responsible for verifying that the contents and presentation of the Services are adequate to comply with regulations in force therein.
- f) You shall keep the Platform free from Malware.

5. INTERCONNECTIVITY AND USE OF CONTENTS

- a) You agree that, during the term of the Agreement, We shall have non-exclusive rights to connect with Your webservices to exchange the necessary information to provide the Services.
- b) We shall have the right to copy, reproduce, store, distribute, publish, export, adapt, edit and translate the Contents to the extent reasonably required for the performance of the Services.
- c) We may sub-license these rights to Our hosting, connectivity and telecommunications service providers.
- d) You warrant to Us that the Contents will not infringe any Intellectual Property Rights and will not breach any law, statute or regulation applicable in the territory where upload such Contents into GT Motive Products.
- e) You acknowledge that the Contents are uploaded into GT Motive Products as a copy of Your own data, and thus We assume no liability for any loss of data included in the Contents.
- f) We shall log any access to GT Motive Products and keep a record of service queries.
- g) We shall compile statistical information deprived of any personal data related to Your use of the Services, and such information will become Our property. Moreover, provided that Your data is made anonymous in compliance with any applicable personal data protection law requirements, We shall have free of charge, full and undisputed right, to use (including for commercial exploitation, trading with third parties and self-improving purposes) any and all anonymous Contents or other data we might



trace from Your use of the Services, either aggregated or on a stand-alone basis, to the extent they are not disclosed in any manner that could entail breach of Competition Laws.

6. SERVICE USAGE RESTRICTIONS

- a) You need to be an individual of legal age, acting for a professional purpose to access to and use the Services and GT Motive Products.
- b) Services offered for a flat fee (unlimited requests) must be used within a reasonable, fair use basis. We shall consider that usage is unreasonable, among other criteria, if it exceeds 20% of Your average usage of the Services during any analogous past period.
- c) Any Contents uploaded to GT Motive Products must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person. Accordingly, Contents must not infringe any right of confidence, privacy or data protection legislation; must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory; must not include Malware; must not be used to send spam nor to market or advertise any product; and must not be or have been the subject of any threatened or actual legal proceedings or other similar complaint.
- d) Contents must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause damage to property, or any other loss or damage. Any opinion or professional advice given through the Contents will be Your sole responsibility and GT Motive will not support or agree to such opinion or professional advice.
- e) You commit to factual accuracy of Contents, which must not be untrue, false, inaccurate, or misleading.
- f) Contents must not link to any virtual environment external to GT Motive.

7. FEES

- a) All fees due for the use of the Services and/or the integration in the Platform shall be as set forth in the Agreement. If you do not have an Agreement with

Us other than these TOS, the Platform owner may charge You for using the Services.

- b) Unless otherwise stated in the Agreement, payments due pursuant to the Agreement shall be made in clear funds on a monthly basis, within 30 days upon receiving a GT Motive invoice.
- c) All pricing are VAT exclusive unless otherwise stated. Each Party shall be solely responsible for the withholding or payment of all applicable income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable unemployment or workers' compensation regulations.
- d) All pricing is subject to annual increases pursuant to the year-on-year variation of the CPI.

8. IP RIGHTS

- a) Using the Services shall not entail the transfer of any Intellectual Property Rights. You represent that GT Motive and/or its licensors are the owners or licensees of all Intellectual Property Rights with respect to all the Services and information provided through the GT Motive Products, which remain with GT Motive or their respective owners.
- b) You shall not tamper with, alter, remove, cover or hide any copyright notices or other Intellectual Property Rights notices placed in or on the Services and/or third parties' data.
- c) You shall take all reasonable steps necessary to prevent third parties from infringing GT Motive's or third party's Intellectual Property Rights in GT Motive Products. If You become aware that GT Motive or any third party infringes any Intellectual Property Right with respect to GT Motive Products or Services, You shall promptly notify Us in writing thereof and shall take such further steps as may reasonably be requested by GT Motive to prevent or remedy such infringement.
- d) You acknowledge and accept the covenants and copyright notices set out under Schedule A hereof.

9. TERM

- a) These TOS shall apply as long as you access to and/or use the Services according to the Agreement. Unless otherwise stated in the Agreement, it shall be



renewed for successive periods of one year each, unless cancellation made by one of the Parties 3 months before expiration.

- b) We may unilaterally terminate the Agreement in the following events:
- You are in material breach of the Agreement or of these TOS, which breach is irremediable (or, if remediable, is not remedied within thirty days of being requested to do so);
 - You cease to do business, become unable to pay Your debts as they fall due or suffer any action in consequence of debt or an order or resolution is made for Your dissolution or liquidation;
 - You undergo any change of control as a result of the acquisition of any capital shares or voting rights by a single or several shareholders; or
 - As otherwise set out in the Agreement.
- c) Termination of the Agreement shall be without prejudice to the rights of the parties accrued at the date of termination.
- d) Upon termination of the Agreement, each Party shall forthwith destroy or, at the request of the other Party, return all information and materials belonging to the other Party in their or their contractors' possession, custody or control, including, but not limited to, all Confidential Information of the other Party.

