

**COYOTE GENERAL CONDITIONS OF SALE APPLICABLE EXCLUSIVELY TO PURCHASES OR USE OF COYOTE
TERMINALS, MOBILE PHONE APPLICATIONS AND SUBSCRIPTIONS TO THE COYOTE SERVICE**

Version dated 5 November 2019

These General Conditions of Sale (hereinafter referred to as "GCS") of the company **COYOTE SYSTEM**, a simplified joint-stock company with capital of EUR 3,412,340.40 identified under number 518 905 476 in the Nanterre Commercial Register with headquarters at 25, quai Gallieni, Suresnes (92150), represented by its Chairman, domiciled in this capacity at said registered (hereinafter referred to as "COYOTE SYSTEM") are applicable to any purchase or use of COYOTE Terminals (defined below), mobile phone applications or subscriptions to the COYOTE Service.

COYOTE SYSTEM reserves the right to change these GCS at any time. These amendments are enforceable from the time they are placed online and may not apply to agreements concluded previously. The most recent version of the GCS is available on the COYOTE Website.

These GCS are governed by French law.

INTRODUCTION

COYOTE SYSTEM develops and markets a subscription-based driver assistance service, the COYOTE Service, accessible through COYOTE Terminals and on-board mobile, connected and geolocation-based COYOTE Apps, which depending on their version make it possible to communicate to its user (a COYOTE Service subscriber) real-time traffic information such as the speed limits in force, hazardous sections of road (in particular, road traffic conditions, accident-prone areas), hazards or, for COYOTE Terminals and COYOTE Apps containing this feature, navigation. Any subscription to the COYOTE Service as well as any use of the COYOTE Terminal or COYOTE Apps implies and entails full and complete adherence to these GCS and the End User Licence Agreement attached to the General Conditions of Use

Preliminary ARTICLE – DEFINITIONS

The terms and expressions below have the following meaning within the scope of these GCS:

"COYOTE App(s)" means the mobile driving assistance applications for mobile telephony equipment, giving access to the COYOTE Service downloadable by the customer via their mobile phone directly on online platforms (market places) for mobile downloads.

"Customer" means any physical person or legal entity that uses the COYOTE Service.

"COYOTE Data" means the data supplied, uploaded and processed by the COYOTE Terminal, namely the position of the vehicle (latitude, longitude, speed, direction) and the information transmitted by COYOTE SYSTEM or by the Customer; COYOTE Data outside of French territory may be different in nature in accordance with the applicable local regulations.

"Crossgrade" means a subscription to a plan with an equivalent level of service but for a different length of time. A subscription to this offer will apply from the next renewal date of the Customer's subscription.

"Customer Equipment" means the technical environment and equipment and accessories of the Customer within which the COYOTE Terminal is intended to be installed and used under the sole responsibility of the Customer. The Customer Equipment includes, in addition to the Customer's vehicle, all on-board equipment, including electronic and computer equipment that may be fitted in said vehicle.

"Downgrade" means a subscription to a plan offering a lower level of service. A subscription to this offer will apply from the next renewal date of the Customer's subscription.

"**Subscription Form**" means the web page accessible on the COYOTE Website allowing the Customer to subscribe to the COYOTE Service according to the Subscription Plans.

"**Subscription Plans**" means the terms and costs of subscription to the COYOTE Service, according to the COYOTE Terminals and set out in Appendix 1.

"**My Account**" means the online space, accessible by the Customer via a dedicated section of the COYOTE Website, allowing the Customer to manage their subscriber account and view their invoices.

"**Coyote Overlay**" means the simplified version of the COYOTE App using the Android operating system and can be displayed simultaneously with other applications.

"**Free Period**" means, when it exists in COYOTE's offer, the period following the first activation of the COYOTE Terminal or the creation of a user account on the COYOTE App during which the Customer may use the COYOTE Service free of charge under the conditions defined in Appendix 1 hereto.

"**COYOTE Service**" means all the services provided by COYOTE SYSTEM with the COYOTE Terminal or with a view to its use or accessible by means of the COYOTE App on a mobile phone, pursuant to these GTS and the End User Licence Agreement ("EULA") attached to the General Conditions of Use.

"**COYOTE Website**" means the website operated by COYOTE SYSTEM and accessible at <https://www.moncoyote.com>.

"**COYOTE Terminal(s)**" means the electronic equipment sold by COYOTE SYSTEM (directly or indirectly) and allowing access to the COYOTE Service (excluding COYOTE Apps) as defined **on the COYOTE Website**. The COYOTE Terminal is a GPS unit that communicates via GSM technology.

"**Upgrade**" means a subscription to a plan offering a higher level of service. The new subscription will start as soon as the higher level offer is subscribed to. Any days that remain up to the next expiration date of the Customer's previous subscription will be refunded on a pro-rata basis.

PART ONE – SUBSCRIPTION TO THE COYOTE SERVICE

ARTICLE 1 – SUBSCRIPTION TO THE COYOTE SERVICE

Any subscription paid upon subscription or renewal is non-refundable for any reason whatsoever, without prejudice to the right of withdrawal which the consumer enjoys.

1.1 Overview of subscriptions to the COYOTE Service

Subscription to the COYOTE Service implies the Customer's choice of one of the Subscription Plans available, described in Appendix 1.

1.2 End of the Free Period

If none of the Subscription Plans are subscribed to or paid for, the COYOTE Terminal will automatically be unusable.

