

Moove Connected Mobility B.V

General terms & conditions

General Terms & Conditions

1. Definitions

- 1.1 **General Terms and Conditions:** these general terms and conditions for the Connected Mobility Services of Moove.
- 1.2 **Driver:** the actual user whom the Client has authorised in writing to use the vehicle as part of the Fleet.
- 1.3 **Moove:** Moove Connected Mobility B.V., a private company with limited liability having its registered offices in The Hague and principal place of business at Stadsplateau 11 (3521 AZ) in Utrecht and registered with the Chamber of Commerce under number 24439644.
- 1.4 **Connected Mobility Services:** the vehicle-related data and (mobile) electronic communication services provided by Moove, which services can be accessed by the Client via the Moove Website.
- 1.5 **Connected Mobility Environment:** the IT environment in which the Connected Mobility Services are provided.
- 1.6 **Services List:** the list of Connected Mobility Services which are purchased by the Client on the basis of the Supply Agreement.
- 1.7 **Dongle:** a device that the Client purchases from Moove that can be used to obtain the Data via the satellite and to send and receive this data and other messages via the Connected Mobility Services (either automatically according to a set procedure or by manual gathering of information).
- 1.8 **Area:** the area as delineated in the Supply Agreement.
- 1.9 **Data:** mean possibly and depending on what Connected Mobility Services the Client purchases, the following personal data or data registered by the vehicle:
 - (a) contact details of the driver, such as name, address, residence, telephone number and email address;
 - (b) age and sex of the driver;
 - (c) data relating to the driver's driving licence;
 - (d) details of the driver's employment, profession and employer;
 - (e) the registration number, vehicle identification number and data related to the vehicle used by driver, such as the date of purchase, mileage, data related to previous maintenance and damage, etc;
 - (f) location data of the vehicle generated by actions actively performed by driver himself, such as navigation aids, searches entered into the navigation system, etc;
 - (g) (technical) safety related data, such as information on the activation of airbags and belt tensioners, windows and doors that may or may not be closed, etc.
 - (h) (technical) data relating to engine status, control, braking, maintenance, remaining mileage and months for next service, etc;
 - (i) driving information such as speed, use of brake and accelerator pedals, direction of the vehicle, fuel consumption, how much fuel a vehicle still has, driving time, etc;
 - (j) location information, such as the actual position of the vehicle at that moment, determination of the zone in which the vehicle is located, geofencing, etc;
 - (k) ambient data, such as outdoor temperature; and
 - (l) all other data necessary for performance of the Supply Agreement and improvement of the Connected Mobility Services.
- 1.10 **Geotab:** the manufacturer and supplier of the Dongle, Geotab Inc., with offices at 1075 North Service Road West, Unit 21, Oakville, ON L6M 2G2 in Canada.
- 1.11 **Client:** the client as identified in the Supply Agreement.
- 1.12 **Supply Agreement:** the principal agreement between Moove and the Client, including all appendices thereto and the agreements to be concluded on the basis thereof, among which a processor's agreement as well as all requests, offers, orders, delivery confirmations and invoices.
- 1.13 **Force Majeure:** any cause outside the reasonable control of the particular Party which affects performance of the Agreement, including in any event enduring transport, telecommunications or power outages.
- 1.14 **Parties:** Moove and the Client;
- 1.15 **Price Overview:** the prices for the Connected Mobility Services as specified in the Supply Agreement.
- 1.16 **Fleet:** the vehicles specified in the Supply Agreement.
- 1.17 **Website:** the website www.mooveconnectedmobility.com.

2. Applicability of the General Terms and Conditions

- 2.1 These General Terms and Conditions constitute an integral and inextricable part of the Supply Agreement, if and to the extent it is contained therein that the Client purchases Connected Mobility Services.
- 2.2 Any general terms and conditions and/or purchasing conditions used by the Client in relation to the Connected Mobility Services do not apply to the Supply Agreement and are explicitly excluded.

2.3 All documents mentioned in these General Terms and Conditions and any offers must be treated confidentially and can only be shown to other parties or disseminated after written permission is obtained from Moove.

3. The Connected Mobility Services

3.1 The Client is granted the non-exclusive and non-transferable right to use the Connected Mobility Services for reporting, scheduling and messaging purposes.

3.2 Moove provides the Client with the necessary access details, such as account names, user names and passwords, for the Dongles specified in the Supply Agreement and installed in the Fleet. If and to the extent the Client wishes to expand the number of Dongles at any point, it will notify Moove of this and document the purchase of these in writing.

