

## **GENERAL CONTRACTUAL CONDITIONS INHERENT TO THE VISIRUN SERVICE**

### **1. Definitions.**

1.1 The following terms (and all of their declensions) are used in the Contract with the following meanings:

- for “MobiVision” the company MobiVision S.r.l., is intended with headquarters in Ferrara, via Zucchini, n. 79, tax code and VAT N°. 01744310382;
- “User” refers to the physical or legal person who complies with the Contract via internet requesting the supply of the VisiRun service from MobiVision;
- “Contract” is intended as the agreement composed of the on-line purchase order, the General conditions expressly accepted, the price list, the informative note in accordance with art. 13 legislative decree 196/2003 and the acceptance of the Purchase order by MobiVision;
- “General conditions” are intended as the present general conditions;
- “Price List” is intended as the document which contains the economic conditions of the VisiRun service and particularly the listing of the amounts due that the User shall forward to MobiVision for the fulfilment of this service;
- “Parties” are intended as MobiVision and the User considered together;
- “Online Purchase” is intended as the purchasing procedure of the VisiRun service carried out by the User on the internet site [www.visirun.com](http://www.visirun.com);
- “VisiRun Service” or simply “Service” is intended as the service provided by MobiVision chosen by the User through the conclusion of the Contract;
- “GPS Tracker” is intended as the GPS/GPRS Track and Trace device supplied to the User by MobiVision on free loan and installed by and at the expense of the User on the vehicles to be tracked in accordance with the Installation and Activation instructions attached thereto.

### **2. Object: Description of the VisiRun service.**

2.1. The VisiRun service offered by MobiVision consists of the service that allows the User to:

- A) display on an electronic map the position of the vehicles equipped with the tracking system supplied free-of-charge (excluding shipping expenses) by MobiVision to the User as loan for use;
- B) track and locate the vehicles closest to a specific address,
- C) to control the route, the driving time, the average speed of each vehicle;

- D) receive an immediate notice in case of unexpected stop-offs or movements;
- E) control if the vehicle approaches or moves away from a specific geographical area;
- F) maintain a direct contact with the driver of each vehicle, sending and receiving messages;
- G) manage ordinary and extraordinary maintenance and the administrative deadlines (tax discs, insurances, etc.) for each vehicle;

As this is a service which is subject to continuous updates a complete description of the service is available by consulting the relative section of the MobiVision internet site at [www.visirun.com](http://www.visirun.com);

### **3. Contract conclusion.**

3.1 The Contract shall be considered as concluded at the end of the VisiRun service online purchase procedure which is divided into the following steps: Selection by the User of the service to be purchased; login and registration of the User; communication of personal data for invoicing and goods destination; selection of the payment method; order confirmation with express acceptance by the User of the present general conditions of the contract; communication by MobiVision via email to the address indicated by the User when registering - of the order confirmation acceptance.

3.2 MobiVision reserves the discretionary right to accept or reject the purchase request presented by the User.

3.3 The User consents that the acceptance of MobiVision may occur for concluding facts amongst which are, purely as an example, the enabling of the User at the fulfillment of the VisiRun service or the forwarding of the GPS Trackers to the address reported by the User.

### **4. Duration and right to withdraw.**

4.1. The Contract has an unlimited duration and shall be effective between the Parties from the moment of the acceptance of the User's purchase order by MobiVision.

4.2 Both Parties have the right to withdraw from the Contract at any given moment having previously indicated this intention in accordance with the terms indicated in clause 16.

### **5. Amount due.**

5.1 The amount due for the service provided to the User during the validity period of the Contract is reported in the Price List unilaterally provided by MobiVision that shall be understood as expressly

accepted by the User with the confirmation of the Purchase Order.

5.2. MobiVision reserves the right to adjust the Price list at any moment. The amendments shall be binding for the User in accordance with the terms foreseen in the successive clause 9 and reserves the User's right to withdraw.

5.3 The first invoice shall be issued with the shipping of the GPS Trackers to the User and the successive invoices shall be issued on a monthly basis and forwarded electronically.

5.4. The amount due shall be debited to the User via direct debit on the fifteenth (15th) day successive to the date of the invoice or, alternatively, debited on a credit card the day on which the devices are forwarded.

## **6. Access to the Service.**

6.1 The User shall be enabled to access the VisiRun service via the use of the identification and the password communicated by MobiVision by email at the end of the online purchase procedure.

6.2 MobiVision is expressly released from verifying the real identity of those who access the Service and their effective concurrence with the User and their generalities indicated during the registration process.

6.3 The User shall assume all risks relative to the abusive use of identification and the password by those to whom the User has directly or indirectly disclosed their data.

6.4 The User is aware of and accepts the fact that, in order to use the Service, it is necessary to independently equip themselves with suitable hard and software and with a system connected to the internet that is compatible with the Service standards provided by MobiVision.

6.5 Under no circumstances shall MobiVision be held responsible for any malfunctions of the system, or inconveniences to the User for facts and causes related to the ineffectiveness of the Users hardware and software and/or the connection to the internet used by the User, and/or any other service by third parties necessary for using the Service.

## **7. GPS Tracking devices: use, return, indemnity.**

7.1 Together with the purchase of the VisiRun service, MobiVision shall also provide the User with the free-of-charge GPS Tracking device(s) ordered in loan for use, which must be installed, used and stored exclusively under the responsibility and expense of the User.

7.2 Should either Party withdraw or should the contract be cancelled, the User must

immediately return the GPS Tracking devices supplied without any further solicitation on the part of MobiVision.

7.3 In case the GPS Tracking device(s) are not returned by the User within 10 days following the interruption of the contractual relationship, MobiVision reserves the right to apply a daily compensation indemnity of €10 for each unreturned GPS Tracker.

