



Terms of Use - autoSense

1 Parties

The present Terms of Use - autoSense (hereinafter referred to as "Contract") apply between autoSense AG, Badenerstrasse 141, 8004 Zurich (hereinafter referred to as "autoSense") and you as user of the autoSense services (hereinafter referred to as "Customer").

2 Object

The object of this Contract is the provision of the autoSense service (hereinafter referred to as "Service") by autoSense AG and the use of this Service by the Customer. The Service provided in two different options:

- Option 1 consists of providing an OBD2 adapter (with or without a WiFi function) including a SIM card to connect a vehicle to the Service (hereinafter referred to as "Adapter"), access to vehicle data via the autoSense applications (autoSense APP and/or autoSense Fuel APP) installed on the Customer's mobile device (smartphone or tablet) (hereinafter referred to as "autoSense Apps") as well as an optional WiFi hotspot, which makes wireless access to the internet possible (for WiFi-enabled Adapters). Furthermore, the Customer can use additional services from service partners of autoSense AG, however, these are not part of the present Contract.
- Option 2 consists of providing autoSense Fuel APP without the OBD2 adapter.

3 Registration and Acceptance of the Contract

By completing his information or concluding registration, the Customer confirms that they have read this Contract and accepted it without changes as well as the accuracy of their information. The Customer is liable to autoSense for the accuracy of their information or for damages arising from incorrect or insufficient information. The Service is only activated after the Customer's registration conforms to all legal requirements. If it becomes apparent after registration has been concluded that the Customer has provided incorrect or incomplete information or uploaded insufficient identification documents, autoSense AG can demand rectification or completion of the information or identification documents or deactivate the already activated Service without compensation.

4 Entry into Force, Duration and Termination

4.1 General

The Contract is constituted when the Service is activated. The Contract is not limited in time and can be terminated by the Customer in autoSense Apps at the end of each month by complying with a 30-day notice period. autoSense AG can terminate the Contract at the end of each month with 30 days' notice. The Customer is informed of the termination in a suitable manner (e.g. by email or in autoSense Apps).

Furthermore, autoSense AG can terminate the Contract with immediate effect and without compensation if the Customer breaches the Contract (e.g. in the event of incorrect or incomplete information in the context of registration) or if the Service is suspended. The Customer is informed of the termination in a suitable manner (e.g. by email or in autoSense Apps). Should the Customer



breach the Contract, autoSense AG can block the Service beforehand with immediate effect and without compensation.

4.2 Consequences of Termination of Contract

On termination of the Contract, autoSense AG suspends the provision of the Service immediately. The user account as well as the Customer and vehicle data (Point 8) are deleted no later than 60 days after termination of Contract, unless statutory archiving obligations oppose such deletion.

If the service provided consists of Adapter, additionally the Customer must remove the Adapter from the vehicle. The Adapter may no longer be used after termination of Contract. When the Adapter is removed, the collection of additional data (Point 8) is interrupted. All data that is collected after the end of the Contract via the SIM card integrated in the Adapter is deleted immediately.

At the end of the Contract, the call number as well as other address elements revert back to autoSense AG without compensation.

5 Services and Prices

5.1 autoSense Apps : there are two mobile applications, autoSense APP and autoSense Fuel APP

autoSense APP

The Customer has access to the following information and functions via the autoSense App:

- **MyCar:** Static and dynamic information about the vehicle (incl. tank level, battery status and mileage);
- **MyTrip:** Logbook with historic trip data (incl. departure point and destination, length of trip and time travelled);
- **MyDrive:** Driving statistics based on different parameters (abrupt acceleration and braking, sharp corners, time travelled, number of kilometres travelled, etc.);
- **NotifyMe:** Push notifications when the vehicle is tampered with, moved, the battery is low or the Adapter is removed. The function NotifyMe also includes notifying the service partners of autoSense AG (Point 7) in connection with their services (e.g. making appointments, site-specific actions, etc.). In addition, the Customer can share his data with other users via the autoSense App;
- **MyServices:** Services by service partners of autoSense AG, such as car repair shops, petrol stations, insurances, roadside assistance, parking garages etc. which can be added to the autoSense App individually and offer the Customer services suited to his user profile (Point 7).