3.3 The Client is responsible for:
(a) ensuring that the properly functioning browser software and Internet access to the Connected Mobility Services has sufficient capacity, and
(b) the correct configuration of the Connected Mobility Services in the Client's internal IT environment.

3.4 Moove reserves all rights to modify the design, content, size and/or structure of the Connected Mobility Environment and/or the Connected Mobility Services at any time without being required at any point to inform the Client about these changes.

3.5 The Client may not use the Connected Mobility Services for illegal purposes; he/she will also not permit third parties to do so. The Client does not have the right to further process or forward the data and information received in the context of using the services to third parties for commercial purposes.

3.6 The Client is exclusively entitled to use the Dongle in the vehicle to which it is linked and exclusively for the provision of services by Moove. The Dongles are vehicle-specific and the Client may not move them from one vehicle to another or use them in a different vehicle.

3.7 Exclusively the Client is responsible for maintaining the confidentiality of the Client's account information, which includes but is not limited to the passwords used by the Client, and all the Client's activity in the Connected Mobility Environment. The Client is required to notify Moove without delay of any unauthorised use of the Client's account information and activity.

4. Use and availability of the Connected Mobility Services

4.1 Moove provides the Connected Mobility Services and the Connected Mobility Environment. Moove is not responsible and/or liable for the purchase and/or use of Dongles by the Client nor for the (potentially required) permission of the Driver(s) for the use of his or her personal data in connection with the Connected Mobility Services to be provided to Client.

4.2 Moove neither guarantees that the Dongle and the (GPS) technology on which it is based will continue to support the Connected Mobility Services and the Connected Mobility Environment nor that the Client will be able to successfully use the Connected Mobility Services and the Connected Mobility Environment for the use described in Article 3.1, because this use depends in part on circumstances outside of Moove's control, including those circumstances for which the Client is responsible on grounds of Article 3.3. The Client acknowledges and agrees that Moove is dependent on the performance of third parties which provide (supporting) services and the Dongle. Among others, the situations below could occur:

- (a) The service provision may be geographically limited by the reception and transmission range of the communications stations managed by the respective network providers.
- (b) The service provision may also be detrimentally affected by, among other things, atmospheric conditions, topographical conditions, the location of the vehicle and obstacles (for instance, bridges and buildings).
- (c) Disruptions can occur as the result of Force Majeure, which could include strikes, lockouts and government regulations, or as the result of technical and other interventions in the systems of Moove, Geotab, the suppliers of traffic data or the network operators which are aimed at correct or improved service provision (for instance: maintenance, repairs, software updates, expansions).
- (d) Disruptions can also occur as the result of temporary capacity problems caused by peaks in usage of the Connected Mobility Services or disruptions in third-party telecommunication systems.

4.3 Moove retains all intellectual property rights vested in the Connected Mobility Services and the Connected Mobility Environment and the Client cannot acquire any rights, claims and/or interests in these intellectual property rights at any time, regardless of the use that the Client makes of these based on the Supply Agreement and these General Terms and Conditions.

5. The Dongle

5.1 The Client acknowledges and agrees that the Dongle is produced and supplied by entities not affiliated with Moove, including but not limited to Geotab.

5.2 The Client indemnifies and defends Moove and the (group) companies affiliated with it against any claim, demand, loss, damage compensation, penalty, costs and expenses (including legal costs) that arise from or are in any way connected with the use of the Dongle by the Client, the Driver and/or demands from third parties.

5.3 The Client is responsible for ensuring the Dongle is maintained adequately and in good condition and will take all reasonable measures to that end as well as take those measures necessary to prevent or at least reduce any damage caused by the use of this Dongle.

6. Price and payment

- 6.1 For the provision of the Connected Mobility Services, the Client pays the fees as defined for the individual services in the Price Overview in the Supply Agreement. The charges are excluding (a) VAT and other turnover tax and incidental costs and expenses and (b) costs in connection with the purchase, lease or use of the Dongle (unless agreed otherwise).
- 6.2 Moove may adjust the fees at any time provided Moove has notified the client of this at least three (3) months in advance.
- 6.3 The Client will still owe Moove the fees for the Connected Mobility Services even after expiration of the Supply Agreement until the moment at which it hands in the Dongle along with all additional and related items.
- 6.4 The Client is not permitted to apply a discount to, suspend payment of or set off any amount that it will owe Moove under the Supply Agreement or the Connected Mobility Services.
- 6.5 If any amount owed by the Client on the basis of the Supply Agreement or Connected Mobility Services has not been paid by the due date at the latest, the Client is in default, without any notice of default being required, and the Client owes interest of 1.5% per month on the outstanding amount from the due date until the date of payment in full, whereby a part of a month is counted as a full month. Moove will charge on to the Client any third-party costs for collection of claims.
- 6.6 If any amount owed by the Client on the basis of the Supply Agreement or Connected Mobility Services has not been paid by the due date at the latest, Moove reserves the right to suspend the Client's access to and use of the Connected Mobility Services until all outstanding amounts (including interest and costs) have been paid. The costs of suspending and reactivating the Connected Mobility Services will always be borne by the Client.

