

**TERMS OF USE** (hereafter the *Terms*)  
Version 30 June 2015

I. INTRODUCTION & SOME GENERAL PRINCIPLES

**Introduction.** Welcome to RIDER+, an integrated suite of motorized two-wheels related products and services, including:

- RIDER+ website (hereafter *RIDER+ Website*); and
- The RIDER+ mobile application (hereafter the *RIDER+ Application*).

Collectively, all of the above, are referred to as the *Services*.

**Who are We?** The Services are made available to you (individually, “you,” and collectively, “Users”) by MOTEО a company registered under the laws of Belgium, with registered seat at 2550 Kontich (Belgium), Satenrozen 8, and registered in the Commercial Register under the number BE0474.221.518 (hereafter *Moteo* and also referred to as *We, we, Our, or our*), subject to these Terms and Conditions of Use (the *Terms*), which may be modified from time to time subject to a reasonable prior notice to you. MOTEО is the owner of all proprietary rights relating to RIDER+ and the Services. RIDER+ MOTEО is an affiliate of ALCOPA NV, a company registered under the laws of Belgium, with registered seat at 2550 Kontich (Belgium), Pierstraat 231, and registered in the Commercial Register under the number BE0421.837.162.

**Binding Agreement.** By accessing, using, or downloading any of the Services, you agree to follow and be bound by the Terms. You can review the most current version of the Terms at any time at <http://www.moteogroup.com/en/rider> Any use of RIDER+ as well as any of the Services, as defined hereunder, will be governed by these Terms. By using RIDER+ or the Services, the user acknowledges and agrees to these Terms. If you do not agree with the Terms, you are prohibited from using the Services. By using the Services, you consent to the Terms and all revisions following your use.

**Privacy.** Upon acceptance of our Terms, any user information or content shared through the use of RIDER+ or through the Services in general will be processed by MOTEО. You will be required to create an account in order to access the RIDER+ as registered user (hereafter your *Account*). You can delete your Account at any time. We respect your privacy and do not sell or disclose your personal information to others unless you consent or as otherwise described in our [**Privacy Policy**]. Certain data and content that you upload or post in connection with your use of RIDER+ may be seen by others.

**No warranties.** No warranties are made by MOTEО in respect of RIDER+ and the Services in general, and we are not liable for any user activities connected with the use of RIDER+ and the Services in general. You acknowledge and agree that we offer the Services in reliance upon the warranty disclaimers, releases and limitations of liability set forth in the Terms. We would not be able to provide the Services to you for free without these warranty disclaimers, releases and limitations of liability.

**Things May Change.** We and our third party providers may make improvements and/or changes in the Services at any time without prior notice. We also reserve the right to modify or discontinue, temporarily or permanently and at any time, the Services, or any portion of them with or without

notice. You agree that we are not liable to you or to any third party in any way for any modification, suspension or discontinuance of all or some of the Services.

**Links and Alternate or Additional Terms or Guidelines.** We may require you to agree to additional terms, rules, policies, guidelines, or other conditions (collectively, the *Guidelines*) in order to use particular products, services, and/or features, to participate in certain promotions available through the Services, and/or to receive and/or use some Services that we may offer from time to time. In such cases, you may be required to expressly consent to additional terms set forth in applicable Guidelines. For instance, you might be obligated to check a box or click on a button marked “I agree.” If any of the terms of any Guidelines are different than the Terms, the terms of the Guidelines will supplement or amend the Terms, but only with respect to the matters governed by the Guidelines.

**Eligibility.** The Services are not intended or designed for children under 18 years of age. By using the Services, you represent and warrant that you are at least 18 years of age and have reviewed and now consent to the Terms.

The Services include features that require the use of motorized two-wheeled vehicles. By using the Services, you agree, represent, and warrant that you comply with all applicable laws (such as the necessary permits, valid driver’s license, etc.) relating to the use such motorized two-wheeled vehicle, traffic regulation and all general rules of safety on the road and that we give no warranty, nor assume any kind of responsibility in this respect. You agree to fully indemnify and hold us harmless in case of any type of third party claim in this respect. We also kindly remind you of the [Safety Policy] which is incorporated into and an integral part of these Terms.

## **II. PRIVACY POLICY**

The [Moteo Privacy Policy] is incorporated into and part of the Terms. Please review the Privacy Policy carefully for disclosures relating to our collection, use, and sharing of information in connection with the Services including personal and geographic location information.

## **III. MODIFICATION OF THE TERMS AND CONDITIONS OF USE**

We reserve the right, at our discretion, to revise, modify, add, or remove portions of the Terms at any time upon a reasonable prior notice to you. By your use of the Services, you obligate yourself to periodically check the Terms for any changes. Your continued use of the Services after the posting of any revisions or modifications to the Terms constitutes your binding acceptance of such changes.

## **IV. OWNERSHIP AND PROPRIETARY RIGHTS IN THE SERVICES AND RIDER+ CONTENT**

The Services are owned and operated by MOTEO. All content on the Services (except for User Content as that term is defined below), including but not limited to text, software, scripts, code, designs, graphics, photos, sounds, music, videos, applications, interactive features, patents, copyrights, trademarks, trade dress, service marks, and other intellectual property (collectively, “*RIDER+ Content*”) is owned by MOTEO. You acknowledge and agree that the Services, any necessary software used in connection with the Services (if any), and any RIDER+ Content contain

proprietary and confidential information that is protected by applicable intellectual property and other laws. Except as expressly permitted by applicable law or authorized by MOTEO or applicable third party service providers or advertisers, you agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, the Services' software, or any RIDER+ Content offered as part of the Services (other than User Content as that term is defined below), in whole or in part.

**Limited Personal License to You.** We grant you a limited, revocable, personal, non-transferable, and non-exclusive right and license to access and use the Services, provided that you do not (and do not allow any third party to) copy, modify, create a derivative work from, reverse engineer (except where permissible by law), reverse assemble, or otherwise attempt to discover any source code, or sell, assign, sublicense, grant a security interest in, or otherwise transfer any right in the Services. You agree not to access the Services by any means other than through authorized interfaces. You may not download, copy, or save any RIDER+ Content or any portion of it, for any purpose, except as permitted by select Services (e.g., printed maps) as provided for in specific Guidelines and/or additional terms applicable to those Services, and in the limited cases where you need to print a copy of individual screens appearing as part of the Services solely for personal use or records, provided that any logos, marks or other legends that appear on the copied screens remain and are not removed from the printed copy. Except as expressly permitted under these Terms or applicable Guidelines, you may not modify, copy, publish, display, transmit, adapt, or in any way exploit RIDER+ Content without our prior written permission.

