

Coyote Service General Terms and Conditions of Use

Version dated 15/06/2021

These General Terms and Conditions of Use (hereinafter referred to as "GCU") govern the terms of use of the Coyote the mobile app (hereinafter referred to as "COYOTE App") owned and managed by COYOTE SYSTEM, a simplified joint-stock company with capital of EUR 3,412,340.40 identified under number 518 905 476 in the Nanterre Commercial Register with its registered office at 25, quai Gallieni, Suresnes (92150), which is represented by its Chairman and domiciled in this capacity at the aforementioned registered office (hereinafter referred to as "COYOTE SYSTEM").

COYOTE SYSTEM reserves the right to change these GCU at any time. These changes are enforceable as soon as they are published online and do not apply to agreements entered into earlier. The latest version of the GCU is available on the COYOTE App and the website <https://www.moncoyote.com/> (hereinafter referred to as the "COYOTE Website").

These GCU are governed by French law.

INTRODUCTION

The COYOTE Service (hereinafter referred to as the "COYOTE Service") can be accessed from the COYOTE App (hereinafter referred to as the "App"), a driver assistance mobile app which Users may download directly from Google Play and the Apple Store (not valid on Windows Phone) and is available on the COYOTE driver assistance Terminals (hereinafter referred to as the "Terminals").

The GCU are made available to Users (hereinafter referred to as "User(s)") on the COYOTE App and the COYOTE Website (hereinafter referred to as the "Website"), where they may be viewed freely.

"User" means any natural person or legal entity that uses the COYOTE Service.

All Users must read these GCU carefully before using the Service. Use of the Service constitutes unconditional acceptance of these GCU.

The fact that COYOTE SYSTEM does not avail itself at any given moment of any of the provisions of the GCU may not be construed as a waiver of the right to avail itself of such provisions at a later date.

1. COYOTE Service

COYOTE SYSTEM develops and markets a subscription-based driver assistance service that may be accessed, in particular, through on-board mobile, connected and geolocation-based COYOTE Terminals and the App. The Service communicates real-time road traffic information to its User (a COYOTE Service subscriber), such as the speed limits in force, hazardous sections of road (including road traffic conditions and accident blackspots), hazards and navigation.

Any subscription to the COYOTE Service and any use of the COYOTE App or a COYOTE Terminal implies and entails full and complete acceptance of the COYOTE General Terms and Conditions of Sale.

The User may subscribe to the Service on the COYOTE App downloaded from the mobile internet sales platforms Google Play or the Apple Store, or from the COYOTE Website.

The terms of subscription and the features of the Service are set out in the COYOTE General Terms and Conditions of Sale.

When the User subscribes to the Service from a mobile internet sales platform, the conditions set out by this platform apply.

The COYOTE Service subscription plans are available and may be viewed on the COYOTE App and on the COYOTE Website.

If the User does not subscribe to the COYOTE Service, Terminals with a navigation system may be operated, but the User will only be able to access the navigation and current vehicle speed features. Devices without the navigation option, and the COYOTE App cannot be used.

2. COYOTE Service registration and login

2.1. General Information

Use of the COYOTE Service requires prior registration and the creation of a COYOTE user account.

The User guarantees the accuracy of the details communicated to COYOTE SYSTEM for the creation of their user account.

The User may create their user account on the COYOTE App by entering their e-mail address, telephone number and country of residence, or on the COYOTE Website by entering their full name, date of birth, telephone number and e-mail address.

Users will also need to create a password when they register.

COYOTE SYSTEM will inform the User by e-mail of the activation of their COYOTE user account and their login details (e-mail address or user name and password).

Once their COYOTE user account has been created, the User must enter their login details in order to log in to their account on the COYOTE App or the Terminal.

The User undertakes to keep their login details private and confidential.

COYOTE SYSTEM will not be held liable for the loss of a User's login details. The User is solely responsible for the use (fraudulent or otherwise) by third parties of their login details. The User therefore accepts and acknowledges that they are responsible for maintaining the confidentiality of the login details linked to their user account.

2.2. Specific information for use of the Coyote App

Subscription to the App may begin with a free period (hereinafter referred to as the "free period") which is designed to allow new members to try the COYOTE App. Users may only benefit from one free period.

2.2.1. Apps using the Android operating system supporting Google Mobile Services

For Apps using the Android operating system with Google Mobile Services, Users who subscribe via Google Play must enter a valid payment method (the "Payment Method") which they can update directly from their Google Play account.

Entering a Payment Method authorises the collection of payments from the User's account via this Payment Method for the purposes of paying their COYOTE App subscription charges.

Subscriptions are automatically renewed, either on a monthly or annual basis. The first bill will be issued automatically at the end of the free period, unless cancelled by the User in accordance with the conditions contained in Article 3. The subscription may be cancelled up to 24 hours before the end of the free period. The User can cancel their subscription from their Google Play account. The cancellation will take effect at the end of the 30-day free period.

