

# Policy - Digital Services & Mobile App

Hello there! We are Taiga Motors Inc. ("**Taiga**"). These terms constitute a "Policy" under the Product Purchase Agreement and apply to (1) the downloadable mobile application for smart devices (the "**App**"); and (2) certain features of Taiga's connected vehicles ("**Vehicles**"). This Policy is binding between you and us and is applicable for as long as you are using the Vehicles or the App. This Policy enters into force at the earliest of the moment at which you (1) download and use the App; (2) purchase and start using the Vehicles, or (3) the earliest moment which is recognized by the applicable laws where you are located. If you do not agree with this Policy, you may not use the App nor the Vehicles.

## 1. DIGITAL SERVICES.

All Vehicles are connected using the different services ("**Services**") as follows:

**1.1 Bluetooth®.** Vehicle is equipped with Bluetooth technology and similarly to other Bluetooth-enabled devices, you acknowledge that others in close proximity to your Vehicle may be able to discover and connect to your Vehicle.

**1.2 Wi-Fi.** Vehicle is equipped with a Wi-Fi connectivity. It is your responsibility to ensure such network is reliable, has sufficient bandwidth and offers a secure connexion.

**1.3 Cellular Connectivity.** Taiga relies on third-party service providers to offer cellular connectivity and this service may be discontinued at any time and it is subject to the networks' availability.

## 2. VEHICLE DATA.

**2.1 Definition.** Data will be generated from your use of the Vehicle and will be collated through the Digital Services ("**Vehicle Data**"). To the extent Vehicle Data includes information that is deemed "personal information" under applicable laws, this information is defined as "**User Data**" under this Policy. User Data will be treated in accordance with Taiga's [Privacy Policy](#). You acknowledge that the key function of the Digital Services and the collection of Vehicle Data is to enhance your experience using the Vehicles and improve their safety. Vehicle Data consists of usage, charging and performance data, including but not limited to geolocation, speed, travel time, temperature, battery performance, acceleration. Vehicle Data is continