

2hire Service Agreement

Premises

2hire designs, develops and sells - both in Italy and abroad - telematics solutions for the remote control of motor vehicles and motorcycles, complete systems for the management of shared and integrated mobility platforms, rental, fleet management and logistics. 2hire has developed considerable know-how in the interaction with the vehicle control systems and control units and is able to perform analysis, mapping and data acquisition of various vehicle operating parameters.

2hire Terms and Conditions

This Service Agreement is between 2HIRE (“2HIRE”, “we” or “us”), and the Customer (the “Customer” or “you”). The Customer may choose to perform or receive installation of an electronic device (“2hire box” or “Linkey box” or “Device”) in their vehicle and use a dashboard (“2hire Dashboard” or “Linkey dashboard”) to perform remote interactions on equipped vehicles (collectively, the “2hire Linkey Service”). Subscribing to the 2hire Linkey Service is subject to these terms and conditions (“2hire Terms”). It is your responsibility to represent and warrant that you are authorized to bind the company or other legal entity to these 2hire Terms if you agree to these 2hire Terms on behalf of a company or other legal entity, in which case "Customer" and "you" will refer to the company or other legal entity. Please do not subscribe to the 2hire Linkey Service if you do not agree with any part of these 2hire Terms.

2hire box ownership and responsibility

All right, title, and interest relating to 2hire box and associated firmware is retained by 2hire. It is not possible to resell the 2hire device. In the event of loss or damage to the device, you are responsible for it. You will not be able to modify, pledge, transfer, give away or interfere with the device functioning in any way. 2hire box firmware cannot be reverse engineered, disassembled, modified, copied or duplicated.

Installation of the 2hire box

2hire Linkey Service subscription requires the 2hire box to be installed in the vehicle and remain installed for as long as you keep using the 2hire Linkey Service.

The 2hire box can be self-installed by the Customer, who will receive detailed instructions (“2hire box manual”) on how to properly perform the installation of the 2hire box.

If requested by 2hire, Customer agrees to allow 2hire or a third-party authorized by 2hire, to install the device on the Customer’s vehicle on Customer’s behalf.

When scheduling the installation of a 2hire box in a vehicle, it is your responsibility to ensure that the vehicle owner has authorized and consented to the installation. Any losses incurred due to the use of third-party devices installed on the Customer’s vehicle at the time of the installation and use of the 2hire box, or any customer service issues that may arise with such a third party, are not the responsibility of 2hire.

De-Installation of the 2hire box

It is your responsibility to notify us immediately in the event that the 2hire box is removed from your vehicle. The removal, rewriting or uninstallation of a 2hire box from your vehicle without notifying us will result in additional fees for re-installation in the same or another vehicle.

It is your responsibility to inform us immediately if ownership of a vehicle is transferred before the 2hire box is removed, to allow us to disable the 2hire box and 2hire Linkey Service.

In the case of failure to inform 2hire about a transfer of ownership of a vehicle with a 2hire box, you agree to indemnify and hold harmless 2hire, its affiliates, employees, directors and officers from all claims, liabilities, damages, losses and expenses arising out of or in connection with such transfer, including damage to or loss of data or any other losses and expenses, including without limitation, reasonable legal and accounting fees.

Functioning of the 2hire box

Wireless networks are required to enable 2hire box and 2hire Linkey Service and 2hire is not responsible for the reception quality. As a user of the 2hire Linkey Service, you are aware that its provision depends on the reception of technically necessary signals. The 2hire Linkey Service will not be available to you fully if you are not able to receive these signals (e.g., in case of problems in the network service).

Data collected from the vehicle

Data collected from the vehicle and other information that can be helpful in resolving claims, controversies, and technical problems may be collected as part of the 2hire Linkey Service.

2hire Linkey Service

2hire hereby grants the Customer a limited, non-exclusive, world-wide, non-transferable license, without the right to sublicense, to (i) electronically access and use the 2hire Linkey Service, which shall also (ii) be maintained and (iii) updated by 2hire. You may not use 2hire Linkey Service for any unlawful purposes.

Pricing

The 2hire box and 2hire Linkey Service are provided by 2hire respectively for a monthly subscription fee and a one-time installation fee, unless otherwise noted. These and all fees associated with the 2hire Linkey Service will be charged to your Payment Method on the specific payment date. The length of your billing cycle will depend on the type of subscription that you choose when you signed up for the service. In some cases, your payment date may change, for example if your Payment Method has not successfully settled, when you change your subscription plan. We will continue to charge the fees until we receive notification of your withdrawal from the 2hire Linkey Service if the 2hire box is removed from a vehicle or you no longer wish to subscribe to the 2hire Linkey Service. 2hire reserves the right to charge an amount up to €290 to your Payment Method if you do not return any 2hire box removed from your vehicle.

Changes to the Price and Subscription Plans. We may change our subscription plans and the price of our service from time to time; however, any price changes or changes to your subscription plans will apply no earlier than 30 days following notice to you.

Compliance with 2hire Terms

In all cases, you will be required to comply with these 2hire Terms and Conditions, applicable laws and regulations, as well as any other policies or standards that 2hire may provide you with.

Representations and Warranties; Indemnification

The 2hire box is provided to you as is, without any express or implied warranty on the part of 2hire. We expressly exclude all such warranties. 2hire is not liable for any special or incidental damages arising from the 2hire box. Additionally, 2hire does not guarantee reliability, availability at any specific time or place of the 2hire box. 2hire also does not guarantee that the 2hire Linkey Service is accurate, reliable, correct, available at a particular time or place, secure or uninterrupted.

Indemnification. As far as applicable law permits, you agree to release, indemnify and hold 2hire harmless from and against any damages, complaints, losses, responsibility, and cost, including legal fees, resulting from or in connection with your access to or use of the 2hire box or subscription to the 2hire Linkey Service, or your violation of these 2hire Terms and Conditions.