

TERMS AND CONDITIONS OF USE

APIMOVE

WARNING: if you do not accept these terms and conditions, you may not use our services. If you have any questions, you can contact us by sending an email to the following address: contact@apimove.com.

The present Terms and Conditions of Use in their version dated 01/12/2023 (hereinafter referred to as "**Terms**") are a contract formed between:

"We" ("us", "our"), APIMOVE, *Société par Actions Simplifiée*, registered with the R.C.S. of Lyon under no. 899 529 671, whose registered office is located at 66, Boulevard Niels BOHR - 69100 VILLEURBANNE (FRANCE), represented by COMPAGNIE DES BIZ in its capacity as president, itself represented by Eric Duplanil in his capacity as Manager, duly authorized for the purposes hereof.

and

"You" or **"User"** ("you", "your") means any legal entity that uses our Services in the course of its professional activity, and more specifically manufacturers, producers, distributors and trade groups.

The purpose of our Terms is to set out the terms and conditions under which you may use our Services as defined below.

By accessing or using our Services, including within a software application, website, tool, service, or product you create or offer to Customers (as defined below) you are agreeing to the present Terms.

1 Definitions

- 1.1 **Application(s)**: means any form of the machine accessible (i) application programming interface, or (ii) application (including web or mobile) or (iii) any code; in each case that enables access to our Services, as well as all Contents associated thereto, whatever its format, size, extension or the hardware, platform, or operating system on which it runs.
- 1.2 **Content(s)**: refers to all elements that part or support our Services, that are made available to you, delivered, communicated, provided, or displayed as part of, by means of or for the

purposes of providing our Services. This includes, in particular, all texts, images, drawings, graphics, photographs, sounds, music, videos, multimedia works, tutorials, files, data, databases, software, 3D models, computer codes, trademarks, names, logos and, more generally, all content, elements or information that may be protected by material or intellectual property rights.

- 1.3 **Customer(s)**: refers to any person or entity to which User provides its own services and offers. For clarity, Customers are clients of Users and not of APIMOVE.
- 1.4 **Services**: refers to the services covered by these Terms and provided by APIMOVE or in its behalf by any designated third parties (notably any APIMOVE's affiliate or subsidiary), i.e. access to the Content, the Application and the services described below:

Service details

"TYREMOTION" by APIMOVE is an Application using various data sets (including data related to vehicle, and tire, per car brand and model, and per market) and combining such data sets with a car picture recognition algorithm (wheel and car body).

These data are collected in a database, systematized, and made available in different ways to the User.

Two options for the User to access the Application:

- If the User opts for the API access: the User will have access to an individual interface provided by APIMOVE. The User can then access the APIMOVE database, and the data stored via the API. The details, including the extent of the rights to access, are set out in the API documentation and the special terms and conditions concluded between APIMOVE and the User.
- If the User opts for "Scan&Contact": APIMOVE will provide the User with a private application available on the internet. Via this website on the internet, all information will be provided to the User. With this option, the User only has the facility to view the respective data. The details, including the extent of the rights to access, are set out in the special terms and conditions.

- 1.5 **Terminal**: refers to any equipment, machine, material, or object with which you access our Services (computer, smartphone, connected object, tablet, etc.).

2 Acceptance of Terms

- 2.1 Any use of our Services is subject to your unreserved acceptance of all the rules set out in these Terms. Acceptance of the Terms is evidenced by checking a box provided for this purpose.
- 2.2 If you do not agree to any of these rules, then you have no right to use our Services and must not use them.

- 2.3 For the proper management of our Services (in particular for the addition and deletion of functionalities), we may modify the Terms at any time. Each new version immediately replaces the previous version. Each new version of our Terms will be posted online via our website. Acceptance of the new version of the Terms is evidenced by ticking a box provided for this purpose.
- 2.4 You are therefore invited to refer to the Terms applicable at the time of your use of the Services.
- 2.5 If you do not accept the new version of the Terms, you have no right to use our Services and must therefore stop using them.