**Our Trademarks and Intellectual Property (Reservation of Rights).** We own the terms "MOTEO", "RIDER+", "XXX", along with the associated logos, trade dress, service marks, and names of the specific Services (hereafter, collectively, the *RIDER+ Trademarks*), and they are the exclusive trademarks of MOTEO. You may not use or display any such RIDER+ Trademarks in any manner without our prior written permission. Any third party trademarks or service marks displayed via the Services are the property of their respective owners. We reserve all rights not expressly granted hereunder.

## V. ACCOUNT INFORMATION

Your RIDER+ Account provides a gateway for you to access and use RIDER+. To use RIDER+, you must create an RIDER+ Account. Your RIDER+ Account will automatically provide you access and means to use any new products or services that are made available through RIDER+, subject to the payment of any applicable fees of any. Currently, when using the RIDER+, you may choose to create a registered account or check out as a guest.

**User Data.** Account creation requires you to provide an email address and password and certain other personal information, as that term is used in our Privacy Policy; additionally, you may furnish other information such as current mileage, last service date, oil change, etc. (collectively, "User Data") as part of your use of particular Services. You should: (a) provide true, accurate, current, and complete information about yourself as prompted during the Account creation/registration process, and (b) maintain and promptly update the User Data to keep it accurate and current. You agree that we may use your User Data to provide the Services and for other Service-related purposes in accordance with the Moteo Privacy Policy. If you provide any information that is inaccurate or not current, some of our Services may not operate correctly. Additionally, if you provide any information for the purposes of fraudulent or criminal activities, or we have reasonable

grounds to suspect that such information has been provided, we have the right to suspend or terminate your Account and refuse any and all current or future use of the Services.

**Third Party Services and Logins.** You may enable or log in to the Services via various online third party services, such as social media and social networking services like Facebook or Twitter (hereafter ***Social Networking Services***). By logging in or directly integrating these Social Networking Services into the Services, we make your online and mobile experiences richer and more personalized. To take advantage of this feature and capabilities, we may ask you to authenticate, register for, or log into Social Networking Services on the websites of their respective providers. As part of such integration, the Social Networking Services will provide us with access to certain information that you have provided to them, and we will use, store, and disclose such information in accordance with our Privacy Policy. Please remember that the manner in which Social Networking Services use, store, and disclose your information is governed solely by the policies of such third parties, and we have no liability or responsibility for the privacy practices or other actions of any third party website or service that may be enabled within the Services. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available in connection with Social Networking Services. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Social Networking Services. We enable these features merely as a convenience to our Users.

**Third Party Applications and Content.** Over time, you may be able to access certain third party applications or content (“Third Party Applications”) via your RIDER+ Account. If you choose to access these Third Party Applications, you may be requested to log-in and sync your RIDER+ Account with such applications. You are in no way obligated to use any Third Party Applications, and your access and use of such applications is entirely and solely at your own risk. If you opt to use Third Party Applications via your RIDER+ Account, they will gain access to certain information that you have provided to us, including personal information, and they will use, store, and disclose such information in accordance with their individual privacy policies. The manner in which Third Party Applications use, store, and disclose your information is governed solely by their individual privacy policies and terms and conditions. We have no liability or responsibility for the privacy and information security practices or other actions of any Third Party Applications that you choose to access through your RIDER+ Account. In addition, we are not responsible for the accuracy, availability, or reliability of any information, content, goods, data, opinions, advice, or statements made available by any Third Party Applications. As such, we are not liable for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any such Third Party Applications.

## **VI. PASSWORD AND SECURITY DISCLAIMER**

When you create an Account, you will be asked to create a password to protect your Account. Because you will be responsible for all activities that generate from your Account, and you can only access your Account upon the transmission of your password, you should keep your password strictly confidential at all times. We reserve the right to suspend your Account and/or require that you alter your password if we believe for any reason that your password is no longer secure. *You may not share your Account password with any other person for any reason.*

We try to use reasonable security measures to protect against unauthorized access to your Account. We cannot, however, guarantee absolute security of your Account, your User Data or User Content,

or the personal information or location information you provide, and we cannot promise that our security measures will prevent third-party “hackers” from illegally accessing the Services or its contents. You agree to immediately notify MOTEO of any unauthorized or suspected unauthorized use of your Account or password or any other breach of security, and to accept all risks of unauthorized access to your Account, User Data or User Content, or any other information you provide in connection with your use of the Services.

## **VII. THIRD PARTY AND ERROR DISCLAIMER**

**Third Party Services Disclaimer.** Certain third parties and advertisers with whom we maintain a commercial relationship may market or sell their own promotions, products, and services on (or through) the Services (hereafter *Third Party Services Providers*). To participate in some of those promotions or obtain some of those products or services, you may be required to make payment for the specific product, service, or promotion to a Third Party Services Provider that markets or sells that specific product, service, or promotion. We are not responsible for the administration or application of any payments required by any such Third Party Services Provider for any such select product, services, or promotions. Further, we are not responsible for the performance or nonperformance of any Third Party Services Provider. You are in no way obligated to use or transact business with any particular Third Party Services Provider. *You agree that we are not liable for any loss or damages of any kind incurred by you as a result of any of your dealings with Third Party Services Providers available on the Services.*

**Errors and Inaccuracies.** Our goal is to provide complete, accurate, up-to-date information through the Services. Unfortunately, it is not possible to ensure that any website or mobile application is completely free of human or technological errors. The Services may contain typographical mistakes, inaccuracies, or omissions, some of which may relate to pricing and availability, and some information may not be complete or current. We reserve the right to correct any errors, inaccuracies or omissions and to change or update information at any time without prior notice. We sincerely apologize for any inconvenience this may cause.

## **VIII. USER CONTENT**

The Services contain interactive features that allow users to post, submit, publish, display, upload, email, message, supply, transmit, or otherwise make available to other users or persons (hereinafter *Share*) information (other than personal information and/or location information which are expressly covered and governed by our Privacy Policy), including but not limited to data, text, files, geo-mapped routes, sound, photos, videos, graphics, artwork, ideas, communications, designs, opinions, status updates, physical activity such as workouts and workout data, sleep activity, comments, and “likes” (hereafter collectively the *User Content*).

**Your Responsibility for User Content.** User Content available in connection with the Services, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such User Content originated. This means that you, and not us, are entirely responsible for all User Content that you Share via the Services.

By Sharing User Content via the Services, you warrant:

- you are solely responsible for the transmission, accuracy, completeness, and publication of that User Content;

- you control all of the rights to that User Content and that it does not and will not infringe or violate the rights of any third party.

**Prohibited User Content.** You may not Share User Content in connection with the Services that we determine in our sole discretion:

- is offensive, objectionable, and/or promotes racism, discrimination, bigotry, hatred, or physical harm of any kind against any group or individual;
- harasses or advocates harassment of another person;
- exploits people in a sexual or violent manner;
- contains nudity, violence, or pornographic subject matter.
- Promotes or instigates, in the most broadest sense, unsafe behavior on the road, in traffic or in respect of the use of motorcycles in general.

