



Volvo My Truck Service Agreement

1. Background

1.1 Volvo do Brasil Veículos provides "**My Truck**", an application through which owners of electric vehicles and authorized individuals can remotely access their Volvo truck.

1.2 These Terms govern the relationship between you or the company you represent (the "**Customer**" or "**you**") and Volvo do Brasil Veículos, a company of the Volvo Group ("**Volvo**" or "**we**"). Access and use of My Truck are governed by these Terms of Use ("**Terms**"). Please read the Terms carefully before proceeding with your access and use of My Truck.

1.3 Volvo reserves the right to change the Terms at any time. Any new version of the Terms will be published in the My Truck application, with or without prior notice, and it is your responsibility to regularly check for updates and changes to the Terms. Your continued use of My Truck after the publication of a new version of these Terms will signify your acceptance of the changes and agreement to the modifications.

1.4 By accessing and using My Truck, you confirm that you have reviewed the Terms and agree to be bound by them. If you do not agree with them, you may not use My Truck and the services provided in connection with the application.

1.5 My Truck is an application through which you can remotely access your vehicle or fleet of vehicles, checking the dashboard, verifying the door locking status, and responding to alarms ("**Services**"). You may access information about vehicles registered in your Volvo Connect user account on My Truck. You are only permitted to access vehicles that you own or are under your legal possession (e.g., vehicles rented by you). If a vehicle, for any reason, is no longer under your legal possession (e.g., lease contract expiration), you must immediately remove such vehicle from your user account.

1.6 As stated in the warranty booklet and driver's manual of your vehicle(s), you acknowledge being aware that the vehicle is equipped with Software Systems that record information about the vehicle, including how it is being driven, and you hereby authorize the transfer of such information to Sweden and its use by Volvo Group companies, Volvo Dealership Network, or contracted companies in product development processes, including continuous improvement, such as fault diagnostics, technical assistance, warranty analysis for its granting or denial, performance, and detection of potential engine problems, and for the provision of services.

1.7 Considering that My Truck is part of the specific service contracting, which is the subject of a separate contract, you acknowledge that the Service Agreement (Volvo Connect), signed by you, is an integral part of the Terms, and you agree that the terms of this contract apply to any data processing related to My Truck.

2. My Truck and Services

2.1 The services available through My Truck may be provided by Volvo ("**Volvo Services**") or independent third parties ("**Third-Party Services**"). In addition to these Terms, each service may be subject to separate terms and conditions that the Customer must agree to before being able to access and use such service.



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2.2 Volvo may, at its sole discretion, make new services available through Volvo Connect and cancel existing services without the obligation of any prior notice.

2.3 Volvo may, at its discretion, make changes to My Truck and Volvo Services. When we make changes that we consider significant, we will notify you. By continuing to use My Truck after these changes, you are expressing and acknowledging your acceptance of the changes. If you do not agree with the changes and these Terms of Use, you may not continue to use My Truck or the applicable Volvo Service.

3. Your use of My Truck

3.1 When contracting and using My Truck, you will provide certain data, such as information about yourself, relevant vehicles, and contact information. To provide My Truck, we will use and process the data provided by you. We will always use your data in a fair and trustworthy manner. For different functionalities of My Truck, the information provided by you may also be accessed by other users.

3.2 By using My Truck, you agree and authorize Volvo Group companies, authorized Volvo Dealership Network, or contracted companies to contact you for the evaluation of services rendered or products sold, customer satisfaction surveys, offering products and services, or for any other purpose.

3.3 By accepting the Terms, you grant Volvo a non-exclusive, free, and transferable license to store, use, reproduce, transfer, and display the information you provide to Volvo through the use of My Truck.

3.4 By using My Truck, you agree to:

- (a) If you are a representative of a company, ensure that you have the right and authority to accept these Terms of Use on behalf of the company you represent;
- (b) Ensure that you have the right to use or own the vehicles about which you provide information;
- (c) Ensure that the information provided to Volvo is accurate and up-to-date, including but not limited to information that may be related to changes in ownership of the vehicles about which you provide information;
- (d) Follow any written instructions for the use of My Truck provided by Volvo from time to time; and
- (e) Follow all applicable laws and regulations when using My Truck.