2.2.2. Apps using the iOS operating system

For Apps using the iOS operating system, Users who subscribe via the Apple Store must enter a valid Payment Method (the "Payment Method") which they can update directly from their iTunes account.

Entering a Payment Method authorises the collection of payments from the User's account via this Payment Method for the purposes of paying their COYOTE App subscription charges.

Subscriptions are automatically renewed, either on a monthly or annual basis. The first bill will be issued automatically at the end of the free period, unless cancelled by the User in accordance with the conditions contained in Article 3. The subscription may be cancelled up to 24 hours before the end of the free period. The User can cancel their subscription from their iTunes account. The cancellation will take effect at the end of the 30-day free period.

3. Use of the COYOTE Service

3.1. Use of the App

In order to benefit from the COYOTE App services, the User must download the App from Google Play or the the Apple Store, using either the iOS 11 or Android 5.0 operating system or a later version.

The COYOTE App cannot work without accessing the User's geolocation information. The User has the right to object to this geolocation at any time but expressly acknowledges and accepts that such an objection will mean it is no longer possible to use the App.

Use of the App also requires mobile network coverage in the area where the App is used.

Users may incur communication charges when using the App, especially if they exceed their data allowance or if they use the App abroad. These communication charges shall be borne exclusively by the User, who expressly accepts them.

Similarly, the cost of the devices required to access the App shall be borne exclusively by the User.

The App may be used on a mobile telephone or the remote display of a vehicle. If the COYOTE App is used via the remote display of a vehicle, the User must purchase one of the subscription plans providing a higher level of service, available only on smartphones using the iOS and Android operating systems.

In order to access the COYOTE App, the User logs in to the App using their login details (e-mail address or user name and password).

A free period may be offered to Users whose Payment Method has been validated by the platform providing access to their App (Google Play Store or Apple Store).

The free period begins once the User's Payment Method is validated. Pre-authorisation for payment of the monthly subscription amount will be obtained for the Payment Method entered; however, the monthly subscription will only be billed at the end of the free period, except if the User cancels the subscription, no later than 24 hours before the end of the free period for the App when the Android operating system is used with Google Mobile Services, and no later than 24 hours before the end of the free period for the App when the iOS operating system is used.

If the User does not enter their Payment Method, they will benefit from a trial period that will be shorter than the free period. Should the User enter their Payment Method during this seven-day trial period, any days remaining in this period will be lost and the User will begin their free 30-day period. If at the end of this period no payment method has been entered, a subscription must be purchased in order to benefit from the Service.

If the User does not subscribe to the COYOTE Service, they will only benefit from the navigation and current vehicle speed features on the Terminals with a navigation system.

3.2. Use of COYOTE Terminals

In order to enjoy use of the COYOTE Service on their Terminal, the User must first take out a subscription to the Service on our Website.

The Service cannot work without accessing the User's geolocation information. The User has the right to object to this geolocation at any time, but expressly acknowledges and accepts that such an objection will mean it is no longer possible to use the Service.

If the User does not subscribe to the COYOTE Service, they will not be able to use this Service on their Terminal.

4. Service updates

The User declares that they are aware that GSM data networks (2G, 3G, 4G, etc.) of mobile telephone operators are continuously under development, that there are also zones in which GPS satellite signals cannot be detected (tunnels, canyon effects in cities and mountain areas), and that it is therefore possible that certain areas of the country may not be covered by these networks and access to the COYOTE Service will be disrupted as a result.

COYOTE SYSTEM may carry out remote updates to the COYOTE Service.

In a general manner, COYOTE SYSTEM reserves the option to develop the COYOTE App, the Terminals, COYOTE Service and the communication technology used for the COYOTE Service at its sole discretion and expense.

5. Liability

Driver assistance systems are prohibited in certain countries. The User must comply with the legislation in force with regard to this matter and bears sole liability for using the App as the law prescribes.

Using the COYOTE Service does not under any circumstances exonerate the User from the scrupulous observation of road traffic laws.

The User accepts that the Service is not a substitute for the observation of road traffic regulations and that COYOTE SYSTEM will not be held responsible for any violations committed by the User.

Similarly, COYOTE SYSTEM will not be held liable under any circumstances for remedying any indirect damage sustained by the User during their use of the COYOTE Service, including operating losses and commercial damage and, more broadly, any harm that does not arise exclusively and directly from a failure of COYOTE SYSTEM.

COYOTE SYSTEM undertakes to do its utmost to ensure the proper functioning of the Service. COYOTE SYSTEM cannot be held liable under any circumstances in the event of problems arising from the use or malfunction of the Service.

It is expressly agreed that the functioning of the App and the Service is in particular based on technologies developed and operated by third parties, and that COYOTE SYSTEM has no means of intervening in their operations.

COYOTE SYSTEM may therefore not be held liable in the event of the failure of the GSM or GPS networks, or in the event of force majeure understood in particular to mean strikes, extreme weather, wars, embargoes, failures of the electricity network, the internet, satellites or a failure by mobile telephone operators to fulfil their obligations.