In addition, you may not Share User Content in connection with the Services that:

- provides any telephone numbers, street addresses, last names, or email addresses of anyone except yourself;
- promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory, or libelous;
- you do not have a right to make available under any law or under contractual or fiduciary relationships;
- infringes any patent, trademark, trade secret, copyright, privacy, or other proprietary rights of any third party, including User Content that promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
- involves the transmission of "junk mail," "chain letters," or unsolicited mass mailing, instant messaging, "spimming," or "spamming;"
- furthers or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons or drugs, violating someone's privacy, or providing or creating computer viruses;
- solicits passwords or personal identifying information for commercial or unlawful purposes from other members;
- involves commercial activities and/or sales without our prior written consent, such as contests, sweepstakes, barter, advertising, or pyramid schemes;
- includes a photograph of another person posted without that person's consent or, in the case of children under the age of eighteen (18), parental consent, or otherwise constitutes an invasion of an individual's privacy or infringement of publicity rights; or
- contains a virus or other harmful component.

**IMPORTANT: Review Of User Content** You acknowledge and agree that we and our designees have the right (but not the obligation), in our sole discretion, to pre-screen, monitor, refuse, or remove any User Content that is available via the Services. We may review and remove User Content at any time for any reason. Further, you acknowledge and agree that we may, at our sole discretion, deactivate or delete your Account temporarily or permanently and at any time if you post any of the Prohibited User Content outlined above.

**Inaccurate or Unsafe User Content.** By consenting to the Terms, you understand and acknowledge that when you access or otherwise use the Services, you may be exposed to User

Content from a variety of sources, and that we are not responsible for the accuracy, usefulness, safety, or intellectual property rights of or relating to such User Content.

**Objectionable User Content.** You understand that by using the Services, you may be exposed to User Content Shared by other Users that is inaccurate, offensive, indecent, or otherwise objectionable.

**Our Rights in User Content and User Data.** We do not claim ownership of User Content or User Data. However, with respect to User Content you submit or make available in connection with the Services (other than User Data), you grant us a worldwide, perpetual, irrevocable, royalty-free, and non-exclusive license, as applicable, to use, copy, distribute, reproduce, modify, adapt, create derivative works from, publicly perform, publicly display, incorporate, and otherwise exploit such User Content for any purpose—commercial, marketing, advertising, or otherwise—or in connection with our business including that of ALCOPA’s or ours or ALCOPA’s affiliates and subsidiaries, their products and services, the Services, and/or the promotion or marketing thereof. We are entitled to assign or sublicense all or a portion of this License in its entirety, without payment to you. You acknowledge and agree that: (a) we have the right to arrange the posting of User Content in any way it desires in MOTEO’s sole discretion; (b) MOTEO has no obligation to provide you with any credit when using your User Content, but in the event MOTEO chooses to provide you with credit, the size and placement of the credit is at MOTEO’s sole discretion; (c) any “moral rights” in your User Content have been waived, subject to mandatory law; and (d) you are not entitled to any compensation or other payment from us in connection with use of your User Content.

**Disclosure of User Content.** You should be aware that sharing User Content through RIDER+ inherently poses the risk of unintended disclosure and access by third parties to that User Content.

**IMPORTANT: Your Settings, Sharing, and What Others May See or Access.** You may have the option of making certain User Content that you submit in connection with your use of RIDER+ private by electing the “Private. Do Not Share” privacy setting. Additionally, you may have the option of making certain User Content that you submit or available only to those Users you have previously identified or accepted as “Friends” by electing the “Friends. Share With All My Friends” privacy setting.

If, in your RIDER+ Account privacy settings or upon submission of your User Content, you initially elect to mark such User Content as “Private. Do not Share.” “Friends. Share With All My Friends.” we will implement your election consistent with our promises to you for such User Content.

**WARNING: If you do not affirmatively set your Account Privacy Settings or User Content upon submission to “Private. Do not Share.” or “Friends. Share With All My Friends,” or later change such designation to “Public. Share With Everyone.” so as to allow such User Content to be made generally available to the public, we cannot and do not guarantee the privacy of such User Content. Such User Content will be viewable by the public (not just other Users) once you have elected to set your Account Privacy Settings or User Content to “Public. Share With Everyone”.**

In addition, some unauthenticated Users may have the ability to extract location information from

photos or videos that are posted by you with a “**Public. Share With Everyone**” designation.

**You Waive Your Rights and Any Claims Regarding User Content and Assume any Related Risks.** Under no circumstances will we be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or any loss or damage of any kind incurred as a result of the use of any User Content Shared via the Services. You agree to waive, and hereby do waive, any legal or equitable rights or remedies you may have against us with respect to any other party’s User Content. Without limiting the foregoing, we and our designees have the right to remove any User Content that violates the Terms or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any User Content available in connection with the Services, including any reliance on the accuracy, completeness, or usefulness of such User Content.

**No Confidentiality and How to Share an Idea.** Except for information necessary to place an order, you may not submit or share confidential or proprietary information or trade secrets through the Services. Unless we signed a specific bilateral non-disclosure agreement, any information, materials, suggestions, ideas or comments sent to us will be deemed non-confidential, and by submitting it, you are granting us an irrevocable and unrestricted license to use, modify, reproduce, transmit, display and distribute it for any purpose whatsoever, with no payment or other compensation to you. However, we will not use your name unless we are required by law to identify the source of the materials, information, suggestions, ideas or comments, or unless we first obtain your permission.

## **IX. USAGE RULES**

**Right to monitor.** We reserve the right, but have no obligation, to monitor any accounts and/or any activities conducted through or in any way related to the Services (including inviting a fellow user into a network of friends), as well as any user’s use of or access to location information, personal information, and profiles of other users, in accordance with the Moteo Privacy Policy.

