

## **DRIVE2LICENSE - TERMS OF USE**

*Drive2License is your digital support on your way towards a driving license. Drive2License focus on the practical driving skills you need to learn and is a unique tool that logs several parameters, such as distance, number of driving sessions and speed, in order to track, develop and evaluate your driving skills.*

This Agreement contains rules, requirements and limitations that you must agree to in order to use the Services including the Drive2License App. The Agreement sets forth the legally binding terms and conditions for your use of the Services provided by PMFH Development AB (“PMFH”). It is therefore important that you read these terms of use and conditions carefully.

### **DEFINITIONS**

“Agreement” means this agreement.

“Privacy Policy” means the privacy policy available at [drive2license.com](https://drive2license.com).

“Services” means the Drive2License App, website and its related services provided by PMFH as described in the Drive2License App and website.

“PMFH” or “We” means PMFH Development AB located in Sweden with registration number 559178-2197

“Website” means the Drive2License website [drive2license.com](https://drive2license.com).

### **GENERAL**

The parties of this agreement are you and PMFH.

By using the Services, you confirm that you:

- have read, understood and agree to be bound by the terms and conditions of this Agreement (regardless of whether or not you have chosen to sign up to Drive2License monthly subscription).
- are the sole user of the Services and you are thereby solely responsible for the compliance of this Agreement.
- are at least 16 years old.
- have sufficient permissions to drive the relevant vehicle.
- comply with local laws and regulations while using the Services.
- only use the Services for purposes pursuant to this Agreement. You may not modify, tamper with, hack, repair or attempt to gain unauthorized access to any material of PMFH including the Services. You may not use the Services for any purpose that is unlawful or prohibited under the Agreement.
- are solely responsible to determine your general ability, medical condition, weather condition or other factors that may generate a risk while using the Services.
- understand that, while driving you rely on the instrumentation presented by the car manufacturer when it comes to e.g. speed.

## **LIMITATION OF THE SERVICES**

The access of the Services may be limited or restricted due to maintenance, force majeure, actions taken by PMFH or other circumstances which can prevent PMFH to provide the Services. We reserve the right, in our sole discretion, to update, change, limit, discontinue any aspect, content or feature of the Services.

## **OWNERSHIP AND INTELLECTUAL PROPERTY**

The Services including, but not limited to, all associated intellectual property rights provided by PMFH such as graphics, scripts, software, codes and editorial content shall at all times remain the exclusive property of PMFH. You agree not to use such proprietary information or materials in any way whatsoever except for the use of the Services in compliance with this Agreement.

## **FEES AND PAYMENT**

If you choose to sign up to Drive2License monthly subscription you will be subject to the applicable monthly subscription fees. The monthly subscription fee is subject to change at any time in our sole discretion. You will be required to submit payment monthly in advance in order to get access to the full Service.

## **DISCLAIMERS**

PMFH provide the Services with no warranties whatsoever and your use of the Services is at your own risk. You acknowledge that the Service may be inaccurate and that We make no warranties that the Service will be available error free. For example, maps and road signs may be incorrect or not updated.

## **YOUR ASSUMPTION OF RISK**

When using the Services, you agree that you are solely responsible for any injuries, loss or damages to yourself, another person or property or costs caused by you.

## **LIMITATION OF LIABILITY**

In no event shall PMFH be liable for any damages. You agree to not hold PMFH responsible or liable for any claims arising out of or in connection with the Services, the use of the Services or your violations of laws or regulations while using the Services.

## **INDEMNITY**

You agree to indemnify and hold PMFH harmless from and against any claims, losses, expenses, suits or other proceeding arising out of or relating to the Services or the use of the Services, this Agreement or a breach of this Agreement.

## **PRIVACY**

You confirm that you have read and understood that We use your personal data in accordance with the Privacy Policy available at [drive2license.com](http://drive2license.com) and agree that your personal data is processed as described here.

The Privacy Policy may be amended from time to time. You agree to keep updated with any changes to the Privacy Policy and that your continued use of the Services means that you agree your personal data is processed in accordance with the same. Any material changes to the Privacy Policy will be communicated to you under the applicable data privacy rules.

## **TERM AND TERMINATION**

This Agreement enters into force when you have accepted the terms and/or started using the Services and will remain in force as long as you use the Services and the term ends ten years after your last use of the Services.

You can terminate your use of the Services at any time. You may cancel your subscription through you accounts setting page. However, no fees paid by you will be refundable, and the Agreement will stay in force according to the above.

PMFH has the right to at any time, at its sole discretion and without any notice or cause terminate this Agreement and your right to use the Services.

## **MODIFICATIONS**

We have a right to from time to time change this Agreement in our sole discretion and without any prior notice. We encourage you to frequently review this Agreement in order to stay informed about the terms and conditions.

## **DISPUTES AND GOVERNING LAW**

Any complaints or disputes relating to this Agreement shall be made in written form to the contact information given at the end of this Agreement.

All disputes shall be settled exclusively by Swedish courts, with the Stockholm District Court as the court of first instance.

This Agreement and any disputes arising out of or relating to this Agreement or the Services shall be governed by Swedish law, unless otherwise required by mandatory law in any other jurisdiction.

## **CONTACT INFORMATION**

If you want to contact PMFH you can always send an email to [info@drive2license.com](mailto:info@drive2license.com).

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