10. LIABILITY DISCLAIMERS

- a) THE SERVICES AND GT MOTIVE PRODUCTS ARE PROVIDED "AS IS," AND WE MAKE NO WARRANTIES WHATSOEVER WITH RESPECT TO THEIR USEFULNESS, FUNCTIONALITY OR OPERABILITY. TO THE MAXIMUM EXTEND PERMITTED BY LAW, WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED REGARDING THE SERVICES AND GT MOTIVE PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.
- b) EXCEPT IN THE CASE OF DAMAGES RELATING TO GROSS NEGLIGENCE OR WILFUL MISCONDUCT, WE DECLINE ALL LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES OR OTHER SIMILAR OR LIKE DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS

OF PROFITS OR GOODWILL, LOSS OF USE OR DESTRUCTION OF DATA AND ANY CLAIMS AGAINST YOU BY THIRD PARTIES) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- c) The Services provided through GT Motive Products are totally or partially based on averages of technical information. The actual maintenance costs, times and other information provided in the Services may differ significantly due to the fluctuation of risks and factors in each specific situation. Thus, You will adopt business decisions at Your own risk in reliance on the Services, and We will not be held liable in the event of inaccurate results.
- d) You represent being aware of all the relevant data sources which We use to provide the Services and that We cannot be held liable in the event of errors or inaccuracy of the data sourced from third parties.
- e) We decline all liability should any OEM cease to provide OEM data to Us in spite of Article 61 of Regulation (EU) 2018/858. Therefore, should the Services be compromised in any way with respect to one or several specific OEMs, the Services shall thereafter exclude such specific OEMs and the remainder of the Services shall remain unaffected.
- f) We will not liable for any breach of obligations, including those set forth under the Agreement, in the event of:
- a fault or failure of the internet or any public telecommunications network;
 - a fault or failure of Your computer systems or networks (or the Platform system or networks, as the case may be);
 - scheduled maintenance carried out in accordance with this Agreement or by event of force majeure.
- g) We may discontinue or avoid access to the Services for technical, security, control or maintenance reasons, or in case of breach of any of Your obligations set forth in these TOS or in the Agreement.
- h) We do not assume any liability nor grant any representation, warranty or support commitment whatsoever as regards any third parties' services, including without limitation data sources from third



parties, computer vision services or any other functionalities added on GT Motive Products.

- i) All liability exclusions hereunder shall also apply to Our employees, directors, officers, principals, partners and shareholders.
- j) You shall defend, indemnify and hold Us harmless against any and all claims of every kind arising from or in connection with: (i) Your breach of any obligation as set forth in these TOS or in the Agreement; (ii) damages caused by Your gross negligence or wilful misconduct; and (iii) any claim brought by any third party in connection with the foregoing.
- k) The total contractual and non-contractual aggregate liability assumed by the GT MOTIVE Group vis-à-vis You or third parties shall in no event exceed ten million euros.

11. PERSONAL DATA PROTECTION

- a) GT Motive shall process the personal data that You (as a Controller or Processor) share with Us (as a Processor or Sub-Processor respectively) for the provision of the Services and according to the [Data Protection Agreement](#).
- b) GT Motive shall process, as a data controller, the personal data that You share with Us for contract signing. The data may be communicated to third parties only and exclusively for the purposes for which they were collected. You may exercise your rights or lodge any question regarding the processing of your personal data by sending an email to dpo@gtmotive.com."

12. CONFIDENTIALITY

- a) You and Us mutually represent each other that access or use, in whole or in part, to any Confidential Information is prohibited unless strictly needed for the performance of the Services. As regards Our Confidential Information:
 - You shall not share Confidential Information with third parties, including but not limited to Your subsidiaries, affiliates and shareholders; and
 - You shall restrict access to the Confidential information only to those employees responsible for performing under the Agreement, and subject to compliance with this Clause.

- b) You shall not apply for any patent, or registration of any trademark or design or any other intellectual property right in respect of the Confidential Information.
- c) The obligation to keep information confidential shall survive the termination of these TOS for five years.

