

Volvo Connect – Terms of Use

1. Background

1.1. Volvo Truck Corporation is providing Volvo Connect – a platform where owners of vehicles, their employees and other authorized representatives of the vehicle owners can access information services related to its vehicles (“**Volvo Connect**”). Volvo Connect is provided in accordance with these terms of use (the “**Terms**”).

1.2. These Terms govern the relationship between you or the company you represent or have been authorized to represent, (the “**Customer**” or “**you**”) and Volvo Truck Corporation, a company incorporated in Sweden under company registration number 556013-9700, and any company within the AB Volvo group of companies (“**Volvo**”, “**we**” or “**us**”), in relation to the access to, and use of, Volvo Connect. Please read the Terms carefully before proceeding with your access to and use of Volvo Connect.

1.3. Volvo reserves the right to amend the Terms at any time. Any new versions of the Terms will be published on the Volvo Connect site, with or without notice, and it is your responsibility to regularly check the Terms for updates and changes. Your continued use of Volvo Connect following the publishing of a new version of these Terms will mean that you accept and agree to the changes.

1.4. By accessing and using Volvo Connect, you confirm that you have reviewed the Terms and that you agree to be bound by them. If you do not agree with them, you are not allowed to use Volvo Connect and the services provided in connection thereto.

1.5. Volvo Connect is a platform where you can access and use services and tools relevant to your vehicle or fleet of vehicles (the “**Services**”). You will be able to register, and thereby access information about, vehicles registered on your Volvo Connect user account. You are only allowed to register vehicles which you own or are otherwise under your legal possession (e.g. vehicles leased by you). If a vehicle, for any reason (e.g. the lease expires), is no longer under your legal possession you shall immediately delete such vehicle from your Volvo Connect user account.

1.6. You acknowledge that the Data Management Agreement, available at the following web site: <http://tsadp.volvotrucks.com/>, is an integral part of the Terms and agree that the terms of that agreement apply to any data processing in relation to Volvo Connect.

1.7. You acknowledge that, by granting access to Volvo Connect to another user as an authorized representative that will act on your behalf, such chosen authorized representative will be able to access certain information that is displayed on the Volvo Connect portal. The level of information displayed to the authorized representative is based on your set-up of services in Volvo Connect. You further acknowledge that such authorized representative may act on your behalf in regards to modifying settings in applicable parts of the Volvo Connect portal that are set-up and chosen by you as part of the services in Volvo Connect, as well as adding and removing user accounts.

2. Volvo Connect and Services

2.1. The Services available through Volvo Connect may be provided by Volvo (“**Volvo Services**”) or by independent third parties (“**Third Party Services**”). In addition to these Terms each Service may be subject to separate terms and conditions which the Customer must agree to before being able to access and use such Service.

2.2. Volvo may, at its sole discretion, make new Services available through Volvo Connect and cancel existing Services.

2.3. Volvo may, in its discretion, make changes to Volvo Connect and the Volvo Services. When we make changes that we consider material, we will notify you. By continuing to use Volvo Connect after those changes are made, you are expressing and acknowledging your acceptance of the changes. If you do not agree to the changes and these Terms of use, you may not continue to use Volvo Connect or the applicable Volvo Service.

2.4. For the avoidance of doubt Volvo is not in any way responsible for any Third Party Services accessible or made available through Volvo Connect. Third Party Services are not under Volvo’s control and Volvo is not responsible for and does not endorse the functions or content, including any information or materials, made available through Third Party Services.

3. Your use of Volvo Connect

3.1. When creating and using Volvo Connect you will provide certain data, such as information about you, relevant vehicles and contact information. In order to provide Volvo Connect we will use and process the provided data. We will always use your data in a way that is fair and worthy your trust. In order to provide different functionalities of Volvo Connect, the information you provide may also be accessible for other users.

3.2. By accepting the Terms you grant Volvo a non-exclusive, free of charge and transferrable license to store and use, reproduce, transfer and display the information and material you provide Volvo through your use of Volvo Connect and the Services (including pictures and vehicle journal).

3.3. When using Volvo Connect you undertake to:

- (i) if you are a representative of a company, ensure that you have the right and authority to accept these Terms of use on behalf of the company you represent. Volvo may require you to provide additional information or documentation demonstrating your authority to accept these Terms;
- (ii) represent and agree that Volvo Connect will be used only by you or other individuals you authorize to use Volvo Connect on your behalf;
- (iii) ensure you are entitled to use or that you own the vehicles you provide information regarding;
- (iv) ensure that the information you provide to Volvo is accurate and up-to-date, including but not limited to information that can be related to changes of ownership of the vehicles you provide information about, and that you or any user you authorize have the right to provide such information to Volvo;
- (v) follow any written instructions for the use of Volvo Connect provided by Volvo from time to time; and
- (vi) follow any laws and regulations that apply when using Volvo Connect, including but not limited to applicable competition law(s) and not use Volvo Connect for anti-competitive purposes.

3.4. When using Volvo Connect, you are responsible for maintaining the confidentiality of your account. You undertake to, at all times, ensure that your user credentials (such as user name and password) are kept confidential and secure that no unauthorized third parties may access your user credentials or your account. You agree to accept responsibility for all activities that occur on your account or under your password. If your password is lost or stolen, or if you suspect unauthorized use of your account by third parties, please notify us and change your password immediately.