1.3 Territory

The subscription to the COYOTE Service is valid for France. **Driver assistance systems are prohibited in certain countries. The Customer must comply with the legislation in force with regard to this matter and bears sole responsibility for using the device as the law prescribes.**

ARTICLE 2 – DESCRIPTION OF THE COYOTE SERVICE

The COYOTE Service is provided electronically on the COYOTE Terminal or through the COYOTE App. It consists of warnings of permanent or temporary hazards.

2.1 Ancillary services

Depending on the COYOTE Terminal chosen and the type of subscription, certain free additional services are offered.

ARTICLE 3 – RIGHT OF WITHDRAWAL FROM THE COYOTE SERVICE

3.1. Right of withdrawal at the benefit of the Customer using a COYOTE Terminal

For the subscription to the COYOTE Service, after the Free Period when this is available with the COYOTE Terminal, the Customer has a right of withdrawal of 14 (fourteen) days from the date of subscription to the COYOTE Service.

If the Customer wishes the performance of the COYOTE Service to begin before the end of the withdrawal period, they shall expressly request COYOTE SYSTEM to do so, accepting the start of the COYOTE Service.

The Customer may in any case exercise their right of withdrawal, without having to justify this by providing a reason, by sending the form attached in Appendix 2 or an express, unambiguous declaration stating their decision to withdraw from the agreement, to COYOTE SYSTEM, Service Abonnement, 25, quai Gallieni, 92150 Suresnes, against payment of the COYOTE Service provided between the date of activation and the date of communication of the withdrawal decision.

COYOTE SYSTEM shall reimburse any excess received under these conditions pro rata temporis to actual use. COYOTE SYSTEM will pay this refund using the same means of payment as that used by the Customer for the initial transaction, unless the Customer expressly agrees to another means of payment and provided that the refund does not incur costs for the Customer.

For this reason the Customer expressly authorises COYOTE SYSTEM to retain their bank details, the time of exercising the right of withdrawal, and beyond if no withdrawal is declared (cf. Article 13 below). The storage of bank data is secured and performed by a third-party service provider.

3.2. Right of withdrawal at the benefit of the Client who has subscribed to the COYOTE Application

3.2.1. For the application using iOS operating system

Customer who has subscribed to the Coyote App through the Apple Store is invited to contact Apple to exercise its right of withdrawal and the conditions associated therewith.

3.2.2. For the App using the Android operating system

After the free period of 30 (thirty) days, the Customer has a right of withdrawal of 14 (fourteen) days from the subscription of his subscription contract to the COYOTE Service.

If the Customer wishes that the execution of the COYOTE Service begins before the end of the withdrawal period, he expressly requests it to COYOTE SYSTEM, accepting the beginning of the COYOTE Service.

The Customer may exercise his right of withdrawal under the same conditions as those provided for in article 3.1 above

PART TWO – COYOTE TERMINAL AND APP

ARTICLE 4 – COYOTE TERMINAL, COYOTE APP AND ACCOUNT ACTIVATION

4.1 The COYOTE Terminal contains a SIM card, without any assigned telephone number, allowing data transfer between the COYOTE Terminal and COYOTE SYSTEM's computer servers. The SIM card provided to the Customer is the property of COYOTE SYSTEM. The Customer agrees not to copy, sell, transfer, misappropriate, rent, destroy or impair the SIM card throughout the term of the Agreement. At the end of the Agreement, the SIM card will be deactivated by COYOTE SYSTEM.

To use the COYOTE Terminal, the Customer must activate their account with COYOTE SYSTEM and subscribe to a Subscription Plan.

For the "COYOTE NAV" and "COYOTE NAV+" Terminals, maps and geolocation are available as soon as the equipment is switched on (cf. Appendix 1).

For other COYOTE Terminals, **if the subscription is not signed up to or paid for, neither the COYOTE Terminal nor the maps or geolocation can be used beyond the Free Period without subscription (cf. Appendix 1).**

COYOTE SYSTEM informs the Customer by e-mail of the activation of their account and their login details.

COYOTE SYSTEM provides the Customer with a "My Account" area on the COYOTE Website, allowing them to see the status of their subscription and to manage it.

The activation times of the Service are subject to the diligence of mobile telephone operators, for which COYOTE SYSTEM is not responsible.

The Customer must ensure that their Equipment, installation, use and maintenance comply with the vehicle manufacturers' instructions.

4.2 COYOTE App

The COYOTE App is a downloadable application on any mobile online sales platform offering it, independent of COYOTE SYSTEM.

Use of the COYOTE App requires subscription to the COYOTE Service from the Coyote Website or the mobile online sales platform.

When the Customer subscribes to the COYOTE Service from the mobile online sales platform, the conditions defined by the latter are applicable.

Downloading and use of the COYOTE App requires access to and transmission of certain information such as your GPS coordinates, which are necessary to properly provide our service, your SIM card information (presence and card number) and the IMSI. The App also offers the option of using speech recognition and to access your contacts directly from it as well to access your contacts in order to start navigation to your contact; voice and contacts are not stored.

Android may also ask to access the Coyote Overlay (optional).

ARTICLE 5 – RIGHT OF WITHDRAWAL FROM COYOTE TERMINAL AND APP

5.1 COYOTE Terminal. For all purchases of COYOTE Terminals made directly from COYOTE SYSTEM under a distance selling agreement, the Customer has a right of withdrawal of 14 (fourteen) days from the date of receipt of the COYOTE Terminal.

