

## General Terms of Use of the eTRUCK Fleet Web Portal

These general conditions regulate use of the eTRUCK Fleet Web Portal and services related to it (hereinafter referred to as the "**eTRUCK Fleet Web Portal**").

Prior to installing and using the eTRUCK Fleet Web Portal, the user (hereinafter referred to as the "Fleet manager") should carefully read these Terms, the Privacy Notice and other contract and technical documentation prepared by TEXA for using the Web Portal.

### 1. DEFINITIONS

**Driver Account:** it means the Driver's personal account consisting of ID and password necessary for using the App, InApp and Services

**Fleet manager Account:** it means the personal account configured by the Fleet manager through entry of Fleet Data and the Fleet ID when the eTRUCK Fleet Web Portal is installed

**App:** it means the eTRUCK application(s) for Smartphones developed by and property of TEXA, downloadable from a Platform, through which Services are made available to the Driver. The App also comprises updates, upgrades and any modification or version of the App used thereafter or downloaded from the Platform

**Terms:** it means these General Terms of TEXA

**TEXA Contents:** it means the App, the InApp, the eTRUCK Workshop Web Portal, the eTRUCK Fleet Web Portal and subsequent updates, as well as software developed by TEXA installed in eTRUCK Devices and/or made available for installation in eTRUCK Devices or by means of publication on the site [www.texa.com/products/etruck](http://www.texa.com/products/etruck) or through Platforms

**Fleet manager Agreement:** it means the agreement between the Workshop and Fleet manager concerning delivery and installation of eTRUCK Devices in Vehicles and supply of related Services

**Tachograph:** it means the digital device installed, in accordance with legal and regulatory provisions in force from time to time, inside each Vehicle belonging to the Fleet by and under the sole responsibility of the Fleet manager and/or Driver, which records data related to driving time and distance covered by the Vehicle

**Data:** it means Tachograph Data, Vehicle Data, Fleet manager Data as well as Driver Data

**Tachograph Data:** it means data and information generated by the Tachograph installed in each Vehicle in accordance with applicable legislation. In order for the Driver to display Tachograph Data on his Smartphone with the App and for the Fleet manager to display it via the eTRUCK Fleet Web Portal, the Driver must activate either the "Tachograph Plus" or "Tachograph Real Time" version of the Tachograph Option on his Smartphone, or other options available in future made available through the Platform. If the Driver has activated the "Tachograph Plus" Option, Tachograph Data are displayed on condition that (i) the eTRUCK Device and the eTACHO product are installed in the Vehicle (ii) the eTACHO Product is connected to the Tachograph; (iii) the Tachograph is working properly and (iv) the Driver activated the "Tachograph Plus" Option in the App properly. If the Driver activated the "Real Time Tachograph" Option on his Smartphone, Tachograph Data are sent to the eTRUCK Device without installation of the eTACHO product and can be displayed by him on his Smartphone with the App and by the Fleet manager through the eTRUCK Fleet Web Portal on condition that: (i) the eTRUCK Device has been installed in the Vehicle; (ii) the Tachograph is configured properly for sending data via a diagnostic jack and the Driver has activated the Tachograph Option properly in the App. Tachograph Data are not made available to the Workshop in the eTRUCK Workshop Web Portal. Vehicle Data: it means data and information generated by the Vehicle and recorded by the eTRUCK Device such as: gear data (e.g. speed, engine revs, braking, steering, acceleration and deceleration, use of gears), Tachograph Data, diagnostic data of systems and plants present in the Vehicle, its maintenance data with relevant maintenance dates. The type of Vehicle Data the eTRUCK Device is able to record and send depends on the settings of the Vehicle and also on the type of Services activated on the eTRUCK Device. Vehicle Data and Tachograph Data are generated respectively by the Vehicle and by the Tachograph installed in the Vehicle and are recorded by the eTRUCK Device and sent to the Driver's Smartphone, to the Fleet manager through the eTRUCK Fleet Web Portal and to the Workshop through the eTRUCK Workshop Web Portal for providing Services.

**Fleet manager Data:** it means data and information (such as phone numbers, address, data about Vehicles etc.) entered by the Fleet manager upon signing the Fleet manager Agreement, configuration of the Account and eTRUCK Fleet Web Portal for the purpose of using Services

**Driver Data:** it means data and information (such as phone numbers, address, data about Vehicles etc.) entered by the Driver for setting up his Account, configuration of the App and to be able to use the Services

**eTRUCK Device:** it means the electronic eTRUCK device produced by TEXA, which when installed and configured properly in the Vehicle by the Workshop according to installation and configuration instructions, is able to send, via connection with the Driver's Smartphone, Vehicle Data referring to operation and use of the Vehicle and Tachograph Data when connected to the Tachograph via the eTACHO device.

**Driver:** it means the person driving the Vehicle. Once the App is turned on, the Driver's Smartphone automatically connects

to the eTRUCK Device installed in the Vehicle belonging to the Fleet used each time by the Driver and is connected to the Workshop aligned with the eTRUCK Device.

**eTACHO:** it means the device to be installed by the Workshop inside the Vehicle through which the eTRUCK Device connects to the Tachograph for sending Tachograph Data to the App and the eTRUCK Fleet Web Portal. The eTACHO device can be delivered by the Workshop to the Fleet manager when he chooses to use the Viewing Service related to Tachograph Data in accordance with the conditions of the Fleet manager Agreement.

**Fleet manager:** it means the owner of the Fleet of vehicles which signed the Fleet manager Agreement in order to use the Services provided via the eTRUCK Device.

