

MOVE Score
Terms of Use
June 1st, 2024

Welcome to MOVE Score, a service of Dolphin Technologies GmbH, Stella-Klein-Löw-Weg 11, A-1020 Vienna, Austria (hereinafter "**Dolphin**", "**we**", "**us**" or "**our**").

The MOVE Score app informs you ("**User**" or "**you**") about both your MOVE Score and your MOVE IQ. The MOVE Score represents your overall risk while driving on the road and considers how much you drive and your driving behavior (MOVE IQ), such as obeying speed limits, cornering speed, braking and acceleration behavior as well as not using your smartphone while driving.

Your additional benefit is that the MOVE Score App allows you to share the MOVE Score with any insurance company you authorize. In such a case the insurance company will request the score associated to the hash of your email address. We will forward this request to you and only share the MOVE Score after your confirmation.

Further information can also be found on our product website at www.movescore.app. Information about us can be found at www.dolphin.io. Please read these Terms of Use ("**Terms**") carefully as they govern your use of the Service. If you have any questions, please contact us at info@movescore.app.

1. Our Service

1.1. The subject of these terms and conditions is our "**Service**", i.e.

- MOVE Score App ("**App**");
- Website www.movescore.app ("**Website**");
- all of our Content (as defined in Section 4) and
- all modifications and new features.

1.2. Our Service does not include "**Your Data**" (as defined in our Data Privacy Statement) or any software application or service provided by you or a third party that you use in connection with our Service, whether or not Dolphin designates them as official integrations (each, a "**Non-Dolphin Product**").

1.1. By registering with and using our Service, you agree to be bound by these Terms, including any policies or other terms referenced or incorporated into these Terms (such as our Data Privacy Statement). If you do not agree with these Terms, you must not accept them and may not use our Service.

2. Who May Use our Service

1.3. Any natural person in possession of a valid driver's license for motor vehicles is entitled to use the Service.

2. Your Access and Use of our Service

2.1. During the registration process, we create an account for you that is managed under the pseudonym of the hash of your e-mail address. As hashing is done on your smartphone, we do not receive your e-mail address at any time. This hash value, together with the password you have chosen, enables you to log in again after replacing your device. We do not know the e-mail address behind the hash value.

2.2. You may not disclose your account password to anyone and must notify us immediately of any unauthorized use of your account. You are responsible for all activities that occur under your password and account, whether or not you are aware of them.

- 2.3. You shall promptly notify Dolphin if you become aware of a security breach in connection with our Service.
- 2.4. To use our Service, you need a functioning smartphone with the operating system Android (incl. Google Play Services) or Apple iOS. After downloading the App, you must allow access to the required smartphone functions and activate the GPS ("Global Positioning System"), otherwise the correct use of the App is not possible.
- 2.5. You may only use our Service for lawful, authorized purposes and may not misuse it in any way (as determined by Dolphin in its sole discretion).
- 2.6. You shall comply with any codes of conduct, policies or other notices Dolphin provides to you or publishes from time to time in connection with the Service. If any such posting materially changes these Terms, we will notify you accordingly.

3. Licenses, copyright, intellectual property

- 3.1. Subject to your compliance with these Terms, Dolphin grants you a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to download, install and use the App. We reserve all rights in and to our Service not expressly granted to you under these Terms.
- 3.2. We exclusively own all copyrights, trademarks, domains, logos, patents, and other intellectual property rights associated with our Service, including the rights to any text, graphics, images, music, software, audio, video, documents, works of authorship of any kind, anonymized and aggregated data collected by our Service, and information or other materials that are posted, generated, provided or otherwise made available by us through the Service (our "Content"). You may not use our Content unless you have Dolphin's express permission.

4. Data Privacy Statement and User Data

- 4.1. You can find more information on data protection in our Data Privacy Statement.
- 4.2. By using our Service, you also acknowledge our Data Privacy Statement. We will know a lot about your driving behavior, but we will not know who you are! Due to our efforts to process and store as little personal data as possible, MOVE Score offers the best possible data protection.

5. General Prohibitions

- 2.1. You may not use our Service in any way that is not expressly permitted by these Terms. You also agree to use our Service in a responsible and lawful manner. For example (not limited to), you may not:
 - Post, upload, publish, submit or transmit anything that (i) is illegal, abusive, racist, sexist or other-wise likely to jeopardize the rights and integrity of another person, (ii) violates our or someone else's copyrights or personal rights, (iii) contains virus software or any other programs, codes, etc, designed to interrupt, limit or destroy the functionality of any computer or telecommunications system or (iv) violates data protection rights of others;
 - Engage in scraping, data mining, harvesting, screen scraping, data aggregating, and indexing. Using any robot, spider, scraper or other automated means to access our Website or our Service's database for any purpose without our express prior written permission;

- Attempt to probe, scan, or test the vulnerability of any Dolphin system or network or breach any security or authentication measures without Dolphin's express written consent,
- Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by Dolphin or any of Dolphin's providers or any other third party (including another user) to protect our Service,
- Attempt to access or search our Service or parts of it through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by Dolphin or other generally available third-party web browsers,
- Collect or store any personal data from us or other users of our Service without express consent.

