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Published on 04/05/2021

ConnecTruck Mobile Application General Terms and Conditions

This ConnecTruck Mobile Application General Terms and Conditions (“**Mobile GTC**”) regulates the rights and obligations of the persons who will use ConnecTruck Mobile Application including Customer (“**User(s)**”).

Definitions:

Vehicle(s): Ford Truck vehicle owned by the Customer subject to the Services within the scope of Mobile GTC via the Module located in the hardware.

ConnecTruck System (System): Whole system consisting of software and hardware allowing the receiving of different data related to the Vehicle and transmitting them to the vehicle manufacturer in order to provide Services to the Customers via a GSM sim card in the Ford Trucks embedded to the Module during the manufacturing.

ConnecTruck “Mobile Application”: Smart phone application developed for smart phones using the operating system/systems stated by Ford Otosan where the Services are provided.

Ford Trucks: Large goods (commercial) vehicles having the Module subject to this Mobile GTC manufactured and provided by Ford Otosan under the “Ford Otosan” brand.

Ford Motor Company: Company established under the Laws of Delaware, USA having its headquarters at The American Road, Dearborn, Michigan 48121, USA.

Ford Otosan: Ford Otomotiv Sanayi Anonim Şirketi, having (www.fordotosan.com.tr) and (fordotosan@fordotosan.hs02.kep.tr) as contact details, registered at İstanbul Trade Registry Office with the registry no. of 73232, having its headquarters at Akpınar Mah. Hasan Basri Cad. No.2 Sancaktepe İstanbul.

Ford Otosan Parties: Ford Otosan, Ford Motor Company, Koç Holding A.Ş., their subsidiaries, their employees and managers.

Service(s): The whole of Services offered by Ford Otosan within the scope determined in ANNEX 1.

Additional Services: Additional services and/or value-added packages, which are not in the scope of Services and may be offered by Ford Otosan in the future.

Affiliates: All legal entities, with relation to anyone at the time of acceptance of this document or a different period after this date, (i) Controlled directly or indirectly by the said entity, (ii) Controlling the said person or (iii) under the common Control with the said person.

Koç Holding A.Ş.: The Company having the business name of Koç Holding Anonim Şirketi (www.koc.com.tr), registered in İstanbul Trade Registry Office with the registry no. of 85714, located in Nakkaştepe, Azizbey Sokak No: 1 Kuzguncuk 34674 Üsküdar/İstanbul.

Control: Having the majority of the rights to vote at the general assembly of any legal entity or having the right to designate or remove the majority of the members of the board of directors or

directly or indirectly administering or having the power to guide management policies of the said entity.

ConnecTruck General Terms and Conditions: The general terms and conditions signed by the Customer for theConnecTruck system in the Vehicles.

Module: The Module and software which provides collection of data and transfer of this data to the servers of Ford Otosan through the GSM sim card and GPS embedded inside, owned by Ford Otosan and installed by Ford Otosan to the Vehicle at the stage of manufacturing of Vehicles.

Customer: The person who signed the ConnecTruck General Terms and Conditions regarding Vehicles.

Provider: Third parties who will provide value-added services.

GPS: Global Positioning System.

ConnecTruck Customer Representative: Person/persons conducting necessary identifications stated by the Customer to Ford Otosan and necessary for the use of the Mobile Application by other third parties and providing approvals in order to activate the Mobile Application (such as link and verification code).

Authorized Dealer: Persons or institutions authorized by Ford Otosan to sell the goods and services of Ford Otosan.

Authorized Service: Persons or institutions authorized by Ford Otosan to provide post-sale service related to the Vehicles.

1. Subject and Scope of MOBILE GTC

The subject of this Mobile GTC is the regulation of the terms and conditions regarding the transfer of certain data collected via built in Module provided by Ford Otosan in the scope of ConnecTruck system located in the Vehicle of the Customer and provision of the Services provided to the Users and the data may be obtained in the scope of Mobile Application.

User accepts, declares and undertakes that it shall accept all kinds of announcements, warnings and declarations, which are and/or may be on the Mobile Application, as an inseparable part of this Mobile GTC and that it accepted these in advance.