**Fleet:** it means the set of Vehicles managed by the Fleet manager in which an eTRUCK Device is installed.

**Fleet ID Manager:** it means the code supplied by the Workshop to the Fleet manager upon conclusion of the Fleet manager Agreement in order to create the Fleet manager Account and preliminary sign-in at the eTRUCK Fleet Web Portal.

**Fleet ID:** it means the code generated by the eTRUCK Fleet Web Portal given to each Driver by the Fleet manager for creation of each Driver Account.

**InApp:** it means the contents available with the App allowing for acquiring Services or registrations and additional contents other than contents from the App developed by and property of TEXA.

**Privacy Notice:** the privacy notice addressed to the Fleet manager available at the site [www.texa.com/products/etruck](http://www.texa.com/products/etruck)

**Tachograph Option:** it means the option present in the App through which the Driver connects his Smartphone to the Tachograph to be able to display Tachograph Data on it. There are two versions of the Tachograph Option: (i) "Real Time Tachograph", enabling the user to only read Tachograph Data sent to the eTRUCK Device during the time he is driving the Vehicle. This version does not require installation of the eTACHO product and (ii) "Tachograph Plus" which can only be activated when the optional eTACHO product has been properly installed, which allows for displaying Tachograph Data during driving as well as Tachograph Data saved in the driver's card when such data are downloaded remotely. Failure to activate the Tachograph Option will make it impossible for the Driver to display Tachograph Data with the App and the Fleet manager to do so through the eTRUCK Fleet Web Portal.

**eTRUCK Fleet Web Portal:** it means the web portal and TEXA proprietary software with which the Fleet manager can view Vehicle Data accessible by him. A list of Data accessible by the Fleet manager via the eTRUCK Fleet Web Portal is available at the site [www.texa.com/products/etruck](http://www.texa.com/products/etruck)

**eTRUCK Workshop Web Portal:** it means the web portal and TEXA proprietary software with which the Workshop can view accessible Vehicle Data. The list of Data accessible by the Workshop is available at [www.texa.com/products/etruck](http://www.texa.com/products/etruck).

**Services:** it means the services performed for the Fleet manager, the Workshop and the Driver through the eTRUCK Device, the App, the eTRUCK Fleet Web Portal and the eTRUCK Workshop Web Portal

**"Viewing Services":** these are Services which allow (i) the Driver to view Vehicle Data and Tachograph Data on his Smartphone installed, configured and connected properly to the eTRUCK Device and to the Tachograph, and (ii) the Fleet manager to view Vehicle Data and Tachograph Data via the eTRUCK Fleet Web Portal.

**"Diagnostic Services":** these are Services made available through the eTRUCK Workshop Web Portal enabling the Workshop assigned to the eTRUCK Device installed on the Vehicle to view Vehicle Data necessary for finding and reporting any malfunctions of the Vehicle and intervening remotely on the Vehicle itself to fix malfunctions.

**Management Services:** it means the Services enabling the Driver, the Workshop and Fleet manager to be updated on scheduled maintenance of the Vehicles.

**Smartphone:** it means an advanced telephone device compatible with the eTRUCK Device running Android™ operating system (version 5 or later) or iOS™ (version 10 or later), data traffic and satellite location system. In order for the eTRUCK Device to work the Smartphone must be connected properly with the eTRUCK Device via Bluetooth. The eTRUCK Device is not compatible with all Smartphones available in the market; prior to installation and configuration of the eTRUCK Device, the Fleet manager and/or Driver must check compatibility and coverage on the site [www.texa.com/products/etruck](http://www.texa.com/products/etruck)

**TEXA:** TEXA SpA, a company with registered office at Via 1 Maggio No. 9 Monastier di Treviso, Italy, with VAT Reg. No. and Companies Register No. 02413550266, certified email address: [texa@pec.texa.it](mailto:texa@pec.texa.it);

**Vehicles:** it means the Vehicles managed by the Fleet manager in which an eTRUCK Device is installed

**Workshop:** it means the garage which is also a dealer and installer of eTRUCK Devices

## 2. FIELD OF APPLICATION

These Terms regulate:

- a. the Fleet manager Agreement, its signing and use
- b. creation of the Fleet manager Account and its use
- c. configuration, sign-in and use of the eTRUCK Fleet Web Portal, eTRUCK Devices, TEXA Contents and the relevant Services
- d. uploading, use and/or access to Fleet manager Data, Driver Data, Vehicle Data and Tachograph Data

With submission of every order, purchase or other form of obtaining the eTRUCK Device, the Fleet manager Agreement or a Service, and by using and/or accessing any Platform, Service or TEXA Content, the Fleet manager accepts these Terms and is bound by the same and any modification and supplement hereof.

## 3. ETRUCK DEVICES

TEXA provides eTRUCK Devices and Services through Workshops or TEXA Contents to the Driver via the Apps and to the Fleet manager via the eTRUCK Fleet Web Portal accessible to the Fleet manager after acceptance of these Terms.

The eTRUCK Devices can be sold to the Fleet manager or granted on a free loan or in another manner for a fee or free of

charge according to the conditions set out in the Fleet manager Agreement.

#### **4. CONTENT OF THE FLEET MANAGER AGREEMENT**

The eTRUCK Devices are sold or issued to the Fleet manager by the Workshop or in another manner according to the conditions set out in the Fleet manager Agreement.

The Fleet manager can use the Services after installation and configuration of the eTRUCK Devices on Vehicles by the Workshop.