3.5 By using My Truck, you are responsible for maintaining the confidentiality of your account. You agree to always ensure that your user credentials (such as username and password) are kept confidential and secure to prevent unauthorized third parties from accessing your user credentials or your account. You agree to accept responsibility for all activities that occur in your account or with your password. If your password is lost or stolen, or if you suspect unauthorized use of your account by third parties, please notify us and change your password immediately.

4. Personal Data

By providing My Truck, we may process your personal data, and Volvo is responsible for processing your personal data as the data controller. We respect your privacy and are committed to protecting



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your personal data. You can find information about the processing of your personal data at <https://www.volvogroup.com.br/pt-br/privacy.html>.

5. Intellectual property rights

Volvo is the owner and/or authorized user of all design, text, content, information, selection and arrangement of elements, organization, graphics, design, compilation, and other matters related to My Truck and Volvo Services ("**Intellectual Property Rights**"). Your use of My Truck does not grant you a license to the Intellectual Property Rights. Nothing contained in My Truck shall be construed as granting any license or right to use any intellectual property right without the written permission of Volvo or the third-party rights holder.

6. No warranties

6.1 My Truck is provided "as is" and "as available." No representation or warranty, express or implied, is made regarding any aspect of My Truck, including, but not limited to, (i) implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, or (ii) accuracy, availability, and accessibility of My Truck. Additionally, Volvo does not represent or warrant that My Truck is free from errors, viruses, and other harmful materials, nor that My Truck will operate without interruption.

6.2 Volvo makes no representations regarding the accuracy of the data displayed on My Truck or in the Volvo Services.

6.3 My Truck relies on an internet connection. Given the nature of the internet, uninterrupted connection and its speed cannot be guaranteed, and the feature may be occasionally unavailable due to loss of internet connection.

7. Indemnification and Limitations of Liability

7.1 If you misuse, use inappropriately, and/or contrary to any Brazilian legislation, you agree to indemnify and hold Volvo, its executives, directors, shareholders, predecessors, successors in interest, employees, agents, subsidiaries, and affiliates harmless from any demands, damages, losses, liabilities, claims, or expenses (including attorney's fees) against Volvo for your misuse/inappropriate use of My Truck or Volvo Services in violation of these Terms.

7.2 To the maximum extent permitted by law and unless expressly provided otherwise in these Terms or the specific terms of any Volvo Service accessible and provided through My Truck, Volvo shall not be liable for any damage or loss of any kind caused in connection with your use of My Truck or the Services, regardless of how it was caused and whether such damage or loss was foreseeable or not.

7.3 The limitation of liability in Clause 7.2 includes, but is not limited to, liability for any special, indirect, incidental, or consequential damage of any kind, regardless of how it was caused and including, but not limited to, loss of profits, loss of reputation or clientele, loss of production, loss of business or business opportunities, loss of revenue, or anticipated savings, or loss or corruption of data or information.

8. Miscellaneous

8.1 You may not assign or transfer any part of your rights or obligations under these Terms without the prior written consent of Volvo.



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8.2 Volvo may assign and/or transfer all its rights and obligations under these Terms.

8.3 In case of any conflict between these Terms and any terms of use related to a specific Volvo Service, the specific terms of use of the Volvo Service shall prevail.

8.4 If any part of these Terms is deemed invalid or unenforceable under applicable law, including but not limited to the limitation of liability set forth above, the invalid or unenforceable provision shall be deemed replaced by a valid and enforceable provision that best corresponds to the formulations and spirit of the original provision. The remaining Terms shall remain in effect.

9. Term and Termination

9.1 These Terms apply between the Customer and Volvo until terminated by either party, notifying the other party for this purpose, emphasizing that the specific contracts entered into between Volvo and you have their own validity periods and termination conditions, which must be respected.

9.2 In particular, Volvo may terminate these Terms at any time and with immediate effect in case of actual or suspected unauthorized use of My Truck.

9.3 If Volvo terminates these Terms in accordance with Clauses 9.1 or 9.2, you agree that Volvo shall have no liability or obligation to you to the maximum extent permitted by applicable law.

10. Applicable law and dispute resolution

These Terms shall be governed and construed in accordance with Brazilian law, with the venue of the District of Curitiba-PR chosen to resolve any issues not previously resolved amicably by the involved parties.