



COYOTE GENERAL TERMS AND CONDITIONS OF SALE

Version dated 1 January 2024

These General Terms and 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 and with its registered office at 25, quai Gallieni, Suresnes (92150), represented by its Chairman and domiciled in this capacity at this address (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 changes are enforceable as soon as they are published online and do not apply to agreements previously entered into. 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, which is accessible through COYOTE Terminals, as well as on-board mobile, connected and geolocation-based COYOTE Apps. Depending on the version, these communicate to the user (a COYOTE Service subscriber) real-time traffic information such as the speed limits in force, hazardous sections of road (especially road traffic conditions or accident-prone areas) and hazards, and, for COYOTE Terminals and COYOTE Apps containing this feature, also allow navigation. By subscribing to the COYOTE Service and using the COYOTE Terminal or COYOTE Apps, you are agreeing to be bound by these GCS and the End User Licence Agreement contained in the General Terms and Conditions of Use.

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 providing access to the COYOTE Service which can be downloaded by customers via their mobile phone directly from online platforms (marketplaces) for mobile downloads, with the exception of Windows Phone.

"Contract" refers to the Subscription Plan taken out by the Customer and the associated General Terms and Conditions.

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

"COYOTE Data" means the data provided, uploaded and processed by the COYOTE Terminal, which are the vehicle position (latitude, longitude, speed and direction) and the information transmitted by COYOTE SYSTEM or the Customer; COYOTE Data outside of French territory may be of a different nature, depending on locally applicable regulations.

"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. Customer Equipment includes, in addition to the Customer's vehicle, all on-board equipment, including electronic and computer equipment that may be fitted in this vehicle.

"**IMSI**" or "**International Mobile Subscriber Identifier**" means the unique number that identifies the Customer's mobile phone SIM card to his mobile network operator.

"**Subscription Form**" means the web page accessible on the COYOTE Website which allows the Customer to subscribe to the COYOTE Service using the Subscription Plans.

"**Subscription Plans**" means the terms & conditions and costs associated with subscription to the COYOTE Service, depending on the COYOTE Terminals and set out in Appendix 1.

"**My Account**" means the online area the Customer can access via a dedicated section of the COYOTE Website and which allows the Customer to manage their subscriber account and view their billing, in particular.

"**COYOTE Overlay**" means the simplified version of the Coyote App using the Android operating system which may be displayed at the same time as other applications.

"**Free Period**" means, in the context of COYOTE's offering, 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 subject to the conditions defined in Appendix 1 of this document.

"**Products**" means all products other than COYOTE branded products which are distributed within the network of COYOTE points of sale.

"**COYOTE Service**" means all services provided by COYOTE SYSTEM with the COYOTE Terminal or with a view to its use, or which are accessible by means of the COYOTE App on a mobile phone under these GCS and in accordance with the End User Licence Agreement ("EULA") attached to the General Terms and 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 the COYOTE App) as defined on the COYOTE Website. The COYOTE Terminal is a GPS unit that communicates via GSM technology.

PART 1 – COYOTE SERVICE AND TERMINALS

ARTICLE 1 – SUBSCRIPTION TO THE COYOTE SERVICE

Any subscription paid when taken out or renewed is non-refundable for any reason whatsoever, without prejudice to the cooling-off period which the consumer enjoys.

1.1 Overview of subscriptions to the COYOTE Service

Subscription to the COYOTE Service implies that the Customer chooses 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 become unusable.

1.3 Territory

Subscriptions to the COYOTE Service are valid in France. **Driver Assistance Systems are prohibited in some 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 COYOTE SERVICES

The COYOTE Service is provided electronically on the COYOTE Terminal or through the COYOTE App. It consists of alerts to permanent or temporary hazards and, in addition, the Customer will have access to his driving and service usage data and his participation data from a single interface, allowing him to know the actual use of his vehicle, his driving performance and to adapt his behaviour on the road.

