

**OptimoRoute™ Driver App Terms of Service
And
Turn-by-Turn Addendum**

These OptimoRoute™ Driver App Terms of Service (including the accompanying Turn-by-Turn Addendum, collectively the “**Agreement**”) is a contract in electronic format between you and OptimoRoute Inc., governing your use of the OptimoRoute™ Driver App and Turn-by-Turn Service. “**Driver App**” means the OptimoRoute™ Driver mobile applications. “**Turn-by-Turn Service**” means our navigation feature within the Driver App which provides you continuous driving directions in the form of spoken or visual instructions for navigating from one location to another made available on the device on which you use the Driver App. “**Service**” means collectively, the Driver App and Turn-by-Turn Service. By accessing and using our Service, you are agreeing that you will be bound by and comply with the terms and conditions of this Agreement. The terms “**OptimoRoute Inc.**”, “**OptimoRoute™**”, “**we**”, “**us**” or “**our**” refers collectively to the licensor OptimoRoute Inc. “**Site**” means our website, OptimoRoute.com. The terms “**Customer**,” “**you**” or “**your**” refers to you as the user and licensee of our Driver App under this Agreement. OptimoRoute™ and Customer are sometimes referred to herein separately as a “**Party**” and together as the “**Parties**”.

This Agreement is applicable as of the date you access and use the Driver App. We make the Service available subject to the most recent version of this Agreement. You are expected to have read this Agreement with due care. Please note that we may change this Agreement from time to time, without prior notice to you, by posting a new version at <https://optimoroute.com/terms-of-service-for-drivers>. The latest Agreement will be posted on the Site for your review before using the Service.

If you do not agree with all the terms and conditions of this Agreement, you must cease using the Service; your continued use of the Service shall signify your acceptance of this Agreement.

1. Description of Service

The Service is designed to provide you with the capability to manage your transportation tasks and receive continuous driving directions to the device you use to access the Service. The Service is hosted by us or on our behalf and accessible by you remotely through the Driver App.

As part of the Service provided in this Agreement, OptimoRoute™ will provide you and operate the servers, system software, and applications software in connection with the Service.

2. Grant of License and Use of Service

The Service becomes available to you through a subscription to the Service made by the person or entity that paid the applicable fee in effect at the time of such subscription. If the required subscription fee is not paid or paid timely, the Service shall not be available to you.

Subject to the terms and conditions of this Agreement, OptimoRoute™ grants to you a limited, non-transferable, non-exclusive, non-sublicensable, revocable right and license to access and use our Service for the Term (as defined in Section 20 below) unless sooner terminated; provided,

however, that you may not use the Service in a resale capacity, or process third-party data in a commercial service bureau environment, and OptimoRoute™ retains all right, title and interest in and to all software applications and any materials supplied to you by us.

If we reasonably believe that you have breached this Agreement, applicable law or regulations, or otherwise acted in a way that harms OptimoRoute™, its agents or the Service, OptimoRoute™ has the right to end or suspend your use of the Service.

3. Your Registration Obligations

You represent that you are of legal age to form a binding contract and are not a person barred from receiving the Service. If you provide any information that is untrue, inaccurate, not current, or incomplete, or OptimoRoute™ has reasonable grounds to suspect that such information is untrue, inaccurate, not current, or incomplete, OptimoRoute™ has the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof). You have the responsibility to safeguard your own credentials, and you are responsible for all of your OptimoRoute™ Driver App activity.

4. Costs

The cellular network connection, Internet connection or other form of connection required to use the Service are solely at your expense and you are solely responsible for any associated charges you incur by your use of such connection to access the Service (for example, mobile data charges). Transmitting and receiving real-time updates to and from the Service, requires a network connection (for example, Wi-Fi, 3G, 4G) between your mobile device and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider (such as, your cellular phone company), and according to its applicable terms of use and payment.