Furthermore, the User declares they are aware that the functioning of the COYOTE Service relies in part on information provided to COYOTE SYSTEM by Users and by contracting third parties, especially with regard to information on speed limits, navigation, road traffic conditions and other reminders of road traffic regulations. As a result, COYOTE SYSTEM will not be held liable under any circumstances if the information provided by Users or third parties is incomplete, out of date or incorrect.

When using the Service, the User accepts all risks and aspects of using mobile devices, in particular potential transmission delays, technical malfunctions and risks of piracy.

The User will need to have the skills, equipment and software required to use the internet.

6. Data protection and liberties

COYOTE SYSTEM undertakes to protect the Customer's personal data.

In accordance with the provisions of Law No. 78-17 of 6 January 1978 (as amended) known as "Data Protection and Liberties" and Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (known as the "GDPR"), and subject to the requirement to prove their identity, the Customer has a right to access their data and may request that the personal data relating to them be rectified, completed, updated, blocked or deleted if this

data is inaccurate, incomplete, ambiguous or out of date, or if the collection, use, disclosure or storage of this data is prohibited.

The Customer also has the right to object, for legitimate reasons, to the processing of their personal data. Such an objection will, however, mean it is no longer possible to execute the Agreement. In this case, the monthly charges will remain payable by the Customer, who will no longer be able to use the COYOTE Service.

To allow the COYOTE Service to be supplied and to enable performance of the commercial relationship between the customer and COYOTE SYSTEM, COYOTE SYSTEM processes personally identifiable information (name, address and marital status).

Banking data is held during the cooling-off period for the purposes of issuing a refund if the right of withdrawal is exercised, then for the collection of direct debits each month and for a period of three months after expiry of the subscription to the COYOTE Service for the purposes of recovery. The Customer may agree to allow this data to be retained by COYOTE SYSTEM until expiry for the purposes of renewal. Banking data is stored securely by a third-party service provider.

Coyote reserves the right to share its customers' details with partners for non-commercial purposes in order to manage the customer relationship and the after-sales service, and to seek their views on its products and services. Customers may provide reviews via the private organisation "Verified Reviews". These reviews may be displayed publicly. To that end, and in order to preserve the customer's anonymity, only the first name and first letter of the surname will be used. All terms and conditions can be viewed at the following link: https://www.verified-reviews.co.uk/index.php?page=mod_conditions_utilisation. COYOTE SYSTEM never shares its customer database of personally identifiable information for commercial purposes.

Customers are informed that, for the purposes of the COYOTE Service, COYOTE SYSTEM collects and processes the geolocation data of the Customer's vehicle (latitude, longitude, speed, direction, COYOTE Terminal identifier) , as well as the type of COYOTE Terminal or Application used, the type of vehicle set up by the User, the User's country of registration, journey data, speed data within the authorised speed limits, routes, data relating to alerts received, declared and confirmed. The COYOTE Data is kept, unless modified by the User, for a period of one (1) month (until the last day of the current month) from the date of subscription to the Service. Earlier geolocation data is integrated by COYOTE SYSTEM into a database operated by COYOTE SYSTEM. This data is integrated into the database in a manner which deletes or anonymises all information related to a natural person who could be directly identified.

Customers are informed that COYOTE SYSTEM may disclose personal data to law enforcement authorities if ordered to do so by a court of law.

Downloading and operating the COYOTE App require access to and transmission of certain information such as details of your SIM card (presence and card number) and IMSI. The Application also allows you to use voice recognition, and to access your contacts directly in this manner in order to calculate a route to your contact. This voice and contact information is not stored.

Android may also request access to Coyote Overlay (optional).

For more information, Customers may refer to [COYOTE SYSTEM's Personal Data Protection Policy](#). Customers may also exercise their rights by sending a letter together with proof of identity to the following address: COYOTE SYSTEM - Informatique et Libertés - 25, quai Gallieni - 92150 SURESNES or by sending a request to gdp@moncoyote.com.

7. Intellectual property

COYOTE SYSTEM is the exclusive holder of the intellectual property rights to the COYOTE App, COYOTE Terminals and the COYOTE Service. COYOTE SYSTEM is also the sole owner of the COYOTE Data which are automatically generated by the COYOTE App or generated manually by the User. "COYOTE SYSTEM" and "COYOTE" are registered trademarks of COYOTE SYSTEM.

The COYOTE App and Terminals with a navigation system use the maps and navigation engine provided by HERE. HERE is the exclusive holder of the intellectual property rights to this data.

No provision of these GCU can be interpreted as effecting any kind of transfer of intellectual property rights to these symbols or information to the User.

8. Applicable law and competent jurisdiction

These GCU are governed and interpreted by French law. The law of interpretation is in French in the event of a dispute concerning the meaning of a term or a provision of these GCU.

Any dispute relating to the use of the COYOTE Service will be subject to the exclusive jurisdiction of the French courts, and more specifically the competent court in Paris, with the exception of disputes related to private individuals, for whom the legal regulations on the attribution of jurisdiction apply.

