

## RULES FOR SERVICE

Use of the Service is Subject to these Terms. Your use of FIA Smart Driving Challenge (referred to in this document as ("**Service**") is subject to the terms of a legal agreement between you and Greater Than Svenska AB, (referred to in this document as ("**Greater Than**"), Karlavägen 58, 114 58 Stockholm, Sweden.

### **FIA Smart Driving Challenge Service**

FIA Smart Driving Challenge hereby grants you a non-exclusive, time-limited, non-transferrable, non-sub-licensable, revocable license to use the Service (including the Software) for non-commercial purposes, subject to these Terms.

### **Using the Service**

You may use the Service solely for private and personal purposes. You must not use the Service commercially. For example, you may not offer to third parties a service of your own that uses the Service; you may not resell the Service, offer it for rent or lease, offer it to the public via communication or integrate it within a service of your own, without the prior written consent of FIA Smart Driving Challenge. You must not copy, print, save or otherwise use the data from the Site or the Service's database. This clause does not limit the use of the database as intended by the Software and for the purposes of private and personal use of the Service. When using the Service or the Site you may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing. You agree that you will not use any robot, spider, scraper or other automated means to access the Site or the Service's database for any purpose without the express written permission of FIA Smart Driving Challenge. The Service or Software may not be used in any way not expressly permitted by these Terms.

### **Use of Service**

It is strictly forbidden to send or view any content - while driving. You may just use the service after you have stopped your vehicle in an appropriate location permitted by law. Always drive vigilantly according to road conditions and in accordance with traffic laws.

### Trials

From time to time, we or our FIA Smart Driving Challenge partner may offer trials of any of the subscriptions. Greater Than reserves the right, in its absolute discretion, to determine your eligibility for a Trial, and to withdraw or to modify a Trial at any time without prior notice and with no liability.

When you have been offered free trial you will be informed before the trials runs out how you shall activate a subscription. If you haven't activated any fee-based service before the free trial ends will your account be changed to a free service subscription.

For some Trials, we'll require you to provide your payment details to start the Trial. At the end of such Trials, we may automatically start to charge you for the FIA Smart Driving Challenge Subscription Service on the first day following the end of the Trial, on a recurring monthly basis. By providing your payment details in conjunction with the Trial, you agree to this charge. If you do not want this charge, you must change your Subscription to the Free Service through your FIA Smart Driving Challenge account's settings before the end of the Trial.

### **Registration information**

Use of the Service require registration. When you sign up for FIA Smart Driving Challenge, you are required to provide information such as your name, email, user name and password. You will be able to register other user information, like your gender, birthday, address, partner code and membership code to the partner. You must provide full, accurate and truthful information. Providing wrongful or erroneous information might prevent you from using the Service. Registration data will be used to identify you when you use the Service. The registration data may be used for FIA Smart Driving Challenge to announce and for the user to join event, competition, take part of

communication and promotions for specific user groups. The registration data may be visible for other users.

### **User, username and password**

The user must not be under 16 years old to use the Service. Users of this Service are solely responsible for keeping user names and passwords safe, not to share user accounts for users outside the user's business, not to abuse account, or lend your account to any person / organization / company outside the company. Access to and use of password protected and / or secure areas of this Service is restricted to authorized users. Unauthorized visitors attempting to access these portions of the Service can search and prosecuted.

### **Transfer of personal data**

For use of Service where personal data about customer account can be transferred. The user is hereby acknowledge and agree that by giving Greater Than private or personal user information through the Service, the user has accepted that these data are transferred across international boundaries to the extent necessary to process the information within Greater Thans business.

### **User content**

The Service allows all users of the Software to submit and post information and content to other users ("Submissions" or "Content "). For example, your score, competitions, events, message, etc. You assume sole responsibility for your Submissions and for the consequences of posting them. Share only information and activities with people you trust or you can accept to be public.

