

## **General Terms of Use – MY ALD**

### **I. PASSWORD**

**1.1** For security reasons, the password granted to you will be valid only for the first connection attempt. You will then be required to modify your password by creating a strong password (a “Strong Password”), i.e. a password which shall: (i) include three out of the four following characters in the key space: upper case, lower case, digits, symbols or punctuation; (ii) be at least eight characters long.

**1.2** You shall then modify your password every twelve months, always by creating a new Strong Password. **1.3** Access to and use of the Site and the Services will be automatically denied after three successive unsuccessful attempts to access to the Site with an incorrect password. Should you lose your password, you shall request a new one from your ALD Business Key Contact by simple letter or e-mail, or directly from the Site Global Administrator via the “Forgot your password?” link. You will then be provided with a temporary password valid until you connect to the Site. This temporary password shall then be changed by choosing a new Strong Password.

**1.4** Access to and use of the Site and the Services are automatically granted to you provided that you have already entered into an Agreement with ALD, unless granted to you for trial purposes.

**1.5** To access to and use the Site and Services, you shall enter your identifier and your password which is granted to you in accordance with the process described on the Site.

**1.6** You shall keep your password confidential and secured, and not let others use it. You are responsible for all actions that take place as a result of access to and use of the Site and the Services via your password. In the event that your password becomes known to any unauthorised user you shall immediately notify us of such failure or error.

**1.7** ALD reserves the right to change and/or cancel your identifier and password, without prior notice or restriction, in the event (i) that you have not accessed or used the Site or the Services for ninety days, (ii) of a risk for the security of ALD or any its Affiliates IT system or all or part of the Site, or (iii) that we believe that you or anyone to whom you disclose your password are or may be in breach of these Terms.

**1.8** You may also directly request the suspension or cancellation of your identifier, your password and/or your access to the Site by contacting your ALD Business Key Contact by simple letter or e-mail, or the Site Global Administrator via the “Contact us” link.

### **II. ACCESS AND USE TERMS AND CONDITIONS**

#### **1. SUBJECT MATTER**

**1.1** This website (the “Site”) is an information site in relation with car and automobile in general and more particularly with full service leasing and fleet management.

**1.2** These are the general terms and conditions (the “Terms”) governing user (“you” or “your”) access and use of the content offered to you by ALD International SA, société anonyme à conseil d’administration, and ALD Automotive Fuhrparkmanagement und Leasing GmbH (“ALD”, “we”, “us”, “our”) on this Site.

**1.3** The Site is hosted by:

ALD International SA, société anonyme à conseil d’administration, a company organized and existing under the laws of France, registered in Nanterre (France) under company registration number B 417 689 395, having its registered office at 15, allées de l’Europe, 92588 Clichy Cedex, France,

Legal Representative: Mr. Michael Masterson

Publication Manager: Mr. Stéphane Renie

Editorial Manager: Mr Aurélien Morel

**1.4** Please read these Terms carefully. By accepting these Terms when accessing and using the Site for the first time, you acknowledge that you have read and understood these Terms and that you agree to be bound by all of its provisions.

## **2. PROPRIETARY RIGHTS**

**2.1** You shall only make fair use of the words and marks in connection with ALD including but not limited to stylised representations, all associated logos and symbols and combinations of the foregoing with another word or mark (the “Trademarks”) and shall not use the Trademarks (i) as or as part of your own trademarks; (ii) in a manner which is likely to cause confusion; (iii) to identify products or services to which they do not relate; (iv) to imply endorsement or otherwise of products or services to which they do not relate; or (v) in any manner which does or may cause damage to the reputation of ALD or any of its subsidiaries and affiliated companies (the “Affiliates”).

**2.2** You acknowledge and agree that the content, including but not limited to data, database, information, material texts, pictures, photographs, software, functionalities and graphics contained in or accessible through the Site (the “Content”) whether presented to you by ALD or any third party are protected by copyrights, trademarks, service marks, patents, or other proprietary rights and law. All rights are expressly reserved.

**2.3** You shall not, except to the extent expressly permitted by the applicable law or as may be otherwise agreed (wholly or partly):

- copy, disclose, modify, reformat, display, distribute, licence, transmit, sell, perform, publish, transfer, link to, reverse, engineer or decompile the Content; or
- remove, change or obscure in any way the Content or otherwise use any material obtained whilst using the Site except as set out herein; or
- copy or use the Content for any commercial purpose; or
- remove, obscure or change any copyright, trademark or other intellectual property right notices contained in the Content.

**2.4** You are only allowed to access to and use the Site as set out in these Terms.

**2.5** Except as otherwise provided, nothing in these Terms shall be construed as conferring any exclusive license or other transfer of rights to you of any intellectual property or other proprietary rights of ALD or its Affiliates or any third party.