**Prohibited Conduct & Uses.** You understand, acknowledge, agree and warrant that you may not and that you will not:

- use the Services or any personal information or location information displayed on or made available in connection with the Services in any manner not expressly permitted by these Terms and our Privacy Policy. Further, you expressly agree that you will not use the Services or any personal information or location information displayed on or made available in connection with the Services to “stalk,” harass, abuse, defame, threaten, or defraud other Users, or collect, attempt to collect, or store location information or personal information about other Users;
- use the Services if you are under the age of 18 years old;
- Share Prohibited User Content as outlined above;
- use the Services for any commercial or non-personal use, except as permitted by these Terms;
- use the Services for any illegal purpose, or in violation of any local, state, national, or international law, including, without limitation, laws governing intellectual property and other proprietary rights, data protection and privacy, and import or export control;
- make unsolicited offers, advertisements, or proposals or send junk mail to other Users of the Services. This includes, but is not limited to, unsolicited advertising, promotional materials,



- or other solicitation material and bulk mailing of commercial advertising, chain mail, informational announcements, charity requests, and petitions for signatures;
- provide false or inaccurate registration credentials, impersonate any person or entity, including but not limited to a MOTEO representative, and/or falsely claim an affiliation with any person or entity, or access the Accounts of other Users;
  - share passwords or any other means of access to a mobile device while any Service is running and accessible with any third party or encourage any other User(s) to do so;
  - misrepresent the source, identity, or content of information transmitted via the Services;
  - remove, circumvent, disable, damage, or otherwise interfere with: (i) the security-related features of the Services; (ii) the features of the Services that prevent or restrict use or copying of any content accessible through the Services; or (iii) the features of the Services that enforce limitations on use of the Services;
  - intentionally interfere with, or damage operation of the Services, or any User's enjoyment of them, by any means, including uploading or otherwise disseminating viruses, worms, or other malicious code;
  - attempt to gain unauthorized access to the Services, other accounts, computer systems or networks connected to the Services, or any part of it, through hacking, password mining, or any other means to interfere with, or attempt to interfere with, the proper working of any of the Services;
  - use any robot, spider, scraper, or other automated means to access the Services for any purpose without our express written permission, or bypass our robot exclusion headers or other measures we may use to prevent or restrict access to the Services, or modify the Services in any manner or form, nor will you use modified versions of the Services, including (without limitation) for the purpose of obtaining unauthorized access to the Services;
  - sell, transfer, or allow another person to access your Account, passwords, or profile; and/or
  - use the Services to harm minors in any way.

**Warning – Important note on Safety: You understand, acknowledge, agree and warrant that you must at all times comply with our [SAFETY POLICY].**

**Acknowledgment of Our Data Access and Usage Rights.** You acknowledge, consent, and agree that we may access, preserve, retain, and disclose your User Data and other User Content as permitted by these Terms and our Privacy Policy, if we have your consent, or if we are required to do so by law or in a good faith belief that such access, preservation, retention, and/or disclosure is reasonably necessary to: (a) comply with legal process; (b) enforce the Terms; (c) respond to claims that any User Content violates the rights of third parties; (d) respond to your requests for customer service; or (e) protect the rights, property or personal safety of MOTEO, ALCOPA, their respective affiliates and subsidiaries, Users, and the general public. Subject to the foregoing, we will endeavor to use reasonable security measures to maintain the confidentiality of your User Data.

## **X. THIRD PARTY CONTENT & EQUIPMENT DISCLAIMER**

You understand that use of certain features of the Services may require you to purchase third party equipment or materials (e.g. motorcycles, parts & accessories such as GPS and/or other products and services). While we may recommend, promote, or market the equipment or materials of certain third party suppliers, we have no responsibility for your acquisition or use of any third party

equipment or materials, and we do not guarantee that third party equipment or materials will function with the Services or will be error-free.

Certain content displayed on or linked to via the Services—namely, third party websites and news headlines (hereafter collectively the *Third Party Content*)—is developed by third parties. We do not make any express or implied warranties with regard to the nature of the information, material, products, or services that are displayed or linked by any Third Party Content. In addition, your contacts or business dealings with, or participation in the promotions of, individuals or merchants found on or linked by any Third Party Content exist solely and operate independently as between you and such individuals or merchants. You therefore agree that we are not responsible for or liable for any loss or damage of any sort incurred as the result of any such dealings or as the result of the placement of, or linkage to such Third Party Content.

## **XI. LINKS**

The Services may provide, or third parties may provide, links to other websites, applications, services, offers, and/or other resources (hereafter collectively the *Third Party Resources*). You acknowledge and agree that we are not responsible for the availability of such Third Party Resources and that we are not responsible or liable for any content, advertising, products, or other materials on or available from such Third Party Resources.

## **XII. MIXED-USE GUIDELINES**

The Services are made available for your personal, non-commercial use only. You may not employ the Services to sell a product or service, or to increase traffic to your own website or a third party website for commercial reasons, such as advertising sales. You may not take the results from a search of the Services and reformat and display them, or mirror the Website home pages or results pages on your website. Moreover, you may not “meta-search” our Services.

## **XIII. MOBILE APPLICATIONS**

**Wireless Carrier Considerations.** To use or otherwise access the RIDER+ Application, you must have a mobile device that is compatible with the Services and the RIDER+ Application. We do not warrant that the RIDER+ Application will be compatible with your mobile device. A wireless carrier’s normal messaging, data, and relating rates and fees will always apply. You should therefore check with your carrier to find out what is available and at what cost. In addition, downloading, installing, or using the RIDER+ Application may be prohibited or restricted by your carrier, and the RIDER+ Application may not work with all carriers or devices. Therefore, you should check with your carrier to find out if the RIDER+ Application is available for your mobile device, and what restrictions, if any, may be applicable to your use of the RIDER+ Application.

**Text and Mobile Messaging Express Consents.** By using the Mobile Applications, you expressly agree that we may communicate with you regarding the Services by SMS, MMS, text message, or other electronic means directed to your mobile device and that certain information about your usage of the RIDER+ Application may be communicated to us.

In the event you change or deactivate your mobile device telephone number, you agree to promptly update your Account information to ensure that messages are not sent to the person that acquires your old number.

**User End Licenses.** We hereby grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to use one copy of a given RIDER+ Application downloaded directly from a legitimate marketplace, solely in object code format and solely for your personal use for lawful purposes, on a single compatible mobile device that you own or control with your Account. An Account is comprised of the shared resources accessible by a single login ID on one mobile device owned or leased solely by you for your personal use.

You may not:

- modify, disassemble, decompile or reverse engineer the RIDER+ Application, except to the extent that such restriction is expressly prohibited by law;
- rent, lease, loan, resell, sublicense, distribute, or otherwise transfer the RIDER+ Application to any third party or use the RIDER+ Application to provide time sharing or similar services for any third party;
- make any copies of the RIDER+ Application;
- remove, circumvent, disable, damage, or otherwise interfere with security-related features of the RIDER+ Application, features that prevent or restrict use or copying of any content accessible through the RIDER+ Application, or features that enforce limitations on use of the RIDER+ Application; or
- delete the copyright and other proprietary rights notices on the RIDER+ Application.

You acknowledge and agree that we may from time to time issue upgraded versions of the RIDER+ Application, and may automatically electronically upgrade the version of the RIDER+ Application that you employ on your mobile device. You expressly consent to such automatic upgrading on your mobile device, and agree that the Terms (and any additional modifications of the same) will apply to all such upgrades. With respect to any open source or third-party code that may be incorporated in the RIDER+ Application, such open source code is covered by the applicable open source or third-party license agreement or terms, if any, authorizing use of such code.

