

MyALD CUSTOMER PORTAL - GENERAL TERMS OF USE

1. OBJECT

1.1 The MyALD Customer Portal is an online information and reporting tool dedicated to the user of vehicles leased between ALD Automotive Private Limited (hereinafter "ALD") and the entity to which such user belongs (hereinafter the "Lessee").

1.2 The present general terms of access and use (hereinafter the "General Terms") set out the terms of access to this tool, of its use and of use of the information provided by this Site (hereinafter the "Content"). By accessing to the Site and/or using its Content, the User recognizes having read and having understood the General Terms and accepts to be bound by each of its provisions.

These General Terms constitute the entire agreement between ALD, the User and the Lessee with respect to the subject matter thereof and supersede any or all prior communications, understandings and agreements between them, whether oral, express or implied relating thereto. These General Terms may be updated by ALD from time to time without notice. We aim to inform Users of any changes in the General Terms, but the User should review the General Terms periodically for changes in the legal information pages of the Site.

1.3 This internet website is published by:

ALD Automotive Private Limited

19th Floor, Tower A, Peninsula Business Park,

Ganpatrao Kadam Marg, Lower Parel,

Mumbai, Maharashtra, India 400013

And is hosted by:

The Site is hosted by:

ALD International

1.4 Definitions:

As used herein, the terms below shall have the following defined meanings:

Affiliated company(ies): means any company, anywhere in the world, which directly or indirectly, through one or more intermediaries "controls" a party, is "controlled" by a party or is under common "control" with a party. With respect thereof, "**control**" shall mean (i) ownership of more than 50% or more of the shares of a company or, if the law of the applicable jurisdiction does not permit such ownership, then the maximum allowable under such law (ii) holding of a fraction of the capital in a company which gives a majority of the voting rights at such company's general meeting (iii) holding of a majority of the voting rights in a company by virtue of an agreement entered into with other partners or shareholders (iv) the fact to effectively determine the decisions taken at a company's general meetings through the voting rights held; (v) the fact to be a partner in, or shareholder of, a company and to have the power to appoint or dismiss the majority of the members of such company's administrative, management or supervisory structures.

User: shall mean the user member of the personal of the Lessee authorized by ALD to access to the Site and to use its Content.

2. ACCESS TO THE SITE

2.1 The User shall procure itself, use and maintain the IT hardware, software and other equipment necessary to access to the Site and to its Content through the World Wide Web. In order to be able to use to the best extent all the functionalities of the Site and of its Content, the User should procure himself and use the latest version of the following software: Acrobat Reader®, Word® and Excel®.

2.2 All the cost necessary to access to the Site and to use its Content shall be borne exclusively by the User.

2.3 The provision of a login and a password is subject to:

- the Lessee's communication to ALD of the list of its personal it authorizes to access the Site and its Content;
- the acceptance of ALD to authorize the User to access to the Site and use its Content.
ALD shall at its sole discretion decide of the position and the maximum number of Users authorized to access to the Site and to use its Content in respect of each Lessee.

Furthermore, the Lessee shall contact ALD for any request to withdraw the access to the Site of a member of its personal that was previously authorized to access.

2.4 To access to the Site the User shall enter the login and the password that have been communicated to him by email by ALD and shall personalize them according to the rules defined in the personalization page of the Site.

2.5 The password is strictly personal and confidential and the User shall be responsible for maintaining its confidentiality. The User shall be responsible of any action requested via the Site, use of Content and, generally, all activity that occurs under the User's login and password. The User shall immediately notify ALD of any unauthorized use of its login and password and of any breach of security. ALD shall not be liable for any loss or damage arising from the User's failure to comply with this article 2.5 and the User shall guarantee and hold harmless ALD of any direct and indirect damage suffered by ALD related to such unauthorized use of its login and password.

2.6 The User can at any time request in written the modification, suspension or cancellation of its login and/or password by contacting lets.drivetogether@aldautomotive.com.

3. CONTENT OF THE SITE

3.1 The Site is an online information and reporting tool dedicated to the User and designed to inform him and facilitate him the use of its vehicle. It also enables the User to store in an electronic format certain documents or files relevant for the User's mobility and use of its vehicle. In any case, the User shall use the Site and its Content in the framework of the performance of the leasing contract between ALD and the Lessee and shall not use them for any other purpose.

Unless explicitly stated otherwise, any new features that augment or enhance the Site shall be subject to General Terms.

3.2 ALD, any Affiliated company and any third party contributor (the "Contributors") shall make their best efforts to ensure that the information displayed on this Site is accurate and up-to-date. ALD, its Affiliated companies and the Contributors reserve their right to amend the Content of this Site at any time, without prior notice. However, they are not able to guarantee that the information herein is complete or that it will not be modified by a third party (for example in the event that this Site was infected by, particularly but not limited to, any kind of malware, in spite of all the precautions taken by them).

