

Terms and Conditions

General

Last updated: 24 May 2021

This application ("App") is developed and copyrighted by Autoliv Development AB ("Autoliv") and aims to improve overall road safety. Driver profiles are created based on information collected from the mobile device to provide drivers with actionable insights into their driving behavior. Anonymized data is used to improve road safety products and algorithms.

These terms and conditions ("Terms") apply to this App and are basis for all your use of the App.

Practical Info

Account & Data Deletion

At any time, you can request to delete your account and uninstall the application. Deleting your account will remove all identifiers collected.

Going Off the Grid

To temporarily stop any collection of information, just uninstall the App or turn off geo location services on your device for the App.

Transparency

Context detections, moments and the profile segments assigned to you are visible in the App.

Sensor Data Used

The App uses accelerometer data, gyroscope data and continuous real-time location (based on information provided by your device Operating System).

License

Autoliv hereby grants you a personal, non-exclusive, non-transferable, revocable license to use the App for your personal, non-commercial use and only on an Apple or Android device (“Device”) as permitted by the applicable platform terms and in accordance with these Terms All other rights in the App are reserved by Autoliv.

Intellectual Property

The Autoliv name and logo, and other Autoliv trademarks, service marks, graphics and logos used in connection with the App are trademarks of Autoliv. Other trademarks, service marks, graphics and logos that may appear or be used in connection with the App are the trademarks of their respective owners. The trademarks may not be copied, imitated or used, in whole or in part, without the prior written permission of Autoliv or the applicable trademark holder. The App and the content featured in the App are protected by copyright, trademark, patent and other intellectual property and proprietary rights which are reserved to Autoliv and its licensors.

Use of the App

You acknowledge that your agreement with your mobile network provider (“Mobile Provider”) will apply to your use of the App. You acknowledge that you may be charged by the Mobile Provider for data services while using certain features of the App or any such third party charges as may arise and you accept responsibility for such charges. If you are not the bill payer for the device being used to access the App, you will be assumed to have received permission from the bill payer for using the App.

You acknowledge that where you use services provided by Apple or Google (or any other third parties) in connection with your use of the App, you will be subject to Apple’s, Google’s (or the applicable third party’s) terms and conditions and privacy policy and you should ensure that you have read such terms.

Prohibited Uses & Termination of Use

You may not use the Application for any illegal or unlawful activities including, without limitation, as a driver of a motor vehicle without proper registration, insurance and driver's license.

You may not to use the App in any way that:

- is unlawful, illegal or unauthorized;
- is defamatory to any other person;
- is obscene or offensive or hazardous to people or property;
- infringes any copyright, database right or trade mark of any other person;
- is likely to or risks disrupting our service in any way; or
- constitutes, advocates, promotes or assists an unlawful act such as (by way of example only) copyright infringement or computer misuse or traffic violations.

We reserve our right to terminate the use of the App at any time and at our discretion. Any right to extraordinary termination shall remain unaffected (in particular in case of your breach of these Terms).

Exclusion of Representations, Warranties or Other Liability

Autoliv provides the App on an 'as is' and 'as available' basis without any representations, warranties or other liability, whether express or implied. In particular Autoliv does not warrant, make any representation or assume any liability regarding the performance, validity, accuracy, reliability or availability of the App or its content.

To the maximum extent permitted by applicable law, Autoliv hereby excludes all representations, warranties and other liability, whether express. implied or other, including any representations, warrants and other liability that the App is fit for purpose, of satisfactory quality, non-infringing, free of defects, able to operate on an uninterrupted basis, that the use of the App by you is in compliance with laws or that any information that you transmit in connection with this App will be successfully, accurately or securely transmitted.

Limitation of Liability

Nothing in these Terms shall exclude or in any way limit Autoliv's liability for death or personal injury caused by its negligence or for fraud or any other liability to the extent (if any) the same may not be excluded or limited under applicable law.

To the maximum extent permitted under applicable law, in no event shall Autoliv be liable to you with respect to use of the App and/or be liable to you for any direct, indirect, special or consequential damages including, without limitation, damages for loss of goodwill, lost profits, or loss, theft or corruption of your information, the inability to use the App, device failure or malfunction.

Autoliv shall not be liable even if it has been advised of the possibility of such damages, including without limitation damages caused by error, omission, interruption, defect, failure of performance, unauthorized use, delay in operation or transmission, line failure, computer virus, worm, Trojan horse or other harm.

Links To Other Web Sites / Services

Our Service may contain links to third-party web sites or services that are not owned or controlled by Autoliv. Autoliv has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that Autoliv shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will if reasonably possible provide at least 15 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole reasonable discretion.