2.2. We have the right to investigate violations of these Terms or conduct that affects our Service. We may also consult and cooperate with law enforcement authorities to prosecute users who violate the law.

6. **Warranty and Limitation of Liability**

- 6.1. Insofar as this does not violate mandatory law and insofar as nothing contrary is regulated in these Terms, our Service is provided “as is” without warranty of any kind.
- 6.2. You use our Service at your own risk. Users are solely responsible for the way they use our Service, the content they may post, upload, etc, interactions with other Users or third parties on our Service. Dolphin cannot be held responsible for your or a third party’s behavior.
- 6.3. You will exercise caution, discretion, common sense and judgment in, using our Service. Neither Dolphin nor its affiliates or licensors are responsible for the actions or information our Users or third parties take or provide nor are we obliged to control them.
- 6.4. We always strive to ensure the smooth operation of our Service. However, due to necessary maintenances work or unforeseen disruptions, our Service may be temporarily unavailable. In case of such interruptions, we cannot be held liable.
- 6.5. Insofar as this does not violate mandatory law and insofar as nothing contrary is regulated in these Terms, neither we nor any other party involved in creating, producing or delivering our Service or Content will be liable for any incidental, special, exemplary or consequential damages, including lost profits, loss of data or goodwill, service interruption, computer damage or system failure or the cost of substitute services arising out of or in connection with these Terms or from the use of or inability to use our Service, whether based on warranty, contract, tort (including negligence), product liability or any other legal theory, and whether or not we have been informed of the possibility of such damage, even if a limited remedy set forth herein is found to have failed of its essential purpose.
- 6.6. Dolphin shall not be responsible for failure or delay of our Service if caused by circumstances outside of Dolphin’s sphere, such as acts of nature, war, hostility or sabotage; an electrical, internet, GNSS (“global navigation satellite system”) or telecommunication outage or pandemic or epidemic disease, government restrictions; etc. Dolphin will use reasonable efforts to mitigate the effect of such a force majeure event.

- 6.7. Under no circumstances will Dolphin's total liability arising out of or in connection with these Terms or from the use of or inability to use our Service exceed one hundred Euro (EUR 100).
- 6.8. Any claim related to our Service or these Terms must be asserted within one (1) year after the cause for the claim occurred. Otherwise, such claim will be statute-barred permanently.
- 6.9. You shall fully indemnify and hold us harmless against any claims of third parties arising out of or in any way connected with your access to or use of our Service.
- 6.10. We reserve the right to control and conduct the defense of any matter subject to indemnification under these Terms. If we decide to control or conduct any such defense, you agree to cooperate with us at our request and assist our defense of such matters.

7. **Third-Party Services**

- 7.1. Our Service may contain links to third-party websites, products, services, support or resources, etc ("**Third-Party Services**") for your convenience. Please note that these Terms and our Data Privacy Statement only apply to our Service. When you use Third-Party Services their terms and privacy policies will govern your use of those services. You acknowledge sole responsibility for, and assume all risk arising from, your use of any Third-Party Services.
- 7.2. We do not warrant any Third-Party Services, even if included with other products.
- 7.3. Any Third-Party Services ordered from us (or a reseller) are provided by us as-is and without warranty of any kind. We are not liable or responsible for any service interruptions or failures caused using any Third-Party Services in connection with our Service. The third-party manufacturers or suppliers may provide their own warranties and in that event the customer shall rely upon such other manufacturers' or suppliers' applicable warranties.

8. **Termination**

- 8.1. You may terminate your account at any time by emailing us at privacy@movescore.app. When doing so, please make sure to send from the same email address as you used for registration, as otherwise we will not be able to identify your account. Upon any termination, discontinuance of the Service or your account, all provisions of the Terms that by their nature must survive such termination to fulfill their purpose will remain in effect after termination.
- 8.2. We may, in our sole discretion, terminate your access to and use of our Service at any time without notice to you.

9. **Applicable Law, Place of Jurisdiction, Severability Clause, Miscellaneous**

- 9.1. The Terms and the relationship between you and Dolphin shall be governed by Austrian laws, excluding the conflict-of-law rules of private international law (e.g. IPRG, Rome I Regulation, etc).
- 9.2. For all disputes arising from or in connection with our Service or these Terms, the exclusive local jurisdiction of the competent court for Vienna Innere Stadt is agreed as the place of jurisdiction.
- 9.3. In case these choice-of-law and jurisdiction clauses – for whatever reason – do not apply for individual cases or are deemed by a court to be invalid, the Special Arbitration Provisions in Section 12 (see below) shall apply for Users located in the United States and Canada.

