

# MyGoodyear Platform

## Terms of Use

### § 1. General Provisions

1. These terms of use regulate the access and usage of [www.MyGoodyear.eu](http://www.MyGoodyear.eu) platform (the "**Platform**") by commercial fleet businesses and by other entrepreneurs who register in the Platform. The Platform was developed and implemented by Goodyear Operations S.A., a company with its registered office at Avenue Gordon Smith, 7750 Colmar-Berg, Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B71.219 (hereinafter referred as "**Goodyear Operations**" and together with its affiliated companies, as "**Goodyear**").
2. These Terms of use govern your access to and use of the Platform and represent the agreement between Goodyear and you or the entity you represent ("you"). This agreement takes effect when you click check box presented with these Terms of use or, if earlier, when you use any of the services provided via the Platform. You represent to Goodyear that you are lawfully able to enter into contracts. If you are entering into this agreement for an entity, such as the company you manage or work for, you represent to Goodyear that you have legal authority to bind that entity
3. The Platform is used by Goodyear to announce and organize Promotional Campaigns for companies and individuals conducting their own businesses activity composed of professional transport of goods or persons.
4. Definitions used in these Terms of use have the meaning ascribed below:
  - a. "**Account**" shall mean a part of the Platform, available to Users after registration, through which Promotional Campaigns are provided and where User's data and information regarding the User's activity are collected.
  - b. "**Promotional Campaign**" refers to marketing actions developed, implemented, presented and operated by Goodyear.
  - c. "**User(s)**" shall mean, legal entities or natural persons conducting a commercial fleet business, who register on the Platform by (i) accepting these Terms of use; (ii) submitting relevant application (i.e. completing all mandatory fields on the Platform), (iii) creating user identification code and password and (iv) who do not have any past trade liabilities towards Goodyear.

### § 2. Platform Registration Rules

1. Access to the Platform requires registration of the Account and expressing by Users their consent to these Terms of use. Completing the registration process will result in creation of the Account for respective User. Registration on the Platform must be approved by Goodyear.

2. Goodyear does not guarantee that the Platform, or any content on it, will always be available or be uninterrupted. Goodyear may suspend or withdraw or restrict the availability of all or any part of the Platform for business and operational reasons. Goodyear will try to give you reasonable notice of any suspension or withdrawal.
3. You are also responsible for ensuring that all persons who access the Platform through your internet connection are aware of these Terms of use and other applicable terms and conditions, and that they comply with them. User identification code, password or any other piece of information provided as part of our security procedures, must be treated as confidential. You must not disclose it to any third party. In any case, you are responsible for, and bound by, actions made on the Platform using your identification code or password.
4. Goodyear has the right to disable any user identification code or password, whether chosen by you or allocated by Goodyear, at any time, if in Goodyear's reasonable opinion you have failed to comply with any of the provisions of these Terms of use. If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at [contact@mygoodyear.eu](mailto:contact@mygoodyear.eu).
5. Whenever you make use of a feature of the Platform that allows you to participate in a Promotional Campaign, you agree to comply with such Promotional Campaign rules. Breach of Promotional Campaign rules shall be treated as a breach of these Terms of use.

### § 3. Services

1. Goodyear operates Promotional Campaigns through the Account.
2. Account suspension or withdrawal (for whatever reasons) shall terminate your participation in ongoing Promotional Campaigns, provided however, that it shall not affect rights that you may have already acquired.

### § 4. Online Privacy Policy and Cookies

1. You confirm that you have read our Goodyear Online Privacy Policy (the "**Online Privacy Policy**"), the terms of which are published on the Platform and agree that the terms of the Online Privacy Policy are reasonable. You can review our Online Privacy Policy by clicking on this [link](#).
2. By registering on the Platform, you:
  - agree that Goodyear Operations S.A. will collect and process your personal data for purposes of: maintaining the Platform, manage your access and use of the Platform, correspondence, participating in online surveys or Promotional Campaigns, provide services requested by you and generally as required under applicable law,
  - understand that your personal data may be shared within Goodyear to achieve the above purposes, and