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

ARTICLE 3 – COYOTE TERMINAL, COYOTE APP AND ACCOUNT ACTIVATION

3.1 The COYOTE Terminal contains a SIM card without any assigned telephone number which allows data to be transferred 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 enter into a Subscription Plan.

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

For other COYOTE Terminals, **if a subscription is not entered into 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 view and manage the status of their subscription.

Activation time frames for 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 and its installation, use and maintenance comply with vehicle manufacturers' instructions.

3.2 COYOTE App

The COYOTE App is an application which can be downloaded from any Mobile Internet sales platform independent of COYOTE SYSTEM that offers the App.

Operating the COYOTE App requires a subscription to the COYOTE Service from the Coyote Website or the Apple App Store or Google Play.

When the Customer subscribes to the COYOTE Service from the Mobile Internet sales platform, the conditions defined by this platform are applicable.

Downloading and operating the COYOTE App requires access to and transmission of certain information such as GPS coordinates (necessary for proper provision of our service) of the Customer Equipment, details of the SIM card (presence and card number) and IMSI of the Customer equipment. The Application also allows you to use voice recognition, and to access to contacts registered in the Customer equipment directly, in order to calculate a route to a chosen contact. This voice and contact information is not stored.

Android may also request access to Coyote Overlay (optional).

PART TWO – MISCELLANEOUS

ARTICLE 4 – "COOLING-OFF PERIOD"

4.1 Right of withdrawal for Customers with a COYOTE Terminal

Customers who are consumers may exercise a right of withdrawal for fourteen (14) days (the "cooling-off period") from the date they entered into a subscription agreement for the COYOTE Service or purchased any Product or Terminal.

The Customer may exercise their right of withdrawal under any circumstances, 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, in return for payment for the COYOTE Service provided between the date of activation and the date they communicated the decision to withdraw.

COYOTE SYSTEM will refund any overpayment made under these terms on a *pro rata* basis to the Customer's actual usage. COYOTE SYSTEM will pay this refund using the same means of payment as the Customer used 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. The Customer shall bear the return costs.

For this reason, the Customer expressly authorises COYOTE SYSTEM to retain their bank details for the period during which they can exercise their right of withdrawal, and beyond this period if no withdrawal is made (cf. Article 13 below). Banking data is stored securely by a third-party service provider.

COYOTE SYSTEM defers the refund until its goods are received or until the Customer has provided proof of their dispatch, the date considered valid being the earlier of the two.

The Customer shall return the items in perfect condition in their original packaging, with all accessories, notices and documentation to COYOTE SYSTEM at the following address as soon as possible and at the latest fourteen days following notification of their decision to withdraw from the Agreement : PUBLIDISPATCH – STACI PB2 – RETRACTATION COYOTE – 6 rue Désir Prévost -91070 Bondoufle France.

4.2 Right to a 'cooling-off period' for Customers subscribed to the COYOTE App

4.2.1. For Customers who subscribed via the Apple App Store or Google Play mobile platforms

Customers who have subscribed to the Coyote App via the Apple App Store or the Google Play should contact either Apple or Google in order to exercise their right of withdrawal and view the associated terms and conditions.

4.2.2. For Customers who subscribed via a web browser

Customers may withdraw during a cooling-off period of fourteen (14) days following their subscription.

The Customer may exercise their right of withdrawal under any circumstances, 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

If the Customer uses the Coyote Service before the fourteen (14) day period, then the Customer expressly agrees to waive his right of withdrawal.

ARTICLE 5 – 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.

Particularly in cases of direct debit payments, the Customer undertakes to update their bank details or their bank card number before the 20th of the current month, either by post or directly in their Coyote customer area, including all necessary supporting documents (especially evidence of their new bank details), so that COYOTE SYSTEM can update the SEPA direct debit mandate.

FOR ANY SUBSCRIPTION FOR A PERIOD LONGER THAN ONE MONTH PAID MONTHLY BY DIRECT DEBIT, THE CUSTOMER EXPRESSLY ACCEPTS THAT COYOTE SYSTEM WILL RETAIN THEIR BANK DETAILS TO COLLECT THESE DIRECT DEBIT PAYMENTS.