The Customer may exercise their right of withdrawal, without having to justify this by providing a reason, by sending the form attached in Appendix 2 or an express, unambiguous declaration stating their decision to withdraw from the agreement, to COYOTE SYSTEM, Service Abonnement, 25, quai Gallieni, 92150 Suresnes, accompanied where appropriate by the COYOTE Terminal in perfect condition in its original packaging, with all its accessories, instructions and documentation.

The Customer shall bear the return costs.

COYOTE SYSTEM shall reimburse all payments received from the Customer, including, where appropriate, delivery costs without excessive delay and in any case within fourteen days following the day on which it is notified of the Customer's decision to withdraw from the agreement. COYOTE SYSTEM shall pay this refund using the same means of payment as that used by the Customer for the initial transaction, unless the Customer expressly agrees to another means of payment and provided that the refund does not incur costs for the Customer.

For this reason the Customer expressly authorises COYOTE SYSTEM to retain their bank details as well as the time of exercising the right of withdrawal. The storage of bank data is secured and performed by a third-party service provider.

COYOTE SYSTEM shall not reimburse additional costs if the Customer has expressly chosen a delivery method other than the less expensive standard delivery method offered by COYOTE SYSTEM.

COYOTE SYSTEM shall defer the refund until the goods are received, or until the Customer has provided proof of dispatch of the goods, whichever comes first.

The Customer shall return the goods to COYOTE SYSTEM at the above address as soon as possible and at the latest fourteen days following the notification of their decision to withdraw from the Agreement.

5.2 COYOTE App

The right of withdrawal shall be exercised under the conditions set out in Article 3.2 above.

PART THREE – MISCELLANEOUS

ARTICLE 6 – CUSTOMER INFORMATION

The Customer undertakes to provide COYOTE SYSTEM with accurate information (address and bank details) and to inform COYOTE SYSTEM as soon as possible of any change to this information.

In particular, in the case of direct debit, the Customer undertakes to update their bank details or their bank card number before the 20th of the month in question in writing, including all necessary supporting documents (in particular the new bank identity statement) so that COYOTE SYSTEM can update the SEPA direct debit mandate.

FOR ANY SUBSCRIPTION FOR A PERIOD LONGER THAN ONE MONTH, PAID MONTHLY, THE CUSTOMER EXPRESSLY ACCEPTS THAT COYOTE SYSTEM RETAINS THEIR BANK DETAILS TO ENSURE THESE DIRECT DEBITS.

The Customer undertakes to provide COYOTE SYSTEM with their contact details (full name, Customer number) in all correspondence in order to enable their requests to be authenticated and processed. Any incomplete request shall not be processed by COYOTE SYSTEM.

ARTICLE 7 – CUSTOMER'S OBLIGATIONS

7.1 Compliance with requirements

The Customer undertakes to comply with all requirements relating to the configuration and use of the COYOTE Terminal and to refer to its documentation as necessary.

The Customer shall be solely responsible for any incorrect configuration or improper use of the COYOTE Terminal. If necessary, the COYOTE Terminal documentation is available on the COYOTE Website.

7.2 Payment of the subscription

The Customer shall be responsible for the correct payment of the COYOTE Terminal price and their subscription.

The Customer may view their "My Account" area in order to see all new messages and information from COYOTE SYSTEM, and in particular to view COYOTE SYSTEM's monthly invoices for payments by monthly direct debit.

COYOTE SYSTEM reserves the right to change the subscription fee for any new contractual period. COYOTE SYSTEM shall then inform the Customer of the fee increase at least 1 (one) month before the end of the current contractual period. The Customer shall have the option of accepting or refusing the new rate. If they accept it, the new rate will be applicable over the new contractual period. If they refuse, the Agreement shall be terminated at the end of the current contractual period.

In the event of a payment incident, the Customer shall be required to reimburse COYOTE SYSTEM for the amount of bank charges it has had to bear, as well as any late payment interest from the due date of the unpaid invoice.

7.3 Updates

COYOTE SYSTEM may carry out remote updates to the software embedded in the COYOTE Terminal in accordance with the provisions of the End User Licence Agreement in Coyote's General Conditions of Use.

Generally speaking, COYOTE SYSTEM reserves the right, at its sole discretion, to change the technical specifications of the COYOTE Terminal and the COYOTE Service as well as the communication technology used for the COYOTE Service at its own expense.

COYOTE SYSTEM also provides legislative maintenance for the Terminal and the COYOTE Service, consisting in upgrading them to ensure that they comply with regulations and/or the wishes of public authorities.

These changes cannot be invoked as grounds for termination of the COYOTE Service by the Customer.

ARTICLE 8 – COYOTE SYSTEM'S OBLIGATIONS

COYOTE SYSTEM undertakes to ensure the COYOTE Service functions correctly and to take the necessary measures to maintain the continuity and quality of this Service.

It is expressly agreed that the functioning of the COYOTE Service is in particular based on technologies developed and operated by third parties, and that COYOTE SYSTEM has no means of intervening in these operations. COYOTE SYSTEM is therefore not obliged to provide the COYOTE Service in the event of the failure of the GSM or GPS networks, or in the event of force majeure understood in particular to mean strikes, bad weather, wars, embargoes, failures of the electricity network, the internet, satellites or a failure by mobile telephone operators to fulfil their obligations.

Furthermore, the COYOTE Service may be temporarily unavailable upon instruction from or requisition by the authorities.

The Customer states that they are aware that GSM data networks (2G, 3G, 4G, etc.) of mobile telephone operators are continuously under development, that there are also zones in which GPS satellite signals cannot be detected (tunnels, canyon effects in cities and mountain areas), and that it is therefore possible that certain areas of the country may not be covered by these networks and access to the COYOTE Service will be disrupted as a result.

