

GENERAL CONDITIONS OF A CONTRACT FOR A SERVICE

Effective from March 15, 2021

1. GENERAL PROVISIONS

1.1. These general conditions of a contract for a service (hereinafter named as General Conditions) define the rights and obligations of contracting parties in the provision of a Service by GSMvalve to the Client.

1.2. The concepts in the General Conditions are used in the following meaning:

1.2.1. Contract – the contract for the provision of a Service together with annexes as integral parts of the Contract, concluded between the Client and GSMvalve OÜ;

1.2.2. Annexes as integral parts of the Contract – annexes, which form an integral part of the Contract, incl. Annexes to the Contract, General Conditions, Privacy Policy and Price List;

1.2.3. GSMvalve – GSMvalve OÜ;

1.2.4. Client – a natural or legal person, who has concluded the Contract with GSMvalve;

1.2.5. Party/Parties – GSMvalve and Client named individually and jointly;

1.2.6. Third parties – all the parties other than the Parties;

1.2.7. Device – a GPS tracking device or any other device, which is installed on a Vehicle for tracking and through which the data of the Vehicle(s) are delivered to the servers of GSMvalve, allowing the Client to monitor via Software;

1.2.8. Software – online software Navirec for fleet management, giving the Client a possibility to use the Services rendered by GSMvalve, incl. monitor the location and movement data of Vehicle(s);

1.2.9. Service – a service provided by GSMvalve to the Client, enabling the Client to monitor the location and movement of Vehicle(s) as well as other data transmitted by the Device through the Software. In addition to the Service, GSMvalve offers to the Client an opportunity to buy and/or rent the Devices including maintenance and installation thereof;

1.2.10. Vehicle – a motor vehicle, trailer or any other object specified in the Contract, on which the Device has been or will be installed;

1.2.11. Installation – installation and/or setting up to Client's Vehicle the Device by GSMvalve intended for the consumption of the Service;

1.2.12. Dismounting – uninstalling from the Client's Vehicle the Device by GSMvalve intended for the consumption of the Service;

1.2.13. Maintenance – maintenance work performed by GSMvalve to Client's Device;

1.2.14. Price List – the price list of GSMvalve effective at each time, available in the online environment www.navirec.com;

1.2.15. Privacy Policy – the Privacy Policy describes, how GSMvalve processes the personal data of the Client. The Privacy Policy is available in the online environment www.navirec.com;

1.2.16. Fault Notice – information delivered to the helpdesk of GSMvalve regarding a fault or malfunction of the Software, Service or Device;

1.2.17. Warranty – warranty covering the Device sold or rented by GSMvalve to the Client;

1.2.18. List of Services – the list of Services and the list of various data, which the Client can view and order through the Software, are described on the website of GSMvalve at www.navirec.com.

1.3. In case of contradictions between the General Conditions and the Contract, the agreement in the Contract shall prevail.

1.4. By signing the Contract, the Client confirms to have become familiar, has understood and undertakes to follow the Contract, its Annexes, General Conditions, Privacy Policy and the Price List, which are available at the address www.navirec.com.

2. RIGHTS AND OBLIGATIONS RELATED TO DEVICE SALE AND RENTAL

- 2.1. In case of the sale of the Device, the ownership to the Device shall transfer to the Client after the payment of the invoice issued for the Device.
- 2.2. The risk of accidental loss or destruction of the Device shall transfer to the Client from the moment of Installation of the Device.
- 2.3. The Client undertakes not to encumber the Device with the rights of any third parties, not to transfer the Device to third parties or to assign the Device to third parties during the validity of the Contract without prior written consent of GSMvalve.
- 2.4. The rented Device belongs to GSMvalve and GSMvalve gives it to the Client for use under the conditions provided in the Contract. The Client has the right to use the Device only for the performance of the Contract.
- 2.5. Upon expiry of the rental period, the Client is obliged to return the Device to GSMvalve.
- 2.6. Upon expiry of the rental period, the Client undertakes to allow a technician of GSMvalve to Dismount the Device belonging to GSMvalve at a time and in a place coordinated with GSMvalve, but not later than in 15 days after the expiry date of the Contract. The Client acknowledges that they themselves do not have the right to Dismount the Device or to order it from a third party.
- 2.7. If the Client has committed a breach of Contract in a way which deprives GSMvalve of the opportunity to Dismount Devices in accordance with the Contract upon expiry of the rental period, GSMvalve has the right to present an invoice to the Client for purchase of the Device based on the Device price stated in the Contract or Price List.
- 2.8. If any injuries or damages caused by the Client are discovered in the returned Device, the Client undertakes to compensate GSMvalve for the repair costs of the Device or purchase the Device from GSMvalve for the Device price stated in the Contract or Price List.
- 2.9. The Device is covered by a 12-month Warranty from the day of delivery of the Device to the Client.
- 2.10. Any technical faults emerging in the Device during the warranty period are eliminated by GSMvalve at own expense. Maintenance of the Device is free during the warranty period.
- 2.11. After the warranty period, GSMvalve offers Device Maintenance according to the effective Price List.
- 2.12. The warranty does not extend to damages caused by the Client through damaging, tampering, dismounting the Device, negligence or carelessness or any other acts of the Client, also by maintenance performed by the Client or third parties. The warranty of the Device ends with the occurrence of the respective circumstances.
- 2.13. The Client is obliged to hold and use the Device in conformity with the Contract, economically and prudently in accordance with the intended purpose of the Device.
- 2.14. The Client is obliged to allow GSMvalve to verify the state of repair of the Device and whether it is used in accordance with the Contract and the intended purpose.

3. RIGHTS AND OBLIGATIONS RELATED TO SOFTWARE AND SERVICE

- 3.1. The provision of the Service is subject to the precondition of the existence of the required Device on Client's Vehicle.
- 3.2. GSMvalve provides the Client with access to the Software after the conclusion of the Contract and fulfilment of the conditions therein. The Client is provided with personal username and password.
- 3.3. The Client undertakes to keep the username and password confidential and make sure that only the persons authorised by the Client may use these. Should there be any reason to suspect that unauthorized persons have had access to the username or password, the Client undertakes to change the username and password immediately. GSMvalve is not liable for any damage resulting from the use of the username and password by persons unauthorized by the Client.
- 3.4. The solutions used in the Software are protected by copyright pursuant to the valid legislation

and belong to GSMvalve.

3.5. The charge for the right to use the Software is included in the monthly invoice presented to the Client.

3.6. Access to the Software provides the Client with the right to

3.6.1. save data, make copies and derivatives thereof for the intended purpose of the data;

3.6.2. use Software upgrades under the current terms of the Contract, except in case GSMvalve requests amendment of the terms of the Contract or conclusion of a new Contract for using the Software upgrades;

3.7. The Client undertakes to:

3.7.1. use the Device and Software, observing directly the terms of the Contract and related annexes;

3.7.2. submit true data to GSMvalve for data processing;

3.7.3. observe the confidentiality requirements laid down in the Contract and valid legislation, including refrain from issuing the username and passwords to any third party without a prior consent of GSMvalve, except in case the third party has a rental contract with the Client;

3.7.4. avoid damaging the Software program, technical materials and data contained in the Software, and not to copy, modify or restore by any other method the source code of the Software program;

3.7.5. use the Software without infringing the rights of GSMvalve and/or other users;

3.7.6. acknowledge that due to the nature of the Service and the Services and Software required for using thereof, GSMvalve cannot guarantee the availability of the Service and access to the Software at any time, incl. in case of possible network disruptions;

3.7.7. present a Fault Notice to the helpdesk of GSMvalve in 5 (five) workdays since the occurrence or becoming aware of the defect, fault or failure;

3.8. the Client is aware that the Service functions only within the borders of the Republic of Estonia and the Service outside of the Republic of Estonia is activated only with the agreement of the Client. The Client undertakes to pay for the roaming service according to invoices presented to GSMvalve.

3.9. GSMvalve has the right to:

3.9.1. restrict Client's access to the Software or suspend provision of the Service, if the Client violates the terms of using the Software or the terms of the Contract;

3.9.2. upgrade the Software from time to time.

3.10. GSMvalve is obliged to:

3.10.1. ensure at least 95% availability of the Software in the agreed scope per year;

3.10.2. in case of disruptions, notify the Client about the deadline for elimination of the faults in 5 workdays from receiving the respective notice.

4. INSTALLATION, DISMOUNTING AND MAINTENANCE OF THE DEVICE

4.1. The Installation, Dismounting and Maintenance of the Device shall be performed in a location agreed between GSMvalve and the Client. Installation, Dismounting and Maintenance may be carried out at a Client's location, provided that a warm (min. 10 degrees) garage is available for the purpose.

4.2. Installation, Dismounting and Maintenance of the Device is performed at a time set by GSMvalve and coordinated with the Client.

4.3. Should the Client wish to change the agreed time, such notice should be delivered to the helpdesk of GSMvalve not later than by 12:00 AM of the workday preceding the day of performance of the work.

4.4. If the Client fails to follow the requirement of preliminary notice or does not allow the representative of GSMvalve to start with the agreed work in 15 minutes at max. from the agreed time, GSMvalve has the right to refuse from performing the work and to present to the Client an invoice for 1 working hour according to the valid Price List.

4.5. Other conditions for the Installation, Dismounting and Maintenance of the Device:

4.5.1. The Vehicle must be in good technical repair (ignition lock, ignition key, electrical fuses are in

conformity with requirements, there are no electrical faults, and the cables, sockets, plugs and the fuse box are in a sound condition);

4.5.2. The Vehicle must be mobile and complete (no other auxiliary devices are repaired or installed at the same time);

4.5.3. The device consumes 150-400 mA of power from the supply system of the vehicle.

4.6. Special conditions for the installation of the fuel sensor:

4.6.1. The fuel sensor may be Installed, Dismounted and Maintained at the Client's location, provided that there is a possibility to use electricity and there is a clear working space of 2 meters around the vehicle, and a canal or slider to work under the vehicle (concrete or asphalt surface for movement under the vehicle);

4.6.2. the Vehicle must arrive for Installation, Dismounting and Maintenance without a trailer;

4.6.3. the fuel tank must be full 100%;

4.6.4. canisters included must contain 20 litres of extra fuel;

4.6.5. empty fuel tanks with the size of the fuel tank of the Vehicle must be brought along;

4.6.6. the area above the tank must be accessible (at least 40 cm of free space);

4.6.7. the fuel tank and its bracket must be in a technically sound condition, the tank must be clean inside/outside and not contain any foreign objects, there must be no rust or deformations on the tank;

4.6.8. the tools required for lifting the cab of the truck must be in the cab;

4.6.9. it must be possible to lift up and lower the cab;

4.6.10. the cab should not contain any loose items;

4.6.11. the windshield must be intact;

4.6.12. the fuel refill pipe must contain no preceding safety filter;

4.6.13. the fuel tank must include a refill inlet;

4.6.14. it should be possible to install the fuel sensor so that the sensor reaches from the highest point to the lowest point in the centre of the tank;

4.6.15. installation of the fuel sensor requires a horizontal and smooth surface with a minimum area of 10*10cm. The rod of the sensor should reach directly (vertically) to the bottom of the tank;

4.6.16. hoops, bolts and nuts must be without any rust;

4.6.17. fuel hoses must be in a good condition;

4.6.18. the connection of the fuel tank hose must not be painted and/or rusted;

4.6.19. installation of the fuel sensor into a tank with the wall thickness more than 5 (five) millimetres is subject to a special agreement;

4.6.20. If the vehicle has more than one tank:

a. each tank must be individually accessible from the top (at least 40 cm of free space);

b. each tank must have an individual refill inlet/draining outlet;

c. The pipes between tanks should include a valve, so that the tanks could be individually filled/emptied with a pump, except in a case, where the system connecting the tanks of a multi-tank vehicle has been produced by the manufacturer in a way, which excludes the circulation of fuel between tanks while the main supply has been switched off or without ignition.

4.7. The connection work for displaying a special status is carried out under the responsibility of the owner of the Vehicle.

4.8. The conformity of the Vehicle to the requirements is ensured by the Client at its own cost.

4.9. If the Client's Vehicle and/or location of installation are not in conformity with the above-described conditions, GSMvalve should be notified thereof in a format which can be reproduced in writing, before agreeing on the time of the Installation, Dismounting or Maintenance.

4.10. Should the Client infringe the obligation of notification about the non-conformity of conditions, GSMvalve has the right to refuse from performing the work and to present to the Client an invoice for 1 working hour according to the effective Price List.

4.11. If works are conducted on a Vehicle, which is not in conformity with the requirements,

GSMvalve does not guarantee the correspondence of the performed work to quality requirements and shall bear no possible further costs arising from sub-standard quality.

4.12. Reclamation of faults occurring in the Vehicle on account of Installation, Dismounting or Maintenance by GSMvalve must be presented in two weeks after the Installation, Dismounting or Maintenance.

4.13. GSMvalve shall be liable for Installation, Dismounting and Maintenance errors and compensate the Client for damage caused to the Vehicle, provided that the representative of GSMvalve is allowed to be present at expert assessment or the expert assessment is conducted by GSMvalve.

5. CONFIDENTIALITY

5.1. The Contract with annexes is confidential and not to be disclosed to third parties both during the validity of the Contract and after the expiry of the Contract.

5.2. The Parties undertake to keep confidential any details, which are the business secrets of the other Party and have become known to them in relation to the performance of the Contract, along with all information, instructions, rules, schemes, fees, etc. related to the provision of the Service, and are prohibited from disclosing these to third parties both during the validity of the Contract and after the expiry of the Contract.

5.3. In case of a violation of the confidentiality obligation, the other Party has the right to request compensation of damage caused by the violation.

6. SETTLEMENT OF INVOICES

6.1. The Client is obliged to pay timely for the Device, provided Service and other previously agreed work on the basis of an invoice presented by GSMvalve according to the Contract and/or Price List.

6.2. GSMvalve has the right to request from the Client interest on arrears. The interest on arrears is 0.06% of the unpaid amount for each delayed day, calculated from the day following the due date.

6.3. The monthly fee for the Service is calculated after the activation of the Device through the Software.

6.4. The payment of the monthly fee for the Service and rental is not requested proportionally to the days, when the provision of the Service had been substantially disrupted or interrupted for circumstances controlled by GSMvalve (set-off). The set-off is based on a Fault Notice delivered by the Client to the GSMvalve helpdesk at the address klienditugi@navirec.com.

6.5. GSMvalve has the right to continue issuing invoices to the Client for the Service, if the Client has not provided access to the Device for Dismounting in accordance with the provisions of subsection 2.6.

6.6. If the payment of an invoice presented by GSMvalve is delayed by the Client by more than 30 days from the due date, GSMvalve has the right to restrict Client's access to the Software with a notice in a format which can be reproduced in writing. Restriction of access to the Software is not regarded as a breach of Contract on behalf of GSMvalve.

6.7. GSMvalve has the right to issue invoices to the Client also for the period, when access to the Software was restricted due to unpaid invoices.

6.8. For extra work ordered by the Client, GSMvalve issues a supplementary invoice to the Client according to the effective Price List. The scope and cost of the work are agreed upon in a format which can be reproduced in writing, before the work is performed.

6.9. In case of termination of the Contract, the Client is issued an invoice for Dismounting according to the provisions of the Contract or Price List.

6.10. Upon expiry of the Contract, all contractual settlements shall be completed in 30 days from the expiry date of the Contract.

7. LIABILITY

- 7.1. The Client shall be liable for material loss caused to GSMvalve through a breach of Contract.
- 7.2. GSMvalve shall be liable for direct material loss caused wrongfully to the Client through a breach of the Contract. GSMvalve shall not be liable for any indirect losses and shall not be obliged to compensate for lost profit, expenses related to interrupted business operations or reduction in profit or any other similar damage.
- 7.3. In case of accidental loss or destruction of a Device belonging to GSMvalve, the Client is obliged to pay to GSMvalve the cost of the Device(s) based on the price indicated in an Annex to the Contract or in the Price List.
- 7.4. GSMvalve shall not be liable for damages incurred by the Client on account of a disruption in the functioning of the Software, if such disruption is caused by a failure of services (GPRS, GPS, GSM communication coverage) required for the provision of the Service.
- 7.5. A Party shall not be liable for non-performance, if providing proof that the non-performance was caused by force majeure. If the force majeure is of a temporary nature, the Party shall not be liable for non-performance only during the occurrence of the impeding event.
- 7.6. Should the Client delay with the discharging of a financial obligation arising from the Contract, GSMvalve has the right to deliver the details of Client's debt to Krediidiinfo AS and/or any other processor of a payment default database, and issue the claim for collection by a debt collection agency. If the delay by the Client has lasted for more than 45 days, GSMvalve has the right to cancel the Contract without the period of notice, in addition to requesting an interest on arrears.
- 7.7. GSMvalve has the right to request contractual penalty from the Client in a scope of two previous monthly fees, if
- 7.7.1. the Client has violated the obligation named in subsection 2.6 and has dismantled the Device, which is in the possession of the Client, or has had a third party perform this;
- 7.7.2. the Client had violated the obligations named in subsection 3.7.3.
- 7.8. GSMvalve has the right to request from the Client contractual penalty up to 10,000 euros for each violation, if the Client has violated the obligations named in subsection 3.7.4 and/or 3.7.5.
- 7.9. The Client shall pay all the expenses arising from debt collection, incl. debt collection agency costs.
- 7.10. Each Party is liable for data protection violations caused intentionally or through negligence.

8. VALIDITY, AMENDMENT, SUSPENSION AND TERMINATION OF THE CONTRACT AND GENERAL CONDITIONS

- 8.1. The Contract shall enter into force from the moment of signing by the Client. By signing the Contract, the Client agrees automatically with the General Conditions of GSMvalve and these start to apply to them.
- 8.2. The General Conditions shall also apply to a Client, who is using the GSMvalve Service without a Contract. In such case the General Conditions start to apply to the Client from the moment of logging in to the Software.
- 8.3. GSMvalve has the right to change the General Conditions, Privacy Policy, valid Price List, list of Services as well as conditions for using the Software, notifying the Client about the changes at least 30 days before the changes enter into force.
- 8.4. In case of changes in the conditions, the Client has the right to terminate the Contract unilaterally by notifying GSMvalve thereof in 30 days after the publication of the new version, and immediately stopping to use the Service rendered by GSMvalve. Using the Software after the new version has entered into force is deemed as an approval thereof by the Client.
- 8.5. The Parties have the right to terminate the Contract unilaterally at any time, notifying the other Party thereof at least 3 months in advance in a format which can be reproduced in writing.
- 8.6. Should a Party fail to observe the period of notice, the other Party has the right to request

contractual penalty in the amount, which is calculated based on the days short of the period of notice and proceeding from the payments due under the Contract.

8.7. The Client has the right to suspend the Service temporarily for up to 1 (one) year, presenting such request in a format which can be reproduced in writing. GSMvalve suspends the Service in 5 (five) workdays from receiving the request. The Service is reopened according to the Price List.

8.8. In case of suspension of the Contract, GSMvalve has no obligation to Dismount the Device, which belongs to the Client and is installed on Client's Vehicle. In case of a respective request of the Client, GSMvalve shall carry out the Dismounting pursuant to the effective Price List.

8.9. In case of an expiry of a Contract related to renting a Device, the Client has an obligation to allow a technician of GSMvalve to Dismount the Device belonging to GSMvalve at a time and in a place coordinated with GSMvalve, but not later than in 15 days after the expiry date of the Contract.

8.10. In case of a non-performance of the named obligation, the Contract is deemed effective and GSMvalve has the right to continue issuing the invoices for the Service until Dismounting of the Device.

8.11. Amendment of the Contract is prepared as an annex to the Contract (statements exchanged between the Parties in a format which can be reproduced in writing are also considered as annexes)

9. COMMITMENTS AND DECLARATIONS REGARDING DATA PROTECTION

9.1. On account of access to personal data, provided by GSMvalve to the Client, the Client hereby agrees to process the personal data accessed through the Services of GSMvalve in conformity with all applicable data protection requirements (primarily the obligation of the Client to notify in the required way its own employees, related parties, whose data become accessible through the Service).

9.2. The Parties submit that considering the fact that it is unknown to GSMvalve, how the Client will use the data accessed through the Service, GSMvalve is not liable for such processing of personal data, which is conducted by the Client, a third party assigned by the Client or another processor.

9.3. The Parties declare that the Client is the controller of the personal data processed by them and GSMvalve is the processor of the data in a scope agreed in the Contract.

9.4. Obligations of the Parties in processing Personal Data:

- a. both Parties process the personal data in conformity with data protection legislation;
- b. they shall conduct no acts or omissions, which could cause non-performance of the obligations of either Party under data protection legislation;
- c. GSMvalve processes personal data only in such scope and by such methods that are necessary for the provision of Services under the Contract and pursuant to instructions provided by the Client from time to time. Should GSMvalve have doubts about the parameters in the instructions provided by the Client, GSMvalve shall contact the Client at the earliest opportunity for explanations or further instructions in order to resolve such doubts.
- d. both Parties shall hold personal data in strict confidence, GSMvalve neither uses nor discloses these for any other purposes than those specifically permitted in the Contract, while the Client uses these only in a way for which they have legal grounds (incl. consent, if required) based on data protection legislation;
- e. both Parties undertake to apply relevant technical and organizational measures for the protection of personal data against unauthorized or unlawful processing, accidental loss or destruction or damage;
- f. in case of such request of the Client, GSMvalve shall return all the personal data of the Client held or controlled by them, along with all the copies on any media, unless storage of a copy is an obligation stipulated by law or arising from the Contract;
- g. both Parties shall ensure that all the personal data held or controlled by them are always provided with relevant protection.

9.5. The specific principles of processing the personal data of the Client are described in the Privacy Policy.

10. FINAL PROVISIONS

10.1. The notices between the Parties in relation to the Contract must always be in a format which can be reproduced in writing or published on the website www.navirec.com, except in case of notices of informative nature, where the delivery to the other Party bears no legal consequences.

10.2. Each Party is obliged to notify the other Party in 7 days about changes in the data presented in the Contract, significant changes in their financial state as well as other circumstances, which could affect the performance of the Contract.

10.3. All the provisions of the Contract are interpreted in conjunction with the other subsections of the Contract, proceeding from the actual will and objective of the Parties and the effective practice between the Parties.

10.4. In all the issues ungoverned by the Contract, the Parties shall proceed from the laws of the Republic of Estonia.

10.5. The Parties shall settle their disputes by way of negotiations. If unable to reach an agreement, the dispute shall be settled in Harju County Court.