Additional information about the autoSense App and the individual functions can be found on the website of autoSense AG (autosense.ch).

autoSense Fuel APP

The Customer has access to the following information and functions via the autoSense Fuel App:

- **Fuel type:** Show you the fuel type registered based on either the data we read with Adapter or given by the customer during registration process ;
- **Fuel Level:** Dynamic information about the vehicle tank level based on the data we read with Adapter if available, for the Service without adapter this data is not available;



- **Mileage:** Dynamic information about the vehicle mileage (KMstand) based on the data we read with Adapter if available, for the Service without adapter this data can be entered manually by the customer;
- **History:** All previous Fuel transactions made using the autoSense Fuel APP since the registration and activation of autoSense Fuel APP;

5.2 MyWiFi (only for WiFi-enabled Adapters)

The WiFi function "MyWiFi" contains wireless internet access via the SIM card integrated in the Adapter. The Customer can activate "MyWiFi" in the autoSense App. The data packages can subsequently be obtained via the autoSense App.

"MyWiFi" is available in Switzerland and abroad (list of countries available at autoSense.ch).

Additional information about "MyWiFi" can be retrieved from the website of autoSense AG (autosense.ch).

5.3 Hardware

As mentioned in chapter 2, for the service based on option 1, the Adapter incl. SIM card required for the Service is provided by autoSense AG or a sales partner. The Adapter belongs to the Customer, the SIM card integrated in the Adapter remains the property of autoSense at all times.

5.4 Support

For support a FAQ with frequent questions/ answers as well as contact information is available to the Customer on the website of autoSense AG (autosense.ch). autoSense AG endeavours to answer support requests as quickly as possible. Troubleshooting occurs according to the "best- effort" principle.

5.5 Prerequisite

For the service requiring the Adapter, it must be connected to the Customer's vehicle. Installing the Adapter is the Customer's responsibility. The vehicle must be registered in Switzerland and have an OBD2 interface. The Service is generally available for all common vehicles from model year 2001 for gasoline engines and for all common vehicles from model year 2004 for diesel engines. Deviations from this are possible and remain subject to approval. The available functions depend on the make, model and model year.

In addition, the autoSense Apps must be installed on the Customer's mobile device in order to use the Service. For Android operating systems the autoSense Apps are supported from version 4.2 and for iOS operating systems from version 9.

Both the SIM card integrated in the Adapter and the mobile device that the autoSense Apps are installed on require an internet connection for the Service to function. Included in the Service is the data connection over the SIM card integrated in the Adapter (excl. data usage for the WiFi function "MyWiFi"). The Customer is responsible for the internet connection of the mobile device including the corresponding fees. Furthermore, GPS coverage is required for collecting the localisation data.

5.6 Prices

Adapter:

The price of the adapter incl. SIM card is quoted when ordered. The price includes the data connectivity necessary to transmit the vehicle data.

If the customer has purchased the adapter at a discount or free of charge, then from the time the service is activated, without interruption, he must for a period of at least 12 months use either (i) the autoSense app with a monthly basic fee of CHF 5.00 (see below) or (ii) the services of the service



partner from whom the customer has purchased the adapter at a discount or free of charge and for which it is necessary to pass on data to this service partner (see below, in which case the monthly basic fee does not apply). Otherwise autoSense AG will charge the customer the official sales price of the adapter after 12 months. If this contract is terminated before the expiry of the 12 months mentioned above, the customer must return the adapter to autoSense AG without compensation within 14 days of termination of the contract, otherwise autoSense AG will charge the customer the official sales price of the adapter. Furthermore, autoSense AG has the right, in case of permanent removal of the adapter from the OBD-2 interface (> 29 days), in case of failure to use the services of the aforementioned service partner or in case of failure to pay the monthly basic fee, to demand from the customer the return of the adapter without compensation or to charge the customer the official sales price of the adapter. If the adapter is returned, it becomes the property of autoSense AG.

Monthly basic fee:

For autoSense APP, the monthly basic fee of CHF 5.00 (incl. VAT) is invoiced to the Customer at the end of each month. If the Customer uses services from a service partner of autoSense AG via the autoSense app, which require a transfer of data to this service partner (see Point 7 and 8), the monthly basic fee is not charged for those months in which the services of the respective service partner are activated for at least 25 days.