3 Access and availability of our Services

- 3.1 We provide access to the functionalities of our Services if you already have Internet access. The costs associated with the existence, maintenance, and quality of this access, whether for the purchase and maintenance of any necessary equipment (including the Terminal), Internet access costs, subscription costs or fixed or mobile electronic communications, are borne exclusively by you. You are solely responsible for the proper functioning of this equipment and access.
- 3.2 We make every effort to ensure that your access to our Services is uninterrupted and under the best possible conditions. However, we are not obliged to make our Services available on a continuous basis. You therefore expressly accept that for any reason, and in particular any maintenance or administration operation, we may suspend access to all or part of the Services and/or to certain functionalities and/or to certain Content.
- 3.3 We are also free to terminate our Services, temporarily or permanently, without prior notice or conditions. In the case of paid access to the Services, your obligation to pay will be automatically suspended or terminated on the date of effective suspension or definitive termination of the Services or of your access to the Service. Refund or compensation terms are set out in article 11.
- 3.4 In addition, if you fail to comply with these Terms, we reserve the right to suspend, limit or terminate your access to the Services.
- 3.5 You have no automatic or absolute right to access our Services or to maintain access. Any temporary or permanent cessation of access to our Services, for whatever reason, shall not give rise to any indemnity or compensation.

4 Creating, managing, and deleting a user account

- 4.1 General
- 4.1.1 Where and when a user account is necessary to access parts of the Services, the following applies.

- 4.1.2 Your user account is a dedicated area of our Services that you can access to manage your information. This user account remains our property, and you have only a limited right of access to the information and data contained in this user account to enable your use of our Services.
- 4.1.3 You do not automatically have the right to create a personal account. We reserve the right to refuse your registration or to terminate it temporarily or permanently for any legitimate reason, in particular for failure to comply with these Terms.
- 4.1.4 The creation and management of your user account must comply with the principles set out in the "Rules of good conduct" section below.
- 4.1.5 Your user account is strictly personal and unique; you can only create one user account. With the exception of our administration rights, it can only be created, managed and deleted by you. You are responsible for maintaining the confidentiality of your login and password.
- 4.1.6 You formally undertake to provide the information required to create your user account in an honest and sincere manner and to keep the information up to date in the event of any modification. You also undertake to have the right to communicate this information to us and not to infringe any third-party rights, in particular the right to privacy and intellectual property rights.
- 4.1.7 We are not responsible for the quality, accuracy, nature, or content of the information you provide.
- 4.2 Personal data of third parties.
 - 4.2.1 If your user account contains personal data of third parties (in particular Customers), you are solely responsible to ensure that you comply with any laws and regulation in relation with data privacy protection.
 - 4.2.2 You can only use such personal data in accordance with the purpose for which Customer provided it.
- 4.3 Creation
 - 4.3.1 The creation of a user account requires certain authentic information about you (such as name, organization name, telephone number, e-mail address, password...). Unless explicitly stated, this information is not visible to other users.
 - 4.3.2 We reserve the right, in particular at the time of creating your user account (in particular by sending a confirmation SMS or email) but also subsequently, to ask you to confirm this information in order to ensure the highest possible level of security.
- 4.4 Delete
 - 4.4.1 Your user account will be automatically deleted if you do not use the Services for a continuous period of three years.

- 4.4.2 You can delete your user account by sending a request to contact@apimove.com. This action is irreversible and deletes all data associated with your account.

5 Collected data

5.1 Statistical data

- 5.1.1 We inform you that we may collect anonymous data in order to statistically analyze the use of our Services and/or to improve our Services. This data does not contain any personal data and poses no impact or threat to your privacy. APIMOVE is the sole owner of this data.

5.2 Personal data

- 5.2.1 We collect and use your personal data in accordance with our privacy policy, which is available on our website.
- 5.2.2 Acceptance of the processing of your personal data by us or by our service providers is an essential condition for the use of our Services.

