

Declaration

The undersigned¹

Corporate name:
Seat:
Company registration number:
Tax number:
Name and position of party entitled to act, make declarations, and provide the present declaration as a party with procuration rights in the name of the declarant:

As the Data Owner/Client in a contractual legal relationship under the Subscription Contract concluded with **MyWebEye Iberia Lda** (address: PT-2890-154 Alcochete Freeport Leisure(Portugal) S.A. Avenida Euro 2004, Loja 41; company registration number: 33200; tax number: PT508899583), as the Service Provider, in the subject of using WebEye Services (hereinafter: Data Owner/Client), **hereby instruct the Service Provider to fully hand over the license plate number data of the vehicles recorded under the WebEye username secured for us for the utilisation of the WebEye service, on the WebEye surface (including the individual name of the vehicle as well); the data of the last GPS position of the vehicle received by the WebEye system (latitude and longitude, directional angle), the speed data of the vehicle, as well as the individual identification of the WebExe on-board unit installed into the vehicle, together: “transferable data” to TimoCom Soft- und Hardware GmbH** (seat: DE-40699 Erkrath, Bessemerstr. 2-4, Company registration number: Amtsgericht Düsseldorf HRB-Nr. 34489; tax number: DE 189 439 213; hereinafter: TimoCom) (**hereinafter: data transfer**) through the electronic system – open interface – established for this purpose between the Service Provider and TimoCom in case TimoCom submits a data request of this nature to the Service Provider .

Name of the WebEye group affected by data transfer:

.....²

Simultaneous with our above instructions, as the Data Owner/Client, we make the following declaration towards the Service Provider:

1. The *transferable data* specified above constitute our business secret. With view to this, we hereby declare that the data transfer executed by the Service Provider for TimoCom, as a third party, does not constitute the violation of our service secret by the Service Provider.
2. We are aware that the Service Provider is able to perform the data transfer indicated in our above instructions exclusively from the vehicle’s on-board unit, with respect to the *transferable data* received by the Service Provider’s WebEye system. The Service Provider bears no liability for the failure to hand over the *transferable data* not received by the WebEye system for some reason that is not imputable to the Service Provider.
3. We accept that, under the provisions of the present declaration, the Service Provider cannot be obligated to provide extra or different data servicing over that recorded above.

¹ To be filled in

² All WebEye groups for which data transfer is requested under the present declaration are to be indicated

4. We hereby declare that in case, for some reason beyond its control, the Service Provider fails to perform data transfer, or performs that in insufficient quality or in an incomplete manner, the Service Provider bears no liability therefor, and we do not file a claim or for damages against it.
5. Furthermore, we also declare that the Service Provider bears no liability for the accessibility, quality, punctuality, reliability, break, suspension of the service provided by TimoCom within the framework of a separate legal relationship, and the termination of the service, therefore, we do not file a claim or for damages against the Service Provider for this reason. We are aware that the depiction of the *transferable data* on the service provider's surface of TimoCom belongs to the sphere of authority and circle of tasks of TimoCom, thus, in addition to data transfer, there is no other obligation encumbering the Service Provider in this subject towards us.
6. If, with our declaration worded on a separate sheet, put at the disposal of WebEye Service Provider (Data Access Declaration), we have allowed third parties direct access to our data emerging in the WebEye system, with regard to vehicles registered under their WebEye username (e.g. freight organisation companies, shipping companies, main contractor), which third party also uses the TimoCom service during its business activities, we give our consent to having the *transferable data* forwarded in the direction of Timo Com transferred to the third party in the Data Access Declaration.

We accept that this authorised third party (parties) can have access exclusively to the data of those of our vehicles, and for the period of time, which vehicles have been registered in the WebEye system in the group established for this authorised third party (parties) for this purpose, until they are deleted from the group. We are aware that the task of recording (entering) the vehicles in question in the group established for this authorised third party, as well as their deletion from the group is our task. We are aware that the WebEye system updates these data at 00:00 every day, that is, entry in or deletion from the group executed by us will come into effect at 00:00 the following day. The Service Provider bears no liability for possible consequences originating from entry in or deletion from the group executed by us in an erroneous, incomplete, delayed or for some other reason inappropriate manner.

7. We accept that, based on our present declaration, the Service Provider will execute material data transfer until the vehicle registered under our own WebEye group exits the WebEye group of a third party (parties) or until we request its termination from the Service Provider in writing, with the exception of the provisions under Points 9-10.
8. We accept that in case a) our WebEye Service Subscription Contract concluded with the Service Provider is suspended, b) the Service Provider lawfully restricts access to our data received by the WebEye system for whatever reason, during the period of suspension or restriction, the Service Provider will not execute the above transfer of data. We are aware that, during the period of suspension, no data will be received by the WebEye system from the WebEye on-board unit. We accept that even though data will be received by the WebEye system from the WebEye on-board unit during the period of restriction, the Service Provider will not forward those either during the period of restriction or after the termination of restriction, in a supplementary manner. After restriction has been lifted, the data emerging during the period of restriction will be displayed exclusively within the framework of the WebEye Service. Furthermore, we accept that if our WebEye Service Subscription Contract concluded with the Service Provider ceases to exist for whatever reason, simultaneous with that, the above data transfer is terminated completely and automatically with regard to the future.

If any Subscription of the Subscription Contract ceases to exist in a manner leaving the other Subscriptions in effect, the Service Provider will terminate data transfer automatically only with respect to the vehicle affected by the terminated Subscription, effective from the date of the termination of the Subscription.

We accept that in case, following the termination of the suspension or restriction recorded in the first paragraph of Point 7, our WebEye Service Subscription contact remains in effect, the Service Provider will execute the above data transfer again according to the provisions included in the present declaration, from the termination of the suspension or restriction. Furthermore, we accept that in case our WebEye Service Subscription concluded with the Service Provider is terminated for whatever reason, and we conclude a new Subscription Contract with the Service Provider, the Service Provider cannot be obligated to execute data transfer included in the above instruction in lieu of our written instruction with contents identical with that of the present declaration.

- 9. We accept that in case cooperation between the Service Provider and TimoCom is terminated for whatever reason, data transfer included in the above instruction is also automatically terminated.
- 10. We accept that in case, during the term of our WebEye Service Subscription Contract, for any reason outside the control of the Service Provider, TimoCom terminates enquiry of the route data of our vehicles included in the Subscription Contract towards the Service Provider, either temporarily or finally, the Service Provider bears no liability towards us for the failure of data transfer originating therefrom.
- 11. We hereby declare that the person signing the present declaration is entitled to act in our name and on our behalf, and make legal declarations with binding legal effect within this circle. We accept the directions of the declaration as obligatory upon us.

Dated in, on 2015

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Client's name:.....

Name of person acting on behalf of Client:.....

³ Signature and seal