

License agreement

This License agreement (hereinafter – “Agreement”) is valid for the particular User since such User agrees to its terms and conditions with implicative action – the start of using Services by such User and during the whole period of using the “R-Telematika” Ltd.’s (VAT №7730699627) (hereinafter – “Organization”) Service, defined in the Agreement and on web-site www.drivejournal.ru (hereinafter – “Site”) and provided within the mobile application DriveJournal for iOS and Android operated devices (hereinafter – “Application” and “Mobile Device”). The Agreement can be changed or amended by the Organization without any notification to Users. The Users of the Application are responsible for monitoring such changes and amendments of the Agreement.

User can get the access to the Service within the Application which is the access to the telemetric information from the DriveJournal device set up in the vehicle which User can use in its sole discretion. The DriveJournal device is the device set up in the Users vehicle which collects the telemetric information about User’s driver behavior (such information is the information about: impulsive acceleration, deceleration or pivoting motion, speed or downtime (hereinafter – “Information”) (hereinafter – “Device”). Please stay informed that Organization is not responsible for partners programs connected to Application, structure and availability.

Terms and conditions of using the Service are set up in the Agreement here and on the Site.

1. User’s acceptance of terms and conditions of the Agreement.

User confirms his or her acceptance of the conditions of using Service set up here or any other conditions of using Service which can be set up on Site and/or in the Application for some specifications of the Service with implicative action – the start of using Services by such User.

The Organization makes a point of the importance of the considerate studying of the terms and conditions of the Agreement. Such terms and conditions can be accepted just in whole. If User can’t agree with any of it, such User can’t confirm such acceptance of terms and conditions of the Agreement or use the Service. If User confirmed the acceptance with such terms and conditions of the Agreement with implicative action – the start of using Services by such User he or she is deemed to accept terms and conditions of the Agreement and of using Service in whole and can’t refer to the no acceptance with any of provisions of the Agreement.

2. The rules of paying the usage of the Application, the conditions of refund.

- 2.1.Price. The Organization set the following conditions of setting the price for using Organization’s Service:

- 2.1.1. User can use Service free of charge within one (1) year from the purchasing the Device from Organization or any organization entitled to sell the Devices, and the start of using Service which is downloading of the Application to the User’s Mobile Device and acceptance the terms and conditions of the Agreement with implicative action – the start of using Services by such User (hereinafter – “the First term”).

- 2.1.2. Prices for usage of Service during every forthcoming year after the First year are set up by Organization on the Site and in the Application and may be changed by Organization at its sole discretion. If User paid some period of using the Service the price for such period for such User can be changed and Organization can’t claim from User any additional payments.

- 2.2.Payment. User shall pay the price under section 2.1.2. of the Agreement using the methods on the Site. Payment shall be made in **Russian rubles** and includes VAT. User shall choose the payment method on the Site and follow the instructions appeared on the device used for getting the access to the

Site. The fact of using chosen method of making payment User agree to the terms and conditions of the payment system including applicable additional payments such payment system chosen by User at his or her sole discretion can use. Organization can't be responsible for User's choice of the payment system or for any actions of such payment system. In case of any problems with the transaction User shall contact the payment system he or she chose.

2.3. User agrees that the Service is fee-based for any year following the First term and shouldn't be provided in a free-based way. User agrees to pay his or her using of service as it is set in the Agreement.

2.4. Refund. Organization shall make a refund only in cases set in applicable Russian legislation. In any cases of the refund User shall contact Organization with the following e-mail info@r-telematica.ru or using the post address 121354, Russian Federation, Moscow, Dorogobugskaya street, bld.14, str.1.

3. Service.

3.1. User downloaded the Application into the Mobile Device, agreed to the terms and conditions of the Agreement and paid the Service as it set if applicable get the access to the Service. User can use the Information get from Service at his or her sole discretion.

3.2. User shall use the Device to use the Application and get access to the Service.

4. License.

4.1. With agreeing to the terms and conditions of the Agreement User agrees to use Application only for his or her personal use. Nothing in the Agreement let User to use the Application in any way which leads to the any commercial benefit for such User except using Information to get such benefit.

4.2. Any rights licensed under the Agreement are licensed under the non-exclusive license only to download the Application on the Mobile Device, can be used only during the period while User uses the Service and governed by the applicable legislation of copyright. Any rights which are not set in the Agreement belong to the Organization in full and can't be considered as transferred or licensed to the User. User can't use any rights which aren't licensed to him or her.