The foregoing license grant is not a sale of the RIDER+ Application or any copy thereof, and we retain all rights, title, and interest in the RIDER+ Application (and any copy thereof). Any attempt by you to transfer any of the rights, duties, or obligations hereunder, except as expressly provided for in the Terms is void.

#### **XIV. ELECTRONIC COMMUNICATIONS**

**Your Messages and Responsibilities.** The Services may provide you with the ability to send messages and communications to us. You agree to use communication methods available via the Services only to send communications and materials related to the subject matter for which we have made available the particular communication method, and you further agree that all such communications by you are deemed your User Content and are subject to and governed by the Terms. By using any of the communications methods available via the Services, you acknowledge and agree that all communications methods constitute public, and not private, means of communication. You agree that all notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

#### **XV. CLAIMS OF COPYRIGHT INFRINGEMENT**

If you have reason to believe any part of the User Content or RIDER+ Content infringes the

copyrights of others, please notify us immediately. It is our policy to investigate any allegations of copyright infringement brought to our attention. We reserve the right in our sole discretion to immediately suspend and/or terminate access to the Services by any User who is alleged to have posted infringing materials or a link to infringing materials via the Services and to immediately remove or disable the allegedly infringing materials or link.

If you are the copyright owner (or are authorized to act on behalf of the copyright owner), please notify us immediately if you believe that (a) any Content displayed on or via the Services infringes your copyright or (b) any link posted via the Services links to materials that infringe your copyright. As soon as we receive your notice of claimed infringement, in the form described below, we will promptly remove or disable access to the materials that are claimed to be infringing (or the subject of infringing activity). Your notice must be in writing, and must include the following: a description of the copyrighted work you believe has been infringed (or if you believe multiple copyrighted works have been infringed, a representative list); a description of the material you believe is infringing or the subject of infringing activity, together with enough information to permit us to locate the material; enough information to permit us to contact you, such as, your name, address, telephone number and, if available, e-mail address; a statement that you have a good faith belief that the allegedly infringing use of the material was not authorized by the owner of the exclusive right that is allegedly infringed (the **Copyright Owner**), an agent for the Copyright Owner, or by law; a statement that all of the information you have provided is accurate; and a statement, made under penalty of perjury, that you are the copyright owner or are authorized to act on behalf of the Copyright Owner. Your notice must be signed (physically or electronically).

You acknowledge that if you fail to comply with all of the requirements of this section, your notice may not be valid.

## **XVI. LIABILITY & INDEMNIFICATION**

**No Warranties.** The Services and any third-party software, services, or applications made available in conjunction with or through the Services are provided “*AS IS*” and without warranties of any kind either express or implied. MOTEO, ALCOPA and their respective subsidiaries, affiliates, officers, employees, agents, partners, licensors and suppliers (hereafter collectively the **RIDER+ Parties**), disclaim all warranties, express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, and title and non-infringement.

The RIDER+ Parties make no warranty that (a) the Services will meet your requirements; (b) the Services will be uninterrupted, timely, secure, or error-free; (c) the results that may be obtained from the use of the Services will be accurate or reliable; (d) the quality of any products, services, information, or other material purchased or obtained by you through the Services will meet your expectations; and (e) any errors in the Services will be corrected.

The RIDER+ Parties do not warrant that the functions contained in the RIDER+ Application will be uninterrupted or error-free, that defects will be corrected, or that the Services, systems, networks or servers that make them available are free of viruses or other harmful components. Moreover, the RIDER+ Parties do not warrant or make any representations regarding the use of the results of the use of any personal information or location information or the Services in terms of security, safety, correctness, accuracy, reliability or otherwise. You (and not MOTEO or our suppliers or partners) assume the entire cost of any necessary servicing, repair, or correction related to the Services.

You expressly agree that our activities, which generate the User Content you post or seek to post on or via the Services (including but not limited to motorcycle driving and related activities) carry certain inherent and significant risks of property damage, bodily injury or death and that you voluntarily assume all known and unknown risks associated with these activities, even if caused in whole or part by the action, inaction, or negligence of the RIDER+ Parties or by the action, inaction, or negligence of others. You also expressly agree that MOTEO assumes no responsibility for the inspection, supervision, preparation, or conduct of any race, contest, group driving activity, or event that utilizes the Services.

To the extent permitted by applicable mandatory law, you expressly agree to release the RIDER+ Parties from any and all liability connected with your use of the Services (including but not limited to motorcycle driving and related activities). You also agree that in no event will the RIDER+ Parties be liable to you or any third party for any indirect, punitive, incidental, special, or consequential damages, arising out of or in any way connected with (a) your use or misuse of the Services, (b) your use or misuse of equipment or programs created, sold or licensed by use while engaged in driving-related activities, (c) your dealings with third party service providers or advertisers available through the Services, (d) any delay or inability to use the Services experienced by you, (e) any information, software, products, services, or content obtained through the Services whether based on contract, tort, strict liability, or otherwise, even if any of the RIDER+ Parties have been advised of the possibility of damages.

The RIDER+ Parties also disclaim any responsibility for the deletion, failure to store, misdelivery, or untimely delivery of any and all information or material, including RIDER+ Content and User Content. You understand and agree that when you download or otherwise obtain material or data via the Services, you do so at your own discretion and risk. The RIDER+ Parties disclaim any responsibility for any harm to you that results from downloading or accessing any information or material through the Services.

**Limitation of liability.** To the extent permitted under applicable mandatory law, you acknowledge and agree that under no circumstances, including, without limitation, negligence, will any of the RIDER+ Parties or suppliers be liable to you for any direct, special, indirect, incidental, punitive, reliance, consequential, or exemplary damages related to or resulting from: (a) the use, disclosure, display or maintenance of a user's personal information and/or location information; (b) your use of the Services or inability to use the Services; (c) the Services generally including the networks and systems that make the Services available; or (d) any other interactions with us or any other user of the Services, even if we have been advised of the possibility of such damages. This limitation will also apply with respect to damages incurred by reason of other Services or goods received through or advertised on the Services or received through any links provided with the Services, as well as by reason of any information or advice received through or advertised on the Services or received through any links provided in connection with the Services. This limitation also applies, without limitation, to the performance or non-performance of the Services or any information or merchandise that appears on, or in linked or related in any way to the Services. Such limitation applies notwithstanding any failure of essential purpose of any limited remedy and the fullest extent permitted by law.