5. Personal Data

Any personal data relating to an identified or identifiable natural person (“**Personal Data**”) that OptimoRoute™ receives from you (including without limitation the data Customer submits to the Service) will be used to provide the Service and can be used for identification, account administration, analysis and fraud/loss prevention purposes but only in relation to the Service we provide to you. Both OptimoRoute™ and you will comply with all applicable laws relating to privacy and the processing of Personal Data (“**Data Protection Laws**”). Our privacy policy is incorporated in its entirety as a binding part of this Agreement and is viewable at <https://optimoroute.com/privacy-policy/> (“**Privacy Policy**”).

Please note that we use your location and route information to create a detailed route history of all your journeys made when using the Service. We use this history to offer the Service to you, to improve the quality of the Service we offer to you, to improve the accuracy of our mapping and navigation data, and more as described in detail in the Privacy Policy. This history is associated with the user of our Service. This history is retained by us in accordance with the Privacy Policy.

All organizations based in the EU or otherwise processing personal data of individuals within the EU are required to comply with the General Data Protection Regulation (GDPR). As a company with customers in the EU, OptimoRoute™ extends these standards to cover all Customers,

including those located outside of the EU/EEA area. Therefore, in regard to personal data processing, the following provisions shall apply;

Customer as data controller: The Customer is regarded as a data controller in regard to any Personal Data collected by the Customer (“**Customer’s Personal Data**”). The Parties acknowledge and agree that: (i) OptimoRoute™ may have access to Customer’s Personal Data and will: (a) process the Customer’s Personal Data only for the purpose of providing the Service and possible other services to Customer, and to the extent and for the duration necessary for providing the Service; (b) process it only in accordance with the Terms and Customer’s lawful instructions; and (c) take appropriate technical and organizational measures to prevent unauthorized or unlawful processing, accidental loss, destruction or damage to Customer’s Personal Data; (d) ensure that OptimoRoute™’s personnel authorized to process the Customer’s Personal Data have committed themselves to confidentiality; (e) reasonably and when possible, taking into account the nature and scope of processing, assist Customer in fulfilling Customer’s obligation to respond to requests relating to data subjects’ statutory rights; (f) reasonably and when possible, taking into account the nature and scope of processing, assist Customer in ensuring compliance with Customer’s obligations to perform security and data protection assessments, security incident notifications and/or prior consultations of the competent supervisory authority; (g) shall, within a reasonable time after the termination of the Customer subscription, delete all Customer’s Personal Data from its systems; (ii) For Customers based in the EU or European Economic Area Customer’s Personal Data shall be processed within the EU/EEA area as well as outside of the European Economic Area. In cases where Customer’s Personal Data is processed outside the EU/EEA, OptimoRoute™ shall ensure secure international transfers either via the use of standard model clauses or other appropriate safeguards; and (iii) Customer is the data controller and retains full responsibility for the Customer’s Personal Data processed on its behalf by OptimoRoute™ acting as data processor. Customer shall ensure that Customer is entitled to transfer the relevant Customer’s Personal Data to OptimoRoute™ so that OptimoRoute™ may lawfully use, process and transfer the Customer’s Personal Data in accordance with this Agreement on behalf of Customer. Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by Data Protection Laws.

Customer hereby authorizes OptimoRoute™ to use subcontractors and other processors in the processing of Customer’s Personal Data carried out under this Agreement. More information about the role of Customer as data controller can be found under the Privacy Policy section on Customer as data controller.

OptimoRoute™ as data controller: In addition to processing data on behalf of Customer as a data processor, OptimoRoute™ also processes certain Personal Data for its own purposes as a data controller. More information regarding this processing can be found under the Privacy Policy section on OptimoRoute™ as data controller.

6. Support and Availability of Service

The Service will include remedial maintenance for the software our Service are based upon, including all updates, bug fixes, and upgrades to the software that are implemented by us during the Term (as defined in Section 20 below).