- signify your understanding of our Online Privacy Policy. If you do not agree to this policy, please do not use our sites. We reserve the right, at our discretion, to change, modify, add, or remove portions of the Online Privacy Policy at any time. Please check this page periodically for changes. Your continued use of our sites following the posting of changes to the Online Privacy Policy will mean you accept those changes.
3. When you browse a Goodyear website, some areas of our websites may request that you voluntarily supply us with personal information, including your name, e-mail address, invoices, etc., for purposes such as correspondence, manage your access and use of the Platform, participating in online surveys or Promotional Campaigns. Goodyear may also retain electronic communications you send to our customer service representatives, webmaster or other associates. These may be shared only within Goodyear as a means to continually improve customer service. Goodyear websites track information about the visits to those sites. For example, statistics are compiled that show the daily number of visitors to a site, the daily requests received for particular files on a site, and what countries those requests come from. These aggregated statistics are used to customize our website to better meet your needs and may also be provided to others, but the statistics contain no personal information and cannot be used to gather such information.
  4. There is a technology called "cookies" which can be used to provide you with tailored information from a website. Certain Goodyear sites may use "cookies" or "web beacons." A "cookie" is an element of data that a website can send to your browser, which may then be stored on your system. Cookies allow us to better serve visitors to our website by offering a tailored experience. A "web beacon", also referred to as a spotlight tag or pixel tag, is used to recognize unique cookies and assists us in determining which advertisements bring users to a specific website. You can set your browser to notify you when you receive a cookie, giving you the chance to decide whether to accept it. If you decline to accept the cookie, it will also disable the web beacon. With both cookies and web beacons, the information collected and used is anonymous and not personally identifiable. The information collected does not contain your name, address, telephone number, or email address. Goodyear will use cookies collected through the Platform only for the purpose of remembering the country chosen by you during the Platform registration process in order to secure that the proper linguistic version of the Platform is automatically opened during your next visit. By setting your browser or equipment to accept cookies, you consent to our placing and use of cookies on your equipment.

## **§ 5. Complaints**

1. Users have the right to raise complaints concerning the functioning of the Platform and the Promotional Campaign. Complaints must be submitted to Goodyear, together with supporting information, (a) in writing by registered mail or courier or (b) by e-mail correspondence, within 14 days from the date of receipt of the information on any irregularities related to the Platform. Complaints shall be sent to the following postal address: Goodyear Operations S.A., Commercial Marketing Department,

Avenue Gordon Smith, 7750 Colmar-Berg, Luxembourg or to the following e-mail address: [contact@mygoodyear.eu](mailto:contact@mygoodyear.eu) pertaining to Goodyear.

2. Decisions on the acceptance of the complaint stay with Goodyear who shall inform you in writing, within 14 days from the receipt of the complaint with supporting information, about the result of its claim.
3. Goodyear excludes all implied conditions, warranties, representations or other terms that may apply to the Platform or any content on it. Goodyear will not be liable to you for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with: use of, or inability to use the Platform; or use of or reliance on any content displayed on the Platform. In particular, Goodyear will not be liable for: loss of profits, sales, business, or revenue; business interruption; loss of anticipated savings; loss of business opportunity, goodwill or reputation; or any indirect or consequential loss or damage.
4. Subject to point 1 above, any other communication between you and Goodyear shall be done through the Platform or via e-mail correspondence sent to the following e-mail address: [contact@mygoodyear.eu](mailto:contact@mygoodyear.eu).

## **§ 6. Acceptance**

1. By clicking a check box presented with these Terms of use or, if earlier, by using the Platform, the User concludes with Goodyear Operations S.A. an agreement for undetermined duration on terms and conditions defined herein.
2. This agreement can be terminated by the User at any moment by giving a 7 days notice to Goodyear Operations S.A. sent by registered mail or courier or by e-mail correspondence to the address defined in § 5 point 1 above.
3. This agreement can be terminated without recourse to the courts (*'de plein droit'*) by Goodyear Operations S.A. at any moment by giving a 7 days notice to the User sent by registered mail or courier or by e-mail correspondence to the address indicated by the User during his registration on the Platform.

## **§7. Modification of Terms of use**

1. Goodyear reserves the right to change or modify these Terms of use at any time and in its sole discretion. Such amendments shall be announced on the Platform at least 7 days prior to their entrance into force and may not in any manner breach the rights already acquired by Users. In case you do not agree with amended Terms of use, you may terminate the agreement mentioned in § 6 point 1 as per § 6 point 2 above. Your continued use of the Platform will confirm your acceptance of such modifications; therefore, you should frequently review these Terms of use to understand the terms and conditions that apply to your use of the Platform. If you do not agree to the amended terms, you must stop accessing and using the Platform.

2. Goodyear reserves the right to discontinue or make changes or updates with respect to the Platform at any time without notice. Goodyear reserves the right to restrict, refuse or terminate access of any person to the Platform or any part thereof effective immediately without notice at any time and for any reason whatsoever at its sole discretion.

