

## TERMS AND CONDITIONS

Date of last revision: 14.2.2020

These Terms and Conditions govern the relationship between and rights and obligations of the company BRIEFD d.o.o. ("BRIEFD") and you ("you" or "User") in relation to your use of the Briefd ("Application"). By installing and using the Application you agree to be bound by these Terms and Conditions alongside any amendments thereto and any operating rules or policies that may be published on our website accessible at <https://briefd.io/> (the "Website") from time to time by us and incorporated herein by reference.

THESE TERMS MAY BE MODIFIED FROM TIME TO TIME AT OUR SOLE DISCRETION, AND SUCH CHANGES OR MODIFICATIONS ARE EFFECTIVE IMMEDIATELY UPON THE EARLIEST OF:

- OUR EMAIL NOTIFICATION TO YOU ADVISING YOU OF SUCH CHANGES OR MODIFICATIONS;
- YOUR ACCEPTANCE OF THE TERMS AFTER SUCH CHANGES OR MODIFICATIONS HAVE BEEN MADE TO THE TERMS AS INDICATED BY THE "DATE OF LAST REVISION" DATE AT THE TOP OF THE TERMS, OR
- YOUR CONTINUED USE OF THE APPLICATION AFTER WE POST THE UPDATED TERMS AND MAKE THEM ACCESSIBLE ON THE WEBSITE.

IF USING PARTICULAR SERVICES, YOU MAY BE SUBJECT TO ADDITIONAL TERMS AND GUIDELINES OR RULES APPLICABLE TO SUCH SERVICES THAT MAY BE POSTED FROM TIME TO TIME ON THE WEBSITE.

The provisions of these Terms and Condition also refer to the Application with any it's update, modification, changes, online and/or electronic documentation, printed materials, media, versions available, source code, associated materials and components provided by BRIEFD.

By using the Application, you represent and warrant you have legally unrestricted right and power to enter into this agreement; if you are entering this Agreement on behalf of your employer or another entity, you hereby represent that you have the authority to bind such entity to this Agreement and access the reports and analytics that are produced through the use of the Application, in which case the terms "you" or "User" includes and references such employer or entity.

The Application:

- is intended to assist vendors when selling or otherwise providing vehicles or other goods to the customers or other clients;
- assists other persons when either selling or buying vehicles or other goods;
- provides Users the information on market analysis
- may be used by Users to provide through the Application the information on particular vehicle.

The Application may, from time to time, offer functionalities other than described or only functionalities selected for and by the User.

However, BRIEFD shall in no event be understood as the party offering the vehicles or a party of any sale and purchase relationship, nor as in capacity of intermediary or as representative of any party.

## **A. APPLICATION AND LICENCE**

### **Application Terms**

When ordering and signing up in your account you should provide the information such as your name, legal name of the company (where applicable), e-mail address, and other such information requested in sign up form. User warrants that it has provided accurate, current and complete information when ordering the Application. In case of any change of this information you agree to promptly update BRIEFD about such change.

You may access the Application via mobile device application (for Android and iOS) and/or via internet application. However, BRIEFD shall not be liable for any losses or damages resulting from your use of mobile device or internet connection or any of its features.

For the purpose of use of the Application, you may be required to create an account (an "Account") and provide us with your username, email, and password.

You should handle with the user account and password in a secure way. BRIEFD shall not be liable for any loss or damage from your failure to secure these information (e.g. the username and password). In the event you discover or suspect that your account has been accessed by unauthorized person or otherwise abused, please contact BRIEFD immediately in order to enable BRIEFD to act appropriately.

You are responsible for all activities that occur under your account and all the content you submit when using the Application.

The Application shall not be used in any manner that is unlawful or unauthorized by BRIEFD.

The Application shall not be used or abused for any illegal or prohibited purpose or activity. The Application shall not be used in any way that could damage, disable, overburden or impair the Application. You should not submit any information that may violate any third-party right, law, regulation, your internal policies, including but not limited to personal data protection, privacy, security rights, laws, regulation or policies.

You shall not upload files that contain material protected by intellectual property law unless you have the right to do so or you received all necessary consents.

You shall not upload files that contain viruses, corrupted files or any similar materials that may damage the operation of Application.

Any new features of the current Application, including its adaptations, changes, other new web or app versions, releases and upgrades, new tools and resources (the "Upgrades") are subject to these Terms and Conditions. BRIEFD has an exclusive discretion right to offer such Upgrades and the User shall have no impact on the offer, its content or its timeline. If you continue to use the Application after any such Upgrade this shall constitute your consent to such Upgrade.

BRIEFD also reserves the right to modify or discontinue (terminate) the Application or any part or functionality of the Application, temporarily or permanently. In the event of permanent discontinuance (termination) of the Application, BRIEFD will prior notify the User 3 months prior such discontinuance (termination).

### **Fee and Term**

You are offered to use the Application and its features within the chosen account (incl. Trial Account, Free Account, other accounts) in accordance with the offer available at the Website (“Offer”) and, if applicable, for payment of Fee. The “Fee” and the payment terms are defined in separate document that you can find on the Website.

The Fee may be paid on monthly or annual basis in accordance with the Offer. Each month constitutes a period commencing on the date of registration of your account and ending on the same calendar day of the next month (“Period”). BRIEFD will issue an invoice at the beginning of each Period except in cases where the User chooses annual payment plan, in which case the Period is deemed to start on the day of registration of the account and end on the same calendar day 12 months later (if the commencement date falls on 29<sup>th</sup> of February, the period is deemed to be completed on the 1<sup>st</sup> of March the next year) .

Your Application account will be automatically renewed with the expiry of the Period for another Period until the Application account is cancelled in accordance with these Terms and Conditions.

The Fee may be changed upon 90-day prior notice posted on BRIEFD website in Payment Terms at any time. With continuous use of the Application you agree to such Fee change and BRIEFD will automatically charge you with such Fee.

If the Fees are exclusive of all taxes, levies and duties you shall be responsible for payment of such taxes, levies or duties imposed by the competent tax authorities.

If you fail to pay the Fee your account will be frozen (“Frozen Account”) and inaccessible until BRIEFD accurately receives the payment.

### **License Provision**

Except if expressly stated otherwise the title, ownership and intellectual property rights in and to the Application, including all copies, source code, modifications and derivative works of the Application are held by BRIEFD (and/or its licensors) and shall remain the exclusive property of BRIEFD. User does not acquire any ownership rights in the Application and BRIEFD reserves all rights not expressly granted herein to User.

Subject to the use of the Application based on these Terms and Conditions you are granted by a personal, limited, non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable, world-wide license to use the Application. The Application is available only for the use in the permitted manner and to be used by an authorized user, as defined above. The User will be responsible for the compliance of authorized users with this agreement.

Under this license you are not allowed to distribute the Application or to make it available to any person or entity that is not an authorized user in any manner, nor to modify, translate, adapt, edit, copy, disassemble, decompile, provide or create derivative works, modify, reverse engineer or otherwise seek to discover or obtain the source code.

You agree not to sell, resell, rent, lease, loan, transfer, distribute, publish or assign, reproduce, duplicate or exploit any portion of the Application in any format to any third party, nor to use the Application or access to the Application without prior written permission by BRIEFD. You are not allowed to use the Application to provide or incorporate Application into any product or service provided to a third party. You shall not use the Application in any way to infringe or violate the rights of any third-party including copyrights, other intellectual property rights or privacy rights. BRIEFD shall not be held responsible for any such use.

Noting shall be construed as granting any license or right to use any of the copyrighted work contained in the Application without BRIEFD prior express and written consent nor as giving you a right to use any of BRIEFD or BRIEFD's affiliates trade names, trademarks, service marks, logos, domain names and other distinctive features.

Any information, data, logos, texts, images, materials and other content available on Application may also be subject to copyright law and the provisions of this section shall apply *mutatis mutandis*.

### **Cancellation or Termination**

You can cancel your account at any time, without declaring any reason, and your account will be cancelled at the end of the current Period, at which point BRIEFD will permanently delete your account data from our servers. Note that your data can't be recovered once it has been permanently deleted.

The Application account may only be cancelled at a request of the User.

The Application account will no longer be accessible once the account has been cancelled. Therefore, you are advised to download information and materials you provided from the Application you want to keep.

After the cancellation is effective BRIEFD will not charge you with the Fee anymore.

BRIEFD retains the right to terminate accounts and therefore disable the account in the event:

- the User violates these Terms and Conditions or for other reasons outlined in these Terms and Conditions, or
- BRIEFD elects to permanently discontinue the Application.

### **Data**

Through sign up or use of the Application BRIEFD may collect and process certain personal data. The collection and processing of personal data is subject to Privacy Policy available on our Website. Privacy Policy forms an inseparable part of these Terms and Conditions and is incorporated hereto by reference.

### **Materials Provided by You**

In the course of use of the Application, you may upload, submit or otherwise provide certain information (e.g. on vehicles, other goods) and other materials, as enabled by the Application and its functionalities.

You are responsible for all information, materials and other content provided, including for compliance with any copyright and other intellectual property laws. BRIEFD shall not be

deemed as an owner of such information, materials or content. However, by providing these information, materials or content you grant BRIEFD and its affiliates a permission or license, as the case may be, to use such information and materials in connection with and for the purpose of reproduction, exhibition and public display of information and materials within Application, analytical purposes, adaptation, combination and link the information and materials, statistics, feed and store the content into databases, Application improvement, free of charge on a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable basis.

By providing BRIEFD with certain information, materials and other content you warrant and represent that you own or otherwise control all intellectual property rights and other rights to such information or materials, including but not limited to upload, submit or otherwise provide BRIEFD with such information and to use the information and materials for the purpose as defined above.

In addition, you undertake to provide accurate and complete information, materials or content (e.g. on vehicle, goods and other data the Application enables you to provide) when using the Application.

### **Third-Party Materials**

The Application may contain links to any third-party websites, information, materials or locations or uses third party hardware, software, networking, storage and related technology required to run the Application and the information, materials and other content provided by other users or other third parties (together “Third-Party Content”). Such Third-Party Content is under no control of BRIEFD and BRIEFD does not check or in any way takes care of its accuracy, correctness, relevance, adequacy, promptness, fitness or regularity. BRIEFD shall not be responsible for any of the Third-Party Content or its accuracy, correctness, relevance, adequacy, promptness, fitness or regularity.

## **B. SUPPORT SERVICES**

BRIEFD will provide license support services (“Support Services”) for the use of Application to Users in accordance with these Terms and Conditions and for so long as User timely performs its obligations under the Terms and Conditions and this Agreement. The Support Services will not be provided for Application components not licensed, unreleased versions of Application, or any application or software not licensed by BRIEFD.

BRIEFD reserves the right to modify or change Support Services as necessary to provide required support levels to Users.

### **Obligations of the User**

The User shall:

- a) Use the Application in accordance with the instructions, its purpose, Terms and Conditions and as prudent businessman;
- b) Ensure appropriate technical conditions for the operation of the Application and uninterrupted functioning of hardware, other software and information systems that are necessary for the operation or can impact the operation of Application, including but not

limited to upgrade its hardware, other software and information systems to meet the system requirements for the Application, as specified by BRIEFD.

- c) Notify BRIEFD about the interruptions in the Application promptly and in the agreed manner;
- d) Enable cooperation of the contact person or other personnel at the request of BRIEFD.

### **Obligations of BRIEFD**

BRIEFD shall:

- a) Use its best efforts the Application will be available for login in the system and access to data in the Application system for at least 90% of time between 8 a.m. in 5 p.m. daily, barring the maintenance and or upgrade periods of which the Users shall be notified in advance, and under the condition of access to internet and inclusion in network coverage;
- b) Perform its obligations under this Agreement with the diligence of a good expert, according to the professional rules and customs;
- c) Eliminate interruptions on the Application in accordance with this Agreement.

BRIEFD agrees to notify User of the availability of Upgrades. User may, at User's discretion, upgrade its Application with such Upgrades when such Upgrades are not automatic. In order to provide the services, BRIEFD may request that the User updates the Application with the most recent Upgrade of the Application.

### **Support**

During the term of this Agreement, BRIEFD agrees to provide Support Services to User, namely (i) clarification of functions and features of the Application; and (ii) Error verification, analysis and reasonable resolution of Error in accordance with this Agreement.

For the purpose of this Agreement "Error" refers to failure on performance of Application functions.

The User may request Support Services from BRIEFD via e-mail address published on BRIEFD's Website. In the event the Support Services is requested by e-mail BRIEFD shall respond in 2 days. BRIEFD will respond to the request for Support Services by acknowledgment the request with:

- the response time less than 2 hours between 8 a.m. and 5 p.m.
- the response time less than 8 hours between 5 p.m. and 8 a.m.

BRIEFD shall provide the Support Services via remote access or at User's location if necessary, with User providing uninterrupted access to BRIEFD for the purpose of providing support services.

User agrees to provide BRIEFD, at the time of the notification, complete and accurate data required by BRIEFD to determine as far as reasonably practical the proper Support Service. If necessary, to resolve a Support Services request, the User shall provide BRIEFD with a copy of User's database. The data is deemed confidential in accordance with confidentiality obligation as of the Terms and Conditions.



To the extent the User has not provided sufficient data in order to enable BRIEFD to determine as far as reasonably practical the proper Support Service the resolution of any request may be delayed. In this event BRIEFD will notify User on such insufficient information.

The BRIEFD and the User agree to work together toward the resolution of all Support Services requests. BRIEFD will use reasonable efforts to correct Errors in the Application of which User notifies BRIEFD in accordance with this Agreement.

### **Support Services Limitations**

BRIEFD reserves the right to refuse the provision of Support Services (i) where the Application is not used for its intended purpose; (ii) where the Application has been altered, damaged, modified or incorporated into other software without BRIEFD's explicit prior approval, (iii) where the release or version of Application is no longer supported by BRIEFD, or (iv) where the problem is caused by User's or third party's software or equipment or by User's negligence, abuse, misapplication, or use of the Application or fixing the problem would require changes to User's hardware or a change to the current version of an Application.

## **C. GENERAL**

### **No Warranties**

The use of Application is at your own risk. The Application is provided "as is" and "as available".

BRIEFD disclaims warranties of any kind, express or implied, including, without limitation: a) that the Application will meet your specific requirements or expectations; b) the Application is accurate, merchantable or non-infringing; c) the Application will run uninterruptedly, timely, secure, error-free or in combination with any other hardware, software, system or data; d) the correctness or completeness of the data, security, reliability or availability of the Application; e) any used, stored or generated data will be accurate, correct, uninterrupted, error-free, comprehensive, complete or reliable or that any stored data will not be lost or corrupted, f) the Application is free of viruses or harmful components, even if such damages are foreseeable and BRIEFD has been advised of the possibility of such damages, g) results that may be obtained from the use of Application will be accurate or reliable; h) the quality of any products, service, information or other materials obtained by you through using the Application will meet your requirements or expectation.

To the maximum extent permitted by law, BRIEFD shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill use, information data or other intangible losses arising out of, based on or resulting from: (i) the use or inability to use the Application; (ii) any claim by any third party with regards to product liability claims, claims arising under consumer protection and similar laws, or intellectual property infringement, (iii) unauthorized access to the Application or alteration of your transmission or data; (iv) conduct of any third party in the Application; or (vi) any other matter relating to the Application.

In addition, BRIEFD and its affiliates shall not be liable for delays, interruptions, service failures or other problems inherent in use of the Application, internet and electronic devices or other systems outside the control of BRIEFD. BRIEFD shall not be liable for any modification, suspension or discontinuance of the Application.

### **User's Indemnification**

You agree to indemnify, defend and hold harmless BRIEFD or respective officers, directors, employees, agents, licensors, representatives and third party providers, from and against all claims, losses, expenses, judgement, damages and costs, including reasonable attorneys' fees, from (a) any breach by User (including any authorized users) of this agreement, (b) any User's violation of any rights of a third party. BRIEFD reserves the right to assume, at our sole discretion, the exclusive defence and control of any matter subject to indemnification by you in which event you will fully cooperate with BRIEFD in asserting any available defences.

### **Confidentiality**

All information the party obtains ("Receiving Party") from the disclosing party ("Disclosing Party") in connection with the Application constitute the confidential information of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed. Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information that: (i) was lawfully known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is lawfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by the Receiving Party; or (v) is required to be disclosed pursuant to a regulation, law or court order.

BRIEFD reserves the right to access, read, preserve and disclose any information that is in its discretion reasonably believed to be necessary for: (i) satisfaction of applicable law or governmental or court request, (ii) enforce these Terms and Conditions, including investigation of potential violations, (iii) detect or prevent any fraud, security or technical issues, (iv) respond to User support request, or (v) protect the rights, property or safety of BRIEFD or its customers.

### **General**

User may not assign this agreement without the prior written consent of BRIEFD. BRIEFD may assign its rights and obligations under this agreement in whole or in part without consent of User. Any permitted assignee shall be bound by the terms and conditions of this agreement.

The waiver of BRIEFD to exercise any of its rights or provision of these Terms and Conditions shall not constitute a waiver of such right or provision.

The Terms and Conditions shall be governed by the laws of Slovenia. You agree that any disputes arising out of or in connection with this Terms and Conditions or your use of Application shall be resolved in amicable manner, or, if such is not possible, exclusively by competent court in Ljubljana, Slovenia.



If not expressly provided otherwise, these Terms and Conditions constitute the entire agreement between you and BRIEFD.

If any part of these Terms and Conditions are determined invalid or unenforceable pursuant to applicable law, the invalid or unenforceable provision will be superseded by a valid and enforceable provision that is most close to the intent of the parties. The remainder of the Terms and Conditions shall remain in effect.