Subject to the terms and conditions of this Agreement, OptimoRoute™ will use commercially reasonable efforts to provide the Service for twenty-four hours a day, seven (7) days a week through the term of this Agreement. You agree that from time to time the Service may be inaccessible or impossible to use for various reasons, including periodic maintenance procedures or upgrades, service malfunctions and causes beyond our control or that are not reasonably foreseeable by us, including the interruption or failure of telecommunications or digital transmission links, hostile network attacks or network congestion or other failures (collectively, “**Downtime**”). OptimoRoute™ will use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the Service in connection with Downtime, whether scheduled or not. OptimoRoute™ will not be responsible for any damages or costs incurred by you, including without limitation, lost profits, if any, that may arise in connection with Downtime.

7. Conduct

You agree to comply with our acceptable use policies in connection with your use of the Service. You understand that all information, data, text, software, graphics, or other materials (“**User Content**”), whether publicly posted or privately transmitted, are the sole responsibility of the person from whom such User Content originated. This means that you, and not OptimoRoute™, are entirely responsible for all User Content that you upload, post, e-mail, transmit, or otherwise make available via the Service. OptimoRoute™ does not control the User Content posted via the Service and, as such, does not guarantee the accuracy, integrity, or quality of such User Content. OptimoRoute™ takes no responsibility for, and shall not in any circumstances be liable in any way for any User Content or harm or damages arising therefrom, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of any User Content posted, e-mailed, transmitted, or otherwise made available via the Service. You agree to not use the Service to:

- (a) upload, post, e-mail, transmit, or otherwise make available any User Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable, or harm minors;
- (b) impersonate any person or entity or falsely state or otherwise misrepresent your identity or affiliation with a person or entity;
- (c) forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Service;
- (d) upload, post, e-mail, transmit, or otherwise make available any User Content that you do not have a right to make available under any law or under contractual or other relationships;
- (e) upload, post, e-mail, transmit, or otherwise make available any User Content that infringes any patent, trademark, trade secret, copyright, or other property rights of any party;
- (f) upload, post, e-mail, transmit, or otherwise make available any unsolicited or unauthorized advertising, promotional materials, “junk mail,” “spam,” or any other form of solicitation;

- (g) upload, post, e-mail, transmit, or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment;
- (h) disrupt the normal flow of dialogue, or otherwise act in a manner that negatively affects other users' ability to engage in discussions or exchanges;
- (i) interfere with or disrupt the Service or servers or networks connected to the Service, or disobey any requirements, procedures, policies, or regulations of networks connected to the Service;
- (j) intentionally or unintentionally violate any applicable local, state, national, or international law;
- (k) "stalk" or otherwise harass another; and/or
- (l) collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the paragraphs above.

You acknowledge that OptimoRoute™ has the right, but not the obligation, to pre-screen or monitor User Content, and that OptimoRoute™ and its designees may in their sole discretion, refuse, move, or take down, remove or discard any User Content that is available via the Service and which in OptimoRoute™'s opinion violates the terms of this Agreement. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content. You acknowledge, consent, and agree that OptimoRoute™ may access, preserve, and disclose your account information and User Content if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to:

- (1) comply with legal process;
- (2) enforce the terms of this Agreement;
- (3) respond to claims that any User Content violates the rights of third parties;
- (4) respond to your requests for subscriber service;
- (5) protect the rights, property, interests, or personal safety of OptimoRoute™, its users, and the public; and/or
- (6) prevent crime, or report a crime that has already been committed.

8. Restrictions on Use

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) create Internet "links" to the Service or "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) circumvent or attempt to circumvent any usage control features of the Service; (v) probe, scan or test the vulnerability of the Service; or (vi) disrupt other users of the Service or use the Service for phishing or spamming; or (vii) reverse engineer or access the Service in order

to (a) build a competitive product or service, (b) build a product or service using similar ideas, features, functions or graphics represented by or incorporated in the Service, or (c) copy any ideas, features, functions or graphics represented by or incorporated in the Service.