You shall refrain notably from selling, supplying, lending or renting out all or part of the Content to third parties, granting user licenses thereto or making it available in any form whatsoever, by any legal means, without ALD’s prior written consent.

**2.6** By way of exception, some of the Content is/may be the property of their respective authors.

## **3. CONTENT OFFERED TO YOU ON THE SITE**

**3.1** The Content offered to you on the Site is for information purposes only. It is your sole responsibility to satisfy yourself prior to accessing to and using the Site in any way that is suitable for your purposes. The Content is periodically updated and/or changed and you should check them regularly to ensure that you have the latest updates and/or changes. ALD reserves the right to update and/or change the Content at any time. By continuing to access and use the Content you will be deemed to have accepted the updates and/or changes thereof.

**3.2** The purchase of services and products offered by ALD have in any case to be contractually agreed between ALD and you, and can only be utilized in strict accordance with ALD’s General Terms and Conditions of Business.

**3.3** Although we use reasonable endeavours to provide you with accurate Content, neither ALD nor any of its suppliers or employees, neither any of its Affiliates nor any of their suppliers or employees, make any warranty, expressed or implied, or assume any legal liability (to the extent permitted by law) or responsibility for the suitability, reliability, timeliness, accuracy or completeness of the Content.

**3.4** The Content of the Site only relates to the Republic of Austria.

**3.5** Access to and use of the Content may be restricted for certain people or in certain countries. In this respect, you shall ensure that you are legally authorised to access to and use the Content.

**3.6** We shall not be liable for hypertext links established to other sites, particularly as regards the content of these sites. We shall not be liable for hypertext links to this site and shall prohibit anyone from creating such a link without its prior express authorization. You shall also refrain from deep-linking to the Site for any purpose unless expressly authorized in writing by us.

**3.7** We also reserve the right to include advertisements of our choice on pages of the Site.

#### **4. CHARGES AND COSTS**

Access to and use of the Site are currently free of charge. However, ALD reserves the right to charge the access to and use of all or part of the Site or any optional functionality subsequently added in the future, subject to giving you clear notice. You will then have the possibility to discontinue accessing to and using the Site if you do not want to incur extra charges.

#### **5. LIABILITY**

**5.1** ALD does not guarantee that the Site will function without interruption or errors in functioning. In particular, its operation may be momentarily interrupted due to maintenance, updates, or technical improvements. ALD also disclaims all liability for any malfunctioning, impossibility of access, or poor use conditions of the Site notably due to inappropriate equipment, disturbances linked to the internet service provider, to the saturation of the Internet network and for any other reason unrelated to us.

**5.2** Neither ALD nor any of its Affiliates shall be liable for any loss of use, profits or data or any indirect, special or consequential damages or losses, whether such losses or damages arise in contract, negligence or tort, including without limitation to the foregoing any losses in relation to:

- use which you make of the Site or reliance on Content or any loss of any Content resulting from delays, nondeliveries, missed deliveries, or services interruptions; and
- defects that may exist or for any costs, loss of profits or consequential losses arising from your use of, or inability to use or access or a failure, suspension withdrawal of all or part of the Site at any time; and
- failure from your part or from the companies or entities you represent, to comply with the Site software installation instructions.

**5.3** To the fullest extent permissible under applicable law, we are providing this Site and its Content on an 'as is' basis and we disclaim any and all conditions, representations or warranties which may be implied or incorporated into these Terms, by law or otherwise. Your only remedy under the Terms is to discontinue using the Site. Any liability due to slight negligence shall be excluded in any case.

**5.4** ALD uses reasonable endeavours to ensure that the Site contains no inaccuracies, errors, viruses or defects; however ALD does not warrant that this is the case.

#### **6. INDEMNIFICATION**

You shall indemnify and hold ALD and any of its Affiliates harmless from and against any claim by a third party from all losses, costs, actions, proceedings, claims, damages, expenses (including reasonable legal costs and expenses), or liabilities, whatsoever suffered or incurred directly or indirectly by ALD as a result of, from access to and use of the Site by you or your breach or non-observance of these Terms.

## 7. AMENDMENT OF TERMS

ALD reserves the right to amend the online Terms at any time. In such a case, ALD will notify you immediately. Upon your acceptance such amendments shall become effective.

## 8. SUSPENSION AND TERMINATION OF ACCESS AND USE OF SITE

**8.1** ALD may suspend the access to and use of the Site (i) for repair and maintenance work and (ii) in order to update and/or change the Content from time to time and (iii) in the event that we believe that you or anyone to whom you disclose your password are or may be in breach of these Terms and (iv) if you do not accept a change of the online Terms.