2. Usage of Mobile Application

- 2.1. The usage of Mobile Application by the User shall be possible with the authorization of the Customer and/or ConnecTruck Customer Representative (in case it is a different person from the User) given to the User.
- 2.2. In the case that the User is ConnecTruck Customer Representative or Customer, the User is responsible for controlling the authenticity of identity and contact details of the third parties, which it authorized for the usage of Services via the Mobile Application. User, who give the authorization, are exclusively responsible for the damages, which may be caused due to the wrongful authorizations given for the use of Mobile Application.
- 2.3. The User accepts and declares that their smart phone is required to have internet access (mobile data, wireless, etc.) for the Mobile Application to download necessary information and it may be

required to give consent for the processing of its personal data in order to use the Mobile Application, otherwise it knows that it cannot use the Mobile Application properly.

- 2.4. The scope of the services, which will be provided in the scope of the Mobile Application to the User, is counted in **ANNEX 1**. Ford Otosan reserves the right to make updates from time to time in the scope of the Service.
- 2.5. The User accepts and declares that personal data collected via ConnecTruck Mobile Application and ConnecTruck System will be transferred to Ford Otosan and its business partners, which are located outside the EU, in accordance with the Privacy Notice provided to the User, in order to provide services that are in the own interest of the User under this Mobile GTC.

3. Rights and Obligations of the User

- 3.1. User is personally responsible for the security of the username and the password information. In the scope of authorizations granted to third parties by the User, who is also deemed as Customer or ConnecTruck Customer Representative, declares and accepts that each transaction executed by aforementioned persons shall be considered to be executed by themselves and this has the effect of undertaking of performance of third parties, they shall notify Ford Otosan immediately when they are informed of the unauthorized usage of the password or another type of violation of security.
- 3.2. User accepts and declares that it can use the Mobile Application only for the purposes designated in this Mobile GTC ; any usage of Mobile Application in a way that results in unlawful behaviour shall be deemed a severe violation of this Mobile GTC.
- 3.3. User accepts that Ford Otosan has the right to amend this Mobile GTC and other conditions, which are published on the Mobile Application, make additions to these or renew and reorganize the Mobile Application in the scope of the performance of commercial activity, amend the subject, scope and content of these, stop the transmission ex parte and at any time under consideration of the legitimate interests of the User. User accepts that the amendments, which are made by Ford Otosan on the Mobile GTC and other conditions, shall enter into force on the date of publication in the Mobile Application and updated conditions shall be considered to be accepted by User by using Mobile Application, tracking of the aforementioned documents in an orderly manner is its responsibility.
- 3.4. User knows and accepts that for the supply of the Services in the scope of Mobile Application, the personal data of it and the third parties, which it authorized (in the case that the User is Customer or ConnecTruck Customer Representative) to use the Vehicle and/or Mobile Application, will be collected, that the aforementioned information may be processed via communications network in the scope of designated purposes and transferred to the cloud or cloud based applications and stored that it may be shared with including, but not limited to, the Customer, ConnecTruck Customer Representative, User and other Mobile Application users, Ford Otosan Parties, Authorized Service, Authorized Dealer and third parties in accordance with the aforementioned purposes and according to the applicable data protection laws. User shall act compliant to the legal regulations in force related to personal data, which it will have access

in the scope of Mobile Application. User undertakes that it read and accepted the ConnecTruck Mobile Application Privacy Notice with regards to processed personal data and rights.

- 3.5. User accepts that additional data may be collected via Mobile Application regarding Additional Services, which will be provided by Ford Otosan, development of the services and further improvements to the Vehicle experience in accordance to the applicable data protection law.,
- 3.6. Customer accepts and undertakes that in the case that it sells or permanently transfers the Vehicle to a third party, it shall ensure that it terminates the connection of other Users, which are authorized by it or ConnecTruck Customer Representative, in the scope of Mobile Application with the System and the Mobile Application and informs Ford Otosan, otherwise it shall be exclusively liable from the damages and compensate the damages that Ford Otosan may be incurred.
- 3.7. User accepts and declares that Ford Otosan has the right to terminate the Services without prior notice in the case that it has reasonable causes to believe that the Vehicle is operated by a person other than the Customer and without authorization, the possession of it is transferred to the third parties or the System and/or the Mobile Application is operated against the legislation or this Mobile GTC .