The Fleet manager shall give each Driver the Fleet ID required for configuring, activating and using the App on his Smartphone for performance of the Services. Certain Apps, TEXA Contents and related Services can be supplied to the Fleet manager and Drivers (even for limited periods) free of charge, while other Apps, TEXA Contents and related Services are supplied for a fee. TEXA reserves the right in all cases to suspend free supply of the Services at any time, and start charging for use of the App, Services and TEXA Contents previously available free of charge. TEXA shall inform the Fleet manager if and when in future any Service is to be supplied against payment of a fee. In such case, the Fleet manager can either choose to keep using the Services for a fee or stop using it.

#### **5. THE FLEET MANAGER ACCOUNT AND THE FLEET MANAGER AGREEMENT**

##### **The Fleet manager Agreement: registration and management**

The Services shall be supplied on a regular basis or continuously on Vehicles for the term established upon conclusion of the Fleet manager Agreement.

In order to configure the eTRUCK Fleet Web Portal and use the Services, the Fleet manager has to create a Fleet manager Account.

Upon signing the Fleet manager Agreement, the Workshop will give the Fleet manager a Fleet ID. For the aims of creating the Fleet manager Account the Fleet manager must enter the Fleet ID in the eTRUCK Fleet Web Portal and follow the configuration procedures of the eTRUCK Fleet Web Portal.

The Fleet manager accepts and declares that he is only entering truthful Data. It is the responsibility of the Fleet manager to always keep his Data updated and bring them up-to-date immediately any time anything changes. Fleet manager Data shall be processed in accordance with legislation in force and the Privacy Notice.

Once configured, the eTRUCK Fleet Web Portal generates the Fleet ID that should be given to each Driver. The Fleet manager is responsible for giving all Drivers his Fleet ID. The Driver must have the Fleet ID for creation of the Driver Account and configuration of the App for using the Services. The Fleet manager is also responsible for ensuring that Drivers configure the App in their Smartphone properly so the Services can be used.

The Fleet manager is responsible and answers for any activity on the eTRUCK Fleet Web Portal and on the Apps configured by Drivers and in general the TEXA Contents utilised by him and Drivers. The Fleet manager shall hold harmless and indemnify TEXA for any consequence deriving from any activity of the Fleet manager or Drivers on or by means of using the Fleet manager Account or Driver Account. The Fleet manager is also responsible for Fleet manager Data and correlated activities and is obligated to keep confidential the Fleet manager Account, the Fleet ID and all passwords, IDs and any other data in his possession necessary for signing in to the eTRUCK Fleet Web Portal and for each Driver to use the App. The Fleet manager is required to restrict access to his electronic devices, PCs and the eTRUCK Fleet Web Portal. TEXA is not responsible for any unauthorised use of the eTRUCK Fleet Web Portal, the Driver Account, or other TEXA Contents and/or Services, the Fleet manager and/or the Drivers may or may not be aware of.

The Fleet manager undertakes to take the necessary precautions and ensure that all Drivers do the same to prevent access by third parties and improper use of the eTRUCK Fleet Web Portal and/or the Driver Account, or other TEXA Contents, and is committed to notifying TEXA immediately if he hears about any unauthorised access or use.

#### **6. RIGHT OF USE**

Subordinately to respect for these Terms, TEXA grants the Fleet manager the right to use the Services via the eTRUCK Fleet Web Portal and all Drivers provided the Fleet manager ID the right to use the Services via the App for the term of the Fleet manager Agreement. For access to the eTRUCK Fleet Web Portal and use of the eTRUCK Devices and Services, TEXA grants a license for TEXA Contents. The license is limited, non-exclusive, inalienable, cannot be sub-licensed and is linked to the Fleet manager Agreement. Further, the license does not include the right to resell the eTRUCK Devices or TEXA Contents or make further use of the TEXA Contents or Services; it does not comprise any right to obtain upgrades, updates, supplements or any technical support in future in relation to the Services or TEXA Contents, except when TEXA has specifically stated that obtaining the same is an integral part thereof. All rights related to the App, InApp, the eTRUCK Fleet Web Portal, the eTRUCK Workshop Web Portal and the TEXA Contents, including rights granted under license, in accordance with these Terms are the sole property of TEXA.

Whenever upgrades, updates and supplements to the Services are obtained, use of the same is regulated by these Terms or by other conditions and may be subject to further payments the Fleet manager shall be informed about and consent to upon activation of the concerned upgrade, update or supplement.

#### **7. RESPONSIBILITIES OF THE FLEET MANAGER AND OBLIGATIONS OF USE**

All contents present or made available through the Services in the form of texts, graphics, logos, icons, images, digital download, data collections, software, and in general all TEXA Contents are the sole property of TEXA and are protected by copyright laws in force in Italy and international copyright laws and database laws.

##### **Limits to modification of eTRUCK Devices, Services and TEXA Contents**

It is not permitted to alter, tamper with, modify or allow others to alter, tamper with or modify the eTRUCK Devices, the Services or TEXA Content or any part thereof (whether obtained directly through TEXA or through a Workshop) for any purpose, such as but not limited to analysis by using reverse engineering, decompiling or disassembling the eTRUCK Devices, Services or TEXA Contents for using them to build other eTRUCK Devices or for violating or eluding the encryption or to permit others to do the above and/or modify the features of the eTRUCK Devices, Services or TEXA Contents.

### **Marks**

The TEXA eTRUCK mark, the graphic material, logos, icon buttons, fonts and marks used for the eTRUCK Device, Services, the Apps and in general for TEXA Contents are marks and hallmarks belonging solely to TEXA ("**TEXA Marks**"). TEXA Marks cannot be utilised in any manner in relation to non-TEXA eTRUCK Devices and/or services so as to cause confusion or disparage or discredit TEXA in any manner.