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

ARTICLE 6 – CUSTOMER'S OBLIGATIONS

6.1 Compliance with requirements

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

The Customer shall be solely responsible for any incorrect setup or improper use of the COYOTE Terminal.

If needed, the COYOTE Terminal documentation is available on the COYOTE Website.

6.2 Payment

The Customer is responsible for paying the correct price for the COYOTE Terminal 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 billing for payments made by monthly direct debit.

COYOTE SYSTEM reserves the right to change the price of the subscription for any new contract period. COYOTE SYSTEM will then inform the Customer of the increase in charges at least 1 (one) month before the end of the current contract period. The Customer has the option to accept or reject the new price. If they accept it, the new price will apply during the new contract period. If they reject it, the Agreement will be terminated at the end of the current contract period.

In the event of a payment incident, the Customer is required to refund COYOTE SYSTEM the amount in bank charges it has had to pay, as well as any late payment interest from the due date of the unpaid bill.

6.3 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 Terms and Conditions contained in the General Terms and Conditions of Use.

In a general manner, COYOTE SYSTEM reserves the right, at its sole discretion and at its own expense, to change the technical specifications of the COYOTE Terminal and the COYOTE Service, as well as the communications technology used for the COYOTE Service.

COYOTE SYSTEM also conducts legislative reviews of the Terminal and the COYOTE Service which entail upgrading them to ensure that they comply with regulations and/or the wishes of the public authorities.

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

ARTICLE 7 – COYOTE SYSTEM'S OBLIGATIONS

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

It is expressly agreed that the functioning of the COYOTE Services is based in particular on technologies developed and operated by third parties, and that COYOTE SYSTEM has no means of intervening in their operations. COYOTE SYSTEM is therefore not obliged to provide the COYOTE Service in the event of failure of the GSM or GPS networks in particular, or in the event of force majeure understood in particular to mean strikes, extreme 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 declares 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 effect 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 8 – 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 they are aware that the operation of the COYOTE Services is based in part on information provided to COYOTE SYSTEM by Customers, as well as by third-party contracting partners, especially with regard to speed limits and other reminders of road traffic regulations. As a result, COYOTE SYSTEM will not be held liable under any circumstances if the information provided by Customers or third parties is incomplete, out of date or incorrect.

Using the COYOTE Service does not under any circumstances exonerate the Customer from the scrupulous observation of road traffic laws. The Customer accepts that the COYOTE Service 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 while using the COYOTE Services, 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 twelve (12) months.

ARTICLE 9 – AFTER-SALES SUPPORT

9.1 Customer information service (technical, after-sales, performance of the agreement)

COYOTE SYSTEM provides the Customer with a free (excluding any internet connection costs) online support service accessible at the following address: <https://www.moncoyote.com/contact-fr.html> as well as a telephone helpline which can be contacted on +33 (0)1 76 49 48 47.

9.2 Disputes

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

Any complaint, dispute or refund request must include supporting evidence in order to be considered valid and processed. COYOTE SYSTEM undertakes to respond to any complaint, dispute or refund request within 30 (thirty) working days from the date it was received.

ARTICLE 10 – SOFTWARE

Use of the software embedded in the COYOTE Terminal is subject to the Customer's acceptance of the End User Licence Terms and Conditions set out in the General Terms and Conditions of Use.

ARTICLE 11 – STATUTORY GUARANTEE APPLICABLE TO COYOTE TERMINALS AND PRODUCTS DISTRIBUTED BY COYOTE SYSTEM – OPTIONAL EXTENDED WARRANTY

11.1. Statutory guarantee

Customers benefit from the statutory guarantee regarding defective sold items subject to the conditions provided for in Articles 1641 to 1649 and 2232 of the French Civil Code, and, when they are a consumer, from the guarantee of conformity referred to in Articles L.217-4 to 217-13 of the French Consumer Code, without prejudice to more favourable local laws (outside France) in the consumer's place of residence.