APPENDIX 1

END USER LICENCE AGREEMENT

END USER LICENCE AGREEMENT

This end user licence agreement (hereinafter referred to as "EULA") is proposed by COYOTE SYSTEM, a simplified joint-stock company with capital of EUR 3,412,340.40 identified under number 518 905 476 in the Nanterre Commercial Register, whose registered office is at 25, quai Gallieni, Suresnes (92150) and is represented by its Chairman and domiciled in this capacity at this registered office (hereinafter referred to as "COYOTE SYSTEM").

COYOTE SYSTEM reserves the right to change this EULA at any time without prior notice. These changes are enforceable as soon as they are published online and do not apply to agreements entered into earlier. The most recent version of the EULA is available on the COYOTE Website at the following address: <http://www.moncoyote.com>.

INTRODUCTION

COYOTE SYSTEM develops and markets the on-board COYOTE GPS Terminal, which communicates real-time traffic information to its user (a COYOTE Service subscriber) such as the speed limits in force, hazardous sections of road (in particular, road traffic conditions, sections of road with a high volume of traffic, accident blackspots and speed check areas) or specific hazards (in particular, traffic obstacles, hazardous routes, temporary hazards).

The COYOTE Terminal operates essentially through software developed by COYOTE SYSTEM which is its sole owner (hereinafter referred to as the "Software"), which involves the processing of certain data relating to the position of your vehicle (latitude, longitude, speed and direction), the presence of hazardous sections of road as recorded by COYOTE SYSTEM or reported by the user community as a whole, as well as specific danger points (hereinafter referred to as the "COYOTE Data").

Activation of the COYOTE Terminal implies full and complete acceptance of this EULA. This EULA is the only applicable agreement and replaces any other conditions, unless a prior written exemption is expressly granted by COYOTE SYSTEM.

ARTICLE 1 - RIGHTS GRANTED

1.1 Through this EULA, COYOTE SYSTEM grants the Customer (hereinafter referred to as the "End User") the limited, non-transferable and non-exclusive right to personal use of the Software (hereinafter referred to as the "Licence") according to the terms and conditions set out hereinafter, which the Customer accepts.

1.2 The Licence contains the right to use the Software (including its documentation) for the duration of the Agreement alone.

1.3 The Licence does not comprise any transfer of ownership of the Software or any of its elements (including the documentation) to the End User.

1.4 The End User undertakes to refrain from decompiling, reproducing, translating, adapting, arranging or modifying the Software or the associated documentation, even if such acts are necessary to enable the Software to be used for its intended purpose.

1.5 The End User may only make one back-up copy of the Software as may be necessary for the operation of said Software, for security purposes.

The End User is prohibited from transferring, lending and, more broadly, disclosing to any third party the back-up copy they may have made.

The End User is required to reproduce all of the copyright and proprietary notices appearing on the Software on the back-up copy.

1.6 The End User is prohibited from using the Software with any product other than the COYOTE Terminal.

1.7 The End User is prohibited from engaging in any transfer or redistribution of the Software or sub-licence without the express, written and prior consent of COYOTE SYSTEM.

COYOTE SYSTEM reserves the right to transfer the EULA to a third party.

ARTICLE 2 - INTELLECTUAL PROPERTY

2.1 COYOTE SYSTEM declares that it holds all intellectual property rights to the Software and its documentation. COYOTE SYSTEM either owns the COYOTE Data, or holds a licence to use it by reaching licensing agreements with third parties.

The End User permanently waives the right to dispute, either directly or indirectly, the validity of any such intellectual property rights, or COYOTE SYSTEM's ownership of such rights.

2.2 The Software and its documentation are protected by copyright, proprietary rights and by the international treaties in force.

2.3 Any act by the End User that is unauthorised by the Licence would therefore constitute an infringement which may result in legal proceedings.

ARTICLE 3 - UPDATES

3.1 From time to time, COYOTE SYSTEM may update the Software remotely in order to improve its performance and correct any errors detected during the performance of the Agreement, and/or to maintain the Software's compliance with the regulations and/or wishes of government authorities.

3.2 The Customer undertakes to enable the automatic update of the Software and not to interrupt the downloading and installation of data sent remotely by COYOTE SYSTEM.

3.3 The Customer accepts that the Software and the COYOTE Terminal may not function correctly during updates.

ARTICLE 4 - GUARANTEE

1. The provisions of the Licence are without prejudice to the guarantees granted by the law and regulations in force.

2. COYOTE SYSTEM guarantees the End User that the Software or the third-party software will largely function in accordance with the specifications, subject to proper installation of the Software updates in accordance with Article 3 above.

3. COYOTE SYSTEM does not guarantee that the functioning of the Software or the third-party software will be uninterrupted and error-free, or that any Software defects will be corrected.

4. COYOTE SYSTEM cannot guarantee the End User that the Software or the third-party software is suited to their personal needs or fit for a specific purpose.

5. COYOTE SYSTEM cannot be held liable for the loss of information or data, or for any other direct or indirect damage arising from use of the COYOTE Terminal and/or the Software and/or the third-party software.