Miscellaneous

To the fullest extent permitted by applicable law, these Terms shall be governed by the laws of Sweden without reference to conflict of law provisions. The provisions of the UN Convention on Contracts for the International Sale of Goods shall in no event be applicable.

To the fullest extent permitted by applicable law, the district court of Stockholm shall have exclusive jurisdiction for all disputes arising from these Terms.

Should any provision of these Terms be or become ineffective or invalid, the rest of the Terms shall remain valid.

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Privacy Policy

Last updated: 24 May 2021

This ('Application') is developed and owned by Autoliv Development AB, Wallentinsvägen 22, Vårgårda, 447 37, Sweden (hereinafter referred to as "Autoliv", "we" or "us") and the application is distributed and made available to you by the entity who enabled you to download or otherwise distributed the Application to you (hereinafter referred to as Distributor").

For clarity, Distributor and their other business partners' and service providers' possible processing and other use of your data is subject to the terms and conditions including, without limitation, privacy policy between you and said Distributor and its other business partners or service providers. Further, Distributor and its other business partners or service providers are responsible for all such processing and other use of said data and Autoliv takes no responsibility, and instead disclaims all liability, for any such processing and use on the part of Distributor or its other business partners and service providers.

We comply with data protection legislation such as the EU General Data Protection Regulation, which regulates the processing of personal data relating to you and grants you various rights in respect of your personal data. The aim of this Privacy Policy is to inform you about how we will use your personal data you provide through this Application and about your rights. Please read it carefully before you proceed.

A. Use of Personal Data in Connection with the Application

I. What is Personal Data?

For the purposes of this privacy policy personal data is defined as under the Regulation (EU) 2016/679 (General Data Protection Regulation) for EU residents, it in particular means information which identifies you as an individual, whether directly or indirectly through the combination with other information held by Autoliv and/or any other party.

II. Downloading the Application

1. You can download the Application as distributed by Distributor onto your mobile device from the respective app store (e.g. AppStore, Google Play Store). When you download the Application all personal data that is necessary to facilitate the download will be transferred to the app store you are downloading the Application from. This especially applies to your username, email address, account number, time of download, payment information (if any) and unique device number.
2. We do not have any influence on this collection of data by the app store and we are not responsible for it. We solely process this data to the extent necessary to download the Application onto your mobile device. We do not otherwise store or use this data.
3. We might use different ways to get credentials for the Account creation; sometimes it will be based on user provided user name and password, share age etc. Sometimes, after a successful BankID or the like, we will transfer the credentials from the Distributor.

III. Installing the Application

1. In order for you to use the Application, a user account with Autoliv will be required for you. This requires you to provide credentials, to confirm that you do not fall under the age restriction, country of residence and to choose a password and a username. You do not have to use your real name as username. We allow a pseudonymized use of the Application. We also verify that you are a customer of Distributor before giving you access to the application. Alternatively, and depending on the Distributor,

your Autoliv user account may also be created by the Distributor providing Autoliv with your user name and password after you have performed a sufficiently secure form of identification, such as BankID based identification.

2. In certain cases, depending on the Distributor, Autoliv may also receive certain information required by the Application and for its intended operation directly from the Distributor. This may include, for example:
 - i) your mobile phone number, so as to enable the sending of SMS messages to you directly from the Application,
 - ii) information about your domicile, so as to geographically place your general use of the Application;
 - iii) information about your possible customer relationship with or participation in customer campaigns of the Distributor, so as enable you to participate in the same through your usage of the Application;
 - iv) information about the expiry of your possible customer relationship with the Distributor, so as to determine when your therewith associated right to use the Application may expire; or
 - v) other like adequate, limited and relevant information required for the operation of the Application as intended.

If and to the extent Autoliv receives such information, including personal data, from the Distributor, Autoliv will treat it with the same degree of care and as Autoliv treats the information, including personal data, collected directly from you by Autoliv.

3. After verification of your user account, Autoliv will store an ID number which it will use for automated profiling as explained in section IV below.
4. Furthermore, we store and process information that you voluntarily provide to us (e.g. information about your vehicle), unless you delete this information. We also store and process data we get from Distributor for the purpose of delivering the application to you and to Distributor.
5. You may change some of the information using the settings function at any time.
6. You can delete your account and uninstall the application at any time. If you delete your account, we will remove all identifiers we collected, so that we can no longer link your data to you.

IV. Using the Application

1. Technical Information

To enable you to use the Application and to make its functions available to you, we collect, store and process the following information: type of device, type of operating system, type of mobile browser, and the like. Further, depending on your device make and type and your permissions, Autoliv may also collect the following data supplied by the device's operating system: Bluetooth information and battery information.