ARTICLE 9 – LIABILITY

COYOTE SYSTEM shall not be held liable if the non-performance or improper performance of the Agreement is attributable to the Customer or to constraints beyond COYOTE SYSTEM's control as set out below.

Furthermore, the Customer declares that they are aware that the operation of the COYOTE Service is based in part on information provided to COYOTE SYSTEM by Customers, as well as by third parties, in particular with regard to the indication of speed limits and other reminders of road traffic regulations. As a result, COYOTE SYSTEM will not be held responsible under any circumstances if the information provided by Customers or third parties is incomplete, out of date or false.

Using the COYOTE Terminal does not under any circumstances exonerate the Customer from the scrupulous observation of road traffic laws. The Customer accepts that the COYOTE Terminal is not a substitute for the observation of road traffic regulations and that COYOTE SYSTEM will not be held liable for any violations committed by the Customer.

COYOTE SYSTEM cannot under any circumstances be held liable for any indirect damage suffered by the Customer when using the COYOTE Service, including operating losses and commercial damage and, more generally, any damage that does not result exclusively and directly from a failure on the part of COYOTE SYSTEM.

In any event, COYOTE SYSTEM's liability under the Agreement shall not exceed the amount paid by the Customer during the last 12 (twelve) months.

ARTICLE 10 – AFTER-SALES SUPPORT

10.1 Customer information service

COYOTE SYSTEM provides the Customer with a telephone hotline accessible on 01 76 49 48 47.

10.2 Online support (technical, after-sales service, performance of the agreement)

COYOTE SYSTEM provides the Customer with a free (excluding any internet connection costs) online support service accessible at <https://www.moncoyote.com/contact-fr.html> or on 01 76 49 48 47.

10.3 Complaints

In case of difficulty, the Customer may contact one of the support service advisers to find an amicable solution.

Any complaint, dispute or request for reimbursement must include supporting documents to be considered valid and taken into account. COYOTE SYSTEM undertakes to respond to any complaint, dispute or request for reimbursement within 30 (thirty) working days from the date of receipt thereof.

ARTICLE 11 – SOFTWARE

The use of the software embedded in the COYOTE Terminal is subject to the Customer's acceptance of the End User Licence Agreement set out in Coyote's General Conditions of Use.

ARTICLE 12 – LEGAL WARRANTY – OPTIONAL WARRANTY EXTENSION

12.1 Legal warranty

The Customer enjoys the legal warranty relating to defects of the item sold under the conditions provided for in Articles 1641 to 1649 and 2232 of the Civil Code, and, when they are the consumer, from the warranty of

conformity mentioned in Articles L.217-4 to 217-13 of the Consumer Code, subject to more favourable local laws (outside France) of the consumer's place of residence.

The legal warranty is not due in the event of breakage, dropping, improper use, oxidation, modification or repair not carried out by the after-sales services designated by COYOTE SYSTEM.

Consumer Code (when the Customer can be considered a consumer):

The seller is obliged to deliver an item in conformity with the agreement and is liable for any lack of conformity existing at the time of delivery.

It shall also be liable for defects in conformity resulting from packaging, assembly instructions or installation where the latter has been placed at its expense by the agreement or has been carried out under its responsibility.

To be in conformity with the agreement, the item must:

1. Be fit for the use usually expected of a similar item and, where applicable:

- correspond to the description given by the seller and possess the qualities that it presented to the buyer in the form of a sample or model;

- have the qualities that a buyer may legitimately expect in view of public statements made by the seller, the producer or its representative, in particular in advertising or labelling;

2. Or have the characteristics defined by mutual agreement between the parties or be suitable for any special use sought by the buyer, brought to the seller's attention and accepted by the latter.

The action resulting from the lack of conformity shall lapse after two years from the delivery of the item.

The Customer has a period of two years from delivery of the item to act and may choose between repair or replacement of the item, subject to the cost conditions provided for in Article L.217-9 of the Consumer Code.

The Customer is exempted from proving the existence of the lack of conformity of the item during the twenty-four months following delivery of the item.

The legal warranty of conformity applies independently of the commercial warranty defined in Article 13.2 below.

The Customer may decide to assert the warranty against hidden defects of the item sold within the meaning of Article 1641 of the Civil Code and that in this case, they may choose between cancellation of the sale or a reduction of the sale price in accordance with Article 1644 of the Civil Code.

Civil Code:

The seller is bound by the warranty in respect of hidden defects of the item sold which make it unfit for the use for which it is intended, or which diminish this use to such an extent that the buyer would not have acquired it, or would have paid only a lower price, if they had been aware of the defects.

The buyer must file the action arising from latent defects within two years of discovering the defect.

12.2 Premium Service: extended warranty for COYOTE Terminals (OPTIONAL)

The Customer may take out an extension of the COYOTE Terminal warranty (Premium Service) beyond the legal warranty, against payment of a fixed price, the amount of which is indicated on the COYOTE Website before order confirmation, under the following conditions.

The Customer may take out such extended warranty when purchasing the Terminal or within 30 days following activation of the COYOTE Terminal provided that their account is not in default at the time of taking out this warranty.

The Premium Service is only valid in metropolitan France.

The warranty takes effect from the date of subscription for a period ending at the end of the fourth year from the date of delivery of the COYOTE Terminal.