Your FIA Smart Driving Challenge information as scores, drives, awards, and friends is open to be reviewed by other FIA Smart Driving Challenge users.

### **The Internet connection is under your responsibility and at your expense.**

Transmitting and receiving real-time updates to and from the Service, require an online (WiFi/3G/4G) connection between your cellular device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as your cellular company), and according to its applicable terms of payment.

### **Location-based Service**

Some features of the Service utilize GPS technology in order to determine your position. These features cannot be provided without utilizing this technology.

## **Groups**

**It you have joined FIA Smart Driving Challenge through an FIA Smart Driving Challenge partner will you automatically join the group. An FIA Smart Driving Challenge partner is normally an organization or a company.**

### **Cookies**

FIA Smart Driving Challenge may use cookies to make the site even better for you. Cookies are information stored on your computer, mobile phone or other device. Cookies can be used for save you need to re-enter username and password every time you log-in. We may use cookies information to collect statics, improve functionalities and for security. You can block the use of cookies by changing settings in your browser. Be aware of disabling cookies may complicate your use of FIA Smart Driving Challenge.

### **Aggregated data**

FIA Smart Driving Challenge use anonymous, statistical and aggregated information to promote the world largest CO2 initiative, spread knowledge to partners and other third party, improve and create services and features. Aggregated data may be used for commercial use.

### **Changes in rules and regulations**

Greater Than reserves the right to change these rules and regulations at any time and users are

responsible to inspect the changes and are automatically bound by any changes in these rules and regulations. Your continuing use of FIA Smart Driving Challenge will indicate your acceptance of updated policy. If you don't agree with updated policy avoid further use of FIA Smart Driving Challenge.

### **Violation of Rules**

Greater Than reserves the right to seek redress to the full extent permitted by law for breaches of these rules and regulations, including the right to deny access.

### **Jurisdiction / Applicable Law**

Swedish law applies and the Service is subject to Swedish law. Any dispute, claim or controversy arising out of, connected with or relating to these Terms, the Software and the Service, will be under the exclusive jurisdiction of the competent court in the Stockholm, Sweden.

### **Rights in content**

When you submit Content to be published on the Service, you represent and warrant that you own all intellectual property rights in the Content; that you are permitted to publish the Content and to permit FIA Smart Driving Challenge to publish the Content and exploit all intellectual property rights in and to the Submissions. FIA Smart Driving Challenge receives no ownership rights in and to the Content of your Submissions. However, by submitting User Submissions to FIA Smart Driving Challenge, you hereby grant FIA Smart Driving Challenge and the users of the Service an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sublicenseable and transferable license to use, copy, distribute, prepare derivative works, display in public and publicly perform the Content. The license granted to FIA Smart Driving Challenge in and to your Submissions is not limited to personal uses, but also extends to any commercial use, at FIA Smart Driving Challenge's sole and absolute discretion. Other users may only use your Content for non-commercial purposes, unless otherwise permitted in advance in writing by FIA Smart Driving Challenge (for the purpose of which you authorize FIA Smart Driving Challenge to be your agent).

### **Copyright and Trademarks**

The trademarks, logos and service marks ("Marks") displayed on the Service are the property Greater Than or other companies. It is prohibited for users to use any Marks for any purpose, including but not limited to, use as metatags on other pages or Services on the World Wide Web without the written permission of Greater Than or third party that may own the Marks. All information and content including any software programs available on or through the Service ("Content") are copyrighted. It is prohibited for users to modify, copy, distribute, transmit, display, publish, license, create derivative works or using any Content available on or through the Service for commercial or public purposes.

### **Exclusion of warranties**

Greater Than can not be held liable for the accuracy or reliability of any opinion, recommendation or statement conveyed through the Service from a party other than Greater Than. Greater Than can under no circumstances be liable for any kind of loss or damage caused by information from this Service. The user is responsible for assessing opinions, advice or other content made available through the Service. Users are recommended to contact professional advisers within Greater Than if necessary to evaluate a specific idea, a council or other content.