9. Notifying Us of Unauthorized Use

You will notify us immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

10. Intellectual Property Rights

Any intellectual property rights on a worldwide basis, including, without limitation, patentable inventions (whether or not applied for), patents, patent rights, copyrights, work of authorship, moral rights, database rights, trademarks, service marks, trade names, trade dress, trade secrets and all applications and registrations of all of the foregoing resulting from, or relating to, the performance of the Service that are conceived, developed, discovered or reduced to practice by OptimoRoute™ (“**Intellectual Property Rights**”), shall be the exclusive property of OptimoRoute™. Specifically, OptimoRoute™ shall exclusively own all rights, title and interest (including, without limitation, all Intellectual Property Rights throughout the world) in and to the Service and any and all inventions, works of authorship, layouts, know-how, ideas or information discovered, developed, made, conceived or reduced to practice, by OptimoRoute™, in the course of the performance of the Service. Notwithstanding any provision to the contrary in this Section 10, the provisions of this Section 10 do not apply to the Personal Data.

11. Use of Your Information

Your information is used by OptimoRoute™ for the following purposes:

- To deliver functionality and improve the OptimoRoute™ site and/or the Service;
- To fulfill your requests for assistance with, or information about, the OptimoRoute™ site and/or the Service;
- To conduct research about your use of the Site and/or the Service and their functionality;
- To offer other OptimoRoute™ services, products, features or functionality that may be of interest to you; and
- To integrate services, products or features from OptimoRoute™’s business partners and service providers that we believe will enhance your experience and the functionality and reach of our Service. If we enter into any future arrangements with business partners or other service providers that require access to your contact information, we will provide notice and an opportunity for you to opt out. In any event, we will require our business partners and service providers to maintain your information in confidence, and not to misuse it.

In addition, when you use the OptimoRoute™ Driver App, we may have access to certain technical information that is made available to us by your mobile device, computer and Internet browsers that are routinely provided by your mobile network, Internet or other network connection service provider. We may associate part or all of this information with your Driver App profile to help us provide you the Service. Although no mobile device or computer system is completely impervious to cyber-attack, we employ industry standard technical, managerial and physical security methods to safeguard your data. For additional information, please consult the

Privacy Policy, which addresses in greater detail the types of information collected by us, and how we maintain the confidentiality of your information.

12. Protection of Children

The OptimoRoute™ Driver App is intended for a general audience but is not directed to the use by minors under the age of thirteen, who may not register without the verifiable consent of a parent or guardian. OptimoRoute™ does not knowingly solicit or maintain any personal information of minors under thirteen years of age, and we will take steps to terminate any unauthorized underage registration of which we become aware.

13. User Content

As between OptimoRoute™ and you, you are deemed to possess all right, title and interest in and to any User Content you submit or make available for inclusion via the Service. To the extent that you have the legal right to do so, however, you agree that by making the User Content available for inclusion via the Service, you agree to allow OptimoRoute™ the right to use and display such User Content, in whole or in part, on the Service.

14. Usage Information

The term “**Usage Information**” shall mean all information collected by us reflecting access and usage of the Site and for our Service, including traffic information and, subject to OptimoRoute™’s privacy policy then in effect, all information directly obtained from an individual visitor accessing the Site. Usage Information does not include User Content as defined above. You agree all Usage Information shall be our exclusive property.

15. Indemnity

You agree to indemnify and hold OptimoRoute™ and its subsidiaries, affiliates, officers, agents, employees, partners, and licensors harmless from any claim or demand, including but not limited to reasonable attorneys’ fees, made by any third party due to or arising out of User Content you submit, post, transmit, or otherwise make available through the Service, your use of the Service, your connection to the Service, any content you create, manage or control in connection with the Service, your violation of the terms of this Agreement, or your use of the Service in violation of any third-party rights.

16. Modifications to the Service

You acknowledge that OptimoRoute™ may establish general practices and limits concerning use of the Service. You further acknowledge that OptimoRoute™ reserves the right to modify these general practices and limits from time to time. OptimoRoute™ reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that OptimoRoute™ shall not be liable to you or to any third party for any modification, suspension, or discontinuance of the Service, in whole or in part.