4. Information Systems Clause

4.1. You are aware that Volvo vehicles are equipped with one or more systems which may gather and store information about the vehicle (the “**Information Systems**”), including but not limited to information relating to vehicle condition and performance and information relating to the operation of the vehicle (together, the “**Vehicle Data**”). You agree not to interfere with the operation of the Information System in any way.

4.2. Notwithstanding any termination or expiry of these Terms, you acknowledge and agree that Volvo may: (i) access the Information Systems at any time (including remote access); (ii) gather the Vehicle Data; (iii) store the Vehicle Data on Volvo group systems; (iv) use the Vehicle Data in order to provide services to you, as well as for Volvo’s own internal and other reasonable business purposes; and (v) share the Vehicle Data within the Volvo group and with selected third parties.

4.3. You shall ensure that any driver, or any other individual, authorized by you to operate the vehicle: (i) is aware that personal information relating to them may be gathered, stored, used, shared or otherwise processed by Volvo; and (ii) is referred to or provided with a copy of the applicable Volvo privacy notice (available at www.volvogroup.com/privacy).

5. Intellectual property rights

5.1. Volvo is the owner and/or authorized user of all design, text, content, information, selection and arrangement of elements, organization, graphics, design, compilation and other matters related to Volvo Connect and the Volvo Services ("**Intellectual Property Rights**"). Your use of Volvo Connect does not grant you a license to the Intellectual Property Rights. Nothing contained in Volvo Connect should be construed as granting any license or right to use any Intellectual Property Rights without Volvo's written permission or that of the third party rights holder.

6. No warranties

6.1. Volvo Connect are provided on an "as is" and "as available" basis. No representations or warranties, whether expressed or implied, are made regarding any aspects of Volvo Connect, including but not limited to, (i) implied warranties of merchantability, fitness for a particular purpose, title or non-infringement, or (ii) the accuracy, availability and accessibility of Volvo Connect. Further, Volvo makes no representation or warranty that Volvo Connect will be error-free, free of viruses and other harmful materials, nor that Volvo Connect will operate without interruption.

6.2. Volvo makes no representations with respect to the accuracy of the data displayed in Volvo Connect or the Services.

6.3. Volvo Connect is dependent upon Internet connection. Due to the nature of the Internet, uninterrupted connection cannot be guaranteed and the feature may accordingly be occasionally unavailable due to lost Internet connection.

7. Indemnification and limitation of liability

7.1. You agree to indemnify and hold Volvo, its officers, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries and affiliates, harmless from any demands, damage, loss, liability, claims or expenses (including attorneys' fees) made against Volvo for your use of Volvo Connect or the Services in violation of these Terms.

7.2. To the fullest extent permitted by law and unless otherwise expressly provided in these Terms or the specific terms of any Volvo Service accessible and provided through Volvo Connect, Volvo shall have no liability for any damage or loss of any kind caused in connection with your use of Volvo Connect or the Services, regardless of how it was caused and whether such damage or loss was foreseeable or not.

7.3. The limitation of liability in Clause 7.2 includes but is not limited to liability for any special, indirect, incidental, consequential damage or loss of any kind, regardless of how it was caused and including but not limited to, loss of profit, loss of reputation or goodwill, loss of production, loss of business or business opportunities, loss of revenues or anticipated savings, or loss or corruption of data or information.

8. Miscellaneous

8.1. You may not assign nor transfer any part of your rights or obligations under these Terms without the prior written consent of Volvo.

8.2. Volvo may assign and/or transfer all of its rights and obligations under these Terms.

8.3. In case of any conflict between these Terms and any terms of use regarding a specific Volvo Service, the terms of use of the specific Volvo Service shall take precedence.

8.4. If any part of these Terms is determined to be invalid or unenforceable pursuant to governing law, including but not limited to the limitation of liability set forth above, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the wordings and spirit of the original provision. The remainder of the Terms shall continue in effect.

9. Term and termination

9.1. These Terms shall apply between the Customer and Volvo until terminated by either party by giving the other party notice to that effect.

9.2. In particular, Volvo may terminate these Terms at any time and with immediate effect in the event of actual or suspected unauthorized use of Volvo Connect, or the non-compliance of Clause 1.5, Clause 3 or Clause 5 of these Terms.

9.3. If Volvo terminates these Terms pursuant to Clauses 9.1 or 9.2, you agree that Volvo shall have no liability or responsibility to you to the fullest extent permitted by applicable law.

10. Governing law and disputes

10.1. These Terms, including Clause 10.2, shall be governed by and construed in accordance with the laws of Sweden, excluding its conflict of laws principles providing for the application of the laws of any other jurisdiction.

10.2. Any dispute, controversy or claim arising out of, or in connection with, these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the institute – taking into account the complexity of the case, the amount in dispute and other circumstances – determines, in its discretion, that the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators. The seat of arbitration shall be Gothenburg, Sweden. The language of the arbitration shall be English (unless otherwise agreed by the disputing Parties).

10.3. All arbitral proceedings conducted pursuant to Clause 10.2, all information disclosed and all documents submitted or issued by or on behalf of any of the disputing Parties or the arbitrators in any such proceedings as well as all decisions and awards made or declared in the course of any such proceedings shall be kept strictly confidential and may not be used for any other purpose than these proceedings or the enforcement of any such decision or award nor be disclosed to any third party without the prior written consent of the Party to which the information relates to, or as regards to a decision or award, the prior written consent of all the other disputing Parties.