



## **TERMS AND CONDITIONS OF THE WEBSITE: IAM**

These Terms and Conditions govern your access and use of this website (“Site”). You should familiarise yourself with these Terms and Conditions and with the relevant provisions of the Services Agreement and if you do not agree with them you should not proceed any further on the Site or with registration. By continuing to use the Site you agree to be bound by these Terms and Conditions.

### **1. USE OF SITE**

- 1.1. You acknowledge and agree that you are only permitted to use the Site as expressly set out in these Terms and Conditions.
- 1.2. You agree that the Site is solely for the purpose of managing the Services provided by Vodafone Automotive, and that any other use is prohibited.
- 1.3. You may not:
  - 1.3.1. licence, or sell, any part of the Site or any information learned by you whilst accessing the Site
  - 1.3.2. remove, or obscure in any way anything on the Site or otherwise use any material obtained whilst using the Site except as set out in these Terms and Conditions;
  - 1.3.3. extract and/or misuse of any data of this website;
  - 1.3.4. remove, obscure or change any copyright, trademark or other intellectual property right notices contained in the original material or from any material copied or printed off from the Site.
- 1.4. In relation to any orders for Services made by you via the Site or via any other system linked to the Site you acknowledge and agree that any order placed will be binding on you and that the terms and conditions of the Services Agreement shall apply to the supply of such Services. You further agree that it is your responsibility to familiarise yourself with the terms and conditions of the Services Agreement and Vodafone Automotive will not be responsible for your failure to familiarise yourself with or misunderstanding of the terms and conditions of the Services Agreement.

### **2. YOUR OBLIGATIONS**

- 2.1. You warrant that you will only use the Site in accordance with these Terms and Conditions and in an appropriate and lawful manner and by way of example and not as a limitation that you shall not (and shall not authorise or permit any other party to):
  - 2.1.1. receive, access or transmit any Content which is obscene, pornographic, threatening, racist, menacing, offensive, defamatory, in breach of confidence, in breach of any intellectual property right
  - 2.1.2. use the Site for any unlawful or objectionable conduct. Users who violate systems or network security may incur criminal or civil liability and Vodafone Automotive will at its absolute discretion fully co-operate with investigations of suspected criminal violations, violation of systems or network security under the leadership of law enforcement or relevant authorities;
  - 2.1.3. knowingly or recklessly transmit any electronic content (including malware) through the Site which shall cause or is likely to cause detriment or harm, in any degree, to computer systems owned by Vodafone Automotive, its customers, suppliers or other Internet users;
- 2.2. You represent and warrant that any Content submitted by you to us via or in connection with the Site or the Services is accurate, truthful, complete and not misleading.

### **3. ACCESS INFORMATION**

- 3.1. Prior to the registration to the Site, and after the registration is completed, you will receive Information that have to be used to access the Site and authenticate yourself
- 3.2. You acknowledge that you are responsible for ensuring that no unauthorised access to the Site is obtained using your Personal Access Information and that you are liable for all such activities conducted through your account whether authorised or not. When choosing the Personal Access Information, you agree on avoiding words that are obscene, abusive or likely to cause offence.
- 3.3. You as the registered user of the account will:
  - 3.3.1. keep your Personal Access Information secure and not let it become public knowledge and ensure that your Access Information will be stored in a safe place;
  - 3.3.2. provide true, accurate, current and complete information in all fields indicated as compulsory when registering as a registered user;
  - 3.3.3. if you suspect that your Personal Access Information becomes known to any other unauthorised user you shall reset your Information and inform Vodafone Automotive immediately.



- 3.4. Once you have logged in the Site using your Personal Access Information, you shall avoid leaving your Internet terminal or device unattended in order to avoid identity theft. We recommend you ensuring that your Internet terminal or device from which you have accessed the Site is not accessible to anyone, or that anyone else could use the Internet terminal or device until you have logged out of the secure area of the Site. You will be responsible for ensuring that you have logged out of the secure area at the end of any session.

#### **4. PROPRIETARY RIGHTS**

- 4.1. All Trademarks used on the Site are the trademarks of Vodafone Automotive Italia S.p.A. or one of the Vodafone Group companies or a third party whose trademarks Vodafone Automotive is authorised to use on this Site. You shall only make fair use of the Trade Marks and will not use the Trade Marks, whether design or word marks: (1) as or as part of your own trademarks; (2) in a manner which is likely to cause confusion; (3) to identify products to which they do not relate; (4) to imply endorsement or otherwise of products or services to which they do not relate; or (5) in any manner which does or may cause damage to the reputation of Vodafone Automotive or the Trade Marks or third parties whose Trademarks are used.
- 4.2. You acknowledge and agree that Site or any part thereof, whether presented to you by Vodafone or any third party are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and laws. All rights are expressly reserved.
- 4.3. You are only allowed to use the Site as set out in these Terms and Conditions and in accordance with the Services Agreement and nothing on the Site shall be construed as conferring any licence or other transfer of rights to you of any intellectual property or other proprietary rights of Vodafone Automotive, any member of the Vodafone Group or any third party, whether by estoppel, implication or otherwise.

#### **5. LIABILITY FOR CONTENT**

- 5.1. The Site is provided on an “as is” basis. Although every effort has been made to provide accurate information on these pages, neither Vodafone Automotive, nor any of its employees, nor any member of the Vodafone Group, their suppliers, nor any of their employees, make any warranty, expressed or implied, or assume any legal liability (to the extent permitted by law) or responsibility for the suitability, reliability, timeliness, accuracy or completeness of the Site.