2. Usage data

1. Location data

When first installing the Application we ask you to allow that we may collect and use your location data even when you are not actively using the Application. If you click "Don't allow"

you will not be able to use the functionality that require geolocation tracking. If you click “Allow” your geolocation information is regularly transferred to us. We use your real-time and previous location data to create a profile of your location and movements (“Trips”). You can stop the collection of your real-time location data by changing the operation system settings of your device. Please be aware that stopping the collection and use of your location data may result in your profile becoming non-operational, inaccurate and/or unreliable. To stop any further collection of information without removing all identifiers of information you previously collected, uninstall the Application but keep your account. Download the Application again and reuse your account when you want to continue collecting information. This will allow you not to track individual Trips or all Trips during a particular period of time.

2. Motion & Fitness Activity Information

When first installing the Application we ask you to allow that we may collect and use your motion and fitness activity information. If you click “Don’t allow” you wish to disable the use the functionality that require your motion and fitness activity information. If you click “Allow” your motion and fitness activity information is regularly transferred to us. Depending on your device make and type and your permissions, Autoliv may collect the following data supplied by the device’s operating system: activity information, step detection and step count. We use this data to create a profile of your movements. You can restrict or enable the types of data collected in the settings of your operating system.

3. Application use-related data; Sensor Data

We also collect, store and process information on your use of the Application, accelerometer data and gyroscope data (“Sensor Data”). You can restrict or enable the types of data collected in the settings of your operating system.

B. Purpose of collection and use of usage data

I. General

The overall purpose of the application is to increase road safety. Autoliv collects and uses usage data for the following specific purposes:

Purpose	Legal Ground
to build user profiles that can be used to increase overall road safety for example by providing feedback on driving style (e.g., through the provision of an overall Safety Score, its sub-scores and other relevant information).	Agreement / Terms and conditions – It is necessary for the performance of our agreement / terms & conditions with you.
to share: i) your overall Safety Score; ii) its sub-scores; and iii) geographical route information for the trips underlying said scores, with those third party service providers, which you have linked to your account by entering an activation code provided to you by such third party service providers. <i><u>For clarity, any further processing of data so shared (if any) is performed under the sole responsibility of Distributore or other relevant third party service providers and we recommend you consult their privacy policy, and other relevant agreements you may have with them, in particular with regards to their processing purposes and retention practices.</u></i>	User’s consent – Your consent is required for us to share this data. You give your consent in connection with the entering of the activation code provided to you by a third-party service provider in the Application. Currently you can only withdraw your consent by uninstalling or deleting the Application and your account as further described in Section B IV. (Stopping the Collection and Use of Data; Deletion of Data) of this privacy policy.
to build user profiles that may allow Autoliv to detect places you visit and frequent, when and by what means	Legitimate interest - It is necessary to achieve our legitimate interests to

you are travelling and to make an estimated guess of your age, gender and routine behavior, which are taken into consideration to build more accurate user profiles.

properly base your user profile on correct and meaningful data that define you as a driver.

to send you adequate information regarding the Application, for example information about updates and new features.

User's consent – Your consent is required for us to process this data. You provide consent separately, but it is entirely voluntary to give such consent.

to respond to your comments and problems.

Legitimate interest - It is necessary to achieve the legitimate interests in order to optimize the solution and resolve issues and feedback quickly.

for Autoliv's data analysis to increase road safety.

Legitimate interest - It is necessary to achieve the legitimate interests to over time improve the algorithms giving you the driving insights as to continually improve on quality and speed of service.

Research and development activities for purposes compatible to those listed above

Legitimate interest - It is necessary to achieve the legitimate interests to over time grow the service and create more value for you and other end users.

to investigate potentially unlawful use of the application.

Agreement / Terms and conditions – It is necessary for the performance of our agreement / terms & conditions with you.

to refine the algorithms that detect transportation modes.

Legitimate interest - It is necessary to achieve the legitimate interests in better detecting when you drive a car and thereby increase quality of service.

to find battery-efficient triggers for the start and stop of transport detection logging.

Legitimate interest - It is necessary to achieve the legitimate interests in order to optimize the hardware for the service used.

to conduct analytics in order to improve the profiling algorithms and Application.

Legitimate interest - It is necessary to achieve the legitimate interests in order to create more safety features that will benefit you and the other end-users.

II. Sales and Marketing Purposes

Autoliv may also use your pseudonymized profile to build an interactive map and may share such map with third parties for sales presentation purposes.

