

## General Terms and Conditions of Green-Zones GmbH for the App/Fleet-App Software

### The following limitations of liability apply to the use of the Green-Zones App/Fleet-App:

**1.**

The user/licensee acknowledges that the Green-Zones App/Fleet-App is downloaded to his mobile device at his sole discretion and risk. The user/licensee shall inform all persons who use the app as intended, about the correct function and the relevant liability provisions. Under no circumstances shall Green-Zones be liable for the use of the App by users not authorised by the user/licensee.

**2.**

Claims for damages against Green-Zones as a result of damage or loss suffered by the user/licensee are excluded under all circumstances, regardless of whether Green-Zones has been informed, had knowledge of or could have been aware of the likelihood of such damage, except in cases of wilful or gross negligent behaviour on the part of Green-Zones. Green-Zones shall not be liable for any damage that may be caused to the user's PC, mobile device or any other device or software as a result of using the website/app. In particular, Green-Zones shall not be liable for the consequences of incorrect operation of the Green-Zones app/website by the user/licensee and/or persons within his sphere of influence.

**3.**

Force Majeure means circumstances which make it more difficult to fulfil Green-Zones' obligations under these Terms and Conditions and that are not within the reasonable scope of Green-Zones. This includes late and/or incomplete deliveries from Green-Zones, temporary or partial unavailability of your account, services, apps and/or user data due to circumstances beyond the reasonable control of Green-Zones. In case of force majeure, all responsibilities and contractual obligations of Green-Zones are suspended. Should the period during which Green-Zones cannot fulfil its obligations due to force majeure exceed ninety calendar days, both parties shall be entitled to terminate the rental agreement in writing. In particular, Green-Zones is entitled to terminate the agreement regarding the services and apps in writing, without any obligation to pay compensation of any kind arising out of or in connection with such termination.

**4.**

Occasional disruptions of the connection to the Green-Zones App/Fleet-App are possible (e.g. if the user/licensee is driving into an area without mobile network coverage or if the Green-Zones App/Fleet-App is updated or the network of the mobile provider is maintained), over which Green-Zones has no influence. While Green-Zones will use reasonable efforts to limit or prevent such events, it will not be liable for any financial loss or other damage resulting from such disruptions.

Green-Zones assumes no liability whatsoever for the completeness, reliability or timeliness of the data contained in the digital map materials. These data may not correspond to real conditions due to road closures, construction work, weather conditions, new roads and other changes; the same applies to the changes of environmental zones by the respective state or municipal authorities. Green-Zones strives at ensuring that the information is always up-to-date, but shall not be held responsible for any errors.

The use of the Green-Zones App/Fleet-App is at your own risk. Some content in the Green-Zones App/Fleet-App is provided by third parties; for example, the basic map material. Green-Zones is not responsible for such content provided by third parties.

Green-Zones has established technological and operational security policies and procedures to protect the user/licensee data from loss, misuse, alteration or accidental deletion. However, Green-Zones cannot provide any guarantee or warranty regarding the security of the Green-Zones App/Fleet-App or the transfer of data between Green-Zones and the mobile device of the user/licensee. Green-Zones shall not be liable to the user/licensee or any other person in the event of unauthorised intrusion into any Green-Zones system.

**5.**

If, for any reason whatsoever, the limited warranty or limitation of liability of Green-Zones described in these Terms and Conditions is held unenforceable or inapplicable, the user/licensee hereby agrees that Green-Zones' liability shall not exceed fifty percent (50%) of the rental fees. This refers to the rental fees paid by the user/licensee for the relevant digital map materials in the respective year of use. In any case, Green-Zones' liability excludes compensation for additional costs or consequential damages.