The statutory guarantee does not apply in the event of breakage, dropping, improper use, oxidation, modification or repair not carried out by the after-sales services designated by COYOTE SYSTEM.

The legal guarantee of conformity applies independently of the commercial guarantee defined in article 11.2 below.

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

The consumer has a period of two years from the date of delivery of the goods in which to obtain the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

Where the contract for the sale of the goods provides for the supply of digital content or a digital service on a continuous basis for a period of more than two years, the legal guarantee applies to this digital content or digital service throughout the period of supply. During this period, the consumer is only required to establish the existence of the lack of conformity affecting the digital content or the digital service and not the date of its appearance.

The legal guarantee of conformity requires the trader, where applicable, to provide any updates necessary to maintain the conformity of the goods.

The legal guarantee of conformity gives the consumer the right to repair or replace the goods within thirty days of his request, free of charge and without any major inconvenience to him.

If the goods are repaired under the legal conformity guarantee, the consumer benefits from a six-month extension to the initial guarantee.

If the consumer asks for the goods to be repaired, but the seller requires them to be replaced, the legal guarantee of conformity is renewed for a period of two years from the date on which the goods are replaced.

The consumer may obtain a reduction in the purchase price by keeping the goods or terminate the contract by obtaining a full refund in exchange for the return of the goods, if :

1° The trader refuses to repair or replace the goods;

2° The goods are repaired or replaced after a period of thirty days;

3° The repair or replacement of the goods causes a major inconvenience for the consumer, in particular where the consumer definitively bears the cost of taking back or removing the non-conforming goods, or if he bears the cost of installing the repaired or replacement goods;

4° The non-conformity of the goods persists despite the seller's unsuccessful attempt to bring the goods into conformity.

The consumer is also entitled to a reduction in the price of the goods or to rescission of the contract where the lack of conformity is so serious as to justify immediate reduction in the price or rescission of the contract. In such cases, the consumer is not obliged to ask for the goods to be repaired or replaced beforehand.

The consumer does not have the right to rescind the sale if the lack of conformity is minor.

Any period of immobilisation of the goods with a view to their repair or replacement suspends the warranty that was in force until delivery of the repaired goods.

The rights mentioned above result from the application of articles L. 217-1 to L. 217-32 of the French Consumer Code.

Any seller who obstructs the implementation of the legal guarantee of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual sales (article L. 241-5 of the French Consumer Code).

Consumers also benefit from the legal guarantee against hidden defects under articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the goods are kept, or to a full refund if the goods are returned.

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

The consumer is entitled to the implementation of the legal guarantee of conformity in the event of the appearance of a lack of conformity during a period of X as from the supply of the digital content or digital service. During this period, the consumer is only required to establish the existence of the lack of conformity and not the date of its appearance.

The legal guarantee of conformity implies an obligation to provide all updates necessary to maintain the conformity of the digital content or digital service during X.

The legal guarantee of conformity entitles the consumer to have the digital content or digital service brought into conformity without undue delay following his request, at no cost and with no major inconvenience to him.

The consumer may obtain a reduction in price by keeping the digital content or the digital service, or he may terminate the contract by obtaining a full refund in return for relinquishing the digital content or the digital service, if :

1° The professional refuses to bring the digital content or the digital service into compliance ;

2° The compliance of the digital content or service is unjustifiably delayed;

3° The digital content or digital service cannot be brought into conformity without incurring costs for the consumer;

4° Bringing the digital content or digital service into conformity causes major inconvenience to the consumer;

5° The non-conformity of the digital content or digital service persists despite the trader's unsuccessful attempt to bring it into conformity.

The consumer is also entitled to a reduction in the price or to rescission of the contract where the lack of conformity is so serious as to justify immediate reduction in the price or rescission of the contract. In such cases, the consumer is not obliged to request that the digital content or service be brought into conformity beforehand.

In cases where the lack of conformity is minor, the consumer only has the right to cancel the contract if the contract does not provide for the payment of a price.