The service with option 2, consisting of autoSense Fuel APP without the adapter is provided free of cost. The customer pays for the Fuel purchased using the app using the valid payment card added in app settings by the customer

Data packets (at "MyWiFi"):

When acquiring the data packets required for the WiFi function "MyWiFi", their prices as well as the respective validity period are made known in the autoSense App. The data packets are valid for use of the WiFi function "MyWiFi" in Switzerland and abroad (list of countries available at autosense.ch). In order to determine the available credit, the counter reading of the accounting system of autoSense AG is decisive. The Customer is personally responsible for topping up the data on time. Credits can neither be reimbursed nor transferred to other mobile network providers. When the credit is "zero" (no active data packet) the WiFi function "MyWiFi" cannot be used.

autoSense AG can offer the Customer discounted data packets if the Customer has an inOne mobile subscription with Swisscom (Schweiz) AG. For other kinds of subscriptions as well as prepaid a discount is excluded. The Customer agrees that autoSense AG will use the mobile number specified by the Customer in the context of registration in order to check whether a corresponding contract exists between the Customer and Swisscom (Schweiz) AG on the provision of mobile network services and which form of inOne mobile is involved here (e.g. inOne mobile S) at the time of acquiring data packets. The Customer authorises Swisscom (Schweiz) AG to disclose the existence or non-existence of such a contract as well as the respective inOne mobile form to autoSense AG.

Other:

autoSense AG can also make prices known directly before using a specific Service on its website (autosense.ch) or in another suitable manner.²

6 Use of the Service by the Customer

The Customer is responsible for ensuring the lawful and contractually agreed use of the Service, also by third parties (e.g. other drivers of the vehicle).



The SIM card integrated in the Adapter cannot be used for voice and SMS/ MMS communication.

The SIM card may not be removed from the Adapter.

The Customer must ensure that they have the right to install the Adapter in the respective vehicle and connect the Service to and use it with the respective vehicle. Furthermore, they must ensure compliance with the relevant legal and official specifications (in particular, on road traffic and passenger transport) in connection with installing the Adapter in the vehicle and using the Service.

For autoSense Fuel App the customer ensures that the fuel type is correct and take necessary actions to change this before fuelling. The service is based on the data provided by the customer if there is no adapter installed.

The electromagnetic fields caused by the transmitting and receiving systems of the respective network provider or by the Adapter can interfere with the functioning of other devices (e.g. hearing aids, heart pacemakers or household appliances). In order to prevent interference, the safety and usage conditions of the manufacturer must be followed and a sufficient distance maintained. The Customer shall inform themselves about the prohibitions and restrictions of use (e.g. road traffic, air traffic) and comply with these.

7 Services provided by the Service Partners of autoSense AG

The service partners of autoSense AG, from which the Customer can acquire additional services (MyService) (e.g. roadside assistance, vehicle insurance, auto repairs, etc.) are listed in the autoSense App. Certain services by the service partners can be pre-installed in the autoSense App based on the sales channels selected by the Customers (e.g. car dealerships). Acquiring such services is based on a separate contract between the Customer and the respective service partner. autoSense AG is not a party to this contract and thus rejects any responsibility, liability and warranty for the services of the service partner, their functionality and content.

In the event that the service of a service partner is pre-installed in the autoSense App and the Customer rejects the disclosure of data to the service partner required for the service or does not accept the contract, the autoSense App may not be able to be used. In this case, autoSense AG is entitled to demand that the Customer return the Adapter.

8 Data Protection

The responsible and legally compliant handling of data is important to autoSense AG. autoSense AG adheres to applicable laws at all times, in particular to the Swiss Telecommunication and Data Protection Act. autoSense AG only collects, stores and processes data that is required to fulfil legal provisions, to provide and develop the Service, namely the guarantee of a high Service quality, for the security of operation and infrastructure, to perform the contract, to complete and care for Customer relations as well as for invoicing.

The Customer acknowledges the fact that collecting, storing and processing personal data and other data about the Customer and the vehicle connected to the Service (hereinafter referred to as "Data") by autoSense AG and third parties engaged by autoSense AG is necessary, and they expressly consent to this. Collecting, storing and processing in particular involve the following data/ data categories:

- Data associated with data connections occurring via the SIM card (date, time, duration, data volumes (uploaded and downloaded) etc.);



- Data collected in the context of registration (title, first name/surname, email address, telephone number, address, nationality, date of birth and Customer's email address, copy of identity document, vehicle VIN number, fuel type);
- Data collected in the context of installing the autoSense Apps (call number of the mobile device on which the autoSense App has been installed);
- Vehicle data (GPS tracking system, Customer's driving style or that of person driving the vehicle such as speed deviations, sharp corners, abrupt acceleration and braking, etc.);
- Data on trips (information on trips undertaken such as departure point and destination, length of trip, time travelled, etc.);
- Fault reporting (engine faults, DTC codes, etc.);
- Other vehicle data (tank level, mileage, battery status, vehicle model, mass and weight, etc.);
- Information about the Adapter (IMEI, serial number, hardware version, signal strength, etc.);
- IMSI of the SIM card;
- Information about the mobile device being used (device ID, manufacturer, type and version of the operating system, language, autoSense App version, etc.);
- Payment information (incl. credit card details);
- Other data (inter alia, contract information, Customer activity data such as information about data packet purchases and use of Customer account, evaluations, etc.).

