**Volvo Connect - Terms of use**

**1. Background**

1.1 Volvo do Brasil Veículos is providing Volvo Connect, a web platform through which vehicle owners and authorized individuals can access service-related information about their vehicles ("Volvo Connect"). Volvo Connect is provided in accordance with these terms of use (the "Terms").

1.2 These Terms govern the relationship between you or the company you represent (the "Customer" or "you") and Volvo do Brasil Veículos, a company of the Volvo Group ("Volvo" or "we"). Access to and use of Volvo Connect are governed by these Terms. Please read the Terms carefully before proceeding with your access and use of Volvo Connect.

1.3 Volvo reserves the right to change the Terms at any time. Any new version of the Terms will be published on the Volvo Connect website, with or without prior notice, and it is your responsibility to regularly check for updates and changes to the Terms. Your continued use of Volvo Connect after the publication of a new version of these Terms will signify that you accept the changes and agree to the modifications.

1.4 By accessing and using Volvo Connect, you confirm that you have reviewed the Terms and agree to be bound by them. If you do not agree to them, you may not use Volvo Connect and the services provided in connection with the platform.

1.5 Volvo Connect is a platform through which you can access and use services and tools relevant to your vehicle or fleet of vehicles (the "Services"). You may register and, thus, access information about the vehicles registered in your Volvo Connect user account. You are only permitted to register vehicles that you own or that are under your legal possession (e.g., vehicles leased by you). If a vehicle, for any reason, is no longer under your legal possession (e.g., the lease agreement expires), you must immediately remove such vehicle from your Volvo Connect user account.

1.6 As stated in your vehicle(s)' warranty booklet and driver's manual(s), you acknowledge that the vehicle is equipped with Information Systems that record information about the vehicle, including how it is being driven, and you hereby authorize such information to be transferred to any country, especially to Sweden, and used by Volvo Group companies, Volvo Dealership Network, or contracted companies, in product development processes, including for continuous improvement, including, but not limited to, fault diagnosis processes, technical assistance, warranty analysis for grant or denial, performance, and detection of potential engine problems, for the provision of services and products, as well as for market intelligence activities.

1.7 Considering that Volvo Connect enables the hiring of specific services, which are the subject of their own contract, you acknowledge that the Service Agreement (e.g., Dynafleet, maintenance plan, etc.), signed by you, is an integral part of the Terms and agree that the terms of this contract apply to any data processing in relation to Volvo Connect.

**2. Volvo Connect and Services**

2.1 The services available through Volvo Connect may be provided by Volvo ("Volvo Services") or independent third parties ("Third-Party Services"). In addition to these Terms, each Service may be subject to separate terms and conditions that the Customer must agree to before being able to access and use such Service.

2.2 Volvo may, at its sole discretion, make new Services available through Volvo Connect and cancel existing Services, without any obligation to provide prior notice.

2.3 Volvo may, at its discretion, make changes to Volvo Connect and Volvo Services. When we make changes that we consider significant, we will notify you. By continuing to use Volvo Connect after these changes, you are expressing and acknowledging your acceptance of the changes. If you do not agree with the changes and these Terms of Use, you may not continue to use Volvo Connect or the applicable Volvo Service.

2.4 For the avoidance of doubt, Volvo is in no way responsible for any independent Third-Party Service that is accessible or made available through Volvo Connect. Third-Party Services are not under Volvo's control, and Volvo is not responsible for and does not endorse the functions or content, including any information or material made available through Third-Party Services.

**3. Your Use of Volvo Connect**

3.1 By creating and using Volvo Connect, you will provide certain data, such as information about yourself, relevant vehicles, and contact information. To provide Volvo Connect, we will use and process the data provided. We will always use your data fairly and worthy of your trust. To provide different functionalities of Volvo Connect, the information provided by you may also be accessed by other users.

3.2 By using Volvo Connect, you agree and authorize Volvo Group companies, your authorized Dealership Network, or contracted companies to contact you for evaluation of services provided or products marketed, customer satisfaction surveys, offer products and services, or for any other purpose.

3.3 By accepting the Terms, you grant Volvo a non-exclusive, royalty-free, transferable license to store, use, reproduce, transfer, and display the information and material you provide to Volvo through the use of Volvo Connect and the Services (including photos and vehicle magazines).

3.4 By using Volvo Connect, you agree to:

(a) if you are a representative of a company, ensure that you have the right and authority to accept these Terms of Use on behalf of the company you represent;

(b) ensure that you have the right to use or own the vehicles about which you provide information;

(c) ensure that the information provided to Volvo is accurate and up-to-date, including, but not limited to, information that may be related to changes in ownership of the vehicles about which you provide information;

(d) follow any written instruction for the use of Volvo Connect provided by Volvo from time to time; and

(e) comply with all applicable laws and regulations when using Volvo Connect.

3.5 By using Volvo Connect, you are responsible for maintaining the confidentiality of your account. You agree to always ensure that your user credentials (such as username and password) are kept confidential and secure to prevent unauthorized third parties from accessing your user credentials or your account. You agree to accept responsibility for all activities that occur under your account or with your password. If your password is lost or stolen, or if you suspect unauthorized use of your account by third parties, please notify us and change your password immediately.

**4. Personal Data**

You are aware that Volvo vehicles are equipped with one or more systems that can collect and store information about the vehicle (the "Information Systems"), including, among others, information related to the condition and performance of the vehicle, information related to the operation of the vehicle, and information about the environment around the vehicle (collectively referred to as "Vehicle Data"). You agree not to interfere in any way with the operation of the Information System.