### **Reporting improper use and refraining from it**

TEXA shall not be held responsible for monitoring whether any Service supplied is used properly. If the Fleet manager becomes aware of any improper use of the Services, the eTRUCK Devices or TEXA Content in general, he must report such improper use to TEXA, by contacting the latter in the Contact Us section of the site [www.texa.com/products/etruck](http://www.texa.com/products/etruck). Through access to TEXA Contents or use of the Services, as well as loading and use of the Fleet manager Data, the Fleet manager agrees to refrain from any improper conduct comprising but not limited to:

- i. promotional use and payments: use of the Data accessible to the Fleet manager for advertising, promotional, marketing, sales, publication of invitations or any other sort of commercial content. In addition, the Fleet manager undertakes to refrain from processing or duplicating the Services or Data accessible to him
- ii. information technology hacks: undertaking actions on Services aimed at circumventing, interfering, disrupting, damaging, disabling, overloading or limiting the operation of any software or hardware, telecommunication device, technology (security) or of the Services
- iii. use in violation of legislation in force: use of the TEXA Contents and/or Services should not contrast with provisions in force
- iv. any other unlawful or undesirable use: using the Services and Fleet manager Data, or any other Data accessible to the Fleet manager illegally or in violation of these Terms. The Fleet manager also agrees to refrain from violating any code of conduct or other guidelines that may be applicable to the Services or Fleet manager Data

## **8. COMPATIBILITY, CONFIGURATION AND CONNECTION OF THE ETRUCK DEVICE**

### **Compatibility of the Smartphone and Vehicle**

The Fleet manager acknowledges that the eTRUCK Device is not compatible with all Vehicles, Smartphones or Tachographs available in the market. Prior to signing the Fleet manager Agreement, the Fleet manager is therefore responsible for checking the compatibility of the eTRUCK Device with the Vehicles belonging to the Fleet, its Smartphones and others used by Drivers and the Tachographs installed in the Vehicles. The Fleet manager may verify such compatibility at the site [www.texa.com/products/etruck](http://www.texa.com/products/etruck).

In the event the eTRUCK Device is incompatible with the Vehicle and/or Smartphone used by Drivers, the eTRUCK Device cannot be connected to any Vehicle it is installed on and/or to the Driver's Smartphone and thus Data cannot be sent to the Driver's Smartphone, to the eTRUCK Fleet Web Portal or to the eTRUCK Workshop Web Portal.

The Fleet manager acknowledges that the eTRUCK Device is not compatible with analogue tachographs. In the event one or more Vehicles belonging to the Fleet have been supplied with an analogue Tachograph, the eTRUCK Device cannot be connected to analogue tachographs and Tachograph Data will not be sent by the eTRUCK Device to the Smartphone or eTRUCK Fleet Web Portal.

The type of Vehicle Data and Tachograph Data can vary according to the type and model of the Vehicle and Tachograph. It is therefore possible that some Vehicle Data and Services are not available as they cannot be recorded or sent by the Tachograph or from the Vehicle in which the eTRUCK Device has been installed.

### **Compatibility of the eTRUCK Device with the Vehicle's terms of warranty**

The Fleet manager is obligated to verify the terms and conditions of the Vehicle's warranty to make sure the eTRUCK Device cannot compromise the terms of the warranty. TEXA is not responsible for any costs or expenses related to repair of the Vehicle or forfeiture of the right to the warranty on the Vehicle caused by installation of the eTRUCK Device.

### **Installation and Configuration of eTRUCK Devices and the eTRUCK Fleet Web Portal**

For performance and use of the Services, eTRUCK Devices and the Services must be installed, configured and performed by a Workshop. Incorrect or incomplete installation and/or configuration will prevent eTRUCK Devices and the Services from working properly. Some functionalities of the eTRUCK Devices and Services depend on whether the Smartphone the eTRUCK Devices are connected to is working properly, the sort of Vehicle and the Tachograph. The eTRUCK Fleet Web Portal is installed on the Fleet manager's PC by entering the Fleet ID supplied by the Workshop upon conclusion of the Fleet manager Agreement.

In case of no network coverage, insufficient network coverage or the Smartphone is not connected to the network operation of the eTRUCK Devices or Services is not guaranteed to work properly; this also applies when the eTRUCK Device, the Smartphone, the App or other TEXA Contents have not been installed or configured properly.

### **Connection of the eTRUCK Device with the Smartphone**

For the eTRUCK Device and Services to work properly it is essential that the Smartphone is properly connected via Bluetooth with the eTRUCK Device, and the App on the Smartphone is configured properly.

Services shall not be available in the following cases, given solely for example, but not exhaustively: i) the eTRUCK Device is disconnected or the Smartphone has been turned off, or it is broken or the battery is dead; ii) the Driver has not installed



the App in the Smartphone properly, or the App is not working; iii) eTRUCK and the Smartphone are not connected via Bluetooth; iv) there is no GPS signal; v) there is no reception signal of the Smartphone; vi) something is wrong with the Smartphone or the eTRUCK Device or the App or the Platform.

When updates of Android™ or iOS™ operating system and/or updates of the Vehicle's electronic systems are released, some connection problems with the Smartphone or operation of the App or the eTRUCK Device could occur. In such case the Services could be temporarily suspended or disrupted or limited without considering such occurrences a defect or operating vice of the eTRUCK Device, the eTRUCK Fleet Web Portal, the eTRUCK Workshop Web Portal, the App or their programmes. TEXA shall take action so that the eTRUCK Device and the App resume working properly again.