#### **6. LIABILITY FOR THIRD PARTY CONTENT**

- 6.1. You agree that Vodafone Automotive does not generally and is not required to monitor or edit the use to which you or others use the Site and Vodafone Automotive is excluded from all liability of any kind arising from the use of the Site, and in particular but without limitation to the foregoing, the nature of any Content.

#### **7. EXCLUSION OF LIABILITY**

- 7.1. Vodafone shall use its reasonable endeavours to ensure the maintenance and availability of the Site but availability may be affected by your equipment, other communications networks, or other causes of interference and may fail or require maintenance without notice.
- 7.2. In cases where the Site provides you the possibility to make changes to the existing relationship(s) and you should make incorrect and/or illicit use of them and/or contrary to any instructions provided by Vodafone Automotive, the latter will not be liable for any damage or inefficiency or any type of event related to the autonomous management of the Site and you, hereby undertake, also in relation to any request by third parties, to indemnify and hold Vodafone Automotive harmless from any claim for compensation that can be reconnected, including the possible restoration of the service.
- 7.3. Neither Vodafone Automotive nor any member of the Vodafone Group shall be liable for any special, indirect or consequential damages or any damages whatsoever, whether in an action of contract, negligence or other tortuous action, arising out of the access to the Site and in particular, but without limitation to the foregoing, Vodafone specifically excludes all liability whatsoever in respect of any loss arising as a result of:
  - 7.3.1. Improper use which you make of the Site while maintaining your personal data, buying or managing Services
  - 7.3.2. all conditions or warranties which may be implied or incorporated into these Terms and Conditions by law or otherwise are hereby expressly excluded to the extent permitted by law.
- 7.4. Your only remedy under these Terms and Conditions is to discontinue using the Site, except for any other remedies provided by law in relation to the protection of personal data.



## 8. **VARIATION**

- 8.1. Vodafone Automotive reserves the right to modify the Site and/or the services hereby provided or suspend or terminate the Site and/or the services hereby provided or access to part or all of them at any time.
- 8.2. Vodafone reserves the right to revise these Terms and Conditions at any time. Such variations shall become effective two weeks after being posted on the website. By continuing to use this website you will be deemed to have accepted the varied Terms and Conditions.

## 9. **TERMINATION**

- 9.1. Vodafone Automotive may elect to suspend or vary the services provided through the Site immediately and without prior notice at any time for repair or maintenance work or in order to upgrade or update the Site or for any other reason whatsoever.
- 9.2. Vodafone may elect to terminate your access to the Site forthwith on breach of any of these Terms and Conditions by you or upon termination of the Services Agreement for any reason whatsoever.

## 10. **YOUR INFORMATION**

- 10.1. Our usage of personal information is governed by our Privacy Policy, which forms part of these Terms and Conditions and can be found in the Site. Please take time to read the Privacy Policy - it deals with individual's rights and Vodafone's obligations in relation to personal data, including what we can do with it and to whom we may give it in certain situations.

## 11. **GENERAL**

- 11.1. **Governing Law and Jurisdiction** - These Terms and Conditions are governed by and construed in accordance with the laws of Italy, and you hereby submit to the non-exclusive jurisdiction of the courts of Italy, unless your local law prescribes otherwise.
- 11.2. **Severability** - These Terms and Conditions are severable in that if any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of these Terms and Conditions.
- 11.3. **Waiver** - Vodafone's failure to exercise any particular right or provision of these Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Vodafone in writing.
- 11.4. **Representations** - You acknowledge and agree that in entering into these Terms and Conditions you do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to these Terms and Conditions or not) other than as expressly set out in these Terms and Conditions as a warranty. Nothing in this Clause shall, however, operate to limit or exclude any liability for fraud.
- 11.5. **Assignment** - You in entering into these Terms and Conditions undertake that you will not assign, re-sell, sub-lease or in any other way transfer your rights or obligations under these Terms and Conditions or part thereof. Contravention of this restriction in any way, whether successful or not, will result in your access to the Site being terminated by Vodafone forthwith.
- 11.6. **Rights of Third Parties** - Except in the case of any permitted assignment of these Terms and Conditions under Clause 11.5 a person who is not a party to these Terms and Conditions has no rights to enforce these Terms and Conditions.
- 11.7. **Force Majeure** - Vodafone shall not be liable in respect of any breach of these Terms and Conditions due to any cause beyond its reasonable control including but not limited to, Act of God, inclement weather, act or omission of Government or public telephone operators or other competent authority or other party for whom Vodafone is not responsible.

## 12. **DEFINITIONS**

"Content" means User's personal data, vehicle data and payment data;

"Personal Access Information" means the access information that we require from you before entering the Site for which you have registered, which may be a username, password, or your mobile phone number;

"Services" are the vehicle tracking services provided by Vodafone Automotive;

"Services Agreement" means the Terms and Conditions for the provision of services between you and one of the Vodafone Automotive Group entities;

"Site" means "IAM" Website;

"Terms and Conditions" means these terms and conditions;

"Trademarks" means the word or mark "Vodafone", however represented, including stylised representations, all associated logos and symbols, and combinations of the foregoing with another word or mark;



“Vodafone Automotive” means Vodafone Automotive Italia S.p.A., whose registered office is at via Gabriele D’Annunzio 4, Vizzola Ticino (VA), ITALY and may also be referred to as “we” or “us” in these Terms and Conditions.

“Vodafone Group” means Vodafone Group Plc and any company or other entity in which Vodafone Group Plc owns (directly or indirectly) more than 15% of the issued share capital;

“You” means the user accessing the Site and entering into these Terms and Conditions (and “Your” shall be construed accordingly).