17. Links

The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because OptimoRoute™ has no control over such sites and resources, you acknowledge and agree that OptimoRoute™ is not responsible for the availability of such

external sites or resources and does not endorse and is not responsible or liable for any third-party content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that OptimoRoute™ shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any third-party content, goods, or services available on or through any such site or resource.

18. Limited Warranty

ALL SERVICES ARE PROVIDED “AS IS”, “AS AVAILABLE”, AND “WITH ALL FAULTS” AND WITHOUT ANY WARRANTY. CUSTOMER UNDERSTANDS AND AGREES THAT OPTIMOROUTE™’S SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” OPTIMOROUTE™, ITS AFFILIATES, AND ITS SUPPLIERS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. OPTIMOROUTE™ MAKES NO WARRANTY OR REPRESENTATION REGARDING ANY INFORMATION, MATERIALS, GOODS OR SERVICES OBTAINED THROUGH OPTIMOROUTE™’S SERVICE REPRESENTATIVES, DRIVER APP OR WEBSITES, OR THAT THE SERVICE WILL MEET ANY OF CUSTOMER’S REQUIREMENTS, OR BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE. USE OF THE SERVICE IS AT CUSTOMER’S SOLE RISK. OPTIMOROUTE™ IS NOT LIABLE FOR ACTS OR OMISSIONS OF OTHER SERVICE PROVIDERS, FOR INFORMATION OR CONTENT OF COMMUNICATIONS, THIRD-PARTY SERVICES, EQUIPMENT FAILURE OR MODIFICATION, OR CAUSES BEYOND OPTIMOROUTE™’S REASONABLE CONTROL.

19. Limitation Of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WHATSOEVER SHALL EITHER OPTIMOROUTE™ OR ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, STOCKHOLDERS, AGENTS, LICENSORS OR REPRESENTATIVES, NOR CUSTOMER OR ITS AFFILIATES, OR THEIR RESPECTIVE EMPLOYEES, OFFICERS, SHAREHOLDERS, AGENTS, LICENSORS OR REPRESENTATIVES, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, INCLUDING BUT NOT LIMITED TO LOSS OF SALES, DATA, PROFIT, REVENUE, GOODWILL, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR UNAUTHORIZED ACCESS TO INFORMATION AND THE LIKE, EVEN IF EITHER PARTY OR AN AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL OPTIMOROUTE™ OR ITS AFFILIATES BE LIABLE TO YOU FOR AN AMOUNT IN EXCESS OF \$100.

20. Term And Termination

Unless earlier terminated by us in the event of your breach of this Agreement, the performance of the Service shall commence on the date on which the person or entity responsible for paying for the subscription to the Service that you use has paid the required fee and shall continue until such subscription is terminated (the “**Term**”).

You may terminate this Agreement at any time by ceasing to use the Service and/or deleting the Driver App from the device on which the Service was used.

21. Effect Of Termination

Other than as required by law, upon termination of the Service in accordance with this Agreement, OptimoRoute™ shall have no further obligation to provide the terminated Service or any other service; provided that, notwithstanding such termination, the sections of this Agreement that have been specifically stated as surviving the termination of the Service or sections which would, by their nature, survive the termination of the Service, shall survive any such termination. Your termination of the obligations under this Agreement as to any Service or upon termination of this Agreement will not relieve you of any liability for breach thereof.

22. Limitations

Should you desire to file any cause of action against us, arising out of or related to the Service, you must do so within one (1) year of the day you become aware of the cause of action. Failure to file a lawsuit within such timeframe will bring about the permanent barring of the cause of action, and will constitute your complete and final waiving of the lawsuit.

