# Terms of Service ['Service Agreement']

Overview

Effective from 1 May 2025

Our mission

At CarAlert, our mission is to seamlessly connect drivers while prioritizing privacy, efficiency, and service quality. We aim to transform the way car owners communicate by providing a secure and user-friendly platform that fosters real-time interaction, accountability, and a stronger sense of community on the road. Through smart, respectful, and private communication, we strive to make every driving experience more informed, cooperative, and connected

## What Products do these Terms cover?

#### 1. The services we provide

To help advance our mission, we provide the Products and services described below to you:

1. Help you stay connected with your vehicle and surroundings

We provide a platform that lets you receive alerts about your car in real time. Whether someone needs you to move your vehicle or notify you of an issue, CarAlert helps you stay aware and responsive. We use your car ID to enable quick, anonymous communication between drivers nearby.

1.2 Empower you to communicate quickly with drivers nearby

For example, you can search for a car by its plate number and send a quick, predefined alert to its owner — like asking them to move their car. We enable simple, anonymous communication between drivers to solve real-world parking and vehicle-related issues.

1.3 Help you stay aware and informed about your vehicle

We notify you if someone nearby sends an alert to your registered car ID. These alerts help you stay informed about your vehicle's impact on others — such as blocking, lights left on, or emergency situations.

1.4 Research ways to make our services better:

We engage in research to develop, test and improve our Products. This includes analysing data that we have about our users, and understanding how people use our Products. Our <u>Privacy Policy</u> explains how we use data to support this research for the purposes of developing and improving our services.

2. Your commitments to CarAlert and our community

We provide these services to you and others to help advance our mission. In exchange, we need you to make the following commitments:

## 3.1 Who can use CarAlert

#### You must:

- Provide for your account your car plate number (if you own/drive a car).
- Provide accurate information about yourself.
- Only create one account (your own) and use it for personal purposes, unless authorised by CarAlert for example to open an account for the purpose of enhancing other car owners experience.
- Not share your password, give access to your CarAlert account to others or transfer your account to anyone else (without our permission).

You cannot use our platform if:

- You are under 13 years old.
- You are a convicted sex offender.
- We've previously disabled your account for violations of our Terms, the CarAlert <u>Community Standards</u> or other terms and policies that apply to your use of CarAlert. If we disable your account for a violation of our Terms, the <u>Community Standards</u> or other terms and policies, you agree not to create another account

without our permission. Receiving permission to create a new account is provided at our sole discretion, and does not mean or imply that the disciplinary action was wrong or without cause.

You are prohibited from receiving our products, services or software under applicable laws.

#### 3.2 What you can share and do on CarAlert

You cannot express yourself or share content which undermines other's safety and well-being or the integrity of our community. You therefore agree not to engage in the conduct described below (or to facilitate or support others in doing so):

- 1. You may not use our platform and services to do or share anything:
  - That breaches these Terms, the Community Standards and other terms and policies that apply to your use of our Products.
  - That is unlawful, misleading, discriminatory or fraudulent (or assists someone else in using our services in such a way).
  - That you do not own or have the necessary rights to share.
  - That infringes or violates someone else's rights, including their intellectual property rights (such as by infringing another's copyright or trademark, or distributing or selling counterfeit or pirated goods), unless an exception or limitation applies under applicable law.
- 2. You may not upload viruses or malicious code, use the services to send spam or do anything else that could disable, overburden, interfere with or impair the proper working, integrity, operation or appearance of our services, systems or Products.
- 3. You may not access or collect data from our Products using automated means (without our prior permission) or attempt to access data that you do not have permission to access, regardless of whether such automated access or collection is undertaken while logged in to a CarAlert account. We also reserve all of our rights against text and data mining.
- 4. You may not proxy, request or collect Product usernames or passwords, or misappropriate access tokens.
- 5. You may not do, or attempt to do, anything to circumvent, bypass or override any technological measures that CarAlert uses to control or limit access to our Products or data.