### **Refund Policy**

You have the right to refund your purchase within 14 days of the purchase. You will be refunded primarily through the same payment method that you paid for the service with. The cost of standard delivery will not be included in the refund. The refund will not occur if you've used the service within the 14 days. The refund will be sent when the "dongle" (OBD-reader) has been returned to our office. The "dongle" (OBD-reader) shall be returned to our office in standard packaging. Customer pays for shipping fees.

### **Competition Rules**

Every trip over 1km during an event is included in the scoring.  
Total distance driven during an event must exceed 10km.

#### Reckless driving:

In the case of a driver scoring 13 or above in five trips or in one trip over 50km, in one event, the following actions will be taken:

1. The first time, the driver will receive a written warning.
2. The second time, the driver will receive a written warning and be disqualified from the current event.
3. First time and if it happens in following event, the driver will be disqualified for the season.

#### Excessive driving:

To prevent addictive driving and misuse of competition. During one calendar day from 00.00.00 to 23.59.59, only the first two trips of similar geography counts to the scoring. The third trip of that similar kind will not be included into the driver score and visualized in the app, as "greyed out". During one event, only 10 trips over seven days (max two per day) of the same kind will contribute to the driver score.

#### **Responsibility**

Greater Than expressly disclaims all liability (whether based on contract, tort, strict liability or otherwise) for any direct or indirect, incidental, consequential or special damage that may have arisen in connection with or otherwise been associated with visits or use of the Service (even if Greater Than have been informed of the risks of such damages) including liability associated with any viruses that may infect a user's equipment.

#### **Privacy of users of communication**

Greater Than reserves the right to use and exploit the information in such communications (including suggestions, knowledge and other intellectual property) in the parent companies, subsidiaries and affiliates for any purpose deemed appropriate by Greater Than.

#### **Linked materials**

Greater Than prohibits caching of unauthorized hypertext links to the Service and frame handling of content made available through the Service. Greater Than reserves the right to disable any unauthorized links or frames and disclaims responsibility for the content on other Services linked to this Service. Connections to other Web Sites linked to the Service is at user's own responsibility.

#### **Post and messages**

For use in connection with electronic bulletin boards or chat pages on the Service. Greater Than have the right to review messages, information or content sent ("Messages") to the Service by users, and acknowledges no liability or obligation relating to such messages. Greater Than will occasionally check messages on the Service and may deny and / or delete messages with the following characteristics: Unlawful, harassing, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including but not limited to, material which may encourage crime, give rise to civil liability or otherwise violate any applicable local, state, national or international law. Advertisements or solicitations of any kind. Messages of employees in Greater Than who are not authorized spokespersons, speaking on behalf of Greater Than. Messages that offer unauthorized downloads of copyrighted or private information. Messages sent by the same users, with similar content. All types of chain letters.

#### **Advertising**

Some of the Service is supported by advertising revenue and may display advertisements and promotions, and you hereby agree that Greater Than may place such advertising and promotions on the Service or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.

Greater Than may incorporate advertisements and/or information of commercial nature in the Service, the source of such information may originate from Greater Than or from third parties. If such information originates from third parties, Greater Than cannot guarantee its reliability or accuracy. It is underscored that the advertising of commercial content by Greater Than does not constitute a recommendation or encouragement to procure the goods or services advertised. Insofar as the Software includes links to services or applications not operated or managed by Greater Than, Greater Than will not be liable for any form of liability arising from your reliance on, or in connection with, the content of such services and applications or any information provided by them, including but not limited to its completeness, accuracy, correctness or it being up-to-date. Greater Than will not be liable for any direct or indirect damage, monetary or otherwise, arising from your use of or your reliance on the content of services you have accessed via links on the Software.

### **Advertising campaigns**

Greater Than may permit, solicit or contract certain other companies to conduct advertising campaigns on the Services. The advertisements that you see when accessing the Services are redirected from the servers of those advertising companies and may be geographically or contextually targeted. Some advertisers may use cookies on your computer. The cookies enable them to collect information about sections and features that you have accessed, advertisements posted on those sites and the advertisements that you have viewed. In this manner advertisers try to customize advertisements to your preferences and for their own business purposes. The advertisers' use of cookies is subject to their own privacy policies and not to this Policy. If you wish to study the privacy policies of those advertisers you should visit their services, or contact them directly.

The Service includes an internal messaging system which provides you the ability to send and receive messages to and from other users, and to receive messages from us and from the third party companies with advertisers we work with. You hereby agree that we, and or such third party advertisers whom we allowed to conduct advertising campaigns on the Services, may use your contact details for the purpose of informing you regarding products or services, which may interest you and to send to you advertisements and other marketing material, transmitted to your internal messaging account. You further consent that we may send such information to the e-mail address you have provided. The foregoing consent constitutes consent to transmission of advertisements, according to any applicable law. This consent applies on every message sent via the Service whether by Greater Than.

Please note however that other FIA Smart Driving Challenge-users are not allowed to use your contact details or our internal messaging account for commercial advertising purposes. If you have encountered any user generated advertising material, please inform us through the "Contact Us" page on the Site [www.fiasmartdrivingchallenge.com](http://www.fiasmartdrivingchallenge.com). Greater Than does not accept any liability for any loss, damage, cost or expense that you may suffer or incur as a result of or in connection with any user's advertising material.

You may withdraw your consent via written notice to Greater Than or on the same manner as the advertising was transmitted to you. It is clarified that we are not responsible for the content of said advertisements and the products delivered or services rendered thereby by third parties and you irrevocably and unconditionally agree that shall not be held responsible or liable in connection thereof.

### **Availability**

The Service is provided "as is". Sometimes the Services to be inaccessible or may be affected by faults or maintenance, or to circumstances beyond our control. No warranty is given for functionality, availability or performance of our Services. We reserve the right to modify, suspend or remove content from our Services, to suspend your registration or access to our Services, or to cancel a place or Service feature at any time without informing and whether any breach of this Agreement occurs. You are responsible for charges to your ISP and all other fees associated with your use of our Services. You must not damage, interfere with or disrupt access to our Services or their content, or do anything that may impair functionality or interfere with another person access to our Services or their content. You may not use the Services or their content in any manner that is unlawful or damaging Greater Than, its affiliates or any other person.

You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of the Service and that the use of the Service is entirely at your own risk. You acknowledge that you must observe all traffic laws while using the Service. You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of any hardware, laptop, pc, smartphone, OBD2-reader and car you use together with the Service is entirely at your own risk and FIA Smart Driving Challenge have no warranties in any case.

FIA Smart Driving Challenge, including its officers, directors, shareholders, employees, sub-contractors, agents and partners will not be liable for any direct, indirect, incidental or consequential damage, or any other damage, and loss (including loss of profit and loss of data), costs, expenses and payments, either in tort, contractual, or in any other form of liability, arising from, or in connection with the use of, or the inability to use the service, or from any failure, error, or breakdown in the function of the service, or from any fault, or error made by our staff or anyone acting on its behalf, or from your reliance on the content of the service, including, without limitation, content originating from third parties, or from any communication with the service, or with other users on or through the service, or from any denial or cancellation of your user account, or from retention, deletion, disclosure and any other use or loss of your content on the service. In any event, your sole remedy will be limited to correcting such errors, or malfunctions, and in light of the relevant circumstances.

Additionally, and without derogating from the above clause, FIA Smart Driving Challenge will not be liable for any form of liability arising from your reliance on, or in connection with, the use of the content of commercial information posted on the Service. Such information may be presented in the Service (such as indications for the locations of establishments, their commercial offers, etc.) or otherwise.

FIA Smart Driving Challenge will not be liable for any form of prizes set up by other users in the Service.

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