ARTICLE 5 - TECHNICAL SUPPORT

5.1 The Licence includes the right for the End User to obtain free technical support relating to use of the COYOTE Terminal and/or the Software by telephone (excluding call charges).

5.2 The procedures for contacting the technical support department are set out in the COYOTE SYSTEM General Terms and Conditions of Sale.

ARTICLE 6 - PERSONAL DATA

6.1 COYOTE SYSTEM undertakes to protect the User's personal data.

Users are informed that, to ensure the correct operation of the Software, COYOTE SYSTEM collects and processes the User's geolocation data (latitude, longitude, speed, direction, COYOTE Terminal identifier), as well as the type of COYOTE Terminal or Application used, the type of vehicle set up by the User, the User's country of registration, journey data, speed data within the authorised speed limits, routes, data relating to alerts received, declared and confirmed. The COYOTE Data is kept, unless modified by the User, for a period of one (1) month (until the last day of the current month) from the date of subscription to the Service. Earlier geolocation data is integrated by COYOTE SYSTEM into a database operated by COYOTE SYSTEM. This data is integrated into the database in a manner which deletes or anonymises all information related to a natural person who could be directly identified. Customers are informed that COYOTE SYSTEM may disclose personal data to law enforcement authorities if ordered to do so by a court of law.

6.2 In accordance with the provisions of Law No. 78-17 of 6 January 1978 (known as "Data Protection and Liberties") and Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and the free movement of such data (known as "GDPR"), and subject to the requirement to prove their identity, the Customer has a right to access their data and may request that the personal data relating to them be rectified, completed, updated, blocked or deleted if this data is inaccurate, incomplete, ambiguous or out of date, or if the collection, use, disclosure or storage of this data is prohibited. The User may exercise these rights by sending a letter together with proof of identity to the following address: COYOTE SYSTEM - Informatique et Libertés - 25, quai Gallieni - 92150 SURESNES or by sending a request to gdpr@moncoyote.com.

6.3 The User also has the right to object, for legitimate reasons, to the processing of their personal data. Exercise by the End User of their right to object to the collection of their data during use of the Software constitutes an impediment to the EULA and to the execution of the Agreement. Users who make such a request therefore undertake to no longer use the COYOTE service.

ARTICLE 7 - CANCELLATION

7.1 The Licence shall be automatically cancelled and without consideration for the End User if they infringe the obligations set out in the Licence.

7.2 Exercise by the End User of their right to have their personal data deleted will result in the immediate cancellation of the Licence, without consideration for the End User.

7.3 Cancellation of the Licence implies an obligation on the part of the End User to cease using the Software with immediate effect.

ARTICLE 8 - MISCELLANEOUS

The above introduction forms an integral part of this EULA.

SPECIFIC NAVIGATION SOFTWARE LICENCE CONDITIONS FOR COYOTE TERMINALS OFFERING THIS SERVICE

COYOTE SYSTEM is contractually bound to include the General Terms and Conditions of Sale hereinafter, which apply subject to the rules of local consumer law.

Any legal remedy in this regard must be brought against the author of these General Terms and Conditions of Sale.

ALK/End User Licence Agreement

Use of the CoPilot Software (hereinafter referred to as the "Software") from ALK Technologies, Inc. (hereinafter referred to as "ALK") contained herein is subject to your acceptance of the following End User Licence Agreement (hereinafter referred to as the "EULA"). You are only authorised to use the Software after accepting the EULA. You can accept the EULA by: i) clicking on the option indicating that you accept or agree to the conditions of the EULA, where this option is made available to you in the ALK Software interface, or ii) installing and using the Software. In so doing, you indicate that you understand and accept that ALK will consider your use of the Software as acceptance of the EULA, as of the date of first use. You are not authorised to use the Software or accept the EULA if: i) you are a minor and are therefore not entitled to enter into a binding contract with ALK, or ii) you are prohibited from owning the Software under the laws of the United States or any other country, including your country of residence or the country from which you are accessing the Software.

By accepting the terms of the EULA, you acknowledge the following provisions: i) ALK bears no responsibility for any third-party content; ii) the Software may collect and use data in relation to which ALK is bound to comply with data privacy regulations; iii) for some features of the Software, your mobile device will need to be connected to a wireless internet network so that data may be transferred (your mobile phone operator may charge you for using this network, for which ALK is not responsible); iv) ALK uses various third-party sources of mapping data

(hereinafter referred to as "Mapping Data") (in order to determine the Mapping Data EULA that applies to your Product, please visit the "About" page of your Software); v) your use of real-time road traffic guidance is at your own risk; and vi) location data may not be accurate.

Insofar as possible, ALK will provide you with a translation of the EULA for information purposes only. You agree that these translations are provided for reference purposes only. You also agree that the English version of the Agreement shall prevail and be enforceable in law in the event of a dispute. By virtue of the reference made to them in this document, ALK's general terms and conditions displayed on its website and any of ALK's associated pages form an integral part of this EULA and are therefore binding. We regularly update the EULA and our website, and encourage you to visit those pages.

