

## Safedrive Terms and conditions

The following Terms and conditions ("**T&C**") apply to the purchase and use of SAFEDRIVE (the "**Device**"). The Device is provided by Safedrive AS, org. no. 917 086 885 (the "**Company**"). You as the customer (the "**Customer**") and the Company are collectively referred to as the "**Parties**" and individually as a "**Party**."

### 1. Background and Purpose

The Company sells traffic alarm devices. The Customer has familiarized themselves with the Company's website, SAFEDRIVE.NO, and has agreed to the purchase price of the Device and the agreed monthly license fee. The Parties' rights and obligations beyond what is stated on the Company's website are set out in these T&C. In case of discrepancies between the T&C and the Company's website, the information on the Company's website shall prevail. The Customer has been presented with these T&C when ordering the traffic alert notification license (the "**License**").

### 2. The Device, License and Payment

The Device is described in more detail on the Company's website. The website specifies:

- Cost per Device.
- Cost per month for the License.

The License period is continuous and commences from the purchase of the License. The Customer may terminate their subscription at any time. If the subscription is terminated, the Customer will not be charged for the subsequent month. The Customer cannot demand a refund for already charged amounts. The Customer accepts that the License fee will be charged to their mobile phone bill or debit card, alternatively as an annual invoice for businesses or other payment methods as agreed upon separately.

The Device is intended to alert about dangers and events on the road, including traffic controls (hereinafter referred to as "**Traffic Events**" or "the **Event**").

### 3. The Parties' obligations

#### 3.1. Customer's obligations

The Customer agrees to comply with all laws and regulations for the use of the Device in the relevant country where the Device is used at any given time. The Customer agrees to comply with all laws and regulations for motor vehicle use and other transportation in the respective country where the Device is used at any given time. The Customer must exercise reasonable and prudent conduct in traffic. The Customer shall not endanger fellow road users or others, either directly or indirectly. The Customer agrees to install the Device in the vehicle with a power supply suitable for the Device.

The Customer agrees to use the Device only for private and personal purposes. The Customer shall refrain from offering or entering into agreements with third parties in which the Device and/or the License are included in any way. The Customer agrees not to disclose information about alerts from the Device to the public through any communication or integrate it into a separate service without the prior written consent of the Company.

If the Customer wishes to terminate their monthly subscription, the Customer shall notify the Company.

When ordering the Device and the License, the Customer accepts the Privacy Policy, which provides further information on the Company's processing of personal data, see [safedrive.no/betingelser](https://safedrive.no/betingelser).

The Company's system relies on the Customer's cooperation, through a process known as crowd sourcing. Therefore, the Customer is encouraged to:

1. Report Traffic Events at the time the Customer passes or has just passed the Event with their motor vehicle.
2. Confirm or deny having observed the Event traffic controls when the company's system asks the Customer.
3. Not report false Traffic Events and/or moving emergency vehicles.
4. Not reporting DUI/DWI checkpoints:  
*The Company does not wish for DUI/DWI checkpoints to be reported through the system. Therefore, the Customer is encouraged not to report DUI/DWI checkpoints. If the Customer passes an already reported checkpoint that turns out to be a DUI/DWI checkpoint, the Customer is encouraged to use the option on*

*the Device's screen to notify the Company of this. In this way, we can work together to ensure that DUI/DWI checkpoints are not reported through the system.*

### 3.2. The Company's obligations

The Company is obligated to provide a generally good Device to the Customer within a reasonable time after ordering. The Company is dedicated to ensuring the quality of notifications received from Customers within a reasonable timeframe.

### 4. Consequences of Violating Customer Obligations

By reporting false Traffic Events or movable emergency vehicles, the Customer agrees that the Company may terminate the Customer's subscription for an indefinite or definite period without any right to claim a refund for the purchase of the Device or paid License.

### 5. Disclaimer

The Company strives to provide the best possible road information system, but no system is without errors. Therefore, it is possible that the system does not provide any warning of a Traffic Event. Below are some potential causes:

1. You are the first one at the Traffic Event.
2. There is no data connection or poor GSM/GPS reception in the car/area.
3. False reporting from other customers.

### **The Company is not liable for any direct or indirect losses arising from the Customer's use of the Device.**

Clarification: This disclaimer encompasses all direct and/or indirect losses related to the Device, including material damage to cars and other motorized vehicles, inventory, luggage, and other property, as well as personal injury to drivers, passengers, pedestrians, and others. This list is not exhaustive.

### 6. Processing of Personal Data and Other Information

In connection with the customer's use of the Device, the Company will process various types of data. Some of this data will be considered personal data under the Personal Data Act of 2018 and Regulation (EU) 2016/679 of April 27, 2016 (hereinafter collectively referred to as "Privacy Legislation"), which means that the collection of such data is subject to certain processing rules.