## **§ 8. Links to other websites**

1. The Platform may provide links to third party websites or resources, including links that contain financial or investment information about Goodyear. Goodyear provides third party links for your convenience only and is not responsible for the content of any third-party websites linked to or from the Platform. Links from the Platform to any third-party website does not mean that Goodyear approves, endorses or recommends that site. Goodyear disclaims all warranties, express or implied, as to the accuracy, legality, reliability or validity of any content on any such third-party website. If you decide to access such third-party websites, you acknowledge that you do so entirely at your own risk.
2. For the purposes of this section, third party websites or resources include links to Goodyear independent dealers (the "**Dealers**"), and Goodyear is not responsible for any of the actions, services, or omissions of the Dealers, including, but not limited to scheduling, quality of services, dealer inventory, dealer price, and any other issues that may result from your transaction with the Dealers.

## **§ 9. Intellectual property rights**

1. Unless otherwise noted, the Platform and all materials, including trademarks, images, illustrations, designs, buttons, icons, logos, photographs, digital downloads and written and other materials that appear as part of the Sites (collectively, the "**Content**") are intellectual property owned, controlled or licensed by Goodyear. You are prohibited from reproducing, reverse engineering, transmitting, disassembling, modifying or creating derivative works with respect to the Platform or any Content. Nothing on the Platform is to be construed as granting, by implication, estoppel or otherwise, any license or right to the use of intellectual property displayed on the Platform without the prior written permission of Goodyear. Any rights not expressly granted herein are reserved by Goodyear and/or its third-party providers.

## **§ 10. Disclaimer**

1. The Platform and all Content, information, services, and products of the Platform are provided on an "as is" basis without warranties of any kind, either express or implied, including, but without limitation, warranties of title or implied warranties of merchantability or fitness for a particular purpose, non-infringement, freedom from computer viruses or other harmful components, and warranties arising from course of dealing or course of performance. Goodyear makes no warranties or representations about the accuracy or completeness of the Content and assumes no liability or responsibility for errors, mistakes or omissions in the Content or property damage of any kind arising out of the use of or inability to use the Platform.

2. You acknowledge, by your use of the Platform, that your use of the Platform is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of the Platform, and that Goodyear will not be liable for any damages of any kind related to your use of the Sites. Goodyear makes no warranty that (i) the Platform will meet your requirements; (ii) access to the Platform will be uninterrupted, timely, secure, or error-free; (iii) the results that may be obtained from the use of the Platform will be accurate or reliable; (iv) the quality of any products, services, information, or other material purchased or obtained by you through the Platform or pursuant to your use of the Platform will meet your expectations; (v) any errors on the Platform will be corrected; or (vi) the Platform or services on which they are hosted are free of viruses or other harmful components.

## **§ 11. Limitation of liability**

1. In no event will Goodyear be liable for any direct, indirect, incidental, consequential, special, exemplary, or punitive damages of any kind, under any contract, negligence, strict liability, tort, or other theory, including but not limited to damages from loss of profits, use, data, or other intangibles, even if Goodyear had been advised of such damages. In particular, and without limitation, Goodyear will not be liable for the damages of any kind resulting from the use of or the inability to use the Platform or from any Content posted on the Platform by Goodyear or anyone else. Goodyear does not represent or endorse the accuracy or reliability of any user-generated content displayed, uploaded, posted on any message board, or otherwise distributed through the Platform and will not be liable for any damages resulting from user-generated content. However, nothing in this paragraph will be interpreted to affect the individual product warranties that are standard for Goodyear products.
2. Your sole remedy for dissatisfaction with the Platform or the Content is to stop using the Platform. Because some jurisdictions do not allow the exclusion or limitation of liability for certain damages, the above limitations may not apply to you. You agree that use of the Platform is at your sole risk, and you shall be solely responsible for any damage to your computer system or loss of data that results from access, browsing, or use of the Platform, or the downloading or use of any materials, data, text or images from the Platform.

## **§ 12. Indemnification**

1. To the fullest extent permitted by law, you agree to defend, indemnify and hold Goodyear, its affiliates, and their officers, directors, shareholders, agents, employees, successors harmless from and against any and all claims, damages, costs and expenses, including attorney's fees, arising from or related to, a violation by you or your agents of these Terms of use, your infringement of any third party right, including but not limited to any intellectual property or proprietary right, your use of the Platform or any other person accessing the Platform using your Internet account, or the use of the Platform by any other person accessing the Platform on your behalf or acting as your agent.

### **§ 13. Final provisions**

1. All matters not regulated by these Terms of use are subject to Luxembourg law applicable to the registered office of Goodyear Operations S.A. Any disputes under these Terms of use shall be assigned to the exclusive jurisdiction of Luxembourg public courts territorially competent of the registered office of Goodyear Operations S.A.
2. These Terms of use sets forth the entire understanding and agreement between you and Goodyear with respect to the Platform unless certain services offered through the Platform require your agreement to additional terms and conditions. If any provision of these Terms of use is deemed to be unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms of use and will not affect the validity and enforceability of any remaining provisions.