



TERMS AND CONDITIONS

1. Object

- 1.1 This application **C- MOBILE Barcelona** (hereinafter the “ **Application** ”) owned by IDIADA Automotive Technology ,S.A. (“ **IDIADA** ”) informs you of the state of the roads in real time as well as any contingencies that the driver may encounter, such as traffic jams, accidents, works, etc. Its purpose is to control the environmental impact they have all kinds of transportations and contribute to road safety and to efficiency.
- 1.2 These terms and conditions together with the [Privacy Policy](#) constitute a binding agreement between the user (“ **You** ”) and IDIADA.

2. Terms and restrictions of use

- 2.1 The Application informs you of the state of the roads in real time as well as of the contingencies that the driver may encounter when traveling, such as traffic jams, traffic accidents, works, etc. However, you must comply in any case with current traffic regulations and pay attention to the road and driving.
- 2.2 It is strictly prohibited to send text messages or other updates (including but not limited to traffic updates) while driving.
- 2.3 You can use the Application only for personal purposes. Therefore, you cannot, either by yourself or through any other means or person:
- a) copy, modify, adapt, reverse engineer, decompile, disassemble the Application, attempt to discover, in whole or in part, the structural design of the Application or assist or facilitate others to do so;
 - b) replicate or copy the Application;
 - c) interfere or violate the right to privacy or other rights of third parties;
 - d) infect the Application with any virus, spyware, file or general computer program;
 - e) interfere or interrupt the operation of the Application;
 - f) sell, license or exploit the Application for any commercial purpose without the prior written consent of IDIADA;
 - g) use the Application for any illegal or unauthorized purpose; or
 - h) infringe or violate any of these Terms and Conditions.



3. Geolocation

- 3.1 Insofar as the Application offers services that need to know your geolocation, IDIADA will collect and process this data to provide said services. IDIADA will not access your geolocation based on your GPS without your consent.
- 3.2 For the above, IDIADA informs you that for the correct provision of the service it will be necessary for you to have your GPS activated at all times.
- 3.3 IDIADA informs you that it complies with the applicable legislation on data protection. That is why IDIADA makes the following [Privacy Policy](#) available to you, which you can consult at any time.

4. Ownership:

- 4.1 IDIADA has its registered trademark at the European Union Trademark Registration Office with the numbers 011989068 and 011988953.
- 4.2 Under no circumstances IDIADA grants you permissions, rights titles, property, copyright or other intellectual property right or license to use any trade name, product, trademark, logo which is owned by IDIADA.
- 4.3 Likewise, IDIADA reserves all rights to the Application, unless IDIADA expressly agrees in writing with you to the contrary. In this sense, keep in mind that breach of this Clause 4 may be legally prosecuted in accordance with current legislation.

5. Responsibility:

- 5.1 IDIADA tries to offer you the Application at a high-quality level. However, it cannot guarantee that : (i) the Application will function without interruption or without errors ; (ii) that it is continuously available; (iii) that it is free of harmful components; (iv) that it is immune to damages ; (v) it is free from malfunctions or failures ; nor (vi) is it compatible with your device .
- 5.2 Likewise, the Application is provided "as is", without any type of express or implicit guarantee regarding its quality, reliability, compatibility, security, performance, purpose, precision or accuracy that may arise from its use. In this regard, IDIADA , without prejudice to the legal obligations under the Spanish and European regulations applicable, will not assume any responsibility regarding the content of the application, including, but not limited to completeness, the updating and the accuracy of the maps, the road conditions, the texts, the driving instructions, the navigation routes presented or shown by the Application or the applicable traffic regulations.
- 5.3 IDIADA within the maximum limit allowed by applicable law, will not be liable for the damages arising from the use (or not use) of the application, whether direct or indirect, incidental, special, exemplary ,



punitive or consequential damages, including, but not limited to lost profits, a loss of data, to loss of personal properties or from third parties or other derived damages. In this regard you agree that the risks derived from the use of the Application affect only you to the extent permitted by law.

5.4 In no case will IDIADA's total liability in relation to this Application for all damages, losses, and causes of action exceed five hundred (500) euros.

5.5 The limitations regulated in this Clause 4 are not intended in any case to limit the rights that cannot be excluded according to the applicable law.

6. Indemnity :

6.1 You agree that IDIADA is exonerated from and not responsible for any claims, penalties, legal demands, losses, damages and contingencies, liabilities and expenses (including attorney's fees) that are a direct result an or indirectly from: (i) the use by You of the Application ; (ii) any breach in compliance with or violations of the Terms and Conditions by You ; and / or (iii) that violate the rights of third parties.

7. Applicable law :

7.1 Unless otherwise specified in these Terms and Conditions, these will be governed and interpreted exclusively under Spanish law.

7.2 In the event that there is a dispute between you and IDIADA, the dispute will be submitted for resolution to the courts of Barcelona (Spain).

8. General disposition:

8.1 In the event that any provision of this Terms and Conditions shall be deemed unlawful, void or unenforceable, either in whole or in part, in accordance with the law applicable, that provision or part thereof shall be deemed not part of Terms and Conditions, although the legality, validity and enforceability of the remaining provisions is or Terms and Conditions will not be affected.

9. Contact us

9.1 If you have any questions about our Terms and Conditions, please contact us at: cmobile@idiada.com .