7.4 The User commits to using the GPS Tracker devices conceded in loan for use exclusively for the aims connected to the fulfillment of the VisiRun service, committing themselves to not tampering with the devices even if there should be a malfunction.

7.5 In case of malfunctions – except that stated in the following clause 7.7 – MobiVision shall provide a replacement for the defective device free of charge.

7.6. The User is committed to using the GPS Trackers in conformity with the regulations contained in art. 1804 CC and recognises the restrictions contained in that provided by art. 1803-1812 c.c.

7.7 Any damage caused by bumps, accidentally dropping the device, spilling of liquids, burning and short circuit or caused by improper use with respect to the indications supplied in the Installation and Activation instructions of the GPS Trackers or tampering therewith as well as the failure to return, even if this is due to theft or lost, shall cause the User to be obliged to pay MobiVision in the amount of € 390.00 plus VAT for each device which is not returned or returned in a condition which does not correspond to the original.

7.8 Except that stated in the previous clause 7.5, in any case MobiVision will be responsible for damages caused to the User and/or others by the malfunctions and/or the failure of the tracking device(s) ordered in loan for use.

## **8. Service provision.**

8.1 MobiVision is responsible for the management of the Service and as such may use services provided by third parties, in which case the User shall expressly accept the use conditions of the applications supplied by these third parties.

8.2 Services by third parties shall be provided by the latter and the relative technical development is subject to their final opinion.

8.3 MobiVision reserves the right to suspend or interrupt the Service without notice and without any liability in cases of technical necessities amongst which, as a non-exhaustive

example, are: break-downs, maintenance, substitution of equipment, ordinary or extraordinary interventions, system implementations.

## **9. Service modification.**

9.1 MobiVision reserves the right to modify Service terms and conditions, technical specifications, Price List, current General Conditions at any given moment.

9.2 These modifications shall become effective between the Parties 15 days after the User receives the communication of the modifications carried out in the form stated in clause 16. In the course of the above mentioned 15 days the User has the right to withdraw from the contract in accordance with clause 4, unaffected by the contractual modifications mentioned.

## **10. User obligation**

10.1 The User is obliged to use the Service for lawful ends and is obliged to release and maintain MobiVision unaffected by any damage deriving from a non-authorized use thereof.

10.2 The User is obliged to release and maintain MobiVision essentially and processually, unaffected by any liability, damage, loss, costs or expenses of a legal nature, that MobiVision must sustain due to the inaccuracy and/or incompleteness of the data supplied.

## **11. Property and use of data.**

11.1 With the conclusion of the Contract, the User does not acquire any further rights besides from that of using the service. In particular the User does not acquire the intellectual and/or industrial property rights, rights of economic exploitation of all that which constitutes the Service, therein included, as a non-exhaustive example, data banks, information, brands, patents, logos, GPS Trackers and any other graphic and/or structural element made available by the User through the Service as these are and remain the exclusive property of MobiVision.

## **12. Internet network security**

12.1 The User is fully aware of the characteristics of the digital transmission networks and their limits. In particular, the User recognises the fact that the transmission of data via Internet is subject to objective technical limits of reliability and periods of saturation during particular moments in the day.

12.2. The safety measures provided by MobiVision are such that they provide a reasonable level of reliability for the User. The data circulating on the Internet cannot under any circumstances be considered as immune to possible intrusions and the transfer of passwords, codes and, more generally, any other kind of information of a confidential nature is communicated to the User at their own, exclusive risk.

### **13. Data and network publication protection**

13.1 The User expressly consents to the direct and/or indirect transferral to MobiVision of all data necessary for using the Service as well as their storing in the MobiVision data banks. The User furthermore expressly consents to the direct and/or indirect transferral of data necessary for the use of the applications of third parties within the scope of the Service as well as the memorisation and storing of this data.

### **14. Contract transfer prohibition**

14.1 The User may not cede the Contract to third parties either for free or with payment, temporary or definitive, without the previous written consent of MobiVision.

14.2 The User consents from this moment that MobiVision cedes the present Contract, wholly or in part, to companies which are part of the group to which MobiVision belongs, that is third parties except, under the hypothesis of transfer to third parties, the possibility of the User to freely withdraw from the Contract in the terms foreseen in the previous clause 4.

### **15. Default of the User and cancellation.**

15.1 Mobivision has the right to cancel the Contract in accordance with ex. Art 1456 should the User violate or not apply any of the obligations assumed with the present Contract.

15.2 In any case, with the resolution of the Contract due to default by the User, MobiVision has the right to keep the sums already received from the User, without prejudice to indemnity for any greater injury (that may be) suffered.

15.3 MobiVision has the right to immediately terminate the Contact in cases of the User failing to make payments of the amount due.

### **16. Communications**

16.1 All communications addressed by the User to MobiVision must be forwarded via registered mail to the following address: “MobiVision S.r.l., via Zucchini, n. 79, 44122 Ferrara” and with an earlier fax sent to 0532.1920231 or via e-mail to *amministrazione@mobivision.it*.

16.2 All communications inherent to the Contract shall be sent by MobiVision to the User by e-mail using the address indicated by the User when registering which shall be considered as the only, exclusive address for all communications.

### **17. Applicable law and legal jurisdiction**

17.1 The present Contract is subject to Italian law. Any and all disputes inherent to the object of the present contract including its interpretation and execution shall be under the exclusive jurisdiction of the Court of Ferrara .

### **18. Handling of personal data**

18.1 In order to use the Service provided by MobiVision and having read and understood the informative notice which follows, the User authorises MobiVision to handle their personal data with regards to the regulations provided in Legislative decree n. 196/2003.