END USER LICENCE AGREEMENT (EULA) FOR THE COPILOT® SOFTWARE

Please read the following agreement (hereinafter referred to as the "Licence") carefully.

Acceptance: Installation or use of the enclosed Software on your device constitutes your acceptance of these terms and conditions. If you do not agree to these terms and conditions, you must immediately delete the Software from your device and destroy any copies of it you have made, as well as any written documents relating to the Software. You must also promptly return the Software and, if purchased as part of a package, any associated devices to your retailer for a refund.

Licence: ALK grants you, as a natural person, a non-exclusive, non-transferable licence and right to install and use one copy of the Software on a single device at a time. If your Software includes CoPilot Central™, you may install CoPilot Central™ on a different device from the one operating the CoPilot navigation system. The licence to use the Software is granted to you subject to your compliance with the conditions of this Licence. A licence is required for each installation of the Software. You may make one copy of the Software, for back-up purposes only.

Modification of the General Terms and Conditions or of the Licensed Product: ALK may develop, improve or modify the Licensed Product or the terms and conditions of this Licence at any time and without prior notice. Continuous use of the Licensed Product is subject to your acceptance of the terms and conditions of the EULA as soon as they come into force.

Transfer: You may transfer your Software to another device provided that a) the Software is installed on only one device at a time, and b) the second device is running the same operating system as the original one. In order to carry out the aforementioned transfer, you must follow the deactivation procedure described on the following help page: <http://activate.alk.com>. If, for repair purposes or because of changes to the read-only memory (hereinafter referred to as "ROM"), you are unable to apply the deactivation procedure, you are likely to encounter the anti-piracy systems implemented by ALK at your next activation.

Protection against piracy: The Software may require activation of the product and contain other technologies designed to prevent unauthorised use and copying. When you have been provided with a product key, Google order number or any other similar identifier, you will need to activate your Software according to the procedure in force in order to be able to use it. If you try to activate the Software too many times, the anti-piracy systems may cause your Software to lock, thereby preventing its activation. Please refer to the help section at <http://activate.alk.com> for further information about product activation and protection against piracy.

Copyright: The Software and the data it transmits are protected by United States copyright law and by the provisions of various international treaties. You agree that the intellectual property in the Software or the data it contains is not transferred to you. You further acknowledge that the proprietary rights will remain the exclusive property of ALK, and that you will not acquire any rights to the Software or its data except as expressly set out in this Licence. You agree that any copies of the Software will contain the same proprietary notices that appear on and in the Software. The copyright to the Software is held by ALK Technologies, Inc., 457 N. Harrison Street, Princeton, NJ 08540, UNITED STATES. Full contact details are available at www.alk.com/alk.

Prohibited use: Unless you have ALK's prior written authorisation, you are not permitted to i) use, copy, modify or transfer the Software or its accompanying documentation, except as expressly authorised in this Licence; ii) translate, disassemble, decompile or reverse-engineer the Software; iii) sub-licence or assign the Software or its documentation, or iv) use the Software in a multi-user or networked environment, rent it out, or furthermore, use it as part of an IT service business or on a time-sharing basis.

Limited Warranty: ALK warrants that the Software will function substantially in accordance with its accompanying written materials for a period of 30 days from the date of purchase. Any implied warranties relating to the Software are limited to this 30-day period, providing this limitation is authorised by the laws in force.

End user's right of remedy: If the Software does not conform to the aforementioned "Limited Warranty", ALK's one and only responsibility and your sole and exclusive remedy will be, at ALK's discretion, for ALK to (i) correct the error, or (ii) help you work around the error, or (iii) accept a return and issue a refund through your retailer. The Limited Warranty is cancelled if the malfunction of the Software is a result of your negligence, inappropriate or improper use. If we rectify an error in the Software for you, the unexpired portion of the Limited Warranty period from the date you informed us of the error will apply to the rectified software after you have received the rectified version.

NO OTHER WARRANTIES: EXCEPT AS SET OUT IN THE LIMITED WARRANTY, ALK DOES NOT GUARANTEE THAT THE SOFTWARE OR THE DATA IT CONTAINS ARE ERROR-FREE. ALK DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. Some jurisdictions do not authorise the exclusion of implied warranties or limits on the duration of implied warranties, or the exclusion of incidental damage. This means that the above limitations or exclusions may not apply to you. This warranty grants you rights recognised by law; you may also have other rights, depending on your country of residence.

No liability for indirect loss: ALK may not under any circumstances be held liable for any loss of profit, time, business or for any incidental or indirect loss of any kind arising from the performance or use of the Software or the data it contains, even if ALK has been informed of the possibility of such damage.

Privacy: ALK reserves the right to regularly collect information relating to your location, while respecting your anonymity. This information may be used for support purposes, to develop new features and to improve the overall quality of ALK's products and services. You may deactivate or opt out of this function in the Software's interface. Although we aim to reduce data transfer to a minimum, you may be charged for using this feature or the Software. Please contact your operator to check the charges payable under your contract. Use of the roaming function may also increase your charges. ALK is not responsible for any subscription or other charges you may incur.