Any period during which the digital content or digital service is unavailable for the purpose of bringing it back into conformity suspends the guarantee which was still running until the digital content or digital service was supplied in conformity again.

These rights result from the application of articles L. 224-25-1 to L. 224-25-31 of the Consumer Code.

Any professional who obstructs the implementation of the legal guarantee of conformity in bad faith is liable to a civil fine of up to 300,000 euros, which may be increased to 10% of average annual sales (article L. 242-18-1 of the French Consumer Code).

Consumers also benefit from the legal guarantee against hidden defects under articles 1641 to 1649 of the French Civil Code, for a period of two years from the discovery of the defect. This guarantee entitles the consumer to a price reduction if the digital content or service is retained, or to a full refund in exchange for renouncing the digital content or service.

11.2 Extended warranty for COYOTE Terminals (OPTIONAL)

Before confirming their order, the Customer may take out an extension of the COYOTE Terminal warranty beyond the statutory guarantee period in return for payment of a fixed price for the amount indicated on the COYOTE Website, under the following conditions.

The Customer may take out this extended warranty when purchasing the Terminal or within thirty (30) days following activation of the COYOTE Terminal, provided that their account has no outstanding debts at the point the warranty is taken out.

The extended warranty is only valid in metropolitan France.

The warranty takes effect from the date of subscription for a period terminating 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 may have replaced it under the statutory guarantee 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 a Coyote Store (subject to stock availability).

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

This warranty is applicable in the event of a failure of the COYOTE Terminal (not caused by a modification or repair not carried out by the after-sales services designated by COYOTE SYSTEM or improper use (for instance, use of a charger other than the one provided)), limited to one replacement per year, provided that 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.

Under Article L.217-16 of the Consumer Code, if the buyer asks the seller for a refurbishment covered by the warranty during the term of the commercial warranty which was granted to them at the point of acquisition or repair of a movable item of property, any period of at least seven days in which the item is 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 date the item in question is made available for repair, if this occurs later than the request for action.

11.3 Repairs beyond the guarantee period

Beyond the statutory guarantee and if no extended warranty as set out in Article 11.2 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 set by COYOTE SYSTEM in force on the day of the Customer's request.

11.4 Availability of spare parts essential for use of the Terminal

According to the information issued by the manufacturer or importer of the Terminal to COYOTE SYSTEM, spare parts essential for use of the Terminal will be available for two years following the sale to the Customer, unless the Terminal is withdrawn from sale. If the spare parts are unavailable during the guarantee period, the Terminal will be replaced free of charge following its return by the Customer to COYOTE SYSTEM or their COYOTE SYSTEM-designated service provider, and after a lack of conformity is found.

ARTICLE 12 – DATA PROTECTION

The Customer is informed of the methods of collecting and processing their personal data in COYOTE SYSTEM's [Personal Data Protection Policy](#).

Customers may provide their views via the private organisation Verified Reviews. These views may be displayed publicly. To that end, and in order to preserve the customer's anonymity, only the first name and first letter of the surname will be used. All terms and conditions can be viewed at the following link: http://www.avis-verifies.com/index.php?page=mod_conditions_utilisation. COYOTE SYSTEM never shares its customer database of personal identification data for commercial purposes.

ARTICLE 13 – 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 contained in these GCS may 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 unreservedly accepts the End User Licence Terms and Conditions contained in the General Terms and Conditions of Use, including conditions relating to third-party maps or voice recognition software.

ARTICLE 14 – ENTRY INTO FORCE AND DURATION OF THE AGREEMENT

These GCS take effect on the day they are accepted. The duration of the agreement is for a fixed period according to the Subscription Plans proposed in Appendix 1 of these GCS.

ARTICLE 15 – TERMINATION OF THE AGREEMENT

15.1 Termination by the Customer for COYOTE Terminals only

The Customer may terminate the Agreement at any time upon providing proof of one of the following legitimate reasons:

- moving abroad;
- detention in a penal institution for more than 6 (six) months;
- the Customer as a legal entity becoming subject to insolvency proceedings;
- the Customer as an individual accruing excessive debt;
- death of the subscription holder.