We can remove or block content that is in breach of these provisions. We can also suspend or disable your account for conduct that violates these provisions, as provided in Section 4.2.

If we remove or block content that you have shared for violation of the terms of service and/or the <a href="Standards">Community</a>
<a href="Standards">Standards</a>, we'll let you know and explain any options that you have to request another review, unless you seriously or repeatedly violate these Terms or if doing so may expose us or others to legal liability; harm our community of users; compromise or interfere with the integrity or operation of any of our services, systems or Products; where we are restricted due to technical limitations; or where we are prohibited from doing so for legal reasons. For information on account suspension or termination, see Section 4.2 below.

To help support our community, we encourage you to report content that you believe breaches your rights or our terms and policies by sending an email to costumer\_service@caralert.com

We can also remove or block access to content, features, services or information if we determine that doing so is reasonably necessary to avoid or mitigate misuse of our services or adverse legal or regulatory impacts to CarAlert.

# 3.3 The permissions you give us

We need certain permissions from you to provide our services:

## 1. Your content:

You retain ownership of the intellectual property rights (things such as copyright or trademarks) in any such content that you create and share on CarAlert. Nothing in these Terms takes away the rights you have to your own content. You are free to share your content with anyone else, wherever you want. Specifically, when you share, post or upload content that is covered by intellectual property rights on or in connection with our Products, you grant us a non-exclusive, transferable, sub-licensable, royalty-free and worldwide licence to host, use, distribute, modify, run, copy, publicly perform or display, translate and create derivative works of your content. This licence will end when your content is deleted from our systems.

2. Deleting your content: You can delete individual content that you share, post and upload at any time. In addition, all content posted to your personal account will be deleted if you delete your account.

It may take up to 90 days to delete content after we've begun the account deletion process or receives a content deletion request. If you send content to the bin, the deletion process will automatically begin in 30 days unless you choose to delete the content sooner. While the deletion process for such content is being undertaken, the content is no longer visible to other users. After the content has been deleted, it may take us up to another 90 days to remove it from backups and disaster recovery systems.

Content will not be deleted within 90 days of the account deletion or content deletion process beginning in the following situations:

- where your content has been used by others in accordance with this licence and they have not deleted it (in which case this licence will continue to apply until that content has been deleted);
- where deletion within 90 days is not possible due to technical limitations of our systems, in which case, we will complete the deletion as soon as technically feasible; or
- Where immediate deletion would restrict our ability to:
  - investigate or identify illegal activity or breaches of our Terms and Policies (for example, to identify or investigate misuse of our Products or systems);
  - protect the safety, integrity and security of our Products, systems, services, our employees and users, and to defend ourselves;
  - comply with legal obligations for the preservation of evidence, and to comply with any recordkeeping obligations required by law; or
  - comply with a request of a judicial or administrative authority, law enforcement or a government agency;

in which case, the content will be retained for no longer than is necessary for the purposes for which it has been retained.

In each of the above cases, this licence will continue until the content has been fully deleted.

- 4. Permission to use your name, profile picture and information about your actions with ads and sponsored or commercial content: You give us permission to use your name and profile picture and information about actions that you have taken on CarAlert next to or in connection with ads, offers and other sponsored or commercial content that we display across our Products, without any compensation to you.
- 5. Permission to update software that you use or download: If you download or use our software, you give us permission to download and install updates to the software where available.
- 3.4 Limits on using our intellectual property

If you use content covered by intellectual property rights that we have and make available in our Products (for example, images, designs, videos or sounds that we provide, which you add to content that you create or share on CarAlert), we retain all rights to that content (but not yours). You can only use our copyrights or trademarks (the logo and the name CarAlert, or anything similar to them) only with our prior written permission. You must obtain our written permission (or permission under an open-source licence) to modify, translate, create derivative works of, decompile or reverse-engineer our products or their components, or otherwise attempt to extract source code from us, unless an exception or limitation applies under applicable law We reserve all rights not expressly granted to you.