23. Export Control

You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

24. Miscellaneous

(a) Force Majeure

For purposes of this Section 24 (a), a “**Force Majeure Event**” means an event beyond the control of OptimoRoute™, which by its nature could not have been foreseen by OptimoRoute™, or, if it could have been foreseen, was unavoidable and includes, without limitation, acts of God, storms, floods, riots, fires, cloud service provider performance failures and/or power outages, power outages, sabotage, civil commotion or civil unrest, interference by civil or military authorities, and acts of war (declared or undeclared). Continued performance of the Service may be suspended immediately to the extent caused by Force Majeure. Without limiting the generality of the foregoing, OptimoRoute™ shall not be liable for failure to fulfill any obligation under this Agreement, so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure.

(b) Entire Agreement

This Agreement (including the Privacy Policy) constitute the entire agreement between the Parties with respect to the subject matter hereof and shall supersede all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof.

(c) No Transfer of Rights

You may not transfer any rights or obligations under this Agreement.

(d) Severability

If any terms or other provision of this Agreement or attachments hereto shall be determined by a court, administrative agency or arbitrator to be invalid, illegal or unenforceable, such invalidity or unenforceability shall not render the entire Agreement invalid. Rather, this Agreement shall be construed as if not containing the particular invalid, illegal or unenforceable provision, and all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereunder are fulfilled to the fullest extent permitted under applicable law.

(e) Amendment and Modification

OptimoRoute™ has the right to amend this Agreement (including the Turn-by-Turn Addendum) from time to time, by notifying Customer of this by email or in the Service. The Customer may not amend this Agreement without our prior written consent. If the Customer does not approve of the amendment to the Agreement, Customer has the right to terminate the Service and this Agreement prior to the effective date of such amendment.

(f) No Waiver; Remedies Cumulative

No failure or delay on the part of either Party hereto in the exercise of any right hereunder shall impair such right or be construed to be a waiver of, or acquiescence in, any breach of any representation, warranty or agreement herein, nor shall any single or partial exercise of any such right preclude other or further exercise thereof or of any other right. All rights and remedies existing under this Agreement are cumulative to, and not exclusive of, any rights or remedies otherwise available.

(g) Interpretation

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. When a reference is made in this to an Article or a Section, such reference shall be to an Article or Section of this Agreement unless otherwise indicated.

(h) Survival of Terms

Termination or expiration of this Agreement for any reason shall not release any party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination or expiration, or (b) remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration.

(i) Independent Contractors

The relationship of OptimoRoute™ and Customer is that of independent contractors, and nothing contained in this Agreement shall be construed to allow either Party to create or assume any obligation on behalf of the other Party for any purpose whatsoever.

(j) Governing Law and Resolution of Disputes

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the laws of the state of Delaware, United States, without regard to conflict of laws principles. You irrevocably agree that the courts of Delaware will have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

(k) Non-Solicitation

Customer agrees that, during the Term and for a period of twelve (12) months thereafter, Customer will not solicit, engage, retain or employ, whether directly or indirectly, for any purpose, any current employee, contractor, owner or agent of OptimoRoute™.

(l) Electronic Notices

YOU AGREE TO THIS LICENSE ELECTRONICALLY. YOU AUTHORIZE US TO PROVIDE YOU ANY INFORMATION AND NOTICES REGARDING THE SERVICE (“NOTICES”) IN ELECTRONIC FORM. WE MAY PROVIDE NOTICES TO YOU (1) VIA E-MAIL IF YOU HAVE PROVIDED US WITH A VALID EMAIL ADDRESS OR (2) BY POSTING THE NOTICE ON A WEBSITE DESIGNATED BY US FOR THIS PURPOSE. The delivery of any Notice is effective when sent or posted by OptimoRoute™ regardless of whether you read the Notice or actually receive the delivery. You can withdraw your consent to receive Notices electronically by discontinuing your use of the Service.

(m) Assignment of Rights.

You may not assign or transfer your rights in and to the Service, without the prior written consent of OptimoRoute™. OptimoRoute™ may assign its rights to a third party at its sole and absolute discretion.

(o) Contact Us

You can contact us at support@optimoroute.com. While our support team are not lawyers and can't provide you with legal advice about this Agreement, it will do its best to address your questions about the Service promptly.