When the Customer uses the Device, the following personal data is processed:

- a) Contact data such as the Customer's name, address, email, and mobile number, which are obtained via the Company's login solution (My Page) or information otherwise provided to the Company in connection with the establishment of the customer relationship.
- b) When the Device is turned on, information about the Device's location is processed. As this information can also indicate the Customer's location, it may be considered personal data. The Customer accepts that the Company may collect and store location data from the Device, including data about the device's speed and direction. This is so that the Device and software can function for their intended purpose and because the Company may need to ensure quality and improve the Device and/or software. Information that is stored will be anonymized. However, for a period of up to 30 days, data that is stored can be linked to the individual device to ensure the possibility of error correction of the Device and/or software. Anonymized location data will then be stored indefinitely to ensure the possibility of maintenance and further development of the Device and software.

Information about the Device's location will not be shared with other third parties. The Company is working on launching new services related to, among other things, roadside assistance. If the Customer requests roadside assistance via the Device from either other users or Falck/Viking, the current location data from the device will be anonymously shared with third parties. The recipient will only have access to location data in WGS84 latitude/longitude format.

- c) When the Customer uses the Device, the Device's location will be used to display relevant information on the Device, depending on where the Device is located at any given time.

These personal data are used to:

- a) Establish a user account on My Page at safedrive.no;
- b) Deliver the service to the Customer;
- c) Provide relevant information related to the service, as well as troubleshooting;
- d) Optimize and further develop the service with new features and capabilities; and

e) Develop new and better solutions for sharing relevant information among the Company's customers, including new services that promote traffic safety.

The basis for the aforementioned processing in items a) to c) is the fulfillment of the agreement. The basis for the processing in items d) to e) is that the Company is deemed to have a legitimate interest in this processing, as the Customer will regularly want the Device to receive better services with new and relevant features, and such processing is considered to be minimally intrusive to the Customer.

The Company processes data as long as the agreement is in effect. Upon termination or other conclusion of the contractual relationship, data is deleted within 30 days.

## **8. Ticket Guarantee**

1. The guarantee only applies to speed checks measured with laser that the Company has not warned about. (does not apply to speed cameras, average measurements, etc.)
2. The guarantee does not apply in case of the driver's license confiscation, unless the confiscation is a direct cause of too many points to the licence.
3. The guarantee only applies to corporate customers who have it included in the agreement. (See the latest invoice to see if it is included)
4. The guarantee only comes into effect when the invoice has been paid.
5. The customer must notify the check immediately after the fine is issued on their device.
6. The speeding ticket must be issued to the person registered as a user of the Safedrive device, or associated with a corporate license.
7. The customer must apply for coverage of the speeding ticket no later than 14 days after it is issued.
8. The guarantee does not apply to drunk driving.
9. The guarantee does not apply if the device was not online when the fine was issued, as well as in the event of documentable technical errors at the Company (e.g., server downtime).
10. The ticket guarantee applies to fines issued in Norway and Sweden.

## **8. Moose Guarantee**

The following terms and conditions apply for the Customer to claim that the Company pays an amount equivalent to the deductible for damage caused by collision with moose, reindeer, roe deer or deer (The "Guarantee"):

1. If the Customer hit a moose, reindeer, roe deer or deer that Company has not warned about, the Company covers the Customer's deductible after any deductions.
2. The Guarantee only applies if the Customer hits a moose, reindeer, roe deer or deer.
3. The Guarantee takes effect when the monthly license and the Device are paid.
4. The Guarantee applies only to Customers paying the standard license fee (minimum NOK 199 per month).
5. The driver of the vehicle involved in the wildlife collision must be a paying Safedrive customer with a paid and active License.
6. The Customer must apply for deductible coverage no later than 30 days after the damage occurs.
7. Deductible coverage requires valid insurance on the vehicle.
8. The Company covers the Customer's deductible after any deductions.
9. The Guarantee is only valid for accident in Norway.

## **9. Speed Limits**

The company aims to deliver new services and products to its customers. Currently, the company is working on developing and launching a service for displaying the current speed limit on the Device. This service will initially only be available in Norway and Sweden. Displaying the speed limit will currently not work on older versions of the Device. The company obtains the current speed limit from the Norwegian Public Roads Administration's publicly available register (Statens Vegvesen i Norway), and from the Swedish Transport Administration's publicly available register (Trafikverket i Sverige). It is emphasized that the Company does not verify the speed limits displayed on the Devices itself. Furthermore, it is emphasized that speed limits can change locally, and therefore the displayed speed limit may also be incorrect for this reason. The company disclaims any responsibility for speed limits that are found to be incorrect.

## **10. Speed display**

The company is working on a service where the current speed and/or average speed are displayed on the Device's screen. Speed display will currently not work on some older versions of the Device. The purpose of speed display is to help customers adhere to speed limits by making them aware of their own speed in relation to the current speed limit at the location. The Device calculates speed using position data, which means that the calculated

speed will differ from the actual speed of the vehicle, depending on available GPS signals, turns, elevation differences, and other factors. The company disclaims any responsibility for any errors in speed display and/or display of average speed.

