

General terms of access and use of application MY ALD

1.1. The MY ALD mobile application (hereinafter the “Application”) is a mobile tool dedicated to the drivers – immediate users of vehicles leased (hereinafter the “User”) between ALD Automotive d.o.o. (hereinafter “ALD”) and its clients (hereinafter the “Lessee”).

1.2. The present General terms of access and use of Application (hereinafter the “General Terms”) set out the terms of access to this Application, the rules of its use and use of the informations provided by this Site to the User (hereinafter the “Content”). These General Terms may be updated by ALD from time to time.

1.3. The Application is published by ALD Automotive d.o.o.za operativni i finansijski leasing, short company name ALD Automotive d.o.o., registered place of business on address Veliko polje (City of Zagreb), Betinska 1, registered at commercial registrar of Commercial court in Zagreb under registry number (MBS) MBS 080512512, PIN 45116797997. Provider of the Application is ALD International, société anonyme à conseil d’administration organized and existing under the laws of the Republic of France, with a capital of 66 000 000 euros, registered with the Nanterre trade and companies register (French Registre du Commerce et des Sociétés) under the number 351 867 692, registered office on 15 Allées de l’Europe, 92110 Clichy, France.

1.4. Definitions:

1.4.1. Group: for ALD such understands any capitally or personally affiliate company within ALD group according to the article L2331 of the French Code de commerce

1.4.2. Affiliated company(ies): means any company, anywhere in the world, which directly or indirectly, through one or more intermediaries “controls” a party, which is “controlled” by a party or is under common “control” with a party. With respect thereof, “control” shall mean (i) ownership of 50% company shares or more, or if the law of the applicable jurisdiction does not permit such ownership, then the largest share amount allowed under such law (ii) holding of a fraction of the company capital which gives a majority of the voting rights at such company’s general meeting (iii) holding of a majority of the voting rights in a company by virtue of an agreement entered into with partners or other shareholders (iv) the fact to effectively determine the decision taken at a company's general meetings through the voting rights held; (v) the fact of partnership, or company share ownership which gives the power to appoint or dismiss the majority of the members of such company's administrative, management or supervisory structures.

1.5. The User shall accept the General Terms before accessing the Application. By accepting the General Terms, the User recognizes that one have readed, understood and accepted the General Terms and he agrees to respect them.

2. ACCESS TO THE APPLICATION

2.1. The User shall procure itself, use and maintain the IT hardware, software and other equipment necessary to access the Application and its Content through the World Wide Web. In order to be able to use the functionalities of the Application to their best extent all the functionalities of the Application, the User should procure himself and use the latest version of the Application and of the operating system on his smartphone. The User shall receive information on necessary Application update through Application itself or through application within operating system for purchasing of applications.

2.2. The Application is available on iPhone (AppStore), Android (GooglePlay), Windows Phones and on the website under following address www.myald.hr. 2.3. The access to the Application is free for any User via mobile phone compatible with the Application and with reachable Internet connection. All the costs necessary required to access the Application shall be borne exclusively by the User.

2.4. The User shall use the Application only within the framework of its professional activity which subordinates him to the Lessee.

3. CONTENT OF THE APPLICATION

3.1 The Application enables the User to access the list of ALD's partners throughout the research and location service, to access information related to the services provided by ALD, to access information regarding the Drivers' Service Relations and to receive information by priority push notifications on ones smartphone. ALD shall invest best efforts so the Application is continuously available. It may however be subject to maintenance operations and potential interruptions.

3.2 ALD and any third party contributors shall make their best efforts to ensure that the information displayed on this Application is accurate and up-to-date. ALD reserve its right to amend the Content of this Application at any time, without prior notice. However, ALD is not able to guarantee that the information herein is complete or that such will not be modified by a third party (for example in the event that this Site was infected by, particularly but not limited to any kind of malware, in spite of all the precautions taken by ALD).

3.3 ALD and its contributors hereby disclaim any and all direct and indirect liability related to or caused by any delay, error or omission in the Site or Content of the Site, as well as from the use, the interruption or non availability of the Site and/or of its Content. ALD and third parties contributing the Application availability shall not be held liable for any indirect consequential loss or damage, including but not limited to (i) any damage or loss arising from the use of the Application and/or of its Content, (ii) any damage or loss arising from any transaction carried out on the basis of the Application or its Content, (iii) any loss of profit, loss of business, or any other loss arising from an interruption while accessing the Application, or (iv) increase of fees or charges for accessing the Application and processing its Content.

3.4 ALD and the Application contributors shall not be liable for any factor beyond their control and for loss or damages that may affect from the technical environment and the User surrounding and, but not limited to, hardware, software, telecommunication equipment (modems, telephones,...) and of any other equipment used to access the Application and/or its Content.

3.5 ALD and Application contributors do not guarantee, nor shall they be held liable, under any circumstance, for the suitability, adequacy for any particular purpose, sequence, accuracy, absence of errors, veracy, topicability, loyal and commercial nature, quality, soundness, non infringement and availability of the Application and its Content. 3.6 ALD informs the User that access to the Application and use of its Content may be restricted in certain countries or for some persons. Therefore the User shall ensure that he is legally authorized to access to the Application and to its Content.

4. INTELLECTUAL PROPERTY

4.1. The Application is governed by national and international legislation on copyright, trademark and intellectual property in general, as they are applicable to its form (editorial choices, layout, topics, means for accessing data, display, etc.) and to its Content (text, images, figures, etc.). The Content of the Application is the exclusive property of ALD, its Affiliated companies and Application contributors.

4.2. The Application may provide hypertext links to other internet sites or resources. ALD shall not be held responsible for the availability of such internet sites or resources and shall not be responsible or liable for the contents of such internet sites or resources.

4.3. ALD shall not be responsible or liable for unauthorized hypertext links leading to the Application.

5. CHARGES

5.1. The access to the Application and to its Content is currently free. Nevertheless ALD reserves the right to charge, at its sole discretion at any moment, fees for using the Application, its Content and any additional content or service provided by the Site with obligation to inform the User in advance through the access page of the Application.

6. SUSPENSION AND TERMINATION OF ACCESS

6.1. ALD may at its sole discretion at any time and with immediate effect suspend or terminate the access of the User to the Application and to its Content, with or without prior notice.

6.2. The User agrees that ALD shall not be liable to the User or to any third party for any such modification, suspension or discontinuance of the Application, access to its Content and services.

6.3. ALD shall not be liable to the User for any compensation due to any such modification, temporary unavailability and/or suspension of the User access to the Application and to its Content and services for any cause or reason.

7. CONFIDENTIALITY

7.1. The User shall not disclose nor otherwise transfer to any third party any confidential information related to the Application and/or to the Content.

7.2. ALD may disclose and/or otherwise transfer to any of its Affiliated companies all or part of the User's information (including personal information), especially in order to comply with the applicable regulations.

8. DATA PROTECTION

8.1. This Application is in accordance with our rules on protection of privacy as have been defined in publicized Privacy policy available at http://www.aldautomotive.hr/privacy_policy. On the document's content itself and on all of the issues regarding collection, processing and protection of personal data please inspect the referred document.

9. MISCELLANEOUS

9.1. These General Terms supersede and replace all previous terms, conditions and agreements, whether written or oral.

9.2. ALD and the User are independent contractors for purposes of the General Terms and shall not be deemed to have any other relationship, including without limitation that of joint ventures, partnerships or other forms of joint activities. Neither shall be construed as the other's agent and neither is implicitly authorized to commit the other to any obligations to third parties except as may be otherwise expressly agreed.

9.3. If one or more provisions of the General Terms are inoperative, invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions herein shall not be affected thereby. Further, the parties hereto shall negotiate in good faith to amend the General Terms to implement the intentions set forth herein.

9.4. The failure to exercise or delay in exercising the right to legal protection or remedy under the General Terms shall not constitute a waiver of the right to legal protection or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right under the General Terms shall prevent any further exercise of the right or remedy.

9.5. The headings of the titles and articles of these General Terms are inserted for convenience of reference only and shall not affect the interpretation of the General Terms. In case of difficulty in interpreting any of the headings above, the headings are deemed to be non-existent.

10. GOVERNING LAW AND DISPUTE RESOLUTION

10.1. The General Terms shall be governed and construed in accordance with the substantive laws of the Republic of Croatia.

10.2. In the event of any dispute exclusively arising out of or in connection with the General Terms, the parties shall then try to settle the dispute amicably. Should the dispute not be settled amicably, it shall be settled by the court competent according to the registered business seat of ALD.