Some connection problems with the Smartphone or the operation of the App or the eTRUCK device may occur owing to other applications on the Smartphone (antivirus), which can alter configurations and functionalities of the eTRUCK Device. In such case the Services could be temporarily suspended or disrupted or limited without considering such occurrences a defect or operating vice of the eTRUCK Device, the eTRUCK Fleet Web Portal, the eTRUCK Workshop Web Portal, the App or their programmes.

If the Driver uninstalls or deactivates the App, or it is not working, or in the above cases, if the Smartphone and the eTRUCK Device are not connected, Vehicle Data and Tachograph Data will not be sent to the App, the eTRUCK Fleet Web Portal or the eTRUCK Workshop Web Portal and Services can only be provided the moment connection of the Smartphone and the eTRUCK Device is reactivated or the moment the App is reactivated.

## **9. SERVICES. EXONERATION FROM RESPONSIBILITY AND CONDITIONS FOR USING THE SERVICES PROPERLY**

### **"Viewing Services" provided to the Driver via Smartphone and the Fleet manager via the eTRUCK Fleet Web Portal**

Viewing Services enable the Fleet manager to view Vehicle Data and Tachograph Data saved on the eTRUCK Fleet Web Portal.

In order to obtain Tachograph Data the eTRUCK Device must be installed properly in the vehicle and the eTACHO product connected to the Tachograph, the Driver must activate the Tachograph Plus Option via the App and remote download procedures must be followed properly

Through the eTRUCK Fleet Web Portal the Fleet manager may only display Tachograph Data obtained during the time the Tachograph Plus Option was activated by the Driver.

Viewing Services may vary over time and be temporarily suspended and/or disrupted and/or limited without considering such occurrences a defect or operating vice of the eTRUCK Device, the eTRUCK Workshop Web Portal, the eTRUCK Fleet Web Portal, the App or other TEXA Contents.

TEXA is not responsible for the accuracy, reliability or completeness of the data sent and displayed via the eTRUCK Device or the Tachograph. The eTRUCK Device does not generate any data but only records data generated by the Vehicle and Tachograph and sends them to the Driver's Smartphone, the eTRUCK Workshop Web Portal and to the eTRUCK Fleet Web Portal. For technical reasons connected to the operating procedure of the Vehicle's electronic system, the Fleet manager is aware and accepts that some data generated by the Vehicle itself are not sent or viewable via the App or the eTRUCK Workshop Web Portal or the eTRUCK Fleet Web Portal.

Installation of the eTRUCK Device does not relieve the Fleet manager of his responsibility of verifying whether all Vehicles belonging to his Fleet the eTRUCK Device and the Tachographs are installed on are working properly and conducting or have someone conduct the necessary checks in all cases of malfunction of the Vehicle or the ones envisaged by the manufacturer or law, even in the absence of indications of the eTRUCK Device, the App or TEXA Contents in general.

TEXA cannot be held responsible for the data entered by the Workshop or the Driver or originating from the eTRUCK Device.

### **"Diagnostic Services"**

Diagnostic Services enable the Workshop to view Vehicle Data and pinpoint and report any malfunction of the Vehicle and intervene remotely on the Vehicle for eliminating it.

It is possible for the Workshop to view Vehicle Data via access to the eTRUCK Workshop Web Portal. In particular, use of the eTRUCK Workshop Web Portal allows the Workshop to access certain Vehicle Data in real time. If there is a malfunction of the Vehicle needing immediate intervention, the eTRUCK Device sends a notice to the Driver's Smartphone via the App and to the Workshop via the eTRUCK Workshop Web Portal. The Driver can get in touch with the Workshop through services and contact information (telephone numbers or chat) supplied by the App. In order for the Workshop to perform Diagnostic Services the Vehicle must always be parked. As soon as he notices a malfunction signal requiring immediate intervention it is the responsibility of the Driver to go to a stopping area immediately and stop the Vehicle. The Driver must follow the instructions of the App and/or Workshop for performance of Diagnostic Services. If the Driver's active intervention is necessary for performing Diagnostic Services to ensure that certain precautions are taken on the Vehicle for performance of Diagnostic Services, the Driver is responsible for following the instructions given on the App and/or by the Workshop. In particular, if activation of certain functions necessary for execution of the Diagnostic Services requires the Driver's active intervention on the Vehicle, the Workshop will send the Driver a confirmation code. By entering the confirmation code in the App, the Driver confirms that he has taken the precautions on the Vehicle and followed the instructions given by the App and/or the Workshop. Failure to enter the confirmation code when required will prevent performance of the Diagnostic Services. In order for the Diagnostic Services to be performed properly the App may ask for sharing of geolocation data with the Workshop. Geolocation data will only be visible to the Workshop and the Fleet manager from the moment the Driver starts sharing the data via activation of the location option on his Smartphone up until its deactivation. At any rate geolocation data does not make it possible to track the route travelled by the Driver. Diagnostic Services may vary over time and be temporarily suspended and/or disrupted and/or limited without

considering such occurrences a defect or operating vice of the eTRUCK Device, the eTRUCK Workshop Web Portal, the App or TEXA Contents.