The extended warranty is attached to the COYOTE Terminal for which it was taken out or to the COYOTE Terminal that would have been exchanged under the legal warranty or extended warranty.

Once the extended warranty has been taken out, COYOTE SYSTEM undertakes to replace (with an equivalent reconditioned product) the faulty COYOTE Terminal within three working days from the date of receipt of the COYOTE Terminal at the COYOTE SYSTEM repair centre or immediately at Coyote Stores (subject to availability in stock).

The faulty COYOTE Terminal must be returned by the Customer, at their expense, in sufficiently protective packaging, with its SIM card.

This warranty is applicable in the event of failure of the COYOTE Terminal (not caused by a fall or breakage (in particular of the internal USB), oxidation, modification or repair not carried out by the after-sales services designated by COYOTE SYSTEM, or improper use (for example use of a charger other than the one provided)), and as long as the Customer holds a subscription to the COYOTE Service and is up to date with their payments. This warranty is applicable only if it was taken out before the failure occurred.

Pursuant to Article L.217-16 of the Consumer Code, during the course of the commercial warranty which was granted to them at the time of acquisition or repair of a tangible good, when the buyer asks the seller for a refurbishment covered by the warranty, any period of at least seven days in which the goods were unusable shall be added to the remaining period of the warranty. This period runs from the date of the buyer's request for action or the making available for repair of the good in question, if this making available is subsequent to the request for action.

12.3 Repairs beyond the warranty period

Beyond the legal warranty and if no extended warranty as set out in Article 12.2 has been taken out, any repair of a COYOTE Terminal will be the subject of a preliminary estimate by COYOTE SYSTEM according to the fixed prices defined by COYOTE SYSTEM in force on the day of the Customer's request.

12.4 Availability of spare parts required to use the Terminal

According to the information issued by the manufacturer or importer of the COYOTE SYSTEM Terminal, spare parts essential to the use of the Terminal will be available for two years following the sale to the Customer, unless distribution of the Terminal is ceased. If spare parts are not available during the warranty period, the Terminal will be replaced free of charge after return of the Terminal by the Customer to COYOTE SYSTEM or its service provider designated by COYOTE SYSTEM, and after a lack of conformity is found.

ARTICLE 13 – DATA PROTECTION

COYOTE SYSTEM undertakes to protect the Customer's personal data.

The Customer is informed that, for the purposes of the COYOTE Service, COYOTE SYSTEM collects and processes the geolocation data of the Customer's vehicle (latitude, longitude, speed, direction, COYOTE Terminal identifier). COYOTE SYSTEM only has access to the last known position of the Customer's vehicle. Previous geolocation data are anonymously integrated by COYOTE SYSTEM into a database operated by COYOTE SYSTEM. COYOTE SYSTEM never communicates personal or geolocation data to third parties, unless required by law.

The downloading and functioning of the COYOTE App requires access to and transmission of certain elements such as your SIM card information (presence and card number) and IMSI. The App also offers the option of using

speech recognition and to access your contacts directly from it as well to access your contacts in order to start navigation to your contact; voice and contacts are not stored.

Android may also ask to access the Coyote Overlay (optional).

In accordance with the provisions of Law No. 78-17 of 6 January 1978, known as "Data Protection and Liberties" and Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, known as "GDPR", and subject to the requirement to prove their identity, the Customer has a right to access their data, and may request that the personal data relating to them be rectified, completed, updated, locked or deleted if this data is inaccurate, incomplete, ambiguous or outdated, or if the collection, use, communication or storage of this data is prohibited.

The Customer also has the right to object, for legitimate reasons, to the processing of their personal data. **Such objection will however make performance of the Agreement impossible. In this case, the monthly fees will remain due by the Customer, who will no longer be able to use the COYOTE Service.**

The Customer may exercise these rights by sending a letter together with proof of identity to the following address: COYOTE SYSTEM – Data Protection and Liberties – 25, quai Gallieni – 92150 SURESNES or by sending a request to gdpr@moncoyote.com.

Bank information is kept during the withdrawal period for the purposes of reimbursement in the event of the right being exercised, for direct debits each month and for a period of three months beyond the expiry of the subscription to the COYOTE Service for recovery purposes. The Customer may agree to allow their data to be retained by COYOTE SYSTEM until expiry for the purposes of renewal. The storage of bank data is secured and performed by a third-party service provider.

Coyote reserves the right to share customer contact information with partners for non-commercial purposes to solicit their feedback on its products and services. Moreover, the customer may provide their opinion via the private organisation Verified Reviews. These reviews are posted publicly. To do this, and in order to retain the customer's anonymity, only the first name and the first letter of the surname will be used. All the terms and conditions may be viewed at: http://www.verified-reviews.co.uk/index.php?page=mod_conditions_utilisation

ARTICLE 14 – INTELLECTUAL PROPERTY

COYOTE SYSTEM is the exclusive holder of the intellectual property rights to the COYOTE Terminal and the COYOTE Service. COYOTE SYSTEM is also the sole owner of the COYOTE Data which are automatically generated by the COYOTE Terminal or generated manually by the Customer. "COYOTE SYSTEM" and "COYOTE" are registered trademarks of COYOTE SYSTEM. No provision of these GCS can be interpreted as effecting any kind of transfer of intellectual property rights to these to the Customer. By purchasing a COYOTE Terminal, taking out a Subscription Plan or downloading the COYOTE App, the Customer accepts without reservation the End User Licence Agreement defined in Coyote's General Conditions of Use, including those of third-party maps or voice recognition software.