7. Liability

- 7.1 Under no circumstances shall Moove be liable - either due to a contract, wrongful act (including, in any event, negligence), improper representation (other than deceptive representation), non-compliance with a legal obligation or otherwise due to the Supply Agreement and/or Connected Mobility Services - for any damage (including costs, any loss of profit, loss of expected savings, revenue, business (including the vehicle and/or the Dongle), loss or corruption of data, operating loss, loss of goodwill, loss due to delay, or any direct, indirect or consequential damage of any nature) sustained by the Client, the Driver, the person actually operating the vehicle, passengers in the vehicle and/or third parties, which damage has been caused directly or indirectly by or is in any way related to:
 - (a) the use of the Connected Mobility Services and/or the Dongle;
 - (b) shortcomings, interruptions or defects in the Connected Mobility Services and/or the Dongle;
 - (c) actions by third parties hired by Moove;
 - (d) Moove's use of (privacy-sensitive) data provided or obtained (from the Client, the Driver and/or from third parties) in the context of the Supply Agreement and/or the Connected Mobility Services;
 - (e) violation of applicable legislation and regulations;
 - (f) the Client's non-fulfilment of any obligation under the Supply Agreement and/or the Connected Mobility Services;

unless the damage was caused as a direct result of intent or gross negligence on the part of Moove.

- 7.2 The Client shall indemnify Moove - in addition to the indemnification referred to in Article 5.2 of these General Terms and Conditions - expressly against third-party demands and claims that are based on or related to any damage mentioned above, and the Client shall indemnify Moove against all third-party claims concerning this matter and shall reimburse all costs that Moove may pay to protect its rights or any damage that Moove may suffer.
- 7.3 A claim in relation to loss or damage must be reported to Moove within three (3) months after the date on which the damage was caused, failing which this claim is deemed to have been forfeited.

8. Force Majeure

- 8.1 Neither of the Parties shall be liable for any failure to perform its obligations under the Supply Agreement (with the exception of payment obligations) caused by Force Majeure. The Party delayed from performing its obligations will make all reasonable efforts to overcome or work around the Force Majeure.

9. Data processing

- 9.1 The Parties shall observe all provisions of relevant laws and guidelines concerning data protection. This includes the obligation of the Client to adequately inform the data subjects about the processing of their data by Moove on the basis of the Client's instructions.
- 9.2 For the purposes of performing and improving the Connected Mobility Services, Moove and the service providers and suppliers it has hired, including but not limited to Geotab, collect and process data on the Client, the Fleet, the Drivers and the relevant vehicles. Moove will collect and process these data on the Client, the Drivers and the relevant vehicles exclusively to the extent this is useful for performing and improving the Connected Mobility Services. The appointments made hereto with the Client shall be captured in a processor's agreement. The collection and processing of data on the Client, the Fleet, the Drivers and the relevant vehicles takes place in accordance with the applicable legislation and regulations, among which the General Data Protection Regulation ("GDPR"). When collecting and processing the personal data of the Driver, Moove assumes that the Client (i) has sufficiently ascertained the interests of these Drivers, (ii) has properly balanced these interests, and his own - legitimate - interests in the collection and processing of relevant personal data, (iii) has been able to make the reasoned decision to collect and to process the relevant data on the grounds stated in the processing agreement entered into with Moove and the objectives

described in the Supply Agreement. The Client is aware that a Driver may restrict the collection and processing of his / her personal data by using the rights the GDPR gives him

- 9.3 Processing of the data on the Client, the Fleet, the Drivers and the relevant vehicles shall not take place outside countries belonging to the European Union, unless they offer at least such guarantees as the European Union and it has been agreed in writing with the Client that processing may also take place in those countries, such as in the case of Geotab, which has its head office in Canada.
- 9.4 The data required for the performance and improvement of the Connected Mobility Services is stored for the duration of the Connected Mobility Services and for as long as necessary for Moove to be able to satisfy its obligations in accordance with the applicable regulations. It is the Client's responsibility to delete all the data and other contents, if applicable, that have been stored in the Connected Mobility Environment in relation to the Connected Mobility Services at the end of the Connected Mobility Services and/or Supply Agreement.
- 9.5 Moove reserves the right to share aggregate information (that cannot be traced back to persons) obtained in the context of the Connected Mobility Services with third parties for any purpose whatsoever. If the Client does not want these data to be shared, the Client should not activate the Connected Mobility Services.