13. ANTI-CORRUPTION

- a) The Parties shall not commit, authorize or permit any action in connection with the negotiation, conclusion or the performance of the Services which would cause the Parties and/or the Parties' affiliates to be in violation of any applicable anti-corruption or anti-bribery laws or regulations. This obligation applies in particular to illegitimate payments including facilitation payments to government officials, representatives of public authorities or their associates, relatives or close friends. Each Party agrees that it will not either offer, or give, or agree to give, to any employee, representative or third party acting on behalf of the other Party or accept, or agree to accept from any employee, representative or third party acting on behalf of the other Party, any undue gift or benefit, be it monetary or other, with regard to the negotiation, conclusion or the performance of the Services. Each Party shall promptly notify the other Party, if it becomes aware of or has specific suspicion of any corruption with regard to the negotiation, conclusion or the performance of the Services.
- b) In case any undue gifts or benefits with regard to the negotiation, conclusion or the performance of the Services are made by You in violation of this Clause, or if We have reasonable cause to believe that such payments or gifts have been or are being made, We may cut access to the Services and/or terminate the Agreement with immediate effect.
- c) th Parties shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010. Neither Party shall engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.

14. SANCTION EXCLUSION

You shall promptly notify Us should the provision of the Services hereunder expose Us to any sanction,



prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

15. NO PARTNERSHIP

- a) We are an independent contractor without any proprietary interest in You or Your business, except to the extent set forth in the Agreement.
- b) We have sole authority and responsibility to hire, dismiss and otherwise control our employees or other members of staff.
- c) Nothing in the Agreement nor in these TOS is intended to or shall operate to create a partnership

between You and Us, or authorise either party to act as agent for the other. Neither You nor Us shall have the authority to act in the name or on behalf of or otherwise to bind the other party in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

16. GOVERNING LAW. JURISDICTION

These TOS are governed by the laws of England and the application of the CISG is excluded. Any suit, action or proceedings seeking to enforce any provision of this TOS shall be brought to Courts of London (England).



SCHEDULE A – Copyright Notices

OEM data remains the property of the relevant OEMs and is only made available for consultation. Any other use is strictly prohibited. OEM data is reproduced and edited by GT MOTIVE under licenses granted by OEMs, including (but not limited to) the following:

FCA – “This publication includes documents with information Granted by FCA IT (Copyright FCA IT), as well as documents with Data provided by FCA IT and re-edited and re-published by GT MOTIVE (Copyright GT MOTIVE).”

FORD – “This publication contains material that is reproduced and distributed under a license from Ford-Werke GmbH. No further reproduction or distribution of the Ford-Werke GmbH material is allowed without the express written permission of Ford-Werke GmbH.”

HONDA – “© Honda Motor Co., Ltd. - Made available under Licence from Honda Motor Europe Limited.”

SEAT – “Authorized by SEAT, S.A. / Autorizado por SEAT, S.A.”

VOLVO – “All content included on this site, such as text, graphics, logos, icons, images, audio clips, digital downloads, data compilations and software is the property of GT MOTIVE or its content suppliers. Any other use in electronic or print publications is not allowed without prior express written permission of GT MOTIVE or its content suppliers, as applicable. All other trademarks not owned by GT MOTIVE that appear on this site are the property of their respective owners. GT MOTIVE has obtained the required permission to display this information. Among others, data contents are in particular licensed by Volvo Car Corporation. The recommended times for the repairs described in this publication with respect to Volvo Cars branded products are not based solely upon time studies conducted by Volvo Cars Car Corporation. The repair times it recommends to its franchised dealers for warranty repairs are based on time studies of the diagnostic and repair procedures it conducts and publishes in Volvo Cars service manuals. Accordingly, the recommended repair times specified in this publication are designed for aftermarket repairs only.”

OPEL – “OPEL owns all right, title and interest in TIS2WEB/EPC information for current OPEL and Vauxhall vehicles including all copyright, trade secret and other proprietary rights.”

MAZDA – “This publication contains material that is reproduced and distributed under a license from Mazda Motor Corporation. No further reproduction or distribution of the Mazda Motor Corporation material is allowed without the express written permission of Mazda Motor Corporation”

JAGUAR / LR – “This product contains material that is reproduced and distributed under a licence from Jaguar Land Rover Limited. No further reproduction or distribution of the Jaguar Land Rover material is permitted without the express written permission of Jaguar Land Rover Limited. The recommended times for the repairs described in this publication with respect to Jaguar branded products are not based solely upon time studies conducted by Jaguar Land Rover Limited. The repair times which Jaguar Land Rover Limited recommends to its franchised dealers for warranty repairs are based on time studies of the diagnostic and repair procedures it conducts and publishes in Jaguar Land Rover service manuals. Accordingly, the recommended repair times specified in this publication are designed for aftermarket repairs only.”

RENAULT

VOLKSWAGEN

PEUGEOT

CITROËN

MERCEDES BENZ

BMW

NISSAN

MINI

SUZUKI

SMART

PORSCHE