4.3. In case User uses any ways of using the Application which are not licensed to him or her use shall be considered as copyright violation and can lead Organization to claim for indemnification and penalties. Also Organization can freeze or stop providing the access to the Service and Application without any prior notice in case of such copyright violation. User can't claim for any refund in such case.

5. Users warrants

Confirming his or her agreement to the terms and conditions of the Agreement User confirms and warrants never to commit any of the following:

- Use the Application in any illegal way or for illegal purposes;
- Provide any third party with the private information which contain the login and password he or her uses to get an access to the Application and Service. In case User did as it set above Organization can't be responsible for keeping such User's personally identifiable information private or for any illegal use of it;
- Remove installed security, do re-engineering, make any modifications, deactivate security functions or interfere in the security related system used by Organization for Application protection in any other manner or to incite someone to produce any of such actions or to help anyone to produce any of such actions;
- Make any modifications of the Application, get an access to the source code of the Application or try to get such access, or interfere in any other manner into the smooth running of the Application;
- Remove any copyright or other notices from the Application.

6. Modification

- 6.1. Organization can modify the list of Information accessible to User on its sole discretion. Such modification can be made as to the whole list of Information contained in Service so just to any part of such list. Such modification can mean as additions to the list of Information so exceptions from such list.
- 6.2. Organization can also modify, take of or stop providing the Service and functioning of Application either with or without prior notice to Users and can't be responsible either before Users or any third parties for such modifications, taking of or stops of providing Service and functioning of Application. Organization acknowledge Users right to claim for refund in the manner set in the Agreement.
- 6.3. Organization can modify the Agreement without any notice to Users. Users are responsible for monitoring possible modifications of the Agreement. So Organization recommends Users to use the link to the Agreement to take a look at the Agreement to be sure such User agrees with its terms and conditions fully. If User finds any of the provisions of the Agreement unacceptable such User shall immediately refuse to use the Service and Application.

7. Other provisions

- 7.1. User can contact the Organization which provides Service and Application with the following address: 121354, Russian Federation, Moscow, Dorogobugskaya street, bld.14, str.1 or using the following e-mail address - info@r-telematica.ru.
- 7.2. User is the only one fully responsible for using the Service and Application, for any violations of the provisions of the Agreement or applicable legislation which can set any rules for using Service or Application, for any effect of such violations; including any damages and losses such User can have regarding such violations. Organization can't be responsible before the User in such cases.
- 7.3. User confirms his or her agree that the usage of Service in any year following the First term is the fee-based service and User agrees that he or she is the one responsible for making payment in time and for providing accurate bank details necessary to use the payment system chosen by User.
- 7.4. Agreeing to the terms and conditions of the Agreement User provide Organization with the right for processing of personal data of such User as by itself so using the third party services including the right to transfer such Users personal data to such third parties as it is set in Organization's "Personal data protection policy" (hereinafter - Policy) which means any action (operation) or cumulative action made under automatic controls or without it with personal data including collecting, recording, systematization, accumulation, storage, specification (updating, changing), extraction, usage, transferring (distribution, providing access, including trans-border transfer), rendering anonymous, blockage, deleting and destroying such personal data. User can find the policy under the following link - <http://drivejournal.ru/en/inner.html> . Organization can process User's personal data while such User uses Service and/or Application and for one more hundred (100) years after such User stopped using the Service and/or Application which is necessary for the technical processes Organization use for Service support and for realization User's right to renew his or her usage of the Service without losing any Information about such User get previously.
- 7.5. User confirms that with agreeing to the terms and conditions of the Agreement with pushing the button "I accept the conditions of the agreement" he or she effect a fully legal valid contract between him or her and Organization and warrants to respect the terms of such contract (meaning the Agreement).

7.6. User confirms that with agreeing to the terms and conditions of the Agreement he or she agrees that Organization's or its affiliate's summary liability can't be more than the total amount of the payments made by user to Organization for using the Service and Application.

User confirms the Russian legislation to be the one which governs the Agreement and usage Service and Application regardless of his or her geographical location. User agrees the court having jurisdiction over civil defendant seat to resolve any suites arising between User and Organization according to the usage of Service and Application unless otherwise noted in Russian legislation.