ARTICLE 15 – ENTRY INTO FORCE AND DURATION OF THE AGREEMENT

These GCS come into force on the day of their acceptance. The duration of the agreement is for a fixed period according to the Subscription Plans proposed in Appendix 1 of these GCS.

ARTICLE 16 – TERMINATION OF THE AGREEMENT

16.1 Termination by the Customer for COYOTE Terminals only

The Customer may terminate the Agreement at any time for one of the following legitimate reasons duly proven:

- moving abroad;

- detention in a penal institution for more than 6 (six) months;
- collective proceedings of the Customer as a legal entity;
- excessive debt of the Customer as an individual;
- death of the subscription holder.

Termination by the Customer must be made by telephone by contacting Customer Services on 01 76 49 48 47 or by registered letter with acknowledgement of receipt sent to COYOTE SYSTEM and accompanied by documentary proof.

In accordance with Article L.224-39 of the Consumer Code, the period of notice of termination by a Customer of a Subscription Plan is ten days from receipt by the supplier of the request for termination, unless specifically requested by the Customer. No monthly direct debit shall be taken from the Customer having chosen this method of payment beyond this period of notice. On the other hand, fees remain due until the end of its term for any Subscription Plan involving a commitment of 12 to 24 months under the following conditions:

- Termination by the Customer before the end of the minimum commitment period: the Customer remains liable for any subscription fees remaining until expiry of this period.
- Termination by the Customer when the duration of your commitment is 12 months: subscription fees up to the end of the 12th month are due in full.
- Termination by the Customer when the duration of your commitment is 24 months: subscription fees up to the end of the 12th month are due in full and for the period between the end of the 12th month and the end of your commitment the amount is one quarter of the sums remaining due.

In the event of loss or theft of the COYOTE Terminal, the Customer must immediately inform COYOTE SYSTEM by registered letter with acknowledgement of receipt accompanied by a copy of the police report. COYOTE SYSTEM will then suspend the Customer's line as soon as possible. In the event that the Customer purchases a new COYOTE Terminal, COYOTE SYSTEM shall, at the Customer's written request, transfer the current paid subscription to the new COYOTE Terminal. This transfer option is not available for the breakage or theft of the device on which the COYOTE App is installed.

The subscription fees remain payable by the Customer to COYOTE SYSTEM until the end of the current contractual period.

COYOTE SYSTEM is not liable for the consequences of an inaccurate declaration or a declaration originating from a third party having stolen the Customer's identity.

16.2 Termination or suspension by COYOTE SYSTEM

If the Customer is in payment default or fails to meet their obligations as set out in these GCS or if the competent authorities request this, COYOTE SYSTEM may terminate or suspend the Agreement immediately and without prior warning.

The balance of subscription fees due until the end of the current contractual period then becomes immediately payable.

ARTICLE 17 – APPLICABLE LAW AND COMPETENT JURISDICTION

The Agreement is governed by French law.

Any dispute relating to the Agreement is subject to the exclusive jurisdiction of the competent court in Paris, with the exception of disputes related to non-commercial entities, for whom the legal regulations on the attribution of jurisdiction apply.

Exclusively in the case of a dispute regarding the performance by COYOTE SYSTEM of its obligations, the Customer may apply to the Mediation and Arbitration Centre for mediation (39, avenue Franklin Roosevelt,

75008 PARIS, tel.: +33 (1) 44 95 11 40, fax: +33 (1) 44 95 11 49, website: <http://www.cmap.fr/>). Mediation will begin in the month following referral and may not last more than two months from this point.

Consumers are informed that they can use the European Online Dispute Resolution (ODR) platform to settle their disputes: www.ec.europa.eu/consumers/odr/.

ARTICLE 18 – LEGAL NOTICES

The Website www.moncoyote.com is published by COYOTE SYSTEM, a simplified joint-stock company with capital of EUR 3,368,528.80, identified by number 518 905 476 in the Nanterre Commercial Register with its registered office at 25, quai Gallieni, Suresnes (92150), 01 45 05 37 42 (EXCLUDING ANY CUSTOMER SERVICE COMPLAINT).

The publishing director is Safety Systems Group.

APPENDIX 1

SUBSCRIPTION PLAN

The prices of the Subscription Plans below are available online at www.moncoyote.com.

I. SUBSCRIPTION PLANS

I.1 COYOTE Terminal

a) Monthly payment:

Subscription for 12 consecutive months.

Monthly subscriptions are renewable at the end of the subscription period for successive periods of 1 (one) month, payable by monthly direct debit or credit card (see conditions for storing bank data on the site www.moncoyote.fr at the time of subscription).

Consumer Code (when the Customer can be considered a consumer):

For service agreements concluded for a fixed period with an automatic renewal clause, the service provider shall inform the consumer in writing, by dedicated personal letter or e-mail, at the earliest three months and at the latest one month before the end of the period authorising the rejection of the renewal, of the possibility of not renewing the agreement they have concluded with an automatic renewal clause. Issued in clear and understandable terms, this information mentions the deadline for non-renewal in a clearly visible box.

Where this information has not been sent to the consumer in accordance with the first paragraph, the consumer may terminate the agreement without charge at any time from the date of renewal. Advances made after the last date of renewal or, in the case of open-ended agreements, after the date of conversion of the initial fixed-term agreement, shall in that case be repaid within thirty days of the date of termination, after deduction of the sums equivalent to performance of the agreement up to that date.

The provisions of this article shall apply without prejudice to those which make certain agreements legally subject to special rules as regards consumer information.

