

TERMS OF USE FOR THE USE OF ALTERMOBILI APP

The AlterMobili App (hereinafter "**App**") is an offer of AlterMobili GmbH, Morassistraße 20, 80469 Munich, Germany (hereinafter "**AlterMobili**", "**we**" or "**us**"). Further information about us can be found in the imprint on our website (<https://www.altermobili.com/impressum>).

The use of the App by you as a user (hereinafter referred to as "**user**" or "**you**") is possible exclusively on the basis of these terms of use. The Terms of Use are a binding part of the contract, which you must accept before you can use the App.

The App is distributed via various platforms operated by third parties (such as the Apple App Store or Google Play Store) (hereinafter referred to as "**App-Platform**"). Your contractual relationship with the operator of the respective App platform is governed exclusively by the respective contracts concluded between you and the operator of the App platform. The operator of the App Platform is not a party to these Terms of Use.

1. SERVICES

1.1 The App offers you the possibility, within the scope of technical availability

- (i) To support you and other users in their search for a parking space by means of a beacon to be installed by the respective user in his/her vehicle (hereinafter referred to as "**ALMO-Device**", for more details see section 3) which, after an initial connection with the App, transmits the location data of the ALMO-Device directly to our servers via a mobile device to be provided by you (for more details on the ALMO-Device see section 3). Based on this information (e.g. current location; presumed leaving of a parking space) and supported by the information collected in the past and the calculations of our algorithms and our statistics, we will suggest a route when searching for a parking space on which a parking space has become available shortly before your request or will probably become available in the near future. However, even we cannot guarantee that you will find a free parking space.
- (ii) If you leave a parking space, this will only be displayed to other users in anonymous form. Only parking spaces that are located in public traffic areas are taken into account when displaying free parking spaces. Special parking spaces (e.g. parking spaces for residents or handicapped persons) are currently not shown separately. Therefore, make sure that you are authorized to park before you park your car;
- (iii) to report free parking spaces;
- (iv) to give you tips for a better parking search;
- (v) to give you an overview of how much time our App has saved you when searching for a parking space (compared to an estimated value when searching without our App) (feature not yet available in the test phase);
- (vi) to support you with the help of the location data transmitted by the ALMO-device to find the location of your car and
- (vii) In addition, the App automatically reminds you to start and stop your parking payment process. In Munich, you can automatically start and stop the HandyParken München App from the message.

1.2 The App is provided free of charge in object code. The source code of the App is not subject of the contract.

1.3 For the duration of your test phase, the use of the services mentioned in section 1.1 is free of charge. The test phase begins from the time you have installed the App on your mobile device. The exact length of the test phase will be displayed on the corresponding distribution channels (e.g. Appstore, Google Play). After that, we

reserve the right to charge a fee for further use beyond the test phase. We will inform you about this before you incur any costs.

- 1.4 Furthermore, we shall provide the services offered with the App only within the scope of our own technical and operational possibilities (in particular only within the scope of the availability specified in clause 6) and reserve the right to further develop the App at any time, to add individual functions, to change or remove them in accordance with clause 10, and in particular to issue updates/upgrades. The exact system requirements and the complete scope of functions owed for such updates/upgrades and the App in its updated version are set out in the product and update/upgrade description on the respective App platform. These Terms of Use shall apply mutatis mutandis to all In-App purchases and Updates/Upgrades and to the App as updated by In-App purchasers and/or Updates/Upgrade.

2. CONCLUSION OF CONTRACT

- 2.1 In order to be able to use the scope of services of the App described under point 1, no registration within the App is necessary. You only have to accept these terms of use the first time you open the App. By sending us the corresponding form, you are making us an offer to enter into a contract. We can accept your offer to conclude a contract by activating the services in the App. There is no claim to a conclusion of contract.
- 2.2 You can view and download the latest version of the Terms of Use at any time in the App. Only the most current version of the Terms of Use will be displayed.
- 2.3 Adolescents under the age of 18, persons without legal capacity and persons to whom we have terminated a previous contractual relationship with respect to the App are not permitted to use the App.

