

# I AM A VOLVO TRUCKER

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The below terms and conditions apply to use of the online and/or mobile services, web site, software and Facebook applications provided on or in connection with the I AM A VOLVO TRUCKER service (collectively the "Service"). By clicking accept, and/or using or logging into the Service, you confirm that you agree to these conditions. You also authorize Volvo (as defined below) to process your personal data in the ways specified below.

### General information

The Service is a web and mobile based service, sponsored by Volvo Group North America, LLC ("Volvo"), a company in the Volvo Group. Among other things, the Service may include user profiles, uploading of photos, commenting, blogs, competitions and user-to-user interactions. All users of the Service may have access to all information published on the Service's website and in the Service's mobile app.

### Use common sense

This Service is provided for your entertainment and convenience only. Common sense should guide you at all times when you use this Service. **Cautious driving.** Always drive according to road conditions and in accordance with traffic laws. The hardware and your Internet connection are under your responsibility and at your expense. Transmitting and receiving information to and from the Service, require hardware and an online connection between your hardware and the Internet. The expenses of such connection are as prescribed by the agreement between you and your communication service provider according to its applicable terms of payment. In short, you pay for any Internet connection you use in connection to the Service.

### General rules for use of the Service

In order to use the Service, you may have to create an account via Facebook and/or the Service. When you create an account, you have to choose a user name and a password. These login details are personal and may not be disclosed to unauthorized parties. If you find out that someone else is using the Service with your login details, you must take reasonable measures to prevent this unauthorized use of the Service and notify Volvo about it. Also note that the user name you provide during registration will be used to identify you when you use the Service or the Software (as defined below). Your user name may be disclosed and visible to other users of the Service.

### Rules and responsibilities regarding use of the Service

Volvo offers users of the Service the opportunity to post, publish or submit content, and sharing it with other users, via the Service. As a user of the Service, you are personally responsible for any and all content, including but not limited to information, files, text, images, graphic, drawings, sounds, videos, music, photos and pictures you post, publish or submit, including but not limited to your profile picture and user profile information, via the Service ("User Content"). Consequently, you are responsible for ensuring that your User Content does not violate any third party's rights and that it complies with any and all applicable laws and that any necessary third party consent or other licenses for gathering, storing, processing and disseminating the User Content and post, publish or submit it via the Service have been duly obtained. You are obliged to hold Volvo and other companies in the Volvo Group harmless for claims brought by third parties due to the User Content you post, publish or submit to via the Service.

You may not post, publish or submit User Content that violates applicable laws or accepted publishing standards, or User Content that is otherwise offensive or unsuitable. Among other things, this means you may not post, publish or

submit User Content via the Service that encourages or constitutes incitement, persecution of ethnic groups, child pornography, illegal violent material, criminal acts, offensive, vulgar, obscene, pornographic or otherwise illegal or unsuitable User Content, or User Content which violates copyrights or other third parties' rights or in any other way harm the Service or Volvo.

User Content such as files may not contain viruses, trojans, corrupted files or other programs that may harm the Service's function or third parties' computer or property.

You may not use the Service for commercial purposes, including but not limited to promoting the products and services of any other company that operates in competition with Volvo.

Volvo has the right but not the obligation, at its sole discretion to erase User Content that is in contradiction with these user terms and conditions or that violates the law or accepted publishing standards of any jurisdiction in which the content is viewed or downloaded, or which may otherwise be regarded as offensive or otherwise unsuitable. No third party is an intended beneficiary of these user terms and conditions.

If you feel that any information on the Service is unsuitable or illegal, you can report this directly on the website via the "abuse" function, or write to [Function.websurvey@volvo.com](mailto:Function.websurvey@volvo.com) specifying the material in question and the person/user who submitted it.

## For those Users in the United States of America:

*If you are a copyright owner or an agent thereof and believe that any User Content infringes upon your copyrights, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent (designated below) with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):*

- *A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed;*
- *Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;*
- *Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit the service provider to locate the material;*
- *Information reasonably sufficient to permit the service provider to contact you, such as an address, telephone number, and, if available, an electronic mail;*
- *A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and*

*A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.*

*Volvo's designated Copyright Agent to receive notifications of claimed infringement can be contacted through the Volvo email: [Function.websurvey@volvo.com](mailto:Function.websurvey@volvo.com). You acknowledge that if you fail to comply with all of the requirements of this section, your DMCA notice may not be valid.*

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## Exclusion from the Service

If you do not follow these user terms and conditions, Volvo reserves the right to ban you from the Service and terminate your account and erase your User Content.

## Changes to the user terms and conditions

Volvo reserves the right to change, add to or take away parts of these user terms and conditions, except the parts covered by your authorization for processing of your personal data. Any changes to these user terms and conditions will be announced to you by being available via the Service at least 30 days before they become effective. Your continuing use of the Service after any such change becomes effective shall constitute your consent to the modified terms and conditions. As a user of the Service, you are obliged to keep abreast of any changes in the user terms and conditions.

## Personal data – Privacy

Before you can use the Service, Volvo must gather and process certain of your personal data such as your name, address, phone number and email address. Volvo will protect your personal integrity in compliance with prevailing personal data protection laws and regulations. Volvo will not process any of your personal data unless you submit it yourself, or unless we specifically request it from you.

After you register for the Service, Volvo will process and store all information that you submit. By using the Service and enabling or failing to disable the location tracking feature of your mobile device, you consent to the tracking of your location.

Volvo will process and store your personal data and may use it for marketing and other commercial purposes. By accepting these user terms and conditions you consent to the processing of your personal data in accordance with what is set forth in these user terms and conditions. You have the right to cancel your authorization at any time by sending an email to [Function.websurvey@volvo.com](mailto:Function.websurvey@volvo.com).

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## **Indemnity**

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless the Volvo Parties from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (i) your use of and access to the Service; (ii) your violation of any term of these terms and conditions; (iii) your violation of any third party right, including without limitation any copyright, property, or privacy right; or (iv) any claim that your Content caused damage to a third party. This defense and indemnification obligation will survive these Terms of Service and your use of the Service.

## **Comments, questions, suggestions, posts and submissions**

The Service may allow users to submit and publish User Content to other users. Please note that none of the User Content, such as information, suggestions, ideas and other material submitted or published to the Service, is regarded as confidential. When you post, publish or submit User Content via the Service, you give Volvo and the Volvo Group an global unlimited and irrevocable royalty free non-exclusive right to use, copy, display, implement, change, transfer and distribute the material or information for any purpose, and you authorize Volvo and the Volvo Group to freely use all ideas, concepts, knowledge and techniques that you submit to us for any reason. Also note that it is forbidden to submit User Content of a commercial nature (including advertising), unless such posts pertain to the Service, or Volvo's products and that Volvo has approved them in advance.

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## **General terms, applicable law and disputes**

These user terms and conditions shall be governed by and construed in accordance with the laws of the State of North Carolina, United States, without regard to its conflict of laws principles. Any dispute, controversy or claim arising out of or in connection with these terms and conditions shall be resolved by the courts of the State of North Carolina, United States.

This Agreement, together with any amendments and any additional agreements you may enter into with Volvo in connection with the Service, shall constitute the entire agreement between you and Volvo concerning the Service. If any provision of this Agreement is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of this Agreement, which shall remain in full force and effect.

No waiver of any term of this Agreement shall be deemed a further or continuing waiver of such term or any other term, and Volvo's failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

## **Contact**

If you have any questions regarding these user terms and conditions, do not hesitate to contact Volvo on [Function.websurvey@volvo.com](mailto:Function.websurvey@volvo.com).