



## LICENCE AGREEMENT AND TERMS OF USE – MASERATI APP

This Licence Agreement and Terms of Use applies to all persons using the Maserati App (the “**App**”), as well as the services provided through the App by Maserati S.p.A., with registered offices at Modena (MO), Viale Ciro Menotti 322, 41121, Italy (“**Maserati**”) (the “**User/s**”).

The services offered by Maserati through the App allow Users to create accounts, use the Service Booking and Quick Car Guide functionalities, provide information on Users’ vehicles, contact Maserati’s emergency services, receive information from Maserati on promotions, exclusive offers and/or special invitations reserved for Maserati owners and fans and receive marketing, promotional and advertising communications (the “**Services**”).

By downloading the App and using these Services, the User declares to having read and accepted this Licence Agreement and the Terms of Use of the App (jointly, the “**Contract**”).

This Contract, together with the Privacy Policy available ([here](#))– which forms an integral part of the Contract – govern the use of the App by Users.

### 1. EXECUTION OF THE CONTRACT

By downloading the App and – according to the app store from where the App is downloaded – by clicking the “Install” button (or similar), Users signal their intent to enter into the Contract, which determines the execution of the Contract with the User.

In order to complete the registration procedure, and therefore activate the App, the User will receive a link via an e-mail message sent to the e-mail address provided. This is aimed at confirming the User’s e-mail address and completing the registration. Users are able to activate the App at any time by clicking on this link; however, please note that Users will not be able to access any Services until they have confirmed registration in this manner. The Contract will be deemed as entered into on the moment and place where the User confirms their registration. By means of this conduct, as well as by using the App’s Services, the Users declares to accept the Terms of Use included in this Contract. Users who do not intend to accept the Contract or those Terms of Use are therefore asked not to download the App, confirm the registration and/or use the related Services.

By means of this conduct, as well as during the App installation process and by using the App itself, the User declares to accept the Terms of Use provided for in this Contract. Users who do not intend to accept the Contract are therefore asked not to download the App and/or use the related Services.

Users may download the App from available app stores (e.g., App Store and Google Play) in order to install and use the App on mobile devices, such as smartphones and tablets.

### 2. ACCESS AND USE OF THE APP AND SERVICES

Users who complete their prior registration will have access to the App Services, as better defined hereafter in this Contract, through mobile devices. Through the registration process, the User will provide personal data, such as, for example, their name and surname, date of birth, mobile phone number, the dealer where their car was purchased and e-mail address. These personal data are processed through the App according to the terms of the Privacy Policy, available [here](#).

Access to and use of the Services, as well as registration to access and use the App, are free of charge. However, due to the fact that use of the App requires the mobile device to access a wireless or mobile data network, network providers may charge fees for this access.

Moreover, since Users are able to share their location via the App by means of their mobile device’s GPS system, standard fees applicable to the use of this system may be charged by third parties. Users will remain solely responsible for any fees, costs or expenses charged to the User by third parties. Functioning of wireless networks accessed by Users through the App remains in the sole concern and responsibility of those Users.

Users hereby commit to provide accurate, real and complete information (the “**Content**”) through the App, and to keep all Content provided up to date. Users will be solely responsible for the truthfulness and accuracy of the Content provided, and also for any damages caused by non-compliance with this obligation.

In the event that Users become aware that Content provided to Maserati during registration is incorrect, Users may simply modify them in the relevant section of the App.

Users are granted a licence to use the App. The App is not sold to Users, and is to be used only according to the Terms of Use indicated in this Contract.

Users, therefore, hereby commit to use the Services in line with their technical characteristics and specifications and in compliance with the provisions of this Contract, as well as in accordance with applicable laws, regulations and practices. Users also hereby commit to immediately notify Maserati of any violations or unauthorised use of the App made from their mobile devices. Maserati is not responsible for any damages which Users may suffer due to use of the App by third parties, whether Users are aware of that use or not, nor for improper, unauthorised or illegal use of the App.

In case of violations of the above, Maserati may – at its own discretion – cancel, remove or modify the Content or Users’ ability to access the App, suspend or terminate the provision of the Services, and perform any other action that it deems appropriate, from time to time.

Maserati does not guarantee continuous and uninterrupted access to the App and, consequently, to the Services, which may be affected by factors beyond its control. Access to the App may be suspended and/or interrupted at Maserati’s discretion, including (but not limited to) due to various technical reasons, matters of business strategy and/or related to Maserati objectives, force majeure or unforeseeable circumstances, as well as breaches of User obligations included hereinafter, without any liability on Maserati’s part towards Users.

Maserati will not be liable towards Users or third parties for the closing of the App utilised by Users or suspension/termination of the Services.

### 3. DURATION OF THE CONTRACT

This Contract is not set to a fixed term. Its duration is equal to the User’s duration of use of the App or the period in which the App is made available by Maserati to the User.

### 4. TERMINATION

Users may terminate the Contract (and therefore cease using the App) at any time, by deleting the App from their mobile devices, the terms of this clause notwithstanding. Where the Users’ access to the Services is terminated, Users will remain bound by the obligations of this Contract and by any additional conditions, including guarantees issued by those Users and applicable exclusions and limitations of liability.

Furthermore, the deletion or deactivation of the App from any mobile device of the User, as well as its blocking, does not automatically determine exoneration from any obligations related to compensation or User liability regarding Unauthorised Use of the App, as better described in Section 5, below.

Maserati will not be held liable to the User or third parties for any termination of access on the Users’ part.

This Contract will be immediately terminated if Users do not fulfil any of the obligations included in this Contract.

### 5. GRANT OF LICENCE FOR USE OF THE APP SERVICES. UNAUTHORIZED USE. INTELLECTUAL PROPERTY

The User acknowledges and accepts that the Services provided by Maserati through the App are meant exclusively for personal and non-commercial use.

Maserati, under the terms of this Contract, hereby grants to Users the non-exclusive, personal and non-transferable, non-sublicensable, free of charge, indefinite right to install and use the App in order to have access to Services offered by Maserati through the App.

It is prohibited for minors under 18 years to use the App, unless prior consent of their parents or other legal representatives is given.

Maserati and/or its licensors are the sole owners of all rights related to the App and its source code, software structure and organization, including copyright, trade secrets, intellectual property rights and any other rights related to the App.

Users may not, within the limits of the applicable law:

(i) copy, distribute, publish, carry out reverse-engineering activities, decompile, modify or translate the App or attempt to access the related source code in order to create products derived from the App's source code, or for any other purposes;

(ii) sell, assign, sub-license, transfer, distribute or lease the App or distribute or sell the data and information received through use of the App;

(iii) make the App available to third parties through electronic communications networks, or by any other means;

(iv) use the App unlawfully or in a manner contrary to the applicable laws and regulations;

(v) alter or remove copyright, information, logos and any other ownership and/or information contained within the App;

(vi) use any automatic or manual means, devices, processes, software, programmes, algorithms, methodologies or routines, including (but not limited to) "robots", "spiders" or other processes or similar functionalities, in order to interfere, or attempt to interfere, with the App or its functioning;

(vii) use the App and the Services for any illegal, obscene, offensive, injurious, harassing or improper purposes, or for any other purpose prohibited by the Contract (jointly defined as "**Unauthorised Use**").

In the event of Unauthorised Use of the App or Services contained in the App by Users, Maserati reserves the right to block those Users' use of the App, by any means necessary to prevent such Unauthorised Use. Maserati reserves the right to determine, at its sole discretion, which uses of the App made by Users may be deemed as Unauthorised Use.

Maserati and its licensors reserve any rights not expressly attributed to the User under this Contract and retain ownership of all rights to the App and the Services.

Ownership of the App and any improvements, updates, modifications or integrations of the App, as well as all copyright, patents, commercial information, trademarks and any intellectual property rights represented in the App, remains with Maserati or third parties as legitimate owners.

Users will be solely liable for any damages, costs or expenses resulting from Unauthorised Use. If Users becomes aware of Unauthorised Use carried out by third parties, Users must immediately notify Maserati of this and provide assistance as needed to investigate the matter.

The term "Maserati", as well as any registered trademarks, distinctive signs and domain names used by Maserati from time to time through the App (the "**Trademarks**") are trademarks, distinctive signs and domain names of Maserati and / or their licensors and / or their legitimate owners. These entities are the holders of all rights related to the Trademarks. Users acknowledge that use of the App and the Services will not result in Users acquiring any rights over the Trademarks. In no case may Users use the Trademarks without the prior written consent of Maserati. Furthermore, Users may not carry out any activities which may breach the rights, including intellectual property rights, of Maserati over the App or the Trademarks, or carry out any activities which could damage the image of Maserati, its employees, collaborators and consultants.

Save for Content provided by Users, or which is linked to / sourced externally in relation to the App, all information and materials appearing as part of the App (including text, graphics, icons, software and logos) are owned by Maserati or its partners holding the related rights.