3. ALMO-Device

- 3.1 In order to use the functionalities described in section 1.1, you must first order an ALMO-Device on our altermobili.com website. An ALMO-Device is a small transmitter that transmits a locating signal. The costs for this ALMO-Device have to be paid by you.
- 3.2 You have to connect this ALMO-Device to the App via a Bluetooth connection of your mobile device (see also section 6.1).
- 3.3 If you use a mobile device with Android operating system, you do not need an ALMO-Device if you connect your mobile device directly to your vehicle via Bluetooth. Your vehicle needs a built-in Bluetooth function for this. If your vehicle does not have a built-in Bluetooth function, you will also need an ALMO-Device when using a mobile device with Android operating system (see also sections 3.1 and 3.2).

4. RIGHT TO USE THE APP

- 4.1 For the duration of the contract, we grant you as a user a worldwide, non-exclusive, non-transferable, non-sublicensable right to use the App and the content contained in the App for private purposes and to store and display it to the extent necessary for the intended and contractual use. All rights not expressly granted, in particular the rights to edit, distribute, rent and/or otherwise exploit the App (e.g. by 'mirroring' it in other applications) are reserved.
- 4.2 You may not decompile or otherwise reverse engineer the App or attempt to obtain its source code. The only exceptions to this are actions that are necessary to obtain interface information required to establish the interoperability of the App with third-party software. This assumes, however, that you have previously attempted

unsuccessfully to obtain such information from us for reasonable compensation. Interface information obtained in this way may only be used for the purpose of achieving interoperability, may not be published, and may only be made available to third parties to the extent necessary to achieve interoperability.

- 4.3 If the App contains open source components, these may be subject to separate conditions. These are contained in the App and take precedence over the provisions of these Terms of Use, especially for the respective open source components.

5. YOUR RIGHTS AND DUTIES

- 5.1 In order for us to be able to provide the services mentioned in section 1.1, it is necessary that both the Bluetooth and GPS positioning functions are activated for the App.
- 5.2 You undertake to observe the rights existing in favour of third parties at all times when using the App. You may not use the App in a manner that is likely to endanger the existence or proper operation of the App. In particular, you may not take any measures that bypass, remove or otherwise impair the security functions of the App or that could lead to an unreasonable or unreasonable load on our infrastructure.
- 5.3 You may not use the App in any unlawful manner, for any unlawful purpose, or in any manner that is inconsistent with applicable law or these Terms of Use. Therefore, please note in particular that participation in road traffic requires constant caution and mutual respect and that you may not operate the App while driving. Therefore, please start the route guidance before you start your journey.
- 5.4 Before parking the vehicle, you must also make sure that you are authorized to park.
- 5.5 Do not rely solely on the navigation announcements. The respective road traffic regulations (e.g. one-way streets; (mobile) no parking signs; entry restrictions; etc.) have priority. You are solely responsible for observing these regulations.
- 5.6 You undertake to indemnify us against any and all damages, claims, costs (including reasonable attorney's fees) and expenses incurred by us as a result of your violation of the obligations arising from the user relationship between you and us, in particular the obligations arising from this clause 5. This does not apply if you are not at fault for the violation.

6. TECHNICAL REQUIREMENTS AND AVAILABILITY

- 6.1 The App is offered for operating systems from IOS 11 and above, and for Android from version 6 and above, and is distributed via different App platforms depending on the operating system. Its installation and full use require a valid account with the respective App platform (e.g. iTunes account) and a corresponding end device (e.g. smartphone). For the installation of the App as well as the use of the services mentioned in section 1.1, an Internet connection via mobile network to the terminal device is also required. The costs incurred in connection with this Internet connection are to be borne by you. The ALMO-Device only works if it is connected to the terminal device and the App.
- 6.2 Your device must have the following minimum functionality for the App to run properly: GPS function, Bluetooth function, stepping function.
- 6.3 To ensure the complete and stable function of the App, you are required to install the latest version of the App and the operating system of your mobile device. We are not obliged to provide support for older versions and/or to ensure compatibility with newer versions.