3.3 ALD shall do best efforts so that the Site is available 24 hours a day, 7 days a week subject to maintenance operations and potential interruptions.

3.4 The User acknowledges that the technical processing and transmission of the Content and User Content, may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices.

3.5 ALD informs the User that access to the Site and use of its Content may be restricted in certain countries or for some persons. Therefore the User shall ensure that he is legally authorized to access to the Site and to its Content.

4. USAGE RESTRICTIONS

4.1 The User acknowledges that all information, data, text, software, music, sound, photographs, graphics, video, messages and other materials ("User Content"), uploaded or otherwise transmitted by the User on the Site are the sole responsibility of the User from which such Content originated. This means that the User, and not ALD, its Affiliated companies and its contributors, is entirely responsible for all User Content that the User's uploads, posts, emails or otherwise transmits via the Site. ALD does not control the User Content transmitted and, as such, does not guarantee the accuracy, integrity or quality of such User Content.

4.2 The User agrees to not use the Site to:

- a. upload, post, email or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- b. harm minors in any way;
- c. impersonate any person or entity, including, but not limited to, a ALD official, its Affiliated companies and its contributors, or falsely state or otherwise misrepresent his affiliation with a person or entity;
- d. upload, post, email or otherwise transmit any User Content that the User does not have a right to transmit under any law or under contractual relationship;

- e. upload, post, email or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- f. upload, post, email or otherwise transmit any unsolicited or unauthorised advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other form of solicitation, except in those areas that are designated for such purpose;
- g. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, damage, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- h. interfere with or disrupt the Site or servers or networks connected to the Site, or disobey any requirements, procedures, policies or regulations of networks connected to the Site;
- i. intentionally or unintentionally violate any applicable law or regulation;
- j. extract, collect, process, combine or store personal data about other users.

The User acknowledges that ALD has no obligation to monitor the User Content. ALD, its Affiliated companies and its contributors shall have the right (but not the obligation) in their sole discretion to refuse, move or remove any User Content that is available via the Site that violates the General Terms or is otherwise objectionable. The User agrees that he must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content.

The User agrees that ALD may access, preserve, and disclose the User's account information and Content: (a) to its Affiliated companies worldwide for the purpose of providing the Content to the User in an efficient manner; (b) for the purpose of properly administering the User's account in accordance with the standard operating procedures of ALD or its Affiliated companies; and (c) if required to do so by law or in the good faith belief that any such access, preservation or disclosure is reasonably necessary to: (i) comply with legal process; (ii) enforce the General Terms; (iii) respond to claims that any User Content violates the rights of third-parties; (iv) respond to the Users requests for customer service; or (v) protect the rights, property, or personal safety of ALD, its users and the public.

4.3 The User agrees that ALD may establish general practices and limits concerning the User Content, including without limitation the maximum size of any User Content. The User agrees that ALD has no responsibility or liability for the deletion or failure to store User Content. The User agrees that ALD reserves the right to log off accounts that are inactive for an extended period of time. The User acknowledges that ALD reserves the right to change these general practices and limits at any time, in its sole discretion, with or without notice.

5. DISCLAIMERS

To the fullest extent permitted by law and unless precluded by statutory rights of the User, in cases of death or personal injury and in cases of negligence or fraud by ALD, the User expressly acknowledges and agrees that :

- a) The Site, Content and service provided is on an "as is" and "as available" basis.
- b) ALD, its Affiliated companies and the Contributors hereby disclaim any and all direct and indirect liability related to or caused by any delay, error or omission in the Site or Content of the Site, as well as from the use, the interruption or non availability of the Site and/or of its Content.
- c) ALD, its Affiliated companies and the Contributors shall not be held liable for any indirect consequential loss or damage, including but not limited to (i) any damage or loss arising from the use of the Site and/or of its Content, (ii) any damage or loss arising from any transaction carried out on the basis of the Site or of its Content, (iii) any loss of profit, loss of business, or any other loss arising from an interruption to the access to the Site, or (iv) the increase of the fees or charges for accessing the Site and processing its Content.
- d) ALD, its Affiliated companies and the Contributors shall not be liable for any factor beyond their control and for loss or damages that may affect by the technical environment of the User and, but not limited to, hardware, software, telecommunication equipment (modems, telephones,...) and of any other equipment used to access the Site and/or its Content.
- e) ALD, its Affiliated companies and the Contributors do not guarantee, nor shall they be held liable, under any circumstance, for the suitability, fitness for any particular purpose, sequence, accuracy, absence of errors, veracity, topicability, loyal and commercial nature, quality, soundness, non infringement or availability of the Site and Content of the Site.