4. Intellectual Property Rights

- 4.1. User accepts, declares and undertakes the following provisions regarding intellectual property rights:
 - a. All material and immaterial financial, moral and commercial rights relating to and accruing of systems and software belonging to Ford Otosan, including visuals and designs, writings, logos, algorithms, graphics in the Mobile Application, exclusively belong to Ford Otosan. Ford Otosan grants the User a usage right (non-exclusive license) that is limited for the duration of the Mobile GTC , non-exclusive and non-transferable for the sole purpose of using the Mobile Application. This limited usage right, which is granted to the User, cannot be construed in a way that will limit Ford Otosan to use any of its rights, particularly the right to grant a license to others, without any limitation whatsoever.
 - b. The Mobile Application shall only be used in the scope stated in this Mobile GTC . This right cannot be lent, offered and used for the benefit of third parties (person, organization, institution, company, affiliates etc.) under any circumstances such as renting with or without charge. In this context, it is absolutely prohibited to copy, reproduce and/or use beyond the utilization determined in this Mobile GTC , distribute, process information, content and/or data shared by software, which is used in the scope of Mobile Application by Ford Otosan.
 - c. It is strictly forbidden to take actions that may threaten the security of the Mobile Application and Ford Otosan systems and/or harm the Mobile Application, Ford Otosan and other users; to make any attempt that may block the usage of the Mobile Application and utilization of the Mobile Application by other users; to overload the System or the Mobile Application in a way which results in the same; to access, copy, delete or change

the source codes of the Mobile Application or systems of Ford Otosan in an unauthorized manner or to make tests in this regard; to use software to block the operation of the Mobile Application; to attempt to use such software or to interrupt, disrupt, reverse engineer, organize an attack, occupy, or interfere with the operation of any kind of software, hardware and servers; or to gain access to the Ford Otosan servers.

- d. It is prohibited to compete with Ford Otosan and Mobile Application, to support third parties acting with this purpose with aforementioned methods or other ways.
- e. Any component that is on the Mobile Application shall not be published, publically broadcast and/or linked from or to without the express prior written consent of Ford Otosan in another channel, whether in written, oral and/or electronical form, without limitation in any way with the exception of permitted usages in this Mobile GTC .

5. Limitation of Liability

- 5.1.** Ford Otosan is fully liable for intentional and grossly negligent acts. Ford Otosan shall be liable for ordinary negligence only in the event of damage resulting from injury to life, limb or health and in the event of breach of cardinal obligations, i.e. contractual obligations whose breach jeopardises the purpose of the agreement and on the performance of which the User may rely to a particularly high degree. The liability for cardinal obligations is limited to the compensation of contract-typical damages that were foreseeable when the agreement was concluded. The limitations of liability set forth herein shall also apply in favor of all agents and employees of Ford Otosan. None of the above shall be construed to limit the agency's liability in case of a culpable violation of mandatory legal provisions (e.g. – if applicable under Turkish law – liability as per product safety law) and/or in cases of the absence of a feature individually and specifically guaranteed.
- 5.2.** User accepts that the access to the Mobile Application may be temporarily blocked for the implementation of improvement and other changes in the Mobile Application.
- 5.3.** User accepts, declares and undertakes that Ford Otosan may temporarily suspend or permanently terminate the Mobile Application at any time, make any changes in the Mobile Application, remove the Mobile Application completely, that in the cases of temporary suspense and permanent termination it cannot raise any objection or request.
- 5.4.** User accepts, declares and undertakes that in case the Mobile Application does not work due to any problem which occurs or may occur in the smart phones used by themselves or persons they authorized to access to the Mobile Application, all responsibility shall be belong to themselves and they cannot claim any request and/or complaint to Ford Otosan and Ford Otosan Parties in this subject.
- 5.5.** User accepts, declares and undertakes that they accept the Mobile Application as is and cannot make any request from the Ford Otosan regarding the usage of Mobile Application; that Ford Otosan does not give any promise or undertaking regarding the Mobile Application's quality, to be flawless, to meet the expectations of the Customer or User. Ford Otosan shall not be liable

for any direct or indirect damages, which may arise from entering into Mobile Application or using services in the Mobile Application. The User's rights as per sec. 5.1 remain unaffected. .

- 5.6. User accepts that Mobile Application is offered "as is" and in this context Ford Otosan does not take any responsibility or give any promise regarding the accuracy, completeness, working performance and reliability of these, make any explicit or implicit commitment regarding merchantability, compatibility with a certain purpose or usage, or the lack of infringement in question in the scope of this Mobile GTC and that in any case Ford Otosan shall only be the liable due to the direct damages. Ford Otosan's total liability shall be limited to the three times of the cost collected from the Consumer and User. The User's rights as per sec. 5.1 remain unaffected.
- 5.7. User accepts and declares that the Mobile Application and the access to the contents provided on the Mobile Application and the quality of these mostly depends on the quality of service obtained from the related internet service provider, and that Ford Otosan does not have any responsibility for the problems arising from aforementioned service quality, that the operation of the Mobile Application is not flawless and they know that they may encounter technical failures and access blocks that will not be attributed to Ford Otosan.
- 5.8. User accepts that they know that Ford Otosan does not promise that there will be no virus, worm or other kinds of attacks and unauthorized accesses to the Mobile Application or that there will be no information transfer from or to the Mobile Application that will not attributed to Ford Otosan.
- 5.9. Ford Otosan shall not be held responsible for the fulfillment of their obligations under this Mobile GTC. In the scope of this Mobile GTC, Ford Otosan's total responsibility shall be limited to the three times of the service fee. Ford Otosan shall not be liable for indirect damages in any case. The User's rights as per sec. 5.1 remain unaffected.

6. Termination of Mobile Application Use Temporarily or Permanently

- 6.1. Ford Otosan may cease the User's use of the Mobile Application or terminate this Mobile GTC with valid reason such as in case of User not complying with the provisions in this Mobile GTC and the orders and conditions in the Mobile Application, that the User's operations pose a risk in terms of legal, technical, or information security or it is in the nature of prejudice to the personal and commercial rights of the third parties or without showing any reason. User and/or Customer accept and undertake that they shall not make any request from Ford Otosan for this reason.
- 6.2. Ford Otosan and the User may terminate this Mobile GTC at any time with prior notice of 3 (three) months.
- 6.3. In the event of the termination of the ConnecTruck General Terms and Conditions for any reason, this MobileGTC shall be considered to be terminated by itself, Customer's and other Users' access to the Mobile Application shall be stopped.

7. Governing Law and Resolution of Disputes

The relationships of the Parties are governed by the law of the Republic of Turkey. In the resolution of disputes arising from the application of this Mobile GTC, İstanbul Anatolian Courthouse Courts and Enforcement Offices will be authorized.

8. Miscellaneous Provisions

8.1. In the cases considered as force majeure, Ford Otosan shall not be liable for late or deficient performance or lack of performance for the deeds determined in this Mobile GTC .

8.2. In the case that any provision of this Mobile GTC is declared void or unenforceable by a competent court and/or board, aforementioned provision shall be amended with a valid provision having a purpose parallel to purpose of this Mobile GTC .

8.3. User accepts that Ford Otosan shall have the right to make updates or amendments on ConnecTruck Mobile Application, this Mobile GTC and its annexes, that the latest version of the text shall be published on www.fordtrucks.com.tr/en/connectruck-mobile-application-general-terms-and-conditions

8.4. Ford Otosan's records (including the records kept electronically) shall be accepted as evidence under Article 193 of Civil Procedural Law for the disputes, which may occur in the scope of this Mobile GTC .

8.5. This Mobile GTC has executed in English.

ANNEX:

1. Services (Mobile Application)

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The following services shall be provided via ConnecTruck (Mobile Application):

- Instant display of the Vehicle data determined by Ford Otosan where the right to change, add or remove the data is reserved by Ford Otosan
- Display of the Vehicles on the map by means of map services