## **6. EXCLUSION OF WARRANTIES.**

To the extent permitted by the applicable law, Maserati does not provide any warranty, expressed or implied, in connection to the App, which is provided "as is" and "as available". Maserati does not make any representation or warranty of any kind as to the App's quality, suitability for a particular purpose, completeness and/or accuracy.

Except where expressly stated in the Contract, neither Maserati nor its providers or distributors grant any specific warranties related to the App or the Services.

Regardless of Maserati's efforts to provide User with high quality and safe services, Maserati does not guarantee that the provision of the Services through the App will be uninterrupted, timely or error-free, that any flaws within the App will be corrected, or that the App is free of viruses or bugs.

Maserati reserves the right to suspend, interrupt, modify, remove and add to the Services and the App at its own exclusive discretion, with immediate effect and without any obligation of prior notification or information, for the purposes of management, maintenance and/or updating necessities regarding the Services and the App. Maserati will not be held liable for damages suffered by Users as a consequence of such actions taken by Maserati.

Updates to the App may be issued from time to time through dedicated channels. Users may not be able to use the App, in whole or in part, before downloading the latest version of the App and accepting any new terms and / or conditions of use which may apply.

## **7. REPRESENTATION AND WARRANTIES OF USERS**

Before using the App and during use of the App, Users hereby represent, warrant and agree as follows:

(i) Use of the App and Services is carried out at Users' sole choice, discretion and risk;

(ii) Personal data provided by Users to Maserati in order to use the App and Services will be processed in compliance with the App Privacy Policy, available [here](#).

(iii) Use of the App and Services by minors must be expressly authorized by the minors' parents holding parental responsibility, or by the legal guardian(s) representing the minor.

Users are solely responsible for the telecommunications networks and Internet access services needed in order to use the App, and Maserati will not be held liable for any defects related to such network and access services.

Users agree to provide accurate, complete and truthful Content via the App, and will be solely liable for the truthfulness and accuracy of that Content, as well as for any damages caused by non-compliance with this obligation.

Users represent and declare to be solely responsible for use of the App and Services through their own devices.

## **8. LIMITATION OF LIABILITY**

Maserati will not, under any circumstances, be held liable for the correctness of the information provided by Users through the App and Services. Use of the Services is entirely at Users' risk. Furthermore, Users will be solely responsible for the specific means by which they use the Services which are governed by this Contract. To the extent permitted by applicable law, Maserati will not be held liable for any direct, indirect or consequential damages (including damages for lost profits, interruption of business, loss of business information, or any other pecuniary losses) or losses arising from the use (or incorrect use) of the App or the Services.

Maserati's liability for losses and/or damages suffered by means of the App and Services will be limited to the obligation to delete the content or material causing those losses / damages within a reasonable amount of time.

There is the possibility that hackers may gain access to the App, altering the App's content and introducing damaging materials in the App (e.g., viruses, worms, corrupted files). In these cases, Maserati will not be held liable in any manner for damages, losses or modifications caused to Users or third parties.

Maserati will not be held liable, in any case, for any damages or injuries suffered due to the lack of continuity, availability, reliability or usability of the App or the Services and, in particular, by way of example, errors regarding access to the App.

Likewise, Maserati will not be held liable in any way for any non-compliance, harm or damages caused by third parties which Maserati engages in order to provide certain services (e.g., in maintenance operations carried out at Dealers).

The App has not been programmed to be used while Users is driving. Consequently, Users acknowledge that Maserati will not be held liable for any damages suffered by Users or third parties due to willful misconduct or negligence on Users' parts, where the App is used while driving, in violation of this provision.

When the applicable law does not allow full exclusion or limitation of warranties and/or liability towards Users, the limitations referred to above shall apply to the extent permitted.

Users, by accessing the App, declare to accept the application of Italian law, as indicated in Section 15. In particular, Maserati does not guarantee, in any way, that the content of the App complies with the regulations in force in other countries. It is expressly forbidden to access the App from countries or places where the App's contents may be considered illegal. Users therefore assume full responsibility for any breach of these prohibitions.

## 9. THIRD PARTY SERVICES

Any link or function contained in the App providing direct or indirect access to third party programs, content or services, is provided only for Users' convenience. Maserati does not express any assessment or approval regarding third party content which may be accessed by Users. Maserati therefore expressly declines any liability regarding the quality, reliability, accuracy or functionality of such third-party content and / or services. Maserati also declines any liability for any transactions which Users may enter into with the providers of such third-party applications.