The Customer expressly agrees that autoSense AG:

- stores and processes the data in Switzerland and abroad or has it stored and processed by a third party;
- uses the data to provide the Service and, discloses it to its service partners – with the Customer's prior consent. Such disclosure is made to the extent required by the respective service partner to provide its own services.

autoSense AG is obligated to provide information about the Customer to the relevant authorities at their request and in accordance with legal provisions as well as about the data processed.

The Customer is responsible for informing the persons concerned (driver, passengers) about the activated Service and the collection, storage and processing of data concerning them and possibly to obtain the necessary consent.

Collecting, storing and processing the data transmitted via the SIM card integrated in the Adapter begins as soon as the Service has been activated and the Adapter is plugged into the corresponding socket on the vehicle (OBD2 interface) and ends when it is removed.

The Customer has the right to request confirmation from autoSense AG whether personal data is processed by autoSense AG or third parties engaged by it and if so, to receive information about the processing of their personal data. If envisaged by the data protection act applicable to the Customer (in particular, the EU-GDPR), the Customer can also restrict the processing of their personal data, exercise their right to data portability, to rectify their personal data, have it erased ("Right to be forgotten") or blocked, withdraw consent previously given and raise objection against their personal data being processed.

The Customer can send their request including a copy of their identity document to the following address: support@autosense.ch.



autoSense AG reserves the right to assert the legally provided restrictions on its part if, for example, it is obligated to store or process certain personal data, has an overriding interest to do so or requires it to assert claims. Exercising the above rights can conflict with contractual agreements between autoSense AG and the Customer (e.g. on the provision of services) and lead to consequences such as a premature rescission of contract or costs. In these cases, autoSense AG will inform the Customer in advance.

Furthermore, the Customer has the right to lodge a complaint with the relevant supervisory authority for data protection. The supervisory authority for data protection in Switzerland is the Federal Data Protection and Information Commissioner (FDPIC).

9 Warranty and Liability

9.1 General

There are no assurances or warranties with regard to availability, quality, security, operation or support. In particular, an assurance or warranty with regard to mobile communication technology and mobile network coverage is not provided. So-called dead spots are also possible in areas described as "covered". Network coverage abroad depends on the network of the respective roaming partner and its technical and operational options. In the event of failures and disruptions, autoSense AG endeavours to restore service or rectify disruptions within its sphere of influence with the resources available to it in an adequate manner common to the industry, however, without an assurance ("best-effort" principle). Liability on the part of autoSense AG as well as warranty claims on the part of the Customer are excluded, provided this is legally permissible. Thus liability on the part of autoSense AG in the event of a violation of applicable legal provisions (in particular, traffic regulations) by the Customer (incl. other drivers) is notably excluded. Liability on the part of autoSense for damages to the vehicle that is connected to the Service (in particular, loss or restriction of the manufacturer's warranty) is also excluded.

9.2 Warranty and Liability for Data

autoSense AG aims to maintain high quality of data made available by the Customer via the Service; it can, however, not guarantee that the data are complete, correct and up-to-date. Accordingly, the Service has purely informative purposes and is not intended to be used to commercially exploit the data or to provide legally binding information to third parties (e.g. authorities). autoSense AG assumes no responsibility for how the Customer uses the data made available via the Service and excludes any liability for damages caused by the data made available, provided this is legally permissible.

10 Changes

autoSense AG is entitled to change the Service and its prices at any time without compensation and to adapt the contract. In order to optimise and expand its services via the mobile network, autoSense AG is especially entitled to load corresponding data (e.g. security certificates) or software onto the SIM card integrated in the Adapter at any time. Furthermore, autoSense AG is entitled to suspend the Service in total or in part at any time without compensation. autoSense informs the Customer about changes to the Service or its prices as well as about contract adaptation in autoSense Apps, on its website (autosense.ch) or in another suitable manner (e.g. by email). A right to extraordinary termination of this contract based on such changes or adaptations does not exist.

11 Sale/Transfer of the Vehicle or Adapter



If the vehicle is sold or permanently transferred to a third party, the Customer first has to remove the Adapter in order to sever the link of the Service with the respective vehicle. In this context, autoSense AG rejects any liability whatsoever.