TEXA shall not be held responsible for problems connected to malfunction of the eTRUCK Fleet Web Portal, the eTRUCK Workshop Portal, telephone or Internet connections or lack of telephone or Internet connection. TEXA declines any liability stemming from use of information supplied by the eTRUCK Workshop Portal to the Workshop and concerning the reliability and/or completeness of such information or the information supplied by the eTRUCK Fleet Web Portal. The Fleet manager is also aware that the data and information supplied by the eTRUCK Workshop Web Portal may be incomplete and should be used in addition to its professional knowledge.

#### **"Scheduled Date Management Services"**

Scheduled Date Management Services concern data, information and content related to due dates connected to the Vehicle such as but not limited to scheduled maintenance, periodic overhaul, expiry of the tax disc, insurance, and so on. Such data will be sent to (i) the Driver on his Smartphone via the App, InApp; (ii) the Workshop via the eTRUCK Workshop Web Portal; and (iii) to the Fleet manager via the eTRUCK Fleet Web Portal. Such data and information may vary depending on the TEXA Content. TEXA cannot be held responsible for the accuracy or completeness of such data entered by the Workshop or the Driver or originating from the eTRUCK Device or the Tachograph.

#### **"Ancillary Services"**

The Fleet manager can activate ancillary services made available via the App, the InApp and subsequent updates, under conditions provided each time depending on the content of the Fleet manager Agreement.

### **10. TELEPHONE CONNECTIVITY AND TERRITORY**

It is clarified that the costs of telephone and data connectivity are not included and will be borne by the Driver or Fleet manager. In particular, connectivity and voice traffic costs for use of the App and Services will derive from telephone and data traffic generated by use of the same - even connected to roaming services - and the telephone or Internet provider will charge the sum established by the Driver's or the Fleet manager's billing plan. Connection costs shall be paid to the concerned telephone and Internet provider without any intermediation or additional costs charged by TEXA. TEXA is not responsible for such connection costs or for supply or operation of the voice and data connectivity service.

### **11. TERMINATION OF THE FLEET MANAGER AGREEMENT AND CHANGING THE WORKSHOP ALIGNED WITH ETRUCK DEVICES**

The Fleet manager Agreement may be cancelled, terminated or suspended by the Fleet manager or the Workshop depending on the terms and conditions of the Fleet manager Agreement or may be terminated if the Workshop goes out of business or stops acting as reseller and installer of eTRUCK Devices.

TEXA is not a party to the Fleet manager Agreement and shall not be held responsible for matters related to the contractual relationship between the Fleet manager and the Workshop. If the Workshop goes out of business or is no longer a reseller and installer of eTRUCK Devices, TEXA will inform the Fleet manager through the eTRUCK Fleet Web Portal.

#### **Restriction of access to the Account and Services upon termination of the Fleet manager Agreement**

Upon termination of the Fleet manager Agreement, Diagnostic Services requiring the direct intervention of the Workshop will stop. As a consequence Drivers can no longer contact or be contacted by the Workshop via the App and the contents of the eTRUCK Fleet Web Portal associated with such Diagnostic Services will not be accessible to the Fleet manager or Drivers until they are reactivated in the following manner.

In all cases of termination of the Fleet manager Agreement TEXA will keep the Fleet manager Account and Driver Accounts active for a maximum of 180 (one hundred and eighty) days from termination of the agreement in the following manner. During the first 90 (ninety) days after termination of the Fleet manager Agreement, the Fleet manager and Drivers can access the eTRUCK Fleet Web Portal and the Apps for Viewing Services only.

If the Fleet manager Agreement is not renewed within this term or the Fleet manager does not change the Workshop by following the "Change Workshop" procedure, access to the eTRUCK Fleet Web Portal and the App will be suspended for a further 90 (ninety) days. During this time the Fleet manager and Drivers will be unable to access the eTRUCK Fleet Web Portal, the Apps or use the Services offered through them until renewal of the Fleet manager Agreement or the Change Workshop procedure has been done.

If this period ends without the Fleet manager renewing the Fleet manager Agreement or following the "Change Workshop" procedure, the Fleet manager Account, Driver Accounts and all Services provided through them shall cease definitively.

#### **Renewal of the Fleet manager Agreement, "Change Workshop" and Data storage**

The Fleet manager has up to 180 (one hundred and eighty) days from termination of the Fleet manager Agreement to decide whether to renew it with the previous Workshop or follow the "Change Workshop" procedure without having to activate the procedures for creating new Fleet manager Accounts and Driver Accounts or the procedure for preliminary alignment of the eTRUCK Devices. During that period, TEXA will keep the Fleet manager Data and Driver Data in accordance with the Privacy Notice for reactivation of the Fleet manager Account and Driver Accounts. Vehicle Data related to interventions and maintenance carried out up until the termination date of the Fleet manager Agreement will be kept by TEXA for 90 (ninety) days from termination of the Fleet manager Agreement. The Fleet manager acknowledges that if renewal of the Fleet manager Agreement or "Change Workshop" takes place after the 90 (ninety) day period from termination of the Fleet manager Agreement, all Vehicle Data related to the Workshop's interventions carried out in the previous period will be definitively cancelled and can no longer be recovered or displayed by the Driver or Fleet manager.

#### **"Change Workshop" Procedure**

If the Fleet manager intends to activate the "Change Workshop" procedure he should inform TEXA at the site [www.texa](http://www.texa).

com/products/etruck. TEXA will make the migration procedure of the eTRUCK Devices available after which the eTRUCK Devices will be aligned with the new Workshop.

The "Change Workshop" procedure only applies when the Fleet manager is recognised as the owner of the eTRUCK Devices by the eTRUCK Workshop Web Portal that did the installation. In all other cases the Fleet manager shall be required to cancel his Agreement with the previous Workshop and conclude another Fleet manager Agreement with the new Workshop (with supply of new eTRUCK Devices) by following the preliminary activation procedures of the Accounts and alignment of the eTRUCK Devices.