Where the provider has not reimbursed the consumer under the conditions set out in Article [L. 215-1](#) of the Consumer Code, the sums due shall incur interest at the statutory rate.

The provisions of this chapter shall not apply to operators of drinking water and sanitation services. The provisions of this chapter shall also apply to agreements concluded between professionals and non-professionals.

b) Prepaid upon subscription:

Prepaid Subscription Plans are not renewable. The Customer can take out a new subscription by going to the "My Account" page on the COYOTE Website or by contacting COYOTE SYSTEM Customer Service on 01 76 49 48 47.

A prepaid "12 months" plan

Subscription for 12 months, paid in cash upon subscription.

A prepaid "24 months" plan

Subscription for 24 months, paid in cash upon subscription.

I.2 COYOTE App

There are two plans available for a Subscription to the COYOTE App: (i) a monthly subscription to the COYOTE Service paid at the end of each month or (ii) a 12-month subscription to the COYOTE service payable in advance. The subscriptions are tacitly renewed upon their expiration.

Two further plans offering different and more advanced levels of service are available through the Coyote App in the form of (iii) a monthly subscription payable at the end of each month or (iv) a 12-month subscription payable in advance. The subscriptions are tacitly renewed upon their expiration.

Customers may change their plans during the subscription period if they wish to do so: Upgrade (switching to a subscription plan providing a higher level of service as soon as they subscribe to it), Downgrade (switching to a subscription providing a lower level of service as of the next subscription renewal date) or Crossgrade (switch to a plan providing the same level of service but for a different length of time).

I.3 Additional services

Whichever plan is chosen and depending on the compatibility of the COYOTE Terminal or App, the Customer may also subscribe to additional paid services provided by COYOTE SYSTEM.

II. FLEXIBLE COYOTE TOP-UP PLANS

Where a Plan is purchased, the validity period of the Plan is twelve months from the purchase of the Plan. Beyond that, the Plan can no longer be activated. The duration of any activated Plan is counted from the date and time of activation, even if not used.

Any Plan prepaid upon subscription is non-refundable and non-transferable for any reason whatsoever, **without prejudice to the right of withdrawal which the consumer enjoys**. No refund of the purchase price of a FLEXIBLE COYOTE Plan is paid outside of the legal warranty conditions.

Subscribing to the FLEXIBLE COYOTE Service requires the Customer to choose one of the Plans available on [moncoyote.com](#), described on the [moncoyote.com](#) Website or the interactive voice server accessible on 01 76 49 48 47.

The Supplier reserves the right to change the rates of the Plans at any time. Detailed rates are available at [moncoyote.com](#).

III. COYOTE SERVICE SUBSCRIPTION CONDITIONS

The Customer chooses the desired Subscription Plan when completing the Subscription Form.

Once the Subscription Form has been completed, the Customer must validate their subscription, either online or by e-mail, depending on the Subscription Plan chosen.

If validated online, the Customer must provide COYOTE SYSTEM with their bank card number or bank details by digitally signing the SEPA direct debit mandate, duly completed, available on the Coyote Website.

IV. FREE PERIODS

These are free offers for any purchase of a COYOTE Terminal (trial period).

A plan with subscription

For any purchase of a COYOTE Terminal, the Customer has free access to the COYOTE Service for one month from the first time the Terminal is switched on.

A FLEXIBLE COYOTE top-up plan

For any purchase of a COYOTE Terminal, the Customer has free access to the COYOTE Service for 24 hours from the first time the unit is activated.

The COYOTE App

Subscription to the App may start with a free trial of 30 days (hereinafter the "30-days free trial"), to allow new members to try the COYOTE App. This 30-days free trial can only benefit to the Customer whose payment method (hereinafter the "Payment Method") has been validated by the platform running its COYOTE App (Google Play Store or Apple Store). The Customer can only benefit from one 30-days free trial.

The 30-days free trial starts from the validation of the Customer's Payment Method. A pre-authorization of payment of the monthly subscription will be made on said Payment Method, but the billing of the monthly subscription will only intervene at the end of the 30-days free trial, unless the Customer terminates his subscription. The cancellation of the subscription may occur no later than 5 days before the end of the free period for the App using the Android operating system, and no later than 24 hours before the end of the 30-days free trial for the App using the iOS operating system.

If the Customer does not provide his Payment Method, the Customer benefits from a 7 days trial period (hereinafter the "7-days trial period"). If during the 7-days trial period, the Customer provides his Payment Method, any remaining day of said trial will be lost by the Customer, who will start a 30-days free trial.

At the end of the 7-days trial period, a subscription to the COYOTE App is required to benefit from the COYOTE Service.

If the Customer does not subscribe to the COYOTE Service, they will only benefit from navigation and the current speed of their vehicle on their COYOTE App.

For the App using iOS' operating system

The Customer subscribing through the Apple Store platform, must enter a valid Payment Method (hereinafter the "Payment Method"), which may be updated by the Customer directly on his iTunes account.

Providing a Payment Method bears authorization by the Customer to charge said Payment Method, for the payment of his monthly subscription fees to the COYOTE App.

Subscriptions are renewed monthly and automatically. The first billing will occur automatically at the end of the 30-days free trial, unless the 30-days free trial is terminated by the Customer, no later than 24 hours before the end of the 30-days free trial. The Customer may cancel his subscription directly from his iTunes account. The termination will be effective at the end of the free period of 30 days.