6 Intellectual property

- 6.1 The Services, and especially the Application and Content are our exclusive property (or our co-ownership with third parties) and are protected by national, European and international laws on *copyright* and more generally on intellectual property (trademarks, designs, patents, databases, software and all other similar rights).
- 6.2 Any use whatsoever other than that expressly authorized by these Terms, and in particular any representation, reproduction, copy, adaptation, modification, exploitation, sale, or rental, in whole or in part, of our Services, APIs and Contents is strictly forbidden without our express prior written authorization. Any use or act constituting a violation of these Terms may justify the limitation, suspension, or definitive termination of your access to the Services and may, where applicable, expose you to legal proceedings.
- 6.3 For clarification, the fact that we authorize you to access the Content via our Services (whether free of charge or for a fee) in no way gives you the right to exploit it other than in your capacity as an end user or customer and in accordance with these Terms.
- 6.4 You are also prohibited from extracting or attempting to extract any Content from any source whatsoever (including without limitation from our websites or Application), as well as accessing or attempting to access the source code of any Service, Application, or digital Content.
- 6.5 You acknowledge and agree to clearly identify APIMOVE, and to refrain from any misrepresentation of APIMOVE as the owner of the TYREMOTION technology, the Services, the Application, and the Content, in any of your communications referring to them directly or indirectly.

- 6.6 These prohibitions apply regardless of the intended use, even if such use is for non-profit purposes. Of course, you may not make any commercial use of our Services, Applications and Content, or use them for any consideration whatsoever.
- 6.7 You are prohibited from claiming any material or intellectual property rights on our Services, Applications and Content. In particular, you are prohibited from registering trademarks, logos or other brand names or from registering copyrights on these elements or on any identical or similar elements.

7 Use of the Application

- 7.1 Subject to your prior acceptance of and compliance with the Terms, we grant you a simple and personal limited, non-exclusive, non-transferable, and revocable license to use the Application. This license is exclusively intended to enable you to use or access the Services we provide.
- 7.2 You expressly agree not to make any direct or indirect use of the Application that could impair, harm or damage APIMOVE or compromise the operation, security, or access to the Services by us, you, or other users.
- 7.3 You may only use the Application in accordance with these Terms; any other use is strictly prohibited. In particular, you may not perform any of the following actions on the Application or its Contents, either by yourself or through any third party, for any reason whatsoever:
 - 7.3.1 access or attempt to access the source code, modify or alter the Content or the Application in any way whatsoever, in particular by reverse engineering, decompilation, disassembly or any other means;
 - 7.3.2 resell, exploit or make available to any third party, free of charge or for any consideration whatsoever, any element of the Content or the Application;
 - 7.3.3 use for the development of any derivative work or product or service related to the Content or the Application, including computer programs, websites and mobile applications;
 - 7.3.4 design, develop, finance or participate in any way in the development of tools whose purpose or effect is to alter the Application or the Contents or to use them in a manner that does not comply with the Terms;
 - 7.3.5 build databases or otherwise create copies of any data accessed or obtained using the Services;
 - 7.3.6 use an unreasonable amount of bandwidth, or adversely impact the stability of the Application or its Contents;
 - 7.3.7 use the Application in a manner that is contrary to the laws and regulations of France, Europe or any other jurisdiction that are applicable to you or that would be applicable to the Services.

Any use or act contrary to the foregoing constitutes a breach of these Terms and justifies the limitation, suspension, or definitive termination of your access to the Services and may, where appropriate, expose you to legal proceedings.

8 Rules of good conduct

8.1 General rules

8.1.1 You undertake, both in writing and otherwise, in particular when you upload content and photos via the Application or when you publish your opinion on our Services on a third-party platform, not to make any comments or display any elements or images to us or to other users or third parties:

8.1.1.1 contrary to the laws and regulations of France, Europe or any other jurisdiction applicable to you or to the Services;

8.1.1.2 insulting, threatening, offensive, contrary to morality, decency or courtesy;

8.1.1.3 of a racist, insulting, defamatory or denigrating nature (particularly with regard to the company APIMOVE or the Application)

8.1.1.4 which could be considered inappropriate in terms of form, content, emphasis or vocabulary;

8.1.1.5 for commercial, advertising or propaganda purposes of any kind;

8.1.1.6 for purely polemical or militant purposes without the moderation reasonably expected or without any connection with the subject of the exchanges;

8.1.1.7 that a normally informed person would consider contrary to the state of science or likely to constitute *fake news*.