III. Relevancy

Autoliv only collects personal data that is adequate, relevant and limited to what is necessary for the above purposes. Collection and processing of real-time and continuous location data is necessary to build a sufficiently accurate profile.

In order to improve its profiling algorithms, Autoliv may request and collect your feedback on assumptions made by Autoliv based on the collected information. You may answer to our requests for feedback voluntarily. If you do choose to answer to our requests, we will use the information you provided to improve our profiling algorithms.

IV. Stopping the Collection and Use of Data; Deletion of Data

You may at any time immediately stop any collection and processing of personal data by Autoliv by uninstalling or deleting the Application and your account. In this case Autoliv will not keep any personal data of you. Uninstalling the Application will also delete the ID number from your mobile device.

C. Transfer of Data to Third Parties and International Transfer of Data

I. We may disclose:

1. Your: i) overall Safety Score; ii) its sub-scores; and iii) the geographical route information for the trips underlying said scores, with Distributor and those third party service providers which you have linked to your account by entering an activation code as described in further detail in Section B (Purpose of collection and use of usage data) of this privacy policy; and
2. your personal data to Distributor and the third-party service providers (data processors) who process your data on our behalf. Autoliv's third party service providers (data processors) include development hubs and service providers, hosting providers (including Amazon Web Services), and providers of data analysis, IT services, and other similar services requested by Autoliv to provide the Application to you. Any data processing on our behalf complies with the applicable laws.

II. Except as set forth above, we will not transfer your personal data to third party recipients, unless you consent to such transfer of data or such transfer is permitted or required under applicable law.

III. Personal data will be stored and processed within the European Economic Area ("EEA"). When personal data is transferred outside the EEA, appropriate safeguards (e.g. EU model clauses, Privacy Shield) will be used to ensure an adequate level of protection of your personal data.

IV. Transfers only relate to personal data which is adequate, relevant and limited to what is necessary in relation to the purpose for which it is transferred.

D. Security, reliability and retention of information

I. Security

1. Autoliv has implemented appropriate technical and organizational measures, which are designed to implement data-protection principles (such as transparency) in an effective manner and integrated the necessary technical safeguards into the processing in order to protect information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to personal data, and against all other unlawful forms of processing.
2. For the avoidance of doubt, Autoliv defines pseudonymous data as personal data processed in such a manner that they can no longer be attributed to you without the use of additional information, which Autoliv keeps separately and subject to technical and organizational measures to this effect.

II. Reliability

Autoliv takes reasonable steps to ensure that any personal data in its possession is accurate, current and reliable for the purposes set out above.

III. Retention

Autoliv will only retain your personal data for the minimum period necessary to serve the purposes as set out above, unless a longer retention period is required by law. Non-personal data may be retained without limitation in time.

E. Your rights

1. I. In respect of the collection and use of your personal data, you may:
 - withdraw your consent at any time, for example, by de-installing the Application or by changing the above mentioned settings of your operating system;
 - ask Autoliv whether it processes personal data about you, for which purposes, the categories of personal data concerned, to which categories of recipients the information has been disclosed, where possible, the envisaged period, for which the personal data will be stored (or, if not possible, the criteria used to determine that period);
 - inquire with Autoliv about the appropriate safeguards relating to the transfer of personal data outside the EEA (if applicable);
 - ask Autoliv for a copy of the personal data undergoing processing (including for data portability purposes)
 - have possible inaccurate data rectified;
 - object against the further processing and request erasure of your personal data;
 - request that the processing of your personal data is restricted by Autoliv;
 - request not to be subject to a decision based solely on automated processing, including profiling, which would produce legal effects concerning you or would similarly significantly affect you;
 - ask to receive your personal data in a structured, commonly used and machine-readable format and to transmit those data to another controller without any hindrance from us.

II. In order to exercise your rights, you should send Autoliv a letter on the address provided below or an e-mail to alv-dataprivacy@autoliv.com with a copy of your identity card or other proof of your identity. Autoliv will undertake the necessary action without undue delay and provide information on action taken (or the absence of any such action) within 30 days as of receiving your complaint.

Autoliv Development AB
Wallentinsvägen 22;
Vårgårda, 447 37;
Sweden

III. You may also lodge a complaint with a supervisory authority in case of a breach of the applicable privacy laws.

F. Data controller information

Autoliv Development AB
Wallentinsvägen 22;
Vårgårda, 447 37;
Sweden

G. Amendments

Autoliv reserves the right, in its sole discretion, to amend this Privacy Policy at any time by posting amendments on its website. You will be notified about any significant changes in advance.

H. Contact Us

If you have any questions about these Terms, please contact us under alv-dataprivacy@autoliv.com