Without limiting the foregoing, under no circumstances will any of the RIDER+ Parties be held liable for any delay or failure in performance resulting directly or indirectly from acts of nature, forces, or causes beyond their reasonable control, including, without limitation, Internet failures, computer equipment or security failures, telecommunication equipment failures, other equipment

failures, hacking, electrical power failures, strikes, labor disputes, riots, insurrections, civil disturbances, shortages of labor or materials, fires, floods, storms, explosions, acts of God, war, governmental actions, orders of domestic or foreign courts or tribunals, non-performance of third parties, or loss of or fluctuations in heat, light, or air conditioning.

Should the above limitation of liability for whatever reason not apply under your jurisdiction, you acknowledge and agree that, in such exceptional case, in no event, the total liability of anybody of the involved persons in relation to the Services and these Terms (in the aggregate) for all damages, losses, and causes of action arising out of or relating to the Terms (including its Privacy and Safety Policies) or your employment of the Services whether in contract, tort (including without limitation negligence), warranty, or otherwise, will exceed two-hundred and fifty euro (250,00 EUR).

You further agree that the limitations of liability set forth above will survive any termination or expiration of these Terms and will apply even if any limited remedy is found to have failed its essential purpose.

**Reasonable character.** You expressly agree and acknowledge that the above exclusion and limitations of warranties and liabilities are reasonable. You acknowledge and agree that we offer the Services in reliance upon the warranty disclaimers, releases and limitations of liability set forth in the Terms. We would not be able to provide the Services to you for free without these warranty disclaimers, releases and limitations of liability.

Because the mandatory law of some jurisdictions does not allow the exclusion or limitation of liability, the above limitation may not apply to you. However, in such exceptional case, you agree and acknowledge that the liability of the RIDER+ Parties will at all times be limited to the maximal extent as permitted under such applicable mandatory law.

**Indemnification.** You agree to indemnify and hold the RIDER+ Parties harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out: (a) the User Content you Share through the Services; (b) your use of the Services, (c) your athletic activities which generate the User Content you Share or seek to Share via the Services (including but not limited to motorcycle driving and related activities as well as related activities in connection with any contests, races, group activities, or other events which we may sponsor, organize, participate in, or where the Services are employed), (d) your connection to the Services, (e) your violation of the Terms, (f) your use or misuse of any User's personal information and location information, (g) any violation of the rights of any other person or entity by you, or (h) your employment of the Services to meet another User in-person or to locate and attend any offline place or event. We reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us under the Terms, and you agree to cooperate with our defense of these claims.

## **XVII. TERMINATION**

You agree that we may, under certain circumstances and with a reasonable prior notice, immediately terminate your Account and/or access to the Services. Cause for such termination includes, but is not limited to, (a) real or suspected breaches or violations of the Terms, other incorporated agreements, Guidelines, and/or additional terms, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated Account deletions), (d) discontinuance or material modification to the Services (or any portion thereof), (e) unexpected

technical or security issues or problems, and/or (f) extended periods of inactivity. Termination of your Account may include (x) removal of access to all offerings within the Services, (y) deletion of your User Data, personal information, files and User Content associated with or inside your Account, and (z) barring of further use of the Services. Further, you agree that all terminations for cause will be made in our sole discretion and that we are not liable to you or any third party for any termination of your Account or access to the Services.

#### **XVIII. APPLICABLE LAWS, ARBITRATION, CLASS ACTION WAIVER AND SURVIVAL**

**Dispute Resolution.** Any and all disputes, claims and causes of action arising out of or relating to the Terms and the relationship between you and us, including for example, regarding the Services, RIDER+ Content, User Content, usage of User Data or personal information will be subject to the exclusive jurisdiction of the Courts of Antwerp, Belgium.

**Governing Law.** The Terms and the relationship between you and us is be governed by the laws of Belgium, excluding the conflict of law provisions of the Vienna Convention.

**Time Bar.** You also acknowledge and understand that any claim arising out of or relating to the Terms and the relationship between you and us, including for example, regarding the Services, RIDER+ Content, User Content, usage of User Data or personal information must be filed in Court within one (1) year after such claim arose or it is forever barred.

#### **XIX. GENERAL**

You agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of the Terms or your use of the Services. The Terms constitute the entire agreement between you and us with respect to your use of the Services. Our failure to exercise or enforce any right or provision of the Terms does not constitute a waiver of such right or provision. If any provision of the Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms remain in full force and effect. You may not assign, delegate, or otherwise transfer your Account or your obligations under these Terms without our prior written consent. We have the right, in our sole discretion, to transfer or assign all or any part of our rights under these Terms and will have the right to delegate or use third party contractors to fulfill our duties and obligations under these Terms and in connection with the Services. Notice via email, regular mail, or notices or links displayed in connection with the Services constitutes acceptable notice under the Terms. Notice will be deemed received twenty-four hours after it is sent if transmitted via email or regular mail. In the event that notice is provided via links displayed in connection with the Services then it will be deemed received twenty-four hours after it is first displayed.

## PRIVACY POLICY (hereafter the *Privacy Policy*)

Version 30 June 2015

This Privacy Policy forms an integral part of the [Terms of Use] (hereafter the *Terms*). Any use of RIDER+ and of all of the [Services] will be governed by these Terms including this Privacy Policy. By using RIDER+ or any of the Services, the user explicitly acknowledges and agrees to the Terms including its Privacy Policy.

Any capitalized but undefined terms used in this Privacy Policy have the same meaning as when used in the Terms.

The information that you provide is collected and processed in full compliance with Belgian and European privacy legislation, more specifically the Belgian Act of 8 December 1992 on the protection of privacy in relation to personal data processing. MOTEO NV with registered offices at Satenrozen 8, 2550 Kontich (Belgium) and Belgian VAT and company number BE0474.221.518, [info@moteogroup.com](mailto:info@moteogroup.com), is considered as responsible processor of data under the aforementioned Belgian Act of 8 December 1992.

For the purpose of this Privacy Policy, every reference (with exception to the reference in the previous paragraph) to MOTEO will also include MOTEO's subsidiaries and affiliates as well as ALCOPA (as defined in the Terms) and any of the latter's subsidiaries and affiliates, which will consequently not be considered as third parties for the purpose of this Privacy Policy.

This Privacy Policy applies to all personal information and location information MOTEO collects or acquires about you through the Services and through any other media channels and platforms, whether online, offline, print, telephonic, mobile, wireless, or otherwise, collected or acquired. Certain products, services, and promotional offers made available by MOTEO may contain links to additional or different privacy terms. In the event of a conflict between this Privacy Policy and such additional or different privacy terms, the additional or different privacy terms will apply. This Privacy Policy may change. Please refer to this page frequently for the most up-to-date information.

By using the Services, you grant MOTEO permission to process your personal information in accordance with the provisions of this Privacy Policy.