6.4 We offer the functionalities described in section 1.1 in the App with an average annual availability of 95%. When calculating this availability, planned maintenance times, as well as maintenance times for installing important or security-critical updates to a reasonable extent are not taken into account. We will make reasonable efforts to inform you about planned maintenance times at a suitable place in advance. Times in which the Internet connection is interrupted shall not be taken into account when calculating availability.

7. LIABILITY AND WARRANTY

7.1 Insofar as the App and the services are provided free of charge, we do not assume any warranty and are liable in accordance with the statutory provisions only for intent and gross negligence, as well as for defects that were fraudulently concealed. The liability for damages due to injury to life, body and health as well as the liability according to the product liability law remains unaffected.

7.2 As far as parts of the App and/or certain services are provided by us for a fee via in-App purchases, we are also liable for damages caused by the violation of essential contractual obligations due to slight negligence (i.e. such obligations whose fulfillment makes the proper execution of the contract possible in the first place, whose non-fulfillment would endanger the purpose of the contract and on whose compliance the party regularly relies, so-called cardinal or essential contractual obligations). Our liability is otherwise excluded.

7.3 The above limitation of liability shall also apply accordingly to the personal liability of our representatives, employees and vicarious agents.

7.4 We are not liable for damages resulting from a change of the App by you or a software or hardware environment deviating from the system requirements.

8. TERM, TERMINATION AND BLOCKING

8.1 The contract for the use of services is concluded for an indefinite period of time and can be terminated by either party at any time with ten (10) days' notice, unless otherwise provided for in this clause 8.

8.2 Notwithstanding Section 8.1, special conditions and other periods of notice may apply to the ordinary termination of time-limited functions that are available via in-App purchases; unless special provisions are made therein, the termination shall not take effect until the contractual term of the time-limited function also ends.

8.3 The right of each party to terminate the contract without notice for good cause remains unaffected. A good cause shall be deemed to exist for us in particular if you breach any of your obligations under clause 5 and - insofar as the breach is curable - you do not remedy it within fourteen (14) days after a corresponding request by us.

8.4 Instead of extraordinarily terminating the contract in accordance with Clause 8.3, we may also block your ALMO-Device temporarily or permanently without setting a deadline. You cannot use the App with this ALMO-Device for the duration of the blockage.

8.5 After the termination has become effective, you can no longer use the App.

9. RIGHT OF WITHDRAWAL

9.1 In case of services against payment, we grant you as a consumer a right of withdrawal.

- 9.2 The conditions and legal consequences of the withdrawal result from the following withdrawal instruction.

Right of withdrawal

You have the right to withdraw this contract within fourteen days without giving reasons. The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us at AlterMobili GmbH, Morassistraße 20, 80469 Munich or at info@altermobili.com by means of a clear statement (e.g. a letter sent by post or e-mail) of your decision to withdraw this agreement. You may use the sample withdrawal form attached at the very end of the document, but this is not mandatory.

In order to comply with the withdrawal period, it is sufficient to send the notification of the exercise of the right of withdrawal before the end of the withdrawal period.

Consequences of the withdrawal

If you withdraw from this contract, we will refund all payments received from you, including delivery charges (except for the additional costs arising from the fact that you have chosen a different method of delivery to the cheapest standard delivery offered by us), immediately and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. For this refund, we will use the same means of payment that you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged for this refund.