## 11. Safedrive Reward

The company has launched Safedrive Reward – a rewards program that incentivizes good behavior on the road. Safedrive Reward is activated through "My Page" on safedrive.no. The following terms and competition rules apply to customers who have activated Safedrive Reward:

### 1. General Terms

1. These terms govern participation in the competition where participants share driving data with Safedrive AS (hereafter referred to as "the Company").
2. By participating in the competition, the participant fully accepts these terms.
3. Participation is voluntary and free of charge.
4. Please note that this service is under development and is currently in beta. Participants may experience bugs, incomplete features, or changes to the service without notice.

### 2. Participation

1. The competition is open to all individuals over 18 years of age with a valid driver's license.
2. Participants must be paying Safedrive customers with an active and paid license.
3. Participants must create a user account on "My Page" at safedrive.no and fully activate and accept these terms.
4. The activation of Safedrive Reward applies to all active licenses under the user account.
5. Participants with multiple licenses linked to their user account will have a higher chance of winning, as each license offers the opportunity to accumulate more points, increasing the likelihood of being selected as a winner.

### 3. Collection and Use of Driving Data

1. The Company does not store location or other identifiable information.
2. A driving score is stored and is accessible to both the customer and the Company.
3. Third parties will not have access to the customer's driving score, and all shared data will be anonymized to ensure the customer's privacy.
4. The driving score does not show detailed data on driving behavior but provides an overall assessment in the form of a score.

### 4. Accumulation of Points

1. Participants are awarded points based on their driving score.
2. A week with a green driving score equals 1 point.
3. Points are accumulated weekly and added to the participant's total points. Each active license can earn a maximum of 1 point per week.
4. Accumulated points serve as "tickets" for the monthly and annual prize draws.
5. Upon cancellation of the license, all accumulated points will be permanently deleted, and the customer's data will be anonymized.

### 5. Prize Draws

1. There will be weekly, monthly, and annual draws.
2. Weekly draws: Each week, one winner will be drawn and awarded NOK 10,000.
3. Monthly draws: Each month, one winner will be drawn and awarded NOK 100,000.
4. Annual draw: Once a year, one winner will be drawn and awarded NOK 1,000,000.
5. The Company reserves the right to adjust the prizes at its discretion. Any changes will be communicated to the participants in advance.
6. The prize is awarded to the person who has linked the Unit ID to their user on "My Page" (the Company's login solution).

### 6. Prize Taxation

1. According to Norwegian law, prizes and winnings from competitions are subject to taxation if the prize exceeds a certain value. As of 2024, this amount is set at NOK 10,000.
2. If the prize value exceeds this amount, it is the winner's responsibility to report the prize to the tax authorities and pay any applicable taxes.
3. The Company will, if necessary, issue the required documentation showing the prize and its value so that the winner can fulfill their reporting obligations.
4. Participants are encouraged to consult the tax authorities or a tax advisor for more information about their tax obligations upon receiving prizes and winnings.

### 7. Drawings

1. Drawings are conducted randomly among all qualified participants for the applicable period.

2. The Company reserves the right to verify the eligibility of participants before awarding prizes. This may include, but is not limited to, confirming the following:
  - That the participant is over 18 years of age and holds a valid driver's license.
  - That the participant has properly registered and given the necessary permissions for the collection of driving data.
  - That the participant has complied with the competition's rules and terms.
  - That the data shared meets the specified requirements and has not been manipulated or falsified.
3. Winners will be contacted via the registered contact information. If a winner does not respond within 100 days, the prize will be awarded to a new winner.

#### 8. Privacy and Data Protection

1. The Company is committed to protecting the participants' privacy and will handle all data in accordance with the applicable Terms of Service.

#### 9. Disclaimer

1. The Company is not liable for any losses, damages, or accidents that may occur as a result of participating in the competition.
2. The Company reserves the right to modify or terminate the competition at any time without notice.

#### 10. Dispute Resolution

1. Any disputes arising from these terms or the competition shall be attempted to be resolved amicably.
2. Disputes that cannot be resolved through negotiation shall be resolved in accordance with Norwegian law and by the ordinary courts with Trøndelag District Court as the legal venue.

#### 11. Acceptance of Terms

1. By participating in the competition, the participant confirms that they have read, understood, and accepted these terms.

#### **12. Warning**

It is strictly forbidden to copy, modify, and/or damage data/software on the Device or hardware. The Customer agrees to use the Device only for private and personal purposes. When using the Device and the Company's website, it is strictly prohibited to engage in "scraping," data mining, data harvesting, "screen scraping," data collection, or indexing. The use of automated means to access the Company's website or service database without explicit prior consent is strictly prohibited.

#### **13. Choice of Law and Disputes**

Disputes that cannot be resolved through negotiations shall be resolved through ordinary legal proceedings.

Sist oppdatert | Last updated: 08. April 2025

The English language version is a translation of the original Norwegian language version. In case of discrepancies, the Norwegian language version shall prevail.