Termination by the Customer must be made by telephone by contacting Customer Services on +33 (0)1 76 49 48 47 or by sending a notification to COYOTE SYSTEM by special delivery, accompanied by supporting documentation.

In accordance with Article L.224-39 of the Consumer Code, the termination notice period given 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 collected from a Customer who has chosen this method of payment after this notice period. On the other hand, the charges remain due until the end of the term for any Subscription Plan containing a 12 to 24 month commitment in the following circumstances:

- Termination by the Customer before the end of the minimum commitment period: the Customer remains liable for the Subscription charges which remain outstanding until this period expires.
- Termination by the Customer when the duration of the commitment is 12 months: subscription charges up until the end of the 12th month are payable in full.

- Termination by the Customer when the duration of the commitment is 24 months: subscription charges up until the end of the 12th month are payable in full, and for the period from the end of the 12th month to the end of the commitment period, the sum payable is a quarter of the outstanding charges.

In the event of loss or theft of the COYOTE Terminal, the Customer must immediately inform COYOTE SYSTEM by special delivery, enclosing 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, following the Customer's request in writing, transfer the current paid subscription to the new COYOTE Terminal provided there is no outstanding payment. This transfer option is not available in cases of breakage or theft of a device on which the COYOTE App is installed.

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

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

15.2 Termination of the App by the Customer

15.2.1. For Customers who subscribed via the Apple App Store or Google Play mobile platforms

Customers who subscribed to the Coyote App via the Apple App Store or the Google Play should contact either Apple or Google in order to terminate their service.

15.2.2. For Customers who subscribed via a web browser

Customers may terminate their service on the Website via their Coyote customer account, two (2) days before the expiry of his subscription at the latest.

15.3 Termination or suspension by COYOTE SYSTEM

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

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

ARTICLE 16 – 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.

Only in case of a dispute regarding the fulfilment by COYOTE SYSTEM of its obligations, the Customer may apply to the Paris Centre for Mediation and Arbitration (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 17 – UNIQUE IDENTIFIER

In accordance with the regulations relating to extended producer responsibility, Coyote System is registered with eco-organisations under the following Unique Identifiers: FR213343_01UDYQ (household packaging), FR233541_03DKTB (paper), FR020368_05HW1 (electrical and electronic equipment), FR0220368_06B8XD (batteries and accumulators).

APPENDIX 1

COYOTE SERVICE SUBSCRIPTION PLANS

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

1. SUBSCRIPTION PLANS

1.1 COYOTE Terminal

1.1.1 Monthly payment:

Subscription for a period of 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 bank card (see the conditions for storing bank details on the website www.moncoyote.fr when you take out a subscription).

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

For service agreements entered into 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 during which renewal may be cancelled, of the option to not renew the agreement they have entered into with an automatic renewal clause. Issued in clear and understandable terms, this notification shall state 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 amounts 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 concerning consumer information.

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

The provisions of this chapter are not applicable to operators of drinking water and sanitation services. The provisions of this chapter are also applicable to agreements entered into between professionals and non-professionals.

1.1.2 Prepaid subscriptions:

Prepaid Subscription Plans are not renewable. Customers may take out a new subscription by going to the "My Account" page on the COYOTE Website or by contacting COYOTE SYSTEM Customer Services on +33 (0)1 76 49 48 47.

12-month prepaid plan

Subscription for 12 months, paid in cash upon subscription to the Plan.

24-month prepaid plan

Subscription for 24 months, paid in cash upon subscription to the Plan.

24-month prepaid plan with automatic monthly renewal

Subscription for 24 months paid in cash upon subscription to the Plan, followed by automatic renewal on a month-by-month basis, with no commitment.