TURN-BY-TURN TERMS OF SERVICE ADDENDUM
(“Turn-By-Turn Service Addendum”)

IF YOU USE A THIRD PARTY’S TURN-BY-TURN NAVIGATION SERVICE, SUCH AS, GOOGLE MAPS, APPLE MAPS OR WAZE, YOUR USE OF SUCH THIRD-PARTY SERVICE IS GOVERNED BY AND SUBJECT TO THE TERMS OF USE OF SUCH THIRD-PARTY SERVICE.

IF YOU USE OUR TURN-BY-TURN SERVICE, THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS APPLY TO YOUR USE OF OUR TURN-BY-TURN SERVICE.

IF YOU DO NOT AGREE WITH THESE TERMS OF USE OF OUR TURN-BY-TURN SERVICE, YOU MUST CEASE USING OUR TURN-BY-TURN SERVICE. YOUR CONTINUED USE OF OUR TURN-BY-TURN SERVICE SHALL SIGNIFY YOUR ACCEPTANCE OF THE TERMS OF SERVICE OF OUR TURN-BY-TURN SERVICE. Please note that, like, the rest of this Agreement, we may change this Turn-by-Turn Service Addendum from time to time, without notice to you, by posting at <https://optimoroute.com/terms-of-service-for-drivers> a new version or a web link to a separate webpage with a new version.

The terms of use in this Turn-by-Turn Addendum are not made in place of any other terms and conditions in the Agreement and they do not supersede or override any other terms or conditions of the Agreement. Any defined terms used herein that are not defined herein have the meanings given to them in the terms and conditions of the Agreement.

Actual Conditions; Assumption of Risk. When you use the Turn-by-Turn Service data, traffic, directions and any other content, you may find that actual conditions differ from the navigation results and other content we provide. The information provided by the Turn-by-Turn Service is not intended to replace the information provided on the road, such as travel direction, time-based restrictions, lane restrictions, road blockades, traffic signs, traffic lights, police instructions and similar. So, exercise your independent judgement and use the Turn-by-Turn Service at your own risk. You are responsible at all times for your actions and their consequences. You agree and acknowledge that you assume full, exclusive and sole responsibility for the use of and reliance on the Turn-by-Turn Service, and you further agree and acknowledge that your use of or reliance on the Turn-by-Turn Service is made entirely at your own risk. You further acknowledge that it is your responsibility to comply with all applicable laws (including traffic laws) while using the Turn-by-Turn Service.

Cautious driving. Always drive vigilantly according to road conditions and in accordance with traffic laws. It is strictly forbidden to non-verbally interact with the Turn-by-Turn Service or use the Turn-by-Turn Service in a non-verbal manner for any purpose other than navigation while driving. Traffic updates or non-verbal reports you want to submit to the Turn-by-Turn Service may only be sent after you have stopped your vehicle in an appropriate location permitted by law. Alternatively, such updates may be sent by a passenger other than the driver, provided it does not interfere with the due course of driving and does not distract the driver's attention to the road.

Location-based Service. Some features of the Turn-by-Turn Service make use of detailed location and route information, for example in the form of GPS signals and other information sent by your mobile device on which the Turn-by-Turn Service's application is installed and activated. These features cannot be provided without utilizing this technology.

Privacy. Please note that we use your location and route information to create a detailed route history of all your journeys made when using the Turn-by-Turn Service. We use this history to offer the Turn-by-Turn Service to you, to improve the quality of the Turn-by-Turn Service it offers to you, to improve the accuracy of its mapping and navigation data, and more as described

in detail in the Privacy Policy. This history is associated with the account and username created to use our Service. This history is retained by us in accordance with the Privacy Policy.