The Fleet manager acknowledges that during changeover and alignment of the new Workshop with the eTRUCK Device and the App, it is possible that there are temporary malfunctions of the Service or the eTRUCK Fleet Web Portal and the App are not properly connected to the new Workshop. The Fleet manager should inform the Drivers and take the necessary precautions required in such a situation. In all cases when the Workshop is changed the Fleet manager Data and Driver Data will be transferred and made accessible to the new Workshop for supplying the Services and deleted from the previous Workshop.

After conclusion of changeover procedures, the eTRUCK Fleet Web Portal and Driver's Apps shall be aligned and automatically connected to the new Workshop.

#### **Termination of the Driver Account or removal of the eTRUCK Device alignment due to decision of the Fleet manager or Workshop**

Regardless of whether the Fleet manager Agreement has been terminated, during its term the Fleet manager can remove one or more Driver Accounts from the Fleet and the Workshop can deactivate one or more eTRUCK Devices.

In the above cases, none of the Services will be accessible through the App by the Driver whose Account has been deactivated and/or by the Fleet manager who will no longer be able to view Vehicle Data of deactivated eTRUCK Devices via the eTRUCK Fleet Web Portal.

Driver Data and Vehicle Data will be kept and processed in accordance with the Privacy Notice in the terms indicated in the preceding paragraph. Driver Data will be kept for access to the Driver Account for 180 (one hundred and eighty) days from misalignment or deactivation and Vehicle Data shall be kept for 90 (ninety) days from misalignment or deactivation. It is understood that TEXA is extraneous to relations between the Fleet manager, Driver and Workshop and cannot be held responsible for any prejudice caused to the Fleet manager or Drivers by events connected to their relationship.

## **12. RIGHTS OF TEXA**

### **Communication and information**

By signing the Fleet manager Agreement, the Fleet manager accepts that TEXA can communicate with the Fleet manager via telecommunications means and some information on use of the Services, the eTRUCK Fleet Web Portal, TEXA Contents and Driver Data may be shared with TEXA and with any Workshop aligned with eTRUCK Devices installed on Vehicles belonging to the Fleet.

### **Termination and modifications**

TEXA will periodically inform the Fleet about the necessity to do updates or upgrades of the eTRUCK Devices, TEXA Contents and the Services. The Driver will be notified via the App about any update or upgrade of the App itself. If the update or upgrade is to be done for a fee, it can be loaded by the Driver after the Fleet manager pays the fee.

TEXA reserves the right, with or without notice, to disrupt, limit, modify, update, run upgrades and supplement the Services, the eTRUCK Devices and TEXA Contents supplied to the Fleet manager or Drivers or made available through use of an eTRUCK Device (obtained through TEXA, a Workshop or a Platform).

TEXA reserves the right to adjust the prices of the Services (following an order or in the Fleet manager Agreement), it being understood that a reasonable notice period will be provided (by email, TEXA website, Services, eTRUCK Fleet Web Portal or other manner). If such a change leads to higher or too expensive prices for the Fleet manager (except when the higher prices are caused by duties or taxes introduced by the government), he has the right to cancel the Fleet manager Agreement before the date on which such change takes effect or prior to paying the higher price. The Fleet manager can exercise his right to cancel by not confirming the request to pay the higher price when he accesses the eTRUCK Fleet Web Portal.

### **TEXA Contents and Fleet manager Data**

TEXA may at its sole discretion collect and process statistics on use of the Fleet manager Data for improving its eTRUCK Devices, Services and the App, if the Fleet manager gives his consent with acceptance of these conditions.

In relation to the Fleet manager Data, the Fleet manager authorises TEXA to send its Data to third parties for supply of Services.

## **13. TERMINATION AND RESTRICTIONS IN CASE OF DEFAULT OF THE FLEET MANAGER**

TEXA reserves the right at its sole discretion to immediately terminate the Fleet manager Agreement, deactivate the Fleet manager and Driver Accounts, delete Driver Data and Fleet manager Data and completely or partially restrict the Fleet manager's use of his account and Agreement and the Drivers' use of their accounts, the Services and App, without prejudice to any other right, without the necessity for any violation and without any responsibility toward the Fleet manager or any other subject, if

- (i) the Fleet manager fails to comply with or violates any of these Terms
- (ii) payment of the Services, when envisaged, is not made

TEXA reserves the right to deactivate the Accounts of Drivers who defaulted on the terms of use, by notifying the Fleet manager by email at the address supplied upon signing the Fleet manager Agreement or through the eTRUCK Fleet

Web Portal. In case of termination of the Fleet manager Agreement, the Fleet manager is required to return the eTRUCK Devices to the Workshop or destroy them and delete all copies of the Software and TEXA Content in his possession. Upon termination, licenses and user rights granted to the Fleet manager by TEXA will automatically be terminated.

#### **14. LIMITATION OF LIABILITY**

TEXA and its suppliers, sub-contractors, affiliates, officers, directors, employees, agents are not liable towards the Fleet manager, Drivers or third parties for any direct, indirect, special, incidental or consequential damage (including but not limited to damage caused by not being able to use or access the eTRUCK Devices, loss of data, business, profit, disruption of business or similar loss) stemming from or related to the following:

- i. using or impossibility of using or accessing or otherwise execution of an eTRUCK Device or a Service or
- ii. any fraudulent statement made by the Fleet manager or Drivers of the Services
- iii. any violation of these Terms or Driver Terms of Use
- iv. any violation of law or third-party right

If the Fleet manager considers TEXA liable for damages connected in any way to access or use of an eTRUCK Device or a Service or a TEXA Content by the Fleet manager or Drivers, TEXA's responsibility will be limited to the amount actually paid by the Fleet manager for the eTRUCK Device or for the Service in accordance with the Fleet manager Agreement.