1.2 COYOTE App

1.2.1 Plans

There are two types of subscription to the App: one allowing the use of the COYOTE Service on the Customer's smartphone, and one allowing the use of the Service on the Customer's smartphone and on a remote screen in the vehicle, via Carplay or Android Auto (subject to the vehicle's compatibility, and only available for smartphones using the iOS or Android operating systems)

1.2.2 Payment terms

Two payment options are available: (i) a monthly subscription to the COYOTE Service payable in advance, or (ii) a 12-month subscription to the COYOTE Service payable on subscription. These subscriptions will be automatically renewed on their expiry date.

1.2.3 Change of plan during the subscription period

Customers may change to a different plan during the subscription period if they wish:

- either the Customer switches from a plan allowing the use of the COYOTE Service only on the smartphone to a plan allowing the use of the COYOTE Service on the smartphone and on a remote screen in the Client's vehicle: the new subscription will begin from the date the Customer subscribes to the superior plan. Any days that remain up until the next due date of the Customer's previous subscription will be refunded on a *pro-rata* basis.
- or the Customer switches from a plan allowing the COYOTE Service to be used on the smartphone and on a remote screen in the Customer's vehicle to a plan which only allows the COYOTE Service to be used on the Customer's smartphone: the new subscription will begin on the next payment due date;

1.2.4 Change of payment terms

Customers may change the way in which they pay for the service (monthly/prepaid basis). Such a change will take effect on the next renewal date of the subscription taken out by the Customer.

1.3 Additional services

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

1.3.1 COYOTE App option

The Coyote App option is the option made available to COYOTE Customers who have a COYOTE Terminal and have subscribed to one of the subscription plans referred to in Article 1.1 of this Appendix. With this option, Customers benefit from a subscription to the COYOTE App which provides a different, superior level of service.

Subscription to the COYOTE App option assumes prior or simultaneous subscription to one of the Subscription Plans available for COYOTE Terminals described in Article 1.1 above.

It is only possible to subscribe to the COYOTE App option via the COYOTE Website, through Customer Services, or in a COYOTE store. It is not possible to subscribe from the Google Play Store or the Apple App Store.

Subscription to the COYOTE App option does not trigger the automatic termination of any existing subscription plan for the COYOTE App subscribed to via the Apple App Store or Google Play or on the COYOTE website. It is the Customer's responsibility to terminate these under the conditions set out in Article IV of Appendix 1 of the COYOTE General Terms and Conditions of Sale.

Subscription to the COYOTE App option is renewed according to the same payment terms and for the same duration as the initial period, unless it is cancelled by the Customer at the latest two days before the due date of the current month (for Customers who opted for monthly payments). If it is cancelled during a month, the Customer continues to benefit from this option until the next due date.

Customers may terminate their COYOTE App option at any time, and this does not terminate their subscription to the COYOTE Service linked to their Terminal. Termination must be made using the COYOTE Customer Area, through Customer Services or in a COYOTE store. It will take effect on the next subscription due date. For Customers who have chosen the prepaid COYOTE App option, this option will automatically end when the subscription expires.

Customers may subscribe to the COYOTE App again at any time.

The COYOTE App option is terminated automatically once an active subscription on a COYOTE Terminal expires and in the event that the Customer does not renew their subscription.

The Coyote App option is billed monthly to Customers who have chosen a monthly subscription plan to the Coyote Service, or billed on a prepaid basis to Customers who have chosen a prepaid subscription plan. The Coyote App option is billed independently of the subscription to the Coyote Service. The Customer is responsible for correctly paying for the COYOTE App option.

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

1.3.2 Extended warranty option

The Extended warranty option for COYOTE Terminals is described in Article 1.1.2 of these General Terms and Conditions of Sale.

1.4 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 cooling-off period which the consumer enjoys**. No refund of the purchase price of a FLEXIBLE COYOTE Plan can be made outside of the conditions of the statutory guarantee.

Subscribing to the FLEXIBLE COYOTE Service requires the Customer to choose one of the Plans available at moncoyote.com, described on the moncoyote.com Website or the interactive voice server accessible on +33 (0)1 76 49 48 47

The Supplier reserves the right to change the prices of the Plans at any time. Detailed prices can be found on the moncoyote.com website.