The sale or permanent transfer of the Adapter to a third party is expressly forbidden. Should the Customer nevertheless sell or permanently transfer the Adapter to a third party, the Customer's name, address and other information will continue to be able to be disclosed to the relevant authorities at their request. If criminal acts are committed while using the transferred Adapter, the Customer could possibly be criminally charged with aiding and abetting, complicity or as an accessory after the fact.

12 Warranty Terms for Adapters

These warranty terms apply to all Adapters purchased from autoSense AG or its sales partners.

autoSense AG grants a warranty of 24 months, calculated from the date of purchase. In the event that faults arise, the Customer can contact the customer service of autoSense AG by email (support@autosense.ch). Shipment and return shipment costs are borne by the Customer also in the case of a warranty claim. Should a fault exist, autoSense AG can provide its warranty service by repairing the Adapter or replacing or exchanging it with a new or reconditioned device. The Adapter that was replaced becomes the property of autoSense AG. Should the Customer not return such a replaced Adapter within the deadline set by autoSense AG, autoSense AG is entitled to invoice the current price of a new Adapter to the Customer.

Should autoSense accept a warranty claim, autoSense grants a warranty of 6 months on the repaired or replaced Adapter. If the original warranty period extends beyond this, this will apply. These warranty periods are neither interrupted nor restarted by possible warranty claims.

After receiving the repaired or replaced Adapter, the Customer must check its functional efficiency immediately. If the fault has not been rectified, autoSense will once again provide its service under warranty at the Customer's request. These services under warranty apply in place of warranty claims and the compensation claims connected to these under the Code of Obligations.

Guarantee or warranty claims are not applicable for faults due to normal wear and tear, improper handling and intentional or negligent damage by the Customer or third parties as well as for faults that clearly show that they can be traced back to the effect of moisture or other external effects (damage caused by dropping, pressure, impact or transport).

The warranty lapses in the event of repairs or modifications not performed by or without the consent of autoSense AG.

13 Intellectual Property Rights

All software is copyright protected. autoSense AG or the entitled third party grants the Customer a limited, non-exclusive, non-transferrable, revocable and non-sublicensable licence for the exclusive use of the software for the Service. All rights to the software remain with autoSense AG or the entitled third party to their full extent. The Customer may neither modify, adapt, translate, reconstruct using reverse engineering, decompile or disassemble the software licensed by autoSense or the entitled third party nor create any work derived from the software. The Customer may not copy the software or enable the software to be accessed through the forum of a public computer or dissemination by way of "shareware". autoSense AG or the entitled third party can withdraw the licence at any time if the Customer violates this provision. The Customer is responsible for violations of the licensing terms and corresponding third party claims. If autoSense AG or the entitled third



party is sued, the Customer indemnifies autoSense AG or the entitled third party from all third party claims whatsoever.

Firmware used for the Service can contain copyright protected third party software components that were licensed under Open Source licences ("Open Source Software") and do not fall under the Terms of Use of autoSense AG. The Open Source software is made available without any liability and without any warranty whatsoever, provided this is legally permissible. When using the Service, the Customer agrees to the licence terms of the Open Source software.

14 Additional Provisions

autoSense AG can assign or transfer this Contract or individual rights and duties from it to another company of the autoSense AG Group or to a third party at any time with discharging effect.

The Customer may not assign or transfer this Contract or individual rights and duties to a third party without the prior consent of autoSense AG.

autoSense AG can withdraw or change address elements at any time without compensation if official, operational or technical reasons make this necessary. Transferring the call number as well as other address elements to another network provider is not possible for technical reasons.

The Customer accepts that due to the exclusive use of the SIM card integrated in the Adapter and the exclusion of voice and SMS/MMS communication an acquisition or blocking of value-added services is impossible. In addition, displaying or suppressing the call number is correspondingly also excluded. It is not possible to enter the Customer's call number and other information in a register. Furthermore, the Customer waives their right to automatic notification of the roaming rates (fee notification) on their device in the case of cross-border use of their connections. It is not possible to activate/deactivate this notification.

autoSense AG is entitled to send electronic newsletters (e-mail) to the customer and the customer expressly agrees to the sending of these newsletters. Unsubscribing from the newsletter is possible at any time.

15 Applicable Law and Legal Venue

The Contract is subject to Swiss law. The legal venue is Zurich, Switzerland. Mandatory legal venues remain reserved.