When operating the vehicle: (i) be aware that personal information related to the respective operation may be collected, stored, used, shared, or otherwise processed by Volvo; and (ii) be familiar with Volvo's applicable privacy notice (available at https://www.volvogroup.com/br/privacy.html).

In the event that you are the owner of the vehicle, you must ensure that any driver or any other individual authorized by you to operate the vehicle is aware of the conditions cited in this document.

By using Volvo Connect, you commit to comply with applicable data protection laws, including, among others, any obligations related to the proper legal framework for the processing of personal data as well as providing information to data subjects under the General Data Protection Law.

You are aware that the Digital Channels provide means to make corrections, deletions, or blocks of Personal Data that you enter on the platform and undertake to make every effort to use these Digital Channels for the ongoing maintenance of processed data.

Notwithstanding any termination or expiration of these Terms, you acknowledge and agree that the Volvo Group may: (i) access the Information Systems at any time (including remote access); (ii) collect Vehicle Data; (iii) store Vehicle Data in Volvo Group systems; (iv) use Vehicle Data to provide you with services, as well as for Volvo's own internal business purposes and other reasonable commercial purposes, including for market intelligence analysis; and (v) share Vehicle Data within the Volvo Group and with third parties; (vi) carry out activities in the legitimate interest of the Volvo Group.

By providing Volvo Connect, we may process your personal data and Volvo is responsible for processing as the data controller. We respect your privacy and are committed to protecting your personal data. You can find additional information about the processing of your personal data at <https://www.volvogroup.com/br/privacy.html>.

**5. Intellectual Property Rights**

Volvo owns and/or is the authorized user of all design, text, content, information, selection and arrangement of elements, organization, graphics, design, compilation, and other matters related to Volvo Connect and Volvo Services ("Intellectual Property Rights"). Your use of Volvo Connect does not grant you a license to the Intellectual Property Rights. Nothing contained in Volvo Connect shall be construed as granting any license or right to use any intellectual property rights without the written permission of Volvo or the rights holder of third parties.

**6. No warranties**

6.1 Volvo Connect is provided "as is" and "as available." No statement or warranty, express or implied, is made regarding any aspect of Volvo Connect, including, but not limited to, (i) implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, or (ii) accuracy, availability, and accessibility of Volvo Connect. Additionally, Volvo does not assert or guarantee that Volvo Connect is free from errors, viruses, and other harmful materials, nor that Volvo Connect will operate without interruption.

6.2 Volvo makes no statements regarding the accuracy of the data displayed on Volvo Connect or the Services.

6.3 Volvo Connect relies on an Internet connection. Given the nature of the Internet, uninterrupted connection and its speed cannot be guaranteed, and the feature may occasionally be unavailable due to loss of Internet connection.

**7. Indemnification and Limitation of Liability**

7.1 If you use the Volvo Connect or Services in a manner that is incorrect, inappropriate, and/or contrary to any Brazilian legislation, including legislation on personal data protection, you agree to indemnify and hold Volvo, its executives, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, and affiliates harmless from any demands, damages, losses, liabilities, claims, or expenses (including attorney's fees) against Volvo for your incorrect or inappropriate use of Volvo Connect or Services in violation of these Terms.

7.2 To the maximum extent permitted by law and unless otherwise expressly provided in these Terms or the specific terms of any Volvo Service accessible and provided through Volvo Connect, Volvo shall not be liable for any damages or losses of any kind caused in connection with your use of Volvo Connect or Services, regardless of how it was caused and whether such damage or loss was foreseeable or not.

7.3 The limitation of liability in Clause 7.2 includes, but is not limited to, liability for any special, indirect, incidental, or consequential damages of any kind, regardless of how they were caused, including, but not limited to, loss of profits, loss of reputation or clientele, loss of production, loss of business or business opportunities, loss of revenue or anticipated savings, or loss or corruption of data or information.

**8. Miscellaneous**

8.1 You may not assign or transfer any part of your rights or obligations under these Terms without the prior written consent of Volvo.

8.2 Volvo may assign and/or transfer all of its rights and obligations under these Terms.

8.3 In the event of any conflict between these Terms and any terms of use relating to a specific Volvo Service, the terms of use of the specific Volvo Service shall prevail.

8.4 If any part of these Terms is deemed invalid or unenforceable under applicable law, including but not limited to the limitation of liability provision above, the invalid or unenforceable provision shall be deemed replaced by a valid and enforceable provision that best matches the formulations and the spirit of the original provision. The remaining Terms shall remain in full force and effect.

**9. Term and Termination**

9.1 These Terms apply between the Customer and Volvo until terminated by either party, notifying the other party accordingly, emphasizing that the specific contracts entered into between Volvo and you have their own validity periods and termination conditions, which must be respected.

9.2 In particular, Volvo may terminate these Terms at any time and with immediate effect in case of actual or suspected unauthorized use of Volvo Connect or failure to comply with Clause 1.5, Clause 3, or Clause 5 of these Terms.

9.3 If Volvo terminates these Terms in accordance with Clauses 9.1 or 9.2, you agree that Volvo shall have no liability or obligation to you to the maximum extent permitted by applicable law.

**10. Governing Law and Disputes**

These Terms shall be governed and construed in accordance with Brazilian law, with the jurisdiction of Curitiba-PR elected to settle any disputes not previously resolved amicably by the involved parties.