We take your privacy very seriously and will not ever share your personal information or contact details with a third party without your prior consent. For further information about ALK's personal data protection practices, please refer to ALK's privacy policy at

<http://www.alk.com/privacy.asp>. This policy explains how ALK processes your personal information and the steps it takes to protect your privacy when you use the Software. You consent to the processing of your personal data in accordance with ALK's privacy policy.

Warning: The Software and the data it contains are only a navigation aid. You must comply with the road traffic regulations in force and apply common sense when you use the Software. The actual situation when driving and compliance with the road traffic regulations always take precedence over the information or data provided by the Software. You must control your vehicle and your speed at all times. You must be able to react appropriately and perform any necessary manoeuvre. You must drive with care and in a manner that respects other road users at all times. ALK will not be held liable for any information of any nature whatsoever provided by the Software, including any map data, traffic information and route calculations. The use of real-time road traffic guidance is at your own risk. Traffic and location information may not always be entirely accurate or provided in a timely manner.

Disclosure for optional content displayed within licensed products for additional purchase: Traffic information (in particular, historical traffic data) and fuel information, and any other optional content, are licensed as subscription services which must be renewed annually for your continued use.

Cancellation: Without prejudice to its other rights, ALK may cancel this Licence if you do not comply with these general terms and conditions. In that case, you must destroy all copies of the Software.

Export restrictions: You hereby expressly agree to export or re-export the Software, in full or in part, in strict compliance with the export laws and regulations of the United States.

United States Government Restricted Rights: The Software is provided with limited and restricted rights. Use, duplication or disclosure by the United States Government are subject to the restrictions set out in the appropriate sub-paragraphs of clause 48 "Commercial Computer - Restricted Rights" of the CFR (Code of Federal Regulations). 52.227-19 or in the sub-paragraphs of the clause "Rights in Technical Data and Computer Software" 252.227-7013 of the DFARS (Defence Federal Acquisition Regulations).

Legal jurisdiction: For products sold in North America, this Licence is governed by the laws of the State of New Jersey, United States. For any other product, this Licence is governed by the laws of England and Wales.

Date: This EULA was last updated on 19 April 2011. For updates, please visit www.copilotlive.com/legal on a regular basis.

END USER LICENCE FOR SPEECH PLAYBACK

This licence applies to the speech playback function included in your Software, if any. Copyright (c) 2002-2011, Xiph.org Foundation. Neither the name Xiph.org Foundation nor the names of its contributors may be used to endorse or promote products derived from this Software without specific prior written authorisation.

THIS SOFTWARE IS PROVIDED "AS IS" BY THE COPYRIGHT HOLDERS AND CONTRIBUTORS, WHO DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES MAY THE FOUNDATION OR THE CONTRIBUTORS BE HELD LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR EXEMPLARY DAMAGES (INCLUDING, BUT NOT LIMITED TO, THE PROCUREMENT OF REPLACEMENT PRODUCTS OR SERVICES, LOSS OF USE, DATA OR PROFITS OR, FURTHERMORE, BUSINESS INTERRUPTION), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER UNDER A STRICT OR CIVIL LIABILITY CONTRACT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY FROM THE USE OF THIS SOFTWARE, EVEN IF THEY HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

FOR ANY SOFTWARE DOWNLOADED VIA ANDROID MARKET

Copyright 2011. ALK Technologies, Inc.

Licensed under Apache licence, Version 2.0 (hereinafter referred to as the "Licence"); the file may only be used in accordance with this Licence. You may obtain a copy of this Licence at the following address:

<http://www.apache.org/licenses/LICENSE-2.0>

Unless required by applicable law or agreed to in writing, the software is distributed under this Licence "AS IS", WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, either express or implied. Please refer to the Licence to check the language governing the authorisations and limitations of this Licence.

Android is a trademark of Google Inc. Use of this trademark is subject to Google's approval.

FOR ANY SOFTWARE DOWNLOADED FROM THE APPLE APP STORE

All the terms and conditions of the above EULA apply. In addition, the provisions stated below apply to iOS Products.

Scope of the Licence: The Software Licence granted to you is a limited, non-transferable licence which authorises you to use the Software on any iOS Product that you own or control in accordance with the Rules of Use set out in the Apple Store General Terms and Conditions. Please refer to the App Store General Terms and Conditions for further information.

Maintenance and support: ALK is solely responsible for providing maintenance and support services relating to the Software as required by the applicable legislation. Apple has no obligation to provide any maintenance and support services with respect to the Software.

Warranty: The above warranties apply. In the event the Software does not conform to the above applicable warranty, you are entitled to notify Apple and Apple will refund you the purchase price of the Software, within the limits permitted by the laws in force. ALK does not offer a refund for the Software. Apple has no other warranty obligation whatsoever relating to the Software, and any other claims, liabilities, damages, costs or expenses arising from its failure to conform to the warranty is the exclusive responsibility of ALK.