2. COYOTE SERVICE SUBSCRIPTION CONDITIONS

The Customer chooses their desired Subscription Plan when they complete the Subscription Form.

Once they have completed the Subscription Form, the Customer must validate their subscription either online or by post, depending on their chosen Subscription Plan.

If validated online, the Customer must provide COYOTE SYSTEM with their bank card number or bank account details by digitally signing their duly completed SEPA direct debit mandate, which is available on the Coyote Website. The Customer's bank details are retained by a third-party service provider.

3. FREE PERIODS

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

3.1 Plan with subscription

For any purchase of a COYOTE Terminal, the Customer has free access to the COYOTE Service for seven (7) days from the first time the Terminal is switched on.

3.2 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.

3.3 The COYOTE App

Subscription to the App may begin with a free period of 30 days (hereinafter the "free period") which is designed to allow new members to try the COYOTE App. This free period is offered to Customers with a payment method (hereinafter the "Payment Method") that has been validated by the platform operating their app (Google Play or Apple App Store), or by Coyote System if subscription was via a Web browser. Customers may only benefit from one 30-day free period.

The free period begins from the point the Customer's payment method is validated. Pre-authorisation for payment of the monthly subscription amount will be obtained for the Payment Method entered; however, the monthly subscription will only be billed at the end of the free period, except if the User cancels the subscription at the latest two days before the end of the free period for the App for Customers who subscribed via a Web browser, and at the latest 24 hours before the end of the free period for Customers who subscribed via the Apple App Store or Google Play.

If the User does not enter their Payment Method, they will benefit from a trial period of seven days. Should the User then enter their Payment Method during this seven-day period, any days remaining in this period will be lost and the User will begin their free 30-day trial period instead. If at the end of this period no payment method has been entered, a Subscription plan is needed in order to benefit from the COYOTE Service.

At the end of this period, a Subscription plan to the COYOTE App is needed in order to benefit from the COYOTE Service.

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

3.3.1 For Customers who subscribed via the Apple App Store or Google Play

Customers who subscribed to the service via Apple App Store or Google Play must enter a valid payment method (the "Payment Method") which can be directly updated by the User in their iTunes or Google Play account.

Entering a Payment Method indicates consent to the collection of payments from the User's account via this Payment Method for the purposes of paying their COYOTE App subscription charges.

Subscriptions are automatically renewed for the term of the subscription. The first bill will be issued automatically at the end of the free period, unless the subscription is cancelled by the Customer no later than 24 hours before the end of the free period. Customers may cancel their subscriptions from their iTunes or Google Play account. The cancellation will take effect at the end of the 30-day free trial period.

3.3.2 For Customers who subscribed via a Web browser or from the Coyote App for Huawei smartphones

When they log in to the App for the first time, Customers who took out a subscription from the COYOTE website will be asked to enter a valid payment method (hereinafter the "Payment Method") which can be directly updated by them from their customer account.

Entering a Payment Method indicates consent to COYOTE SYSTEM collecting payments from the Customer's account via this Payment Method for the purposes of paying their subscription charges.

Subscriptions are automatically renewed for the same period of time as the initial term. The first bill will be issued automatically at the end of the free trial period, unless the subscription is cancelled by the Customer no later than two days before the end of the free period. Customers may cancel their subscriptions from their customer account. The cancellation will take effect at the end of the 30-day free trial period.

The free period begins from the point the Customer's Payment Method is validated. Pre-authorisation for payment of the monthly subscription amount will be obtained for the Payment Method entered; however, the monthly subscription will only be billed at the end of the free period, except if the Customer cancels the subscription at the latest two days before the end of the free period for a subscription taken out on the Website.

APPENDIX 2

WITHDRAWAL FORM

PLEASE NOTE:

If the Customer does not complete the withdrawal form in the "Your Account" area on COYOTE's website at www.moncoyote.com, they must send it by SPECIAL DELIVERY 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 goods (*)/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 in hard copy)
- Date

(*) Delete as applicable