**8.2** ALD may terminate the access to and the use of the Site if ALD ceases to offer the Site for any reason whatsoever.

**8.3** ALD shall use reasonable endeavours in order to inform you as soon as possible and to give you the reason of termination. In such an event, you shall still have the right to contact the webmaster via the “Contact” link.

In all cases, you shall not be entitled to any indemnification or financial compensation for any reason whatsoever.

## 9. DATA PROTECTION

### General duties of ALD

**9.1** This Site complies with the Austrian Federal Act concerning the Protection of Personal Data (Datenschutzgesetz 2000, BGBl I Nr 165/1999, in the following also “DSG 2000”), governing data protection, and the principles of the European Directive 95/46 on the protection of individuals with regard to the processing of personal data and on the free movement of such data.

**9.2** ALD declares that it has made all the declarations and submitted all the requests for authorisation needed to process personal data under its responsibility and has fulfilled all the obligations arising from the application of the relevant legislation governing the protection of personal data and privacy when gathering and processing data. **9.3** ALD will take all the necessary measures to protect and ensure that the integrity and confidentiality of personal data is respected. ALD specifically undertakes to put in place technical and organisational measures enabling it to ensure, given the rules of standard practice, an appropriate level of security and confidentiality as regards the risks presented by processing and the nature of the personal data processed.

**9.4** If the Austrian Data Protection Authority has to be notified of data processing, ALD undertakes to fulfil this duty pursuant to the DSG 2000. Your Duties

**9.5** You shall neither disclose nor otherwise transfer to any third party any confidential information related to the Site and/or to the Content.

### Collection of personal data – declaration of consent

**9.6** Personal data may be collected and processed in order to better manage your connection and browsing (see below for information on cookies).

**9.7** You hereby expressly agree upon the collection of personal data, namely: [business contact data like name, e-mail address, telephone number]. You also give your express consent for the transfer of the data to ALD’s affiliated companies, as well as to its partners, brokers and insurers as well to its subcontractors, namely: [ALD Automotive], to the extent necessary for the fulfilment of the Services. The purposes of these transfers are [actualization of contact data].

**9.8** ALD will put procedures in place to ensure that the third parties it authorises to access personal data respect and protect the confidentiality and security of personal data.

### Rights of access, modification and objection

**9.9** You are entitled to access your personal information and to have it amended, updated or deleted, where such information is incorrect, incomplete or outdated. You may also, on legitimate grounds, object to the processing of your personal information. Such objection may, however, prevent ALD from providing access to the Site, to its Content and the requested Service.

**9.10** You, without having to justify his decision, may refuse that any information pertaining to you is used by or communicated to any third party. You therefore have the right to revoke your above declaration of consent at any time.

**9.11** You may exercise your right to access, rectify and object to the use of his personal information by contacting ALD at the following address: Rivergate, Handelskai 92, Gate 1, 3rd floor, 1200 Vienna, Austria.

**9.12** The process used could involve the transfer of personal data to countries which are not members of the European Union. In this respect, ALD shall use reasonable endeavours to ensure the protection and security of personal data pursuant to §§ 12, 13 DSG 2000.

#### Cookies

**9.13** ALD may store “cookies” in your computer to facilitate your browsing and to build statistics. A “cookie” stores information concerning your browsing on the Site (pages already accessed, time and date, etc.) to which ALD may access during your forthcoming visit to the Site.

**9.14** To prevent this storage, the User shall modify the current security/privacy configuration according to the directions for use or the instruction manual of his web browser (e.g. Explorer, Firefox, Chrome, Safari).

## **10. GENERAL**

**10.1** Governing Law and Jurisdiction - These Terms are governed by and construed in accordance with the laws of Austria and you hereby submit to the exclusive jurisdiction of the Commercial Court of Vienna.

**10.2** Severability - These Terms are severable. If any provision is determined to be illegal or unenforceable by any court of competent jurisdiction such provision shall be deemed to have been deleted without affecting the remaining provisions of these Terms.

**10.3** Assignment - You undertake that you will not assign, re-sell, sub-lease or in any other way transfer your rights or obligations under these Terms. Contravention of this restriction in any way, whether successful or not, will result in the Services being terminated by ALD forthwith. ALD may assign these Terms in whole or in part to any third party at its discretion.

**10.4** Entire Agreement - These Terms constitute the entire agreement of the parties with respect to the subject matter thereof and supersede any or all prior communications, understandings and agreements between the parties, whether oral, express or implied relating thereto.

**10.5** No Waivers, Agreements or Representations - Our failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. Except as expressly and specifically contemplated in the Terms, no representations, statements, consents, waivers or other acts or omissions by ALD or any of its Affiliates shall be deemed legally binding on ALD on any of its Affiliates.