Claims concerning the product: You acknowledge that all claims made by yourself or third-parties relating to the ownership or use of the Software must be addressed to ALK and not Apple, including but not limited to i) all faulty product claims, ii) all claims concerning the Software's non-compliance with any applicable legal or regulatory standards, and iii) all claims arising from consumer protection laws or similar legislation.

Legal compliance: You warrant that i) you are not in a country subject to a United States Government embargo or a country that has been designated by the United States Government as "supporting terrorist organisations", and that ii) you are not on any United States Government list of restricted or limited parties.

Intellectual property rights: You acknowledge that, in the event the Software or your possession or use of the Software infringes any third-party intellectual property right, ALK, and not Apple, shall be solely responsible for the investigation, defence, settlement and discharge of this intellectual property infringement claim.

Third-party conditions of service: You must comply with the third-party conditions of service in force when you use the Licensed Products.

Third-party beneficiaries: You and ALK acknowledge and accept that Apple and its subsidiaries become third-party beneficiaries of this EULA when you accept the general terms and conditions of this EULA. Apple is entitled to enforce this EULA as a third-party beneficiary thereof.

HERE (=NAVTEQ)/End User Licence Agreement

This licence applies to the NAVTEQ and HERE data included in your Software, if any, as well as the HERE data that you obtain separately, which is formatted for use with your Software.

The data (hereinafter referred to as the "Data") is provided for your internal, personal use, and its resale is prohibited. It is protected by copyright and is subject to the following general terms and conditions accepted by you, on the one hand, and HERE and its licensors (including their own licensors and suppliers) on the other.

© 1987 - 2017 HERE. All rights reserved.

In the event of use which does not comply with this agreement, HERE reserves the right to demand that its Data ceases to be used.

Personal use only. You agree to use this data for the strictly personal, non-commercial purposes for which you were licensed, and not for a service bureau, time-sharing service or other similar purposes. Accordingly, but subject to the restrictions set out in the following paragraphs, you may copy this data only insofar as is necessary for your personal use in order to (i) view it, and (ii) save it, and provided that you do not remove any copyright notices that appear and you do not modify the data in any way. You agree not to archive, reproduce, copy, modify, decompile, disassemble or reverse-engineer any portion of this Data, and not to transfer or distribute it in any form or for any purpose, except to the extent you are permitted to do so by the laws in force.

Restrictions. Unless you are specifically licensed to do so by HERE, and without limiting the scope of the preceding paragraph, you are not entitled to (a) use this data with apps, products or systems installed or connected to, or in communication with, geographical data originating from a competitor of HERE.

Specific geographical information is available from the following links: http://corporate.navteq.com/supplier_terms.html and <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notices>

Warning. The Data may contain inaccurate or incomplete information as a result of obsolescence, changing circumstances, sources used and the nature of collecting comprehensive geographical data, all of which factors may yield incorrect results. In the context of the United States Government's consumer information obligation, the Data is considered a "commercial item" within the meaning of the Code of Federal Regulations Title 48 ("Federal Acquisition Regulation") 2.101 and is licensed in accordance with the conditions of this agreement.

No warranty. The aforementioned Data is provided to you "as is", and you agree to use it at your own risk. HERE and its licensors (and their own licensors and suppliers) offer no warranties or representations of any kind, express or implied, arising from laws or otherwise, in relation but not limited to the content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from the Data, or that the Data will be error-free or, furthermore, that the server will function without interruptions.

Warranty exclusion: HERE AND ITS LICENSORS (INCLUDING THEIR OWN LICENSORS AND SUPPLIERS) DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, RELATING TO THE QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. Some States, territories and countries do not authorise certain warranty exclusions, meaning that the above may not apply to you.

Liability exclusion: HERE AND ITS LICENSORS (INCLUDING THEIR OWN LICENSORS AND SUPPLIERS) DISCLAIM ANY LIABILITY CONCERNING: ANY DEMAND, CLAIM OR ACTION, REGARDLESS OF THE NATURE OF ITS CAUSE, ALLEGING ANY LOSS, INJURY OR DAMAGE, WHETHER DIRECT OR INDIRECT, WHICH MAY RESULT FROM THE USE OR POSSESSION OF THIS INFORMATION; OR ANY LOSS OF PROFIT, REVENUE, CONTRACTS OR SAVINGS, OR ANY OTHER DIRECT, INDIRECT, SPECIAL OR INCIDENTAL DAMAGE ARISING FROM YOUR USE OR YOUR INABILITY TO USE THE INFORMATION, ANY INACCURACY OF SUCH INFORMATION, OR THE FAILURE TO OBSERVE THESE TERMS AND CONDITIONS, IN THE FORM OF CONTRACTUAL OR TORT PROCEEDINGS OR PROCEEDINGS BASED ON A WARRANTY, EVEN IF HERE OR ITS LICENSORS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE. Some States, territories and countries do not authorise certain liability exclusions or limitations on damage, meaning that the above may not apply to you.

Governing law. The above terms and conditions are governed by the laws of the Kingdom of the Netherlands.