

# DRUST

SAS au capital de 13,906.250 €  
RCS Paris n° 804 752 525  
Head Office : 43 rue du Faubourg Saint Antoine - 75011 Paris

## GENERAL TERMS AND CONDITIONS OF USE

Applicable from July 26<sup>th</sup>, 2018

### I. PURPOSE AND SCOPE OF APPLICATION

The company DRUST, a French *société par actions simplifiée* of a share capital of EUR 13,906.250 (RCS Paris n ° 804 752 525) designs, manufactures, produces and markets connected products and solutions. In particular, it develops a connected appliance that is intended for automobiles and enables, in connection with a mobile application (hereinafter "**the Application**"), the process of vehicle assessment and optimises its operation. The purpose of these General Terms and Conditions of Use is to establish the rules for the use of the Dongle and the Application by the User. Thus, the User undertakes to respect the General Terms and Conditions of Use for every usage of the Dongle and the Application. Consequently, the User accepts, fully and without reservation, all the General Terms and Conditions of Use, before downloading the Application, by checking the box that indicates the phrase "*I agree to the Terms and Conditions*" situated at the bottom of the registration page. Notwithstanding the application of General Terms and Conditions of Use specific to distribution channels chosen by DRUST, these General Terms and Conditions of Use (completed as indicated above) take precedence over any other agreement or contract concluded between DRUST and the User.

DRUST is free to change the General Terms and Conditions of Use at any time. The User is therefore advised to refer regularly to the latest version of the General Terms and Conditions of Use available [on the Website](#).

The applicable General Terms and Conditions of Use are those that are in force on the date of use of the Dongle and the Application, provided that they were communicated during the last update of the Application. Otherwise, the applicable General Terms and Conditions of Use are those that were applicable on the day the Application was downloaded.

### II. DEFINITIONS

In these General Terms and Conditions of Use, words or phrases beginning with a capital letter have the following meaning:

**Application** shall mean the mobile application that connects to the Dongle and can be downloaded from any smartphone.

**Dongle** shall mean the connected appliance meant for automobile and developed by DRUST, allowing collection and transfer of a compatible vehicle's usage data.

**DRUST** shall mean the company which owns all the rights relating to the Dongle and the Application and is identified at the beginning of these General Terms and Conditions of Use.

**Profile** shall mean the information communicated by the User during their registration or during a connection, namely personal data necessary for the use of the Dongle and the Application.

**Customer Service** shall mean the information and assistance service that DRUST provides to the Users. Customer Service can be contacted by email at:

[contact@drust.io](mailto:contact@drust.io) or at help.DRUST.io.

**Website** shall mean the website [www.drust.com](http://www.drust.com) published by DRUST.

**Smartphone** shall mean any phone appliance equipped with Bluetooth 4.0 and compatible with the Dongle and the Application. For information and without any compatibility commitment from DRUST, on the date of current terms, smartphones using Android 4.4 or above are considered compatible.

**User** shall mean any legal person using the Dongle and the Application on a professional or non-professional basis, regardless of where they are located or of how the Application is connected.

### III. PRODUCT DESCRIPTION

The Dongle plugs into the diagnostic socket of any vehicle that meets ISO 15765-4 and ISO 15031-5 standards. Connected to the Application, it allows the User to access a vehicle assessment in real time via their smartphone and to optimise their driving. Before using the Dongle and the Application, the Customer has been duly informed:

- that DRUST will not be held liable in the event of interference of any kind whatsoever between the functioning of the Dongle and the operation of the User's vehicle ;
- that data, and in particular personal data, collected by the Dongle and the Application are collected and processed in accordance with legal provisions.

### IV. ACCESS AND USE OF THE DONGLE AND THE APPLICATION

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1. The telephone and telecommunications charges incurred by using the Application are the sole responsibility of the User. It is the User's responsibility to take all appropriate measures to protect their own data and/or software contained in their smartphone.
2. When purchasing the Dongle and by downloading the Application, the User agrees to provide accurate and complete information. In the event that the User provides inaccurate information, DRUST is entitled to suspend or refuse, immediately and in the future, access to all or part of the Application
3. Being an object connected to a motor vehicle, only informed and consenting adults with a driving license required by existing regulations may use the Dongle and the Application. In accordance with the law and regulations, touching the User's Smartphone in order to use the Application is discouraged while driving, noting that under section R412-6-1 of the Highway Traffic Act, "*The use of a telephone while in the hand of the vehicle driver in traffic is prohibited.*" DRUST will not be held responsible for any use of the Application that contravenes driving regulation.

The violation of these mandatory provisions subjects the User and all persons who have participated to criminal and civil penalties provided for by law.