Your age. The Turn-by-Turn Service is intended for use by users who are of the legal age required to hold a driving license in the jurisdiction in which you operate the vehicle in which you intend to use this Turn-by-Turn Service (“**Driving Age**”). To use our Turn-by-Turn Service you must be of Driving Age or older in the jurisdiction in which you intend to operate a vehicle while using this Turn-by-Turn Service. If you are younger than the Driving Age required by the jurisdiction in which you intend to operate the vehicle while using this Service, you may **not** use the Turn-by-Turn Service. Accounts of users under such minimum required legal age will be canceled and deleted by use.

License. We hereby grant you a free of charge, non-exclusive, time-limited, non-transferable, non-sub-licensable, revocable license to use the Turn-by-Turn Service subject to these terms and conditions of this addendum and the rest of the Agreement.

Use. You may use the Turn-by-Turn Service for the commercial purposes of the person or entity that subscribed for the Service and for the intended use of our Service. But, you may not: (i) offer to third parties a service of your own that uses the Turn-by-Turn Service; (ii) resell the Turn-by-Turn Service; (iii) offer to rent or lease the Turn-by-Turn Service; or (iv) offer the Turn-by-Turn Service to the public via communication or integrate it within a service of your own. For clarity, the examples listed are made for illustrative purposes only and do not constitute an exhaustive list of restricted uses for the Turn-by-Turn Service.

You may not copy, print, save or otherwise use data from the Turn-by-Turn Service’s application, website or database. This clause does not limit the use of the Turn-by-Turn Service’s database as intended by our software and for the permitted purposes for which a subscription to use the Turn-by-Turn Service was purchased.

When using the Turn-by-Turn Service may not engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing. You agree that you will not use any robot, spider, scraper or other automated means to access the Turn-by-Turn Service or our Turn-by-Turn Service’s database for any purpose without our express prior written permission.

The Turn-by-Turn Service may not be used in any way that is not expressly permitted by the Agreement, including, without limitation, this Turn-by-Turn Service Addendum.

Furthermore, please be reminded that the Turn-by-Turn Service may not be used in violation of the rules of conduct stated in above Section 7 (Conduct) and restrictions on use stated in above Section 8 (Restrictions on Use) of the Agreement.

You may terminate your use of the Turn-by-Turn Service at any time and for whatever reason. You are not obligated to advise us of such termination. Simply, stop using the Turn-by-Turn Service.

We retain the right to block your access to the Turn-by-Turn Service and discontinue your use of the Turn-by-Turn Service at any time and for any reason we deem appropriate at our sole and absolute discretion.

LIMITATION OF LIABILITY AND WARRANTY

Additional to above Section 18 (Limited Warranty), we disclaim any warranties relating to the accuracy of the maps, content, road conditions, driving directions, or navigation routes presented or displayed in or by the Turn-by-Turn Service. For instance, traffic may be congested in roads depicted by the Turn-by-Turn Service as uncongested; existing roads may be missing from the map; users may submit faulty or inaccurate content or reports. Such errors and omissions are inherent to any similar service.

THE INFORMATION PROVIDED BY THE TURN-BY-TURN SERVICE IS NOT INTENDED TO REPLACE THE INFORMATION PRESENTED ON THE ROAD. IN THE EVENT THAT THE INFORMATION PRESENTED ON THE ROAD (TRAFFIC LIGHTS, TRAFFIC SIGNS, POLICE PERSON, ETC.) INSTRUCTS DIFFERENTLY THAN THE TURN-BY-TURN SERVICE, YOU MUST NOT RELY ON THE TURN-BY-TURN SERVICE.

We make effort to provide you with a high quality and satisfactory service. However, we do not warrant that the Turn-by-Turn Service will operate in an uninterrupted or error-free manner, or that it will always be available or free from all harmful components, or that it is safe, secured from unauthorized access to our computers, immune from damages, free of malfunctions, bugs or failures, including, but not limited to hardware failures, software failures and software communication failures, originating either with us or any of our providers.

ALWAYS DRIVE VIGILANTLY ACCORDING TO ROAD CONDITIONS AND IN ACCORDANCE WITH TRAFFIC LAWS.