- 9.4. Any provisions of these Terms shall only be considered waived, if we expressly waive such provisions in writing, notwithstanding any failure to enforce any right or provision of these Terms.
- 9.5. Should any provisions of these Terms be or later become legally ineffective, invalid and/or void, this shall not affect the legal effect and validity of the remaining provisions. In this case, the legally ineffective, invalid and/or void provision shall be replaced by a provision that is legally effective and valid and corresponds in its economic effect to the replaced provision – as far as possible and legally permissible.
- 9.6. You may not assign or transfer any rights under these Terms, by operation of law or otherwise, without our express written consent. Any legal succession on the part of the User shall also require our express written consent. Any attempt by you to assign or transfer these Terms without such consent will be null and of no effect. All rights and obligations under these Terms shall pass to a (partial) legal successor on the part of Dolphin.
- 9.7. We reserve the right to amend these Terms at any time. In such case, you will be informed in writing (via e-mail), and if you do not object within two weeks, the changes are deemed accepted and become legally effective.

10. Special Arbitration Provision for United States or Canada Users

- 10.1. This section only applies to Users located in the United States or Canada and only if the choice-of-law and jurisdiction clauses in Section 10 (see above) do not apply or are deemed to be invalid.
- 10.2. Except with respect to claims listed in Section 11.7., you and Dolphin agree to attempt to resolve any disputes informally before initiating any arbitration or other formal proceedings, and neither of us may start an arbitration or other formal proceeding for at least 30 days after you contact us or we contact you regarding any dispute (“Informal Negotiation Period”).
- 10.3. If such dispute is not resolved within 30 days, you or Dolphin may initiate a formal arbitration proceeding in accordance with the terms in this Section 11. Except with respect to claims listed in Section 11.7., you and Dolphin agree to resolve any claims through final and binding arbitration in accordance with the terms in this Section 11.
- 10.4. If either you or Dolphin choose to start an arbitration proceeding, the party initiating the proceeding will send a notice of its claim ("Arbitration Notice") to the other party. You will send your Arbitration Notice by email to legal@movescore.app and by registered mail to: Dolphin Technologies GmbH, Stella-Klein-Löw-Weg 11, A-1020 Vienna / Austria.
- 10.5. Any arbitration proceedings between you and us will be conducted under the commercial rules then in effect for the International Chamber of Commerce (ICC) with the place of arbitration deemed to be New York, except with respect to the provision of this agreement which bars class actions in Section 11.9. The award rendered by the arbitrator(s) shall include costs of arbitration, reasonable costs of expert and other witness and reasonable attorneys' fees.
- 10.6. Except with respect to the exceptions to arbitration below in Section 11.7., for claims where the total amount of the award sought in arbitration is less than \$ 10,000, the party seeking the award may opt for non-appearance-based arbitration. If non-appearance-based arbitration is chosen, the arbitration will be conducted online, by telephone, and/or solely based on written submissions to the arbitrator. The specific manner shall be chosen by the party initiating arbitration. Non-appearance-based arbitration involves no personal appearances by parties or witnesses unless otherwise mutually agreed to by the parties.

- 10.7. Notwithstanding the above-mentioned, the Arbitration Notice requirement and the Informal Negotiation Period do not apply to either lawsuits solely for injunctive relief to stop unauthorized use of our Service or lawsuits concerning copyrights, trademarks, moral rights, patents, trade secrets, claims of piracy or unauthorized use of our Service.
- 10.8. You have the right to opt-out and not be bound by the binding agreement to arbitrate provided in these Terms by sending written notice of your decision to opt-out to legal@movescore.app and by registered mail to Dolphin Technologies GmbH, Stella-Klein-Löw-Weg 11, A-1020 Vienna / Austria. For your opting out to be valid, your notice must be sent within 30 days of first using our Service.
- 10.9. Unless you and Dolphin agree otherwise, you may only resolve disputes with us on an individual basis. Class actions, class arbitrations and consolidations with other Claims are not allowed. Neither you nor Dolphin may consolidate a Claim or Claims as a plaintiff or a class member in a class action, a consolidated action or a representative action.
- 10.10. Because Dolphin is not party to any agreements between you and any third parties or involved in the completion of any associated professional services, in the event that you have a dispute with one or more other third parties, as applicable (each, a "Third Party"), you agree to address such dispute directly with the Third Party in question and you release Dolphin (and our officers, directors, agents, investors, subsidiaries, and employees) from any and all claims, demands, or damages (actual or consequential) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.