#### **15. WARRANTY**

The eTRUCK Device is guaranteed by TEXA against manufacturing and operating defects and against vices of materials and construction components for the duration of 24 months from the date of the first installation of the new eTRUCK Device on the Vehicle belonging to the Fleet by the Workshop shown in the eTRUCK Workshop Web Portal and in the eTRUCK Fleet Web Portal.

The eTRUCK Device must only be used for the purpose for which it was built, and it is dangerous to use it improperly. TEXA cannot be considered responsible for any personal injury or property damage stemming from improper, erroneous or unreasonable use. Repairs of the eTRUCK Device under warranty within the term provided can be carried out solely by the Workshop. The warranty is automatically invalidated in the event of a) installation and/or configuration and activation or repair of the eTRUCK Device by anyone other than the TEXA Workshop; b) negligent, careless or inappropriate use of the eTRUCK Device; c) insufficient maintenance, wear and tear caused by use, incident caused by third parties, incorrect installation of electrical parts, transformation, alteration, tampering, incorrect assembly or disassembly, improper storage; e) software, hardware, interfaces and any other component assembled and utilised with the eTRUCK Device, but not supplied by the Workshop; f) use of the eTRUCK Device in an environment not within the ranges specified; g) inadequately prepared or maintained environment where the eTRUCK Device is used.

It is understood that the systems of the eTRUCK Device, including the App and in particular the software and programmes installed on the eTRUCK Device are complex systems. Technical tests of the software may be insufficient and software installed in the eTRUCK Device may be in need of implementation and improvements as time passes. Such updates and upgrade of the software cannot in any case be considered as design or manufacturing vices of the eTRUCK Device.

#### **16. NON-LIABILITY**

The Fleet manager is committed to holding harmless and defending TEXA, its affiliates, officers, directors, employees, agents, licensors and suppliers by any claim, loss, responsibility, expense, damage or costs, including but not limited to legal fees deriving from or related to use and conduct of the Fleet manager and Users connected to any eTRUCK Device or a Service or any of the TEXA Contents or any violation of these Terms, the Driver Terms of Use, provisions of law or regulatory provisions or third-party rights.

#### **17. FORCE MAJEURE**

The term force majeure means circumstances preventing respect for TEXA's obligations as set out in these Terms, beyond its reasonable control, including postponed, late and incomplete delivery by TEXA and temporary or partial unavailability of the Fleet manager Agreement, the Driver Accounts, the Services, the Apps, TEXA Contents, Driver Data or Fleet manager Data caused by circumstances beyond its reasonable control. When faced with a force majeure situation all of TEXA's obligations will be suspended. If the period during which TEXA is unable to fulfil its obligations for force majeure causes exceeds ninety (90) calendar days, both Parties has the right to cancel the purchase agreement in writing and TEXA has the right to cancel the Services Agreement without any obligation to pay compensation due to such cancellation.

#### **18. CHANGES**

TEXA reserves the right to make changes and supplementations to these Terms at any time. The most recent version of these Terms are available at TEXA's websites. The Fleet manager is responsible for checking TEXA websites regularly.

#### **19. ENTIRE AGREEMENT**

These Terms (comprising any appendix or modifications to the same contained in the package attached to the eTRUCK Device) and any other condition, where applicable, represent the entire agreement between the Fleet manager and TEXA related to the eTRUCK Devices, including any assistance services, the Services, Apps, Driver Data and Fleet manager Data. If the terms of any policy or programme of TEXA assistance services are in conflict with these Terms, these Terms shall apply. If a provision of these Terms is considered null, invalid, inapplicable or unlawful, the other provisions will continue to remain in full force and be efficacious.



## **20. APPLICABLE LAW AND PLACE OF JURISDICTION**

These conditions and any dispute arising from them are subject to the laws of Italy. The United Nations Convention on Contracts for the International Sale of Good do not apply to these Terms.

Any dispute connected to these Terms of Use, performance of the Services, the App, InApp, and the TEXA Contents in general or operation or use of the eTRUCK Device and termination of the same shall be referred solely to the Court of Treviso, Italy or the Court of Venice dealing with industrial disputes.

## **21. TRANSLATIONS**

The Italian version of these Terms prevail. Any translation is provided only as a courtesy.

## **22. QUESTIONS AND CLAIMS**

For any questions, suggestions or claims regarding these Terms or in the event you wish to contact TEXA for any reason, please go to this page [www.texta.com/products/etruck](http://www.texta.com/products/etruck). TEXA will note the content of the Fleet manager's email, examine every complaint as quickly as possible and send a reply.

I have read and accept the above Terms.

In accordance with and due to the effects of Art. 1341 of the Italian Civil Code, the Fleet manager declares that he specifically approves the following clauses:

Art. 10. The Services. Exoneration from responsibility and conditions for using the Services properly

Art. 11. Termination of the Fleet manager Agreement and changing the Workshop aligned with eTRUCK Devices

Art. 12. Rights of TEXA

Art. 13. Termination and restrictions in case of violation

Art. 14. Limitation of liability

Art. 20. Applicable law and place of jurisdiction