10. Term and termination

- 10.1 Without affecting any of its other rights arising from this, either Party can terminate the service provision under the Connected Mobility Services immediately by written notice if:
 - (a) the other Party fails to comply with or fulfil an essential condition contained herein, including in any event failure to pay or late payment, and this default or non-compliance (if it can be remedied) is not remedied within thirty (30) days after the written notice reporting the non-compliance and demanding it be remedied has been given,
 - (b) one of the situations below occurs: (a) the dissolution of the other Party is applied for; (b) the other Party is the subject of a court decision or an actual decision is taken to dissolve the other Party; (c) the application for an order or request for appointment of a receiver (including an administrative receiver), administrator, trustee or similar manager is filed in relation to the other Party; (d) if a receiver, administrative receiver, administrator or similar manager has been appointed for the assets or the undertaking as a whole or a part thereof; (e) the other Party reaches a composition or settlement with its creditors in general or an instruction in favour of its creditors or other similar arrangement; (f) the other Party goes bankrupt; (g) the other Party is no longer able to pay its debts or becomes otherwise insolvent; (h) the other Party discontinues or threatens to discontinue its business, or
 - (c) there has been a delay or non-fulfilment in the performance of the service provision under the Connected Mobility Services that is due to Force Majeure, which delay or non-compliance has lasted more than three (3) months.

11. Joint and several liability

- 11.1 If multiple legal entities or natural persons act as Client under the Supply Agreement, each is jointly and severally liable for the correct and timely fulfilment of everything arising for the Client under the Supply Agreement, including all costs and damage relating to incorrect fulfilment of this Supply Agreement and/or services purchased on this basis. If the Client has signed the Supply Agreement, it is also jointly and severally liable to Moove for the fulfilment of the obligations arising from all agreements to be entered into under the Supply Agreement, even if that Client did not also co-sign the particular agreement or purchase order thereto.
- 11.2 A joint and several co-debtor remains fully liable for the total even if the term or conditions of the Supply Agreement and/or any agreements arising therefrom are amended or adjusted and he has not explicitly granted his cooperation or permission for that.

12. Other

- 12.1 All judicial and extrajudicial collection costs reasonably incurred by Moove as a result of the Client's failure to comply with the payment obligations, are at the Client's expense. The extrajudicial collection costs are calculated based on the Extrajudicial Collection Costs Decree (Besluit voor vergoeding van buitengerechtelijke incassokosten) of 1 July 2012 (Bulletin of Acts and Decrees 2012/141), or its legal successor.
- 12.2 Neither of the Parties may assign, outsource, transfer or make available its rights and obligations under the Supply Agreement or any agreement arising therefrom, either entirely or in part, without the advance written permission of the other Party, on the understanding that Moove may assign, outsource, transfer or make available its rights and obligations under the Supply Agreement or any agreement arising therefrom, either entirely or in part, to its affiliated companies, without the advance permission of the Client.
- 12.3 The services provided by Moove are subject to turnover tax. All onward charges and invoices from Moove are increased with turnover tax.
- 12.4 The illegality, invalidity or non-enforceability of a provision from the Supply Agreement and/or these General Terms and Conditions does not affect the legality, validity or enforceability of the remainder of the Supply Agreement and/or General Terms and Conditions. If the rest of the provision(s) is/are not affected, the Parties shall make all reasonable efforts to reach an agreement within a reasonable term on legal and reasonable changes to the Supply Agreement and/or General Terms and Conditions that are necessary for ensuring, as much as possible, the same effect that would be achieved by the relevant provision or part of the provision in question.
- 12.5 Moove is entitled to amend these General Terms and Conditions, and these amendments shall take effect on the date on which the Client is notified of them.

13. Applicable law and competent court

- 13.1 The Supply Agreement and all agreements arising from it, whether or not in connection with the Connected Mobility Services, are exclusively governed by Dutch law.
- 13.2 Any disputes arising from the Supply Agreement and all agreements arising from it will exclusively be submitted to the competent court in Utrecht, the Netherlands.

Moove Connected Mobility B.V.
Utrecht, November 2019

we'll get there.

Get in touch

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