End of the withdrawal policy

10. MODIFICATION OF THESE TERMS OF USE

- 10.1 We can change points that have no effect on the contractual services to be provided under these terms of use (e.g. typing errors) without separate notification.
- 10.2 Furthermore, we are entitled to change services provided free of charge in the App at any time, to make new services available free of charge or against payment and to discontinue the provision of free services. In doing so, we will always try to take your legitimate interests into consideration.
- 10.3 We may change services against payment (i) if this is necessary for good reason, (ii) you are not objectively worse off as a result (e.g. if we add an extended function to the scope of services) and (iii) we do not deviate significantly from the previous subject matter of the service. A "good reason" to change the object of performance exists if (a) we adapt the object of performance to technical developments; (b) third parties, from whom we obtain advance services necessary for our services, change their range of services; or (c) statutory provisions or court decisions require a restriction or extension of the object of performance.
- 10.4 On the basis of existing subscriptions at prices to be paid, we may also adjust the prices of the current subscription at our reasonable discretion to reflect the development of costs that are relevant for the price calculation. A price increase shall be considered and a price reduction shall be made if, for example, the costs for the procurement of map material, storage space or computing power from third parties increase or decrease or other changes in the economic or legal framework conditions lead to a changed cost situation (e.g. due to the introduction of new taxes and duties or changes in existing taxes and duties). Increases in one cost element, e.g. the map material, may only be used for a price increase to the extent that there is no compensation for any declining costs in other areas, e.g. the costs of storage space. In case of cost reductions, e.g. the costs for storage space, we will reduce the prices, as far as these cost reductions are not completely or partially compensated by increases in other areas. In exercising our reasonable discretion, we shall select the respective points in time of a price change in such a way that cost reductions are not taken into account according to standards that are less favourable to the user than

- cost increases, i.e. cost reductions shall have at least the same effect on prices as cost increases.
- 10.5 In addition, we are entitled to change the legal provisions of these Terms of Use at any time during the term with effect for the future, if this becomes necessary due to changes in the legal and economic framework, in particular changes in laws or jurisdiction.
- 10.6 In the event of changes to the subject matter of the service against payment pursuant to Section 10.3 or the legal provisions of the Terms of Use pursuant to Section 10.5, we shall inform you of such changes at least six (6) weeks before the planned entry into force of the changes. In doing so, we will grant you a reasonable period of at least six (6) weeks to declare whether you accept the modified subject matter of the Services for further use of the Services. If no declaration is made within this period, counted from the receipt of the announcement, the changed subject matter of the service is deemed to be agreed. At the beginning of the period, we will especially point out this legal consequence, i.e. the right of objection, the objection period and the meaning of silence. If you object, the contract for the use of the respective paid service ends when the planned change comes into effect.

11. MISCELLANEOUS

- 11.1 These terms of use are provided in German and are subject to German law, excluding the UN Convention on Contracts for the International Sale of Goods.
- 11.2 If (i) you are not a consumer, (ii) you are a consumer but do not have a residence in Germany at the time of conclusion of the contract or you move your residence abroad after conclusion of the contract or (iii) you are a consumer but your usual residence is unknown at the time of filing a suit, the place of jurisdiction and place of performance is Munich (city). Otherwise, the place of jurisdiction shall be governed by the general statutory provisions.
- 11.3 The EU Commission provides a platform for online dispute resolution (OS) at <http://ec.europa.eu/consumers/odr/eine>. However, we are not obliged to take part in this dispute resolution procedure before a consumer arbitration board and do not participate in it. Should you, contrary to expectations, have reason to complain, you are welcome to contact us using the contact details provided in the imprint.
- 11.4 Should any provision of these terms of use be or become invalid or unenforceable, the validity of the remaining provisions of these terms of use shall not be affected thereby. The parties are obliged within the scope of what is reasonable and in good faith to replace the invalid or unenforceable provision by a valid or enforceable provision that is equivalent in its economic success, provided that this does not result in a significant change to the content of the contract.

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Sample withdrawal form

If you wish to withdraw the contract, please provide us with the information below.

To: AlterMobili GmbH, Morassistraße 20, 80469 Munich, Germany or to info@altermobili.com

I/we () hereby withdraw the contract concluded by me/us () for the purchase of the following goods (/the provision of the following service ()):

Ordered on / received on (*)

Your name(s): Your address(es): Your signature(s) (only for paper notification):

your date:

(*) Delete as applicable.