## 4. Additional provisions

## 4.1 Updating our Terms

We work constantly to improve our services and develop new features to make our Products better for you and our community. As a result, we may need to update these Terms from time to time to accurately reflect our services and practices to promote a safe and secure experience on our Products and services, and/or to comply with applicable law.

We will notify you (for example, by email or through our Products) at least 30 days before we make changes to these Terms and give you an opportunity to review them before they go into effect, unless the changes are required by law. Once any updated terms are in effect, you will be bound by them if you continue to access or use our Products.

We hope that you will continue using our Products, but if you do not agree to our updated Terms or wish to terminate your agreement to this contract, you can delete your account at any time and you must also stop accessing or using CarAlert and the other Tech48 Products.

## 4.2 Account suspension or termination

If we determine that you have clearly, seriously or repeatedly breached our Terms or CarAlert Community standards, we may suspend or permanently disable your access to CarAlert, and we may permanently disable or delete your account. We may also disable or delete your account if you repeatedly infringe other people's intellectual property rights or where we are required to do so for legal reasons.

We may disable or delete your account if, after registration, your account is not confirmed, your account is unused and remains inactive for an extended period of time or if we detect that someone may have used it without your permission and we are unable to confirm your ownership of the account.

Where we take such action, we'll let you know and explain any options you have to request a review, unless doing so may expose us or others to legal liability, harm our community of users, compromise or interfere with the integrity or operation of any of our services, systems or Products, where we are restricted due to technical limitations or where we are prohibited from doing so for legal reasons.

If you delete or we disable or delete your account, and you stop accessing CarAlert, or if this contract is otherwise terminated, then these Terms shall terminate as an agreement between you and us, except for the following provisions, which will remain in place: (3, 4.2-4.5).

#### 4.3 Limits on liability

Nothing in these Terms is intended to exclude or limit our liability for death, personal injury or fraudulent misrepresentation caused by our negligence, or to affect your statutory rights.

We will exercise professional diligence in providing our Products and services to you and in keeping a safe, secure and error-free environment. Provided that we have acted with professional diligence, we do not accept responsibility for losses not caused by our breach of these terms or otherwise by our acts; losses that are not reasonably foreseeable by you and us at the time of entering into these terms; and events beyond our reasonable control.

#### 4.4 Disputes

If a claim or dispute arises out of or relates to your use of the CarAlert products and services the Courts of England and Wales will have exclusive jurisdiction. The laws of England governs this Service Agreement.

#### 4.5 Miscellaneous

- 1. Severability: If any portion of these Terms is found to be unenforceable, the unenforceable portion will be deemed amended to the minimum extent necessary to make it enforceable and if it can't be made enforceable, then it will be severed and the remaining portion will remain in full force and effect. If we fail to enforce any of these Terms, it will not be considered a waiver. Any amendment to or waiver of these Terms must be made in writing and signed by us.
- 2. No transfer: You will not transfer any of your rights or obligations under these terms to anyone else without our consent.
- 3. No third-party beneficiaries: These Terms do not confer any third-party beneficiary rights. All of our rights and obligations under these Terms are freely assignable by us in connection with a merger, acquisition or sale of assets, or by operation of law or otherwise.
- 4. User name change: We may need to change the username for your account in certain circumstances (for example, if someone else claims the username and it appears unrelated to the name you use in everyday life).
- Feedback: We always appreciate your feedback and other suggestions about our products and services. But we may use feedback and other suggestions without any restriction or obligation to compensate you, and we are under no obligation to keep them confidential.

#### 5. Other Terms and Policies that will also apply to you

- CarAlert Community Standards: These guidelines outline our standards regarding the content that you post to CarAlert and your activity on CarAlert and other Tech48 Products.
- CarAlert Privacy Policy