8.2 You also agree not to incite or allow any other person to make such comments.

9 Exclusion of liability for Customer-related dispute

9.1 You are responsible to ensure that any Customer accessing the Services does so in compliance with these Terms.

9.2 APIMOVE will make its reasonable effort to address any difficulty you would report in relation with Customer's use of the Services but, notwithstanding any interpretation of any provision hereunder, APIMOVE has no direct relation whether legal, commercial, or technical with Customer. You are the only contact Customers have in relation with the Services.

9.3 APIMOVE bears absolutely no liability, and to the full extent possible under any applicable law, refuses, excludes and expressly declines any liability related to any claim or action that Customers may have or take against you. In particular, you are solely responsible to provide

any services to your Customers and obtain the corresponding payment without any form of liability or action from or against APIMOVE.

- 9.4 Regarding personal data, you acknowledge that we collect and process any personal data in accordance with our privacy policy available in its last version on our website. You acknowledge that Customers can only use our Services to the extent they accept our privacy policy. You acknowledge and agree to process any personal data in relation with our Services in accordance with the applicable laws and regulations. You acknowledge and agree not to collect and/or process personal data in any way that would cause APIMOVE not to be in compliance with APIMOVE's privacy policy. You are solely responsible to ensure that Customers accept your privacy policy.

10 Sanctions

- 10.1 We reserve the right at any time in the event of a breach of any of the rules stipulated in these Terms, to:
- 10.1.1 terminate, immediately and without notice, these Terms; and/or
 - 10.1.2 restrict, temporarily or partially suspend your access to the Services; and/or
 - 10.1.3 terminate your access to the Services; and/or
 - 10.1.4 take any administrative or legal action against you.
- 10.2 We reserve the right to communicate to any competent authority within the framework of amicable or legal proceedings any information concerning you in our possession.

11 Financial conditions

- 11.1 General
- 11.1.1 The financial conditions stipulated hereunder may be amended or supplemented by any special terms and conditions agreed in writing between the User and APIMOVE.
 - 11.1.2 These financial terms apply to any transaction between you and us for any paid access to a Service offered by us.
- 11.2 No right of withdrawal
- 11.2.1 We inform you that insofar as we provide you with digital content (Services, Application, Content) and that, when you purchase this content, you can use it immediately, you expressly acknowledge that, in accordance with current legislation, you cannot benefit from the right of withdrawal with regard to this specific content.
- 11.3 Subscription types and prices

11.3.1 APIMOVE offers different types of subscriptions depending on the Services you choose. Prices, payment methods and pricing packages depend on the subscription package chosen at the time of your subscription. All subscription packages are shown on the Website. We reserve the right to modify these elements at any time.

11.3.2 All subscription packages include:

- Access to the Application for the duration of the subscription.
- Access to all Content published during the subscription period.

11.3.3 Only the prices, conditions and characteristics indicated at the time of the order will apply. In the event of non-instantaneous payment, the rate applicable is the one in force at the time of the actual order.

The prices indicated on our offers or on any medium under our control are quoted exclusive of applicable charges (particular method of payment, exchange rate depending on the currency used, etc.).

11.3.4 The prices only concern the Services and in no case the costs of subscription and/or communication and/or purchase and/or maintenance of the equipment necessary for their use, which remain your exclusive responsibility.

11.3.5 The total value of the order including all applicable taxes and costs directly related to APIMOVE is indicated before payment.

11.3.6 Validation of the transaction is only confirmed once the price has been paid in full.

11.4 Payment

11.4.1 The payment methods available are indicated on the Application. They are subject to change, in particular due to practices and rules applicable in certain countries. We cannot be held responsible for the unavailability of any payment method you may wish to use.

11.4.2 Our Services may include payment options via third-party payment services. If you use third-party payment services, payment intermediaries or online payment services (such as digital or online payment services) you are responsible for checking the terms of use and prices of such service. We are not responsible for these third-party services, and you are solely responsible to pay any additional fee that they may charge in order to allow you to pay our subscription fees.

11.4.3 In any case, you guarantee that you have all the rights or authorizations necessary to place an order.

11.4.4 We are not responsible for any fraudulent use of your payment methods or user account.

11.4.5 Commitment period

The initial commitment period may vary depending on the chosen subscription package. The starting date of the contract is the date on which the Application is actually made

available. After this initial period, the subscription contract is automatically renewed for periods identical to the initial period, unless you cancel.

Packages are charged:

- monthly, quarterly, annually (on the first day of the coming term) or per usage, depending on the type of subscription,
- by direct debit via online application store payment methods or by credit card, depending on the type of subscription.

11.4.6 Commercial offers

APIMOVE may periodically propose commercial offers. You will be informed via our usual communication channels.

11.4.7 Refunds and cancellations

11.4.7.1 Refunds. Except as expressly provided below, you are not entitled to a refund of payment for access to our Services. You are free to use or not to use the Application and the Services, and the fact that you decide not to use the Services without terminating your subscription does not entitle you to any refund. In all cases, you are not entitled to any compensation.

11.4.7.2 Cancellation by you. You may cancel your subscription at any time. Termination will only be effective at the end of the current subscription period. During this period, your access to the Services is maintained and the payment for this access for the current period remains acquired by us. Once the subscription is effectively terminated, it is no longer possible to access the Services, and we will no longer receive payment. In all cases, you are not entitled to any compensation.

11.4.7.3 Termination by APIMOVE. We reserve the right to terminate your subscription with immediate effect in the event of a breach of these Terms, in which case you will not be entitled to any compensation or refund of the subscription period remaining at the date of termination. In the event of interruption of the subscription by APIMOVE, not justified by a breach of the Terms on your part, the subscription will be refunded in proportion to the actual time the Application was made available to the User. In all cases, you are not entitled to any compensation.

12 Liability and warranties

12.1 Use of the Services is at your own risk and responsibility. You therefore agree that, to the fullest extent permitted by law, we make no warranties or representations as to the absence of error, bugs, or compliance with any expectation you may have regarding our Services. In particular, you remain fully responsible and liable for checking the results obtained through the use of our Services and comparing them with other results and knowledge available to you before taking any action or decision. APIMOVE is not responsible for any consequence of your decision.

- 12.2 You acknowledge and accept the data provided is neither confirmed nor guaranteed by any the vehicle, rim, or tire manufacturers. You are responsible to inform your Customer accordingly.
- 12.3 We provide the Services and Content "as is", without warranty of any kind, either express or implied. In particular, you are solely responsible for ensuring that the use of our Services and any information provided through them is not contrary to any law or regulation in force in your country of residence and is consistent with your need.
- 12.4 We are not responsible for any technical problems not directly related to the Services.
- 12.5 You remain fully responsible for any obligation or formality of any kind that may be useful or necessary to use the Services (terminal purchases, creation of an account allowing access to application stores, holding, and maintaining your professional title, taxes, payment of sums of any kind to third parties such as Internet service providers, etc.).
- 12.6 You remain fully and solely responsible for any dispute or disagreement that may arise with Customers without any action or recourse against APIMOVE.
- 12.7 In any event, and subject to the foregoing, in the event that we are held liable as a result of your claim, you expressly agree that the aggregate amount of our liability for all causes combined shall not exceed the total amount actually paid by you to us on the date of your first claim.

13 Miscellaneous provisions

- 13.1 Certain Services or Content may require special terms and conditions in addition to these Terms. In the event of any conflict, contradiction or incompatibility between the Terms and certain special terms, the latter shall prevail over the Terms.
- 13.2 We reserve the right, in the event of a breach by you of these Terms, not to take any immediate action or sanction. However, you will still be deemed to be in breach of these Terms and we will retain full discretion to take any further action to remedy such breaches.
- 13.3 In the event that one or more of the conditions of these Terms should be wholly or partially inapplicable, the other conditions shall remain valid and enforceable.

14 Disputes and jurisdiction

- 14.1 We take great care to provide you with the best possible experience. If, however, you are dissatisfied with your use of the Services or with a purchase you have made in accordance with the Terms, you may contact us at the following address: contact@apimove.com.
- 14.2 Furthermore, prior to any legal action or recourse to a third party, you undertake to try to find an amicable solution with us directly. We undertake to respond as quickly as possible and to make our best efforts to find an acceptable solution that protects our interests and yours.

14.3 Any legal action relating to these Terms shall be governed by French law and the competent courts of the city of Lyon in France, to the exclusion of any conflict of law rules.

That said and accepted, we wish you a pleasant APIMOVE experience.