For the App using Android's operating system

On its first connection to the App, the Customer subscribing to the App through COYOTE website or Google Play Store will be asked to enter a valid payment method (hereinafter the "Payment Method"), which may be updated by the Customer directly on his account.

Providing a Payment Method bears authorization by the Customer for COYOTE SYSTEM to charge said Payment Method, for the payment of his monthly subscription fees.

Subscriptions are renewed monthly and automatically. The first billing will occur automatically at the end of the 30-days free trial, unless the 30-days free trial is terminated by the Customer, no later than 5 days before the end of the 30-days free trial. The Customer may cancel his subscription from his customer account. The termination will be effective at the end of the 30 days free trial.

The 30-days free trial starts from the validation of the Customer's Payment Method. A pre-authorization of payment of the monthly subscription will be made on said Payment Method, but the billing of the monthly subscription will only intervene at the end of the 30-days free trial, unless the Customer terminates his subscription. The cancellation of the subscription may occur no later than 5 days before the end of the free period for the App using the Android operating system, and no later than 24 hours before the end of the 30-days free trial for the App using the iOS operating system.

APPENDIX 2

WITHDRAWAL FORM

NOTE:

If the Customer does not complete the withdrawal form on COYOTE's Website, www.moncoyote.com, in the "Your Account" area, the Customer must send it by RECOMMENDED LETTER WITH NOTICE OF RECEIPT, to the following address:

FAO Service Client – Rétractation, **COYOTE SYSTEM**, 25, quai Gallieni, Suresnes (92150):

- I/We (*) hereby notify you of my/our (*) withdrawal from the agreement for the sale of the good (*)/for the service (*) below
 - Ordered on (*) / received on (*)
 - Name of consumer(s)
 - Address of consumer(s)
 - Signature of consumer(s) (only if this form is delivered on paper)
 - Date
- (*) Delete as applicable

ANNEX 3 – SPECIAL TERMS AND CONDITIONS OF SALE APPLICABLE TO THE COYOTE APP

These Special Terms and Conditions of Sale applicable to the Coyote App (hereinafter the "Special Terms and Conditions") form an integral part of the COYOTE General Terms and Condition of Sale (hereinafter "General Terms and Conditions of Sale") to which they are annexed.

The Coyote App can only be used on mobile phones running on iOS 11 and Android 5 or later.

PRELIMINARY ARTICLE – DEFINITIONS

The terms used hereinafter are in addition to those set out in the preliminary article of the COYOTE General Terms and Conditions of Sale and shall have the following meanings in these Special Terms and Conditions:

"COYOTE App": The option available to COYOTE Customers who have a COYOTE Terminal and have subscribed to one of the subscription packages set out in Annex 1 of the COYOTE General Terms and Conditions of Sale. This option enables Customers to benefit from a different and superior service level package, set out in Annex 1 of the General Terms and Conditions of Sale.

ARTICLE 1 – CONDITIONS FOR SUBSCRIPTION TO THE COYOTE APP

1.1. Subscription to the COYOTE App

Subscription to the COYOTE App assumes prior or simultaneous subscription to one of the subscription packages available for COYOTE Terminals, as set out in Article I.1 of the COYOTE General Terms and Conditions of Sale (Annex 1).

Subscription to the COYOTE App may only be made on the COYOTE website, through Customer Service or in a COYOTE shop. Subscription is not possible using the Google Play Store and Apple Store platforms.

1.2. Territory

The COYOTE App is available on the Territory as defined in the preliminary article of the General Terms and Conditions of Sale.

ARTICLE 2 – TERMINATION OF THE COYOTE APP

Subscription to the COYOTE App does not mean that any existing subscription packages linked to the COYOTE App, nor those subscribed to via the Apple Store or Google Play Store platforms or the COYOTE website, are terminated automatically. It is the Customer's responsibility to terminate such subscriptions under the conditions as set out in Article IV of the COYOTE General Terms and Conditions of Sale (Annex 1).

Subscription to the COYOTE App is tacitly renewed each month, unless it is cancelled by the Customer at the latest five days before the end of the month in question. If cancelled during a month, the Customer shall continue to benefit from their subscription until it expires.

The Customer may terminate their subscription to the COYOTE App at any time without this having any effect whatsoever on the COYOTE Service linked to the Terminal. Termination must be made using the COYOTE Customer Area, through Customer Service or in a COYOTE shop.

The Customer may subscribe to the COYOTE App again at any time.

Subscription to the COYOTE App shall be terminated automatically once an active subscription on a COYOTE Terminal expires and in the event that the Customer fails to renew their subscription.

ARTICLE 3 – PAYMENT FOR SUBSCRIPTION TO THE COYOTE APP

Invoicing for the COYOTE App shall take place on a monthly basis and separately to invoicing for the subscription to the COYOTE Service. The Customer shall be responsible for the correct payment of the subscription to the COYOTE App.

Banking data is kept during the withdrawal period for the purposes of issuing a refund if the right of withdrawal is exercised, for direct debits each month and for a period of three months after expiry of the subscription to the COYOTE Service for the purposes of recovery. The Customer consents to their data being retained by COYOTE SYSTEM until expiry for the purposes of renewal. Banking data is stored securely by a third-party service provider.

ARTICLE 4 – RIGHT OF WITHDRAWAL

The Customer benefits from a withdrawal period of fourteen (14) days. This right may be exercised under the conditions as set out in Article 3.1 of the General Terms and Conditions of Sale.

ARTICLE 5 – MISCELLANEOUS

These Special Terms and Conditions form an integral part of the COYOTE General Terms and Conditions of Sale.