Your personal data may be processed for the following purposes:

- exchanging information and answering your questions;
- enabling the Services;
- contacting you for the purpose of promoting and marketing of services and products of MOTEO;
- keeping you updated on interesting events regarding MOTEO, that may be of interest to you;
- observing MOTEO's statutory and regulatory obligations.
- Operating, maintaining, and providing you all of the features of the Services, including the display of customized content and advertising;
- Providing the basic functionality of the RIDER+ Applications, such as displaying your live location, movement and lean angle;
- Employing "reverse geo-coding" and your IP address or saved location information to provide you with specialized route and event content;
- Contacting you to deliver special offers, promotions, or other information;
- Auditing, research, and analysis in order to maintain, protect, and enhance the Services;



- Ensuring the functionality and usability of the Services;
- Installing and monitoring elements for security and/or credit or fraud prevention purposes;
- Creating user profiles that permit MOTEО to better understand what information a given user of the Services might like to receive from MOTEО;
- Providing you with information and notices related to the Services;
- Inviting you to participate in surveys conducted by MOTEО;
- Developing new products and services of MOTEО; and
- Improving MOTEО's marketing and promotional efforts.

By providing your personal data, you authorize MOTEО to perform the aforementioned processing.

MOTEО does not sell off your personal data to others. MOTEО generally shares user information:

- **With Your Consent.** MOTEО may share your personal information and/or location information where you have consented to the disclosure. Other than as described in this Privacy Policy, you will receive notice when information about you might go to third parties, and you will have an opportunity to choose not to share the information.
- **With Third Party Service Providers.** MOTEО may share any information it receives with vendors and service providers retained in connection with the provision of the Services.
- **For Protection of MOTEО, and Others.** MOTEО releases Account and other personal information when it believes release is appropriate to comply with the law; enforce or apply the Terms and other agreements; or protect the rights, property or safety of its companies, its users, or others. This includes exchanging information with other companies and organizations for fraud protection.
- **Merger, Acquisition, Sale, or Transfer of Assets or Business.** If MOTEО is acquired by or merged with or into another entity, or if (part of) MOTEО's assets or business is sold or transferred to another entity, your personal information may be transferred to such entity as part of the transaction, and that entity and its affiliates may use your personal information under the terms of their own privacy policies which may differ from this Privacy Policy.

Your data is retained at least as long as your Account is active and afterwards, for as long as – but also no longer than – is necessary to achieve the intended objectives.

**Social Media Connection.** You may choose to enable or log in to the Services via various social media or social networking services such as Facebook or Twitter (hereafter *Social Networking Services*). When you connect your Account to a social media account, MOTEО collects certain personal information that you have provided to that Social Networking Service.

**Location Information.** Some Services use location-based components. To provide these features, MOTEО or its partners and licensees may collect, use, and share precise location information, including the real-time geographic location of your mobile device. For some third-party partners, such as Google, this location information may be shared automatically. For others, such as Facebook, location information will only be shared with your explicit permission or if you choose to share it via the device. MOTEО will only process your location data with your express prior consent. Location information includes, but is not limited to, any information MOTEО derives in order to identify your geographic position. This information may be collected from your wireless carrier, certain third party service providers, or directly from the mobile device with which you use or access the Services. The collection and tracking of your location information may occur even when the Services, including the RIDER+ Mobile Application, are not actively open and running. Your location information, however, is only displayed and shared in accordance with your established privacy settings.

**Cookies, Automatic Data Collection, and Related Technologies.** When you access or use the Services, MOTEО and third parties that provide certain functionality on the Services, such as Facebook, Twitter,

and ad networks, may engage, receive, collect, and store certain types of information through automatic data collection tools including cookies, pixel tags, Web beacons, embedded Web links, and other commonly used information gathering tools (hereafter **Automatic Data Collection Tools**). These Automatic Data Collection Tools collect certain information including, but not limited to, information such as your web requests, Internet Protocol address, browser type, browser language, the date and time of your request, referring/exit pages and URLs, platform type, number of clicks, domain names, landing pages, pages viewed and the order of those pages, cookies that may uniquely identify your browser, and elements employed in the RIDER+ Applications.

**Cookies.** A *cookie* is a small data file stored by your web browser on your computer's hard drive. It allows MOTEО to recognize your computer (but not specifically who is using it) when you visit one of the Services by associating the identification numbers in the cookie with other user information you have provided to MOTEО. User information is stored on a secured database. Some cookies will remain on the hard drive of your computer or mobile device for the duration of your browsing session, while others will remain for longer periods of time or will remain unless and until deleted by you. You may be able to configure your browser to accept or reject all or some cookies (other than Flash cookies) or notify you when a cookie is set. Each browser is different, so please check the "Help" menu of your browser to learn how to change your cookie preferences. Please note that some of the Services or features may not function properly or at all if cookies are disabled or blocked.

**Flash Cookies.** Some third party service providers may use *flash cookies*, also known as *local shared objects* or *LSOs*. Flash cookies are saved on your computer in the same way as other cookies, but they cannot be rejected, disabled, turned off, opted out of, or deleted in the same way as regular cookies. For information on how to manage and remove Flash cookies, please visit: <http://helpx.adobe.com/flash-player/kb/disable-local-shared-objects-flash.html> or [epic.org/privacy/cookies/flash.html](http://epic.org/privacy/cookies/flash.html).

**Pixel Tags.** *Pixel tags* (also known as *tracking pixels* or *web beacons*) are small graphic files that allow MOTEО to monitor the use of the Services. The use of pixel tags is industry standard technology used by most major web sites. A pixel tag can collect information such as the IP (Internet Protocol) address of the computer that downloaded the page on which the tag appears; the URL (Uniform Resource Locator) of the page on which the pixel tag appears; the time the page containing the pixel tag was viewed; the type of browser that fetched the pixel tag; and the identification number of any cookie on the computer previously placed by that server. One of the ways in which MOTEО uses pixel tags is through a third-party service provider to serve ads on its behalf across the Internet. They may collect anonymous (other than your IP address) information about your visits to and interaction with the Services. They may also use this information about your visits to the Services and other websites and applications to target advertisements for goods and services.

**Right to consult, correct and oppose.** You are entitled to consult your data and correct or supplement it. You can view, update, or delete certain personal information through your Account. Please note that MOTEО reserves the right to retain personal information relating to you for a period of time, as reasonably necessary to document its business activities, comply with applicable laws or regulations or as needed for required disclosures. If you wish to edit personal information but are unable to do so by visiting your Account, please send a mail to [app@moteogroup.com](mailto:app@moteogroup.com). If you have not registered or created an Account with the Services but wish to contact us about accessing any personal information retained by us, please send a mail to [app@moteogroup.com](mailto:app@moteogroup.com). You may also freely oppose the processing of your personal data for the purpose of direct marketing or for any other legitimate reason. Please send a written, dated and signed notice stating your opposition in this regard to [info@moteogroup.com](mailto:info@moteogroup.com).

**Third party applications.** You may be able to access certain third party applications or content (hereafter collectively **Third Party Applications**) via your Account. If you choose to access these Third Party Applications, you may be requested to log-in and sync your Account with such applications. You are in

no way obligated to use any Third Party Applications, and your access and use of such applications is entirely and solely at your own risk. If you opt to use Third Party Applications via your Account, they will gain access to certain information that you have provided to MOTEO, including personal information, and they will use, store, and disclose such information in accordance with their individual privacy policies. The manner in which Third Party Applications use, store, and disclose your information is governed solely by their individual privacy policies and terms and conditions. MOTEO has no liability or responsibility for the privacy and information security practices or other actions of any Third Party Applications that you choose to access through your Account.

**Changes to this Privacy Policy.** MOTEO may update this Privacy Policy from time to time upon reasonable prior notice. You can determine when this Privacy Policy was last revised by referring to the “Last Updated” legend at the top of this page. Any changes will become effective upon posting of the updated Privacy Policy. MOTEO encourages you to periodically review the Privacy Policy to ensure familiarity with the most current version of it. If you have registered or created an Account, MOTEO may notify you of any changes to this Privacy Policy via email and may ask you to affirmatively acknowledge consent to the changes (e.g., by checking a box or clicking a button) at the time of your next Account login to the Services.

**SAFETY POLICY** (hereafter the *Safety Policy*)  
Version 30 June 2015

This Safety Policy forms an integral part of the [Terms of Use] (hereafter the *Terms*). Any use of RIDER+ and of all of the [Services] will be governed by these Terms including this Safety Policy. By using RIDER+ or any of the Services, the user acknowledges and agrees to the Terms including this Safety Policy.

Any capitalized but undefined terms used in this Safety Policy have the same meaning as when used in the Terms.

The Services include features that require the use of motorized two-wheeled vehicles. By using the Services, you agree, represent, and warrant that you comply with all applicable laws (such as the necessary permits, valid driver's license, etc.) relating to the use such motorized two-wheeled vehicle, traffic regulation and all general rules of safety on the road.

**IN THE MOST GENERAL WAY, YOU UNDERSTAND, ACKNOWLEDGE, AGREE AND WARRANT THAT YOU MUST AT ALL TIMES COMPLY WITH ROAD SAFETY AND TRAFFIC RULES.**

Please note that these road safety and traffic rules differ within the EU and that you must be aware of the applicable rules in the country of driving. The following official website of the European Union will give you a first (non-binding) insight on [country-specific rules](#). By clicking on "[Going Abroad](#)", you can download an app which will give you important road safety information for all EU countries wherever you are.

Safety on the road is one of our main objectives. Using a mobile phone without a hands-free set *while driving* is forbidden in most EU countries and, in most countries, you are considered to be "driving" as soon as your engine is running. **You therefore understand, acknowledge, agree, respect and warrant that:**

- **RIDER+ and/or Services are intended to *track* the driving but are not intended to be consulted *while driving*.**
- you will only activate RIDER+ before turning on the engine of your motorcycle and deactivate after you have turned off your engine.
- you will at all times remain focused on driving as soon as your engine is running and will make sure you are not distracted by your mobile device, nor by the activated RIDER+.
- You are not allowed, nor that there is any need, since the RIDER+ is to be activated before you start driving and deactivated after your motor is turned down, to consult RIDER+ while driving.

**WITH REGARD TO THE ABOVE, THE FOLLOWING CLAUSES APPLY *IN ADDITION TO* THE LIABILITY & INDEMNIFICATION CLAUSE IN THE TERMS.**

**The use of RIDER+ and the Services in relation to traffic and motor-cycle-driving related activities happens fully and exclusively on your responsibility and the RIDER+ Parties make no warranties whatsoever in this respect. You expressly agree that we are not liable for any (direct or indirect) loss or damages of any kind incurred by you as a result of the use of RIDER+ and the Services in**

**relation to the use of your motorcycle in traffic, any infringement of the rules and legislation on traffic and motorcycles in most broadest sense, or any infringement of this Safety Policy. You agree to fully indemnify and hold the RIDER+ Parties harmless from any claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use or misuse of RIDER+ or the Services in relation to traffic and motor-cycle-driving related activities in the most broadest sense.**

# CHARITY CHARTER

Version 30 June 2015

This Charity Charter is issued by MOTEO NV, a company registered under the laws of Belgium, with registered seat at 2550 Kontich (Belgium), Satenrozen 8, and registered in the Commercial Register under the number BE0474.221.518 (hereafter *Moteo* and also referred to as *We, we, Our, or our*).

Any capitalized but undefined terms used in this Charity Charter have the same meaning as when used in the [Terms].

For each properly tracked trip, MOTEO will contribute a fix sum per kilometer driven during such trip. A trip is considered properly tracked (hereafter a *Trip*) when (i) a motorcycle is used (as sole means of transport during the tracked distance) to make the trip, (ii) the RIDER+ Mobile Application is used to track the distance driven (exclusively) by said motorcycle; and (iii) (ii) the Terms, including Safety and Privacy Policies, as well as all relevant applicable laws were respected while using the motorcycle and RIDER+ Mobile Application. MOTEO will be the sole arbiter of the assessment whether or not these conditions are met. This assessment is not open for discussion or appeal. Only one contribution will be donated per Trip.

MOTEO, in its own discretion:

- will freely choose the charity institution or association where the donation is made to, making sure that it relates in some extent to promoting safety on the road.
- May, at all times and without notice, decide to change the charity institution or association where the donation is made to.
- decide, at all times and without notice, to choose more than one charity institution or association.
- decide, at all times and without notice, to stop the contribution.
- can, at all times and without notice, decide to adjust the sum of the contribution it wishes to make per driven kilometer.

None of the above choices and decisions open for discussion or appeal.

Except for ensuring a correct marketing communication on this campaign, MOTEO makes no warranties whatsoever in respect of this charity campaign. MOTEO will never be responsible nor liable for what said charity association or institution decides to do with the contributed funds. MOTEO operates completely independently from the charity associations/institutions and cannot be considered as a partner of these associations/institutions. MOTEO can therefore never be held liable for any actions, negligence, or whatsoever of these charity associations/institutions.

Taking into account the free character of the RIDER+ Mobile Application, to the extent permitted by applicable mandatory law, MOTEO rejects all liability towards you in relation to its charity campaign, in the mostwidest sense. In general, the charity campaign or this Charity Charter do not, directly or indirectly, create rights for you.

This Charity Charter is exclusively governed by the laws of Belgium, excluding the conflict of law provisions of the Vienna Convention. Any and all disputes, claims and causes of action arising out of or relating to this Charity Charter will be subject to the exclusive jurisdiction of the Courts of Antwerp, Belgium.