

## General terms and conditions of use

These general terms and conditions of use aim to define the conditions under which Arval makes the Arval Car Sharing mobile application (the “**App**”) available to the user (the “**User**”). The use of the App is subject to the acceptance and strict compliance with these general conditions of use.

The App has been designed and is managed by Arval bv, (“**Arval**”), registered office Duwboot 10, 3991 CD, Houten, entered in the trade register of the Dutch Chamber of Commerce under number 30139084.

### 1. General

Arval Car Sharing will enable the User to:

- a) see the availability of the Arval Car Sharing vehicle (the “**Vehicle**”);
- b) book remotely, easily and conveniently, the Vehicle. User will be able to do so, thanks to a personal username and password; and
- c) (un)lock the doors and the engine via the app and a Bluetooth connection.

The User’s smartphone will serve as a virtual key to unlock and lock the Vehicle as required.

Before using Arval Car Sharing for the first time, the Fleet Manager of their company must first issue an invitation with a unique code. The user can consult their employer to find out which manager is responsible for this within their company. To create the invitation, the Fleet Manager records the first name, surname and e-mail address of the User.

When the User utilises the invitation to activate their account, the User must accept the general terms of use. If the User does not accept these general terms of use, the User will not be able to use the App and will therefore not be able to access and use the Vehicle. Arval has the right to amend these general terms of use at any time.

In the event that any provision of these conditions of use is not applicable or is in conflict with a provision of imperative law, the non-applicability of this provision shall not affect the validity or applicability of the other provisions.

The User may, at any time, decide to install or uninstall the App at his/her own discretion. To use the App, User must have a smartphone compatible with the App and an internet access. Downloading and using the App is free of charge. The costs of connection to any communication network and internet remain entirely the cost of the User.

### 2. Liability on the part of Arval

Arval and its (information) service providers endeavors, as far as possible, to ensure the proper functioning of the App.

Arval and its (information) service providers shall not be liable for any damage resulting from the use of the App, including but not limited to damage arising as the result of mistakes, incompleteness, faults or disruptions in the App, non-compliance by the User with these general terms of use, the unavailability of the internet and/or mobile network of the User’s smartphone, disclosure by the User of his/her personal username and/or password unless this is the result of intent, severe misconduct or gross negligence on the part of Arval.

In the event of a situation of force majeure at Arval or its (information) service providers, Arval is likewise not liable for any damage incurred either directly or indirectly by a User as the result of the use of the App.

Some Vehicle models and parts may differ slightly in appearance from those shown on the Arval Car Sharing app. The colours shown may only provide a general idea of the real colours and are partially dependent on his/her display settings. No guarantee whatsoever is provided for this.

User acknowledges that Arval is entitled to interrupt the availability of the App at any time to perform maintenance or updates. In such case, the User will not be able to seek compensation because of the unavailability of the App.

### **3. Intellectual property**

All (intellectual property) rights – including in any case the trademark rights, domain names and copyrights – that are connected with or are derived from the content and/or parts of the content of the App – including in any case images, texts, designs and other (visual) material – remain with Arval or its licensors. In the event of infringement of the intellectual property rights of the App, Arval is entitled to seek compensation from the User.

Any use of the App and/or its content or parts thereof for commercial purposes is not permitted without the prior written and express approval of Arval. It is likewise prohibited to use the information provided in the App for illicit purposes. In general, the App should exclusively be used for the purpose and normal usage for which they were developed.

The User is not allowed to, among others, reproduce and/or modify the App and/or its content in whole or in part.

### **4. Links to other websites**

It may be the case that the App or a related service contains a hyperlink to another website that may be of interest to the User.

Links of this kind are purely informative and Arval offers no guarantee whatsoever with respect to the other websites to which the User may have access. The presence of such links does not mean that Arval controls or agrees with the content, and Arval shall not be responsible for the content thereof, any particular usage and/ or the availability of these other websites, or any damage that arises through the use of these websites.

The circumstances described above shall in no way whatsoever result in the awarding of financial compensation of any kind by Arval to the User.

## 5. Personal Data

In accordance with the provisions of the GDPR and applicable national data protection laws, Arval undertakes to guarantee and to respect the confidentiality and security of the personal data communicated by the User. In this context, Arval has taken appropriate measures to protect the use of its App and prevent misuse.

Arval is entitled to engage third parties as part of the implementation of its services. If and insofar any third parties are granted access to User's personal data, a written agreement shall be concluded with these third parties to the effect that they shall provide adequate protection for User's personal data and shall, where acting as a data processor, only process this data on behalf of User's employer and for the purposes described below.

User can consult his/her personal data via the App. In addition, User is entitled to address the User's employer to exercise his or her rights under data privacy laws, including the right:

- To access your personal data;
- To rectify your personal data,
- To erase your personal data,
- To restrict the processing of your personal data,
- To object to the processing of your personal data, on grounds relating to your particular situation,
- To withdraw any given consent,
- To data portability.

Questions regarding Arval's use of personal data can be addressed to: [privacy@arval.nl](mailto:privacy@arval.nl)

### Arval as a processor

The personal data collected within the creation of a user account and the use of the App will be processed by Arval solely on behalf of and under the responsibility of User's employer. Arval processes the following data:

- Arval primarily uses the data linked to user account (first and last name, email address and mobile phone number) to enable User to log in to the App.
- Furthermore, this personal data is linked to the trip information which is collected by Arval via the telematic system installed in the Vehicle and subsequently processed to create a comprehensive logbook for User's employer. This trip logbook is delivered to User's employer. This is used by User's employer for tax purposes to ensure the correct tax treatment of User use of the Vehicle in his/her salary statement.

The processing of all of this data is exclusively intended for the proper execution of the agreement between Arval and User's employer, with the aim of:

- reporting the use of the Vehicle to User's employer in order to draw up a trip logbook
- providing information to the employer and employee within the scope of the agreement
- collecting statistical data
- internal management
- management report(s).

Finally, User's personal data may also be processed if Arval is legally obliged to do so.

### **Arval as a controller for limited purposes**

In a limited number of cases, Arval processes personal data for its own purposes and in that case it shall act as a controller for the processing of this data:

- for invoicing the client.

In those instances, personal data is processed in conformity with de Arval privacy notice, available at <https://www.arval.nl/privacy-english>.

### **6. Governing law and competent court**

Dutch law applies to the Arval Car Sharing app and therefore also to these conditions of use. Where possible, disputes shall be resolved by mutual agreement. If this is not possible, disputes shall exclusively be subject to the judgement and ruling of the competent court in Utrecht, without prejudice to Arval's right to bring the case before the court in whose area of jurisdiction User resides.

### **7. Vragen of opmerkingen?**

If User has any questions, complaints or other problems with regard to the App, please contact [privacy@arval.nl](mailto:privacy@arval.nl).