## **V. USE OF PERSONAL DATA AND RESPECT FOR PRIVACY**

1. Trust is a fundamental value for DRUST, which attaches the utmost importance to respect for the privacy of Users and complies with the provisions of the French Data Protection Act No. 78-17 of 6 January 1978 in its current version, and Regulation (EU) No. 2016/679 of 27 April 2016 on Personal Data Protection (GDPR). Thus, the personal data transmitted by each User, including when (i) purchasing the Dongle, (ii) downloading the Application and each of its updates and (iii) navigating on the Website, are exclusively reserved for DRUST's services. In no circumstance, shall they be transmitted to third parties for the purposes of advertising and promotion without prior consent.
2. User is informed that processing of his personal data is necessary for the provision of DRUST services. This processing is carried out in accordance with the provisions of the Data Protection Act No. 78-17 of 6 January 1978 in its current version and the RGPD. DRUST makes available to Users on its website questions and answers about its privacy policy (accessible [here](#)), explaining how the data is used. At the date hereof, the purposes of the processing carried out by DRUST on the User's personal data are as follows:

- Eco-driving service
  - Trips history service
  - Carrying out vehicle diagnostics
  - Predictive maintenance service
  - Vehicle location service
  - Statistics for accidentology and road prevention
3. User's personal data is not kept for longer than necessary for these purposes. Once the retention period has expired, DRUST destroys User's personal data.
  4. Personal data collected is all secured, encrypted and stored on DRUST servers, with its cloud provider partners. All DRUST servers are hosted within the European Union and are therefore governed by EU legislation.
  5. In accordance with articles 13 to 22 of the GDPR, User is informed that he or she has a right of opposition, access, rectification, portability, deletion, and determination of the fate of his or her personal data after his or her death. Each User may exercise these rights at any time by writing to DRUST's Data Protection Officer by email at [privacy@drust.io](mailto:privacy@drust.io) or by post at:

*DPO*  
*DRUST SAS,*  
*43, rue du Faubourg Saint Antoine*  
*75011 PARIS*

To do this, Users must use the e-mail address provided when creating their profile. If this is not the case, DRUST may the User to prove his or her identity by transmitting a copy of a valid identity document.

Users may also lodge a complaint with the CNIL pursuant to article 77 of the GDPR. For security reasons and in case of doubts about the value and authenticity of the documents produced by the User, DRUST may request any other supporting document. In the event that the User requests opposition to the processing of his/her personal data, the User may be asked to close his/her Profile (in the event that DRUST is unable to provide Services concerned without such processing).

## **VI. DRUST'S INTELLECTUAL PROPERTY**

1. DRUST is the owner of the "AKOLYT" & "Be a Superdriver" trademarks registered with the National Institute of Industrial Property (INPI). Therefore, DRUST is the sole owner of the entirety of the intellectual property of the aforesaid mark, which the User acknowledges.
2. DRUST is the sole owner of all intellectual property rights relating to the Dongle and the Application, the structure and content of the Application and the Website, and all technology developed as part of the creation and manufacture of the aforesaid appliance and the aforesaid Application. DRUST is therefore

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solely able to protect or not its industrial property rights concerning the Dongle and the Application, by a patent or any other intellectual property title, which the User acknowledges.

**3.** These General Terms and Conditions of Use do not imply the transfer of any right to the intellectual property for the benefit of the User. Thus, the User agrees not to use the Dongle and the Application in such a way as to infringe the rights of DRUST and that this usage does not constitute counterfeiting or unfair or prejudicial competition.

## **VII. LIMITATION OF LIABILITY**

DRUST shall not be held liable for any malfunction of the Dongle or the Application, or any interruption of and/or bug in the Application relating to or resulting from a case of force majeure, as defined by French jurisprudence.

DRUST shall not be held liable for any damage suffered as a result of the use of the Dongle or the Application if this damage results, in whole or in part, from the action or omission of the User and/or any third party (if the User does not download the recommended updates for example, etc.).

DRUST shall not be held liable for any malfunction of the Application, if this is due to factors that are not dependent on DRUST (such as a failure of internet service providers, etc.). Similarly, DRUST shall not be held liable for any damage resulting from a functional failure of the smartphone, the medium of the Application.

DRUST does not assume any responsibility concerning functional failure linked to potential risks as identified in paragraph III entitled "*Product description*".

## **VIII. MISCELLANEOUS PROVISIONS**

**1.** If any provision of these General Terms and Conditions of Use is declared null or inapplicable under a law, regulation or as a result of a definitive court decision, it will be deemed void and the other provisions will remain in force.

**2.** The contractual relations between DRUST and the User are governed solely by the provisions of these General Terms and Conditions of Use, supplemented by the General Terms and Conditions of Sale under the conditions described in paragraph I above.

**3.** The User cannot cede all or part of the rights and obligations resulting from the General Terms and Conditions of Use without the prior written consent of DRUST and subject to the strict observance of the conditions stipulated in these General Terms and Conditions of Use.

## **IX. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION**

**1.** The General Terms and Conditions of Sale are subject in all respects to French law.

They have been drafted in the French language, which will be considered, in all cases, as the only valid language in case of dispute with any other translated version.

**2.** DRUST and the User agree to do their utmost to amicably resolve any dispute that may result from the interpretation, execution and/or termination of these General Terms and Conditions of Use.