## 10. LINKS AND MALWARE

Although Maserati periodically checks the content of the information linked to via the App, Maserati assumes no responsibility for the contents of those links. Users are solely responsible for the use of information which is linked to via the App. Maserati does not guarantee that the App is free of viruses or other potentially harmful programmes.

## 11. AMENDMENTS

Maserati reserves the right to unilaterally modify this Contract, in whole or in part, and at its discretion, as well as the App's functionalities, with reasonable prior notice to the User. Changes will take effect from the moment of their publication in this section.

If changes occur, Users will be asked to accept them. To this end, any subsequent use of the App will be considered as implicit acceptance of those changes.

Changes are not binding upon Users in any way until there are accepted, either expressly or by subsequent use of the App. If Users do not intend to accept changes, Users are free to uninstall the App, without being bound by them.

Therefore, Users are asked to consult the Contract regularly.

## 12. INDEMNITIES AND COMPENSATION FOR DAMAGES

By using the Services, Users hereby commit to indemnify and hold Maserati harmless from and against any demands, claims, liabilities, costs and expenses of any kind, including (but not limited to) reasonable attorney's fees and litigation expenses, arising from Users' violation or failure to comply with any provisions under this Contract or the applicable law, or Users' violation of any guarantees provided within this Contract, or arising from their use of the App or the Services.

## 13. NOTIFICATION OF VIOLATIONS

Any abuse or use which is illicit, unauthorised or contrary to the applicable law and / or the Contract, may be reported to Maserati by email, at: [info@maserati.com](mailto:info@maserati.com). Users must immediately notify Maserati of any unauthorised use, by third parties, of Users' devices and the Services.

## 14. NULL AND VOID OR UNENFORCEABLE CLAUSES – PARTIAL INVALIDITY – PRINCIPLE OF CONSERVATION

Each of the provisions of this Contract operates separately. Should one or more clauses of this Contract be declared null and void or unenforceable by competent judicial authorities, the remainder of the Contract will remain in effect between the Parties, except where those clauses represent a decisive reason for the Contract to have been entered into.

## 15. APPLICABLE LAW AND JURISDICTION

This Contract, and any other related matters, are governed by Italian law.

The Parties agree that, for cases where Users are not consumers under Art. 18(l)(a) of Italian Legislative Decree 206/2005, the Courts of Modena are exclusively competent to handle any disputes deriving from or connected to the present Contract.

## 16. SETTLEMENT OF LITIGATION

For Users that are consumers (as defined above), all disputes arising from this Contract may be resolved by reconciliation with the Mediation Body chosen by the Consumer among those present in the following link: <http://www.sviluppoeconomico.gov.it/index.php/en/market-and-consumer/consumer-protection/consumer-disputes/adr-resolution-alternative-litigation> and disciplined according to the conciliation regulation adopted within, or at the following link: <http://ec.europa.eu/consumers/odr>. Through the ODR platform, Users can send a complaint related to a Contract concluded online, thereby activating the online dispute resolution procedure.

## 17. INTERPRETATION

Users, having acknowledged that the Contract is governed by Italian law, accept, by concluding this Contract, that any interpretive dispute arising from the Contract itself will be resolved by giving to the legal terms within the Contract the meaning which they have in Italian.

## 18. ASSIGNMENT

Users may not transfer any of their rights or obligations arising from the Contract to third parties.

## 19. PRIVACY POLICY

All information relating to the processing of personal data that Users communicate to Maserati in order to register an account, or during use of the App, are contained in the Privacy Policy, available [here](#).

## 20. MISCELLANEOUS

Any omission or failure by Maserati to exercise its own rights in case of breaches by Users of any provisions of this Contract (including where Maserati does not make needed requests in order to claim the correct and exact performance and compliance with the provisions of this Contract) will not, in any manner, be considered as a waiver of those rights in connection with any subsequent breaches or any other failure to perform other provisions of this Contract.

In the event that a provision of this Contract is or becomes illegal, invalid or unenforceable in any country, this will not affect the validity or enforceability of any other provisions of this Contract, or the validity and enforceability of that provision in other jurisdictions.

Nothing in this Contract will give rise to nor be construed as a source of partnership, agency, a trust agreement or a joint venture between Maserati and the Users.

This Contract sets out the whole agreement between the Parties in respect to its subject-matter and will replace any possible prior contracts or agreements (verbal or written) in relation to the same subject-matter.

Users are advised to keep a copy of this Contract. The Contract is made available to Users in the Profile | My app settings section in the App.