6. INTELLECTUAL PROPERTY

6.1 The Site and its Content is governed by the international legislation on copyright, trademark and intellectual property in general, as they are applicable to its form (editorial choices, layout, topics, means for accessing data, display, etc.) and to its Content (text, images, figures, etc.). The Content of the Site is the exclusive property of ALD, its Affiliated companies and its Contributors.

By exception to the foregoing provision, certain information or contents uploaded by the User are the property of the User and/or their respective authors.

6.2 Any reproduction, representation, disclosure, diffusion or re-diffusion, of the Site and/or of its Content, in whole or in part, by any mean and on any support is prohibited as well as the sale, resale, distribution retransmission or any other act tending to make such contents available to any third party in any manner whatsoever shall be prohibited. Failure to comply with these restrictions shall constitute a forgery engaging the civil and criminal liability of the forger.

6.3 The User guarantees to ALD that the information he discloses on the Site do not infringe legislation on copyright, trademark and intellectual property in general. The User shall hold harmless and indemnify ALD and any of its Affiliated companies from and against all and any actions, claims, costs, damages, demands, expenses, liabilities and losses (including all interest, penalties and legal and other professional costs and expenses) incurred or suffered by ALD or any of its Affiliated companies, and any damages awarded against the ALD or any of its Affiliated companies, arising directly or indirectly as a result of or in connection with any act or omission of the User in connection with any claim for infringement of the legislation on copyright, trademark and intellectual property in general of a third party.

7. LINKS

The Site may provide hypertext links to other internet sites or resources. ALD shall not be responsible for the availability of such internet sites or resources and shall not be responsible or liable for the contents of such internet sites or resources.

ALD shall not be responsible or liable for unauthorized hypertext links leading to the Site and prohibits creation of hypertext links leading to the Site that have not been expressly authorized in written by ALD.

8. CHARGES

8.1 The access to the Site and to its Content is currently free. Nevertheless ALD reserves the right to charge, at its sole discretion at any moment, fees for the access to the Site, its Content and any additional content or service provided by the Site subject to inform thereof the User in written in advance.

8.2 Should the User not agree with the charging of such new fees, the User shall request ALD to withdraw the User's access to the Site and its Content in accordance with the provision of article 2.

9. SUSPENSION AND TERMINATION

9.1 Unless agreed otherwise between ALD and the User, the access and use period of the Site and of its Content shall not exceed the lease period of the User's vehicle agreed between ALD and the Lessee.

9.2 ALD may at its sole discretion at any time and with immediate effect suspend or terminate the access of the User to the Site and to its Content, in the event that :

- (i) the User commits a breach of the terms and conditions of these General Terms;
- (ii) the User has not accessed to the Site for a period of more than 9 months;
- (iii) the access to the Site or the use of its Content by the User will result in a risk for the IT system of ALD or of its Affiliated companies;
- (iv) a non authorized third party has accessed to the Site or its Content with the password of the User.

9.3 Furthermore ALD reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Site, access to its Content and services (or any part thereof) with or without notice. The User agrees that ALD shall not be liable to the User, the Lessee or to any third party for any such modification, suspension or discontinuance of the Site, access to its Content and services.

Notwithstanding the foregoing, ALD shall do best efforts to inform the User thereof with a 30 day notice.

10. CONFIDENTIALITY

10.1 The User shall not, without ALD's prior written consent, disclose and/or otherwise transfer to a third party any confidential information to which such User accessed by mean of the Site or of its Content. For the avoidance of doubt, such confidentiality obligation shall not apply to the User's Content.

10.2 The User expressly acknowledges and agrees that any information (including personal information), Content and User's Content may be disclosed and/or otherwise transfer to the Lesse and any Affiliated company of the Lessee.

10.3 ALD may disclose and/or otherwise transfer to any of its Affiliated companies all or part of the information (including personal information), Content and User'sContent or the Lessee.

11. DATA PROTECTION

11.1 Collection

ALD may as a result of the User's interaction with the website collect directly or indirectly nominative personal information about such User, sometimes through the use of on-line or off-line forms. This information will be stored in and processed by ALD and/or its named providers or consultants information systems. The providing of some personal data may be mandatory in order to process the User's requests. If so, mandatory fields will be marked with an asterisk or any equivalent.

11.2 Use

The data collected are to be used for the purposes described in article 1 and 3 and for the performance of the services provided to the User and/or the Lessee.

Personal data, which may enable indirect identification, may also be collected and processed in order to better manage the User's connection and browsing (see below for information on Cookies).

11.3 Communication with third-parties

Personal data collected can, as expressly agreed upon, be shared with Affiliated companies, as well as to its partners, brokers and insurers as well to its subcontractors to the extent necessary for the fulfillment of the services.

11.4 Processing security

ALD takes appropriate physical, technical and organisational measures needed to ensure the security and confidentiality of personal data, particularly in view of protecting it against loss, accidental destruction, alteration, and non authorized access.

11.5 Application of European regulations on the transfer of personal data outside the European Union With respect to the international nature of Société Générale Group, and in order to optimize quality of service, the communication of information mentioned above may involve the transfer of personal data to countries from outside India, whose legislation on the protection of personal data is different from that within India. Throughout the entire length of the present relationship and performance of the services, ALD may entrust certain services with operational functions to service providers chosen for their expertise and reliability outside India to provide targeted and limited IT services (tests, developments, IT maintenance).

11.6 Rights of access, modification and objection

The User is entitled to access his personal information and to have it a mended, updated or deleted, where such information is incorrect, incomplete or outdated. The User may also, on legitimate grounds, object to the processing of the User's personal information. Such objection may, however, prohibit ALD from providing the access to the Site, to its Content and the requested service. Anyone, without having to justify his/her decision, may refuse that any information pertaining to her/him is used, or communicated to, any third party for commercial purposes.

The User may exercise his right to access, rectify and object to the use of his personal information by contacting ALD at the following address: lets.drivetogether@aldautomotive.com

11.7 ALD informs the User that "cookies" are used.

Such "cookies" are stored in the User 's computer to authenticate and facilitate the User 's browsing and to build statistics. A "cookie" stores information concerning the User's browsing on this website (pages already accessed, time and date, etc.) to which ALD may access during the User's forthcoming visit to our Site. There are no third-party cookies on the Site.

To prevent this storage, the User shall modify the current configuration of its web browser as follows:

For Microsoft Internet Explorer 6 and more: the User shall:

1. Choose Tools / Internet Options in the menu bar.
2. Click on the Security tab and then on the 'advanced' button.
3. In the cookies menu, choose the option that suits best. The User shall can opt for automatic management of cookies (default) or place a check in the box by "Override automatic cookie handling" and then select "Refuse" in "First party cookies", and in "Third party cookies". Finally select "Always allow session cookies" and press "OK".

Google Chrome 45 and more: the User shall:

1. Click tab Customize and control Google chrome.
2. Click setting select Advance Setting.
3. Click on content setting.
4. Under Cookies select "Allow local data to be set"

For Firefox 2 and more: the User shall:

1. Choose Tools / Options in the menu bar.
2. Select the Privacy category.
3. Then click on Cookies, select "Keep Cookies:"and choose "Until I close Firefox" and press "OK".

For Safari: the User shall:

1. Choose Preferences from the Safari menu and click Security
2. Click Always to accept and remember all cookies. Click "Only from sites you navigate to" to prevent storing cookies that come from websites other than those the User's open. Select this option to prevent advertisers on websites the User visit from storing cookies on the User's computer.

To see the cookies the User has accepted, click Show Cookies. The User can then remove cookies.

For Netscape 7.02 and more: the User shall:

1. Choose Edit / Preferences in the menu bar.
2. Select Confidentiality and Security.
3. Select Cookies and then click on "Accept cookies from the originating website only" and on "Accept for current session only".

For Opera 26 and more: the User shall:

1. Click on Settings.
2. Quick Preferences.
3. Edit Site Preferences.
4. Select Cookies.

In the cases where the User should use a subsequent version of these browsers or another browser, the User shall refer to the terms of use of such browser.

12. MISCELLANOUS

12.1. The User shall not assign or transfer any rights or obligations under these General Terms without the prior written consent of ALD. ALD shall be entitled to assign or transfer any or all of its rights and obligations (without the User's prior consent) to any third party or any of its Affiliated companies.

12.2 ALD, the User and the Lessee are independent contractors for purposes of the General Terms and shall not be deemed to have any other relationship, including without limitation, that of joint ventures, partners or joint employers. Neither shall be construed as the other's agent and neither is implicitly authorized to commit the other to any obligations to third parties except as may be otherwise expressly agreed.

12.3 If one or more provisions of the General Terms are inoperative, invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions herein shall not be affected thereby. Further, the parties hereto shall negotiate in good faith to amend the General Terms to implement the intentions set forth herein.

12.4 The failure to exercise or delay in exercising a right or remedy under the General Terms shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under the General Terms shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1 The General Terms shall be governed and construed in accordance with the substantive laws of India.

13.2 In the event of any dispute exclusively arising out of or in connection with the General Terms, the parties shall try to settle the dispute amicably. Should the dispute not be settled amicably, it shall, be settled by the parties by submitting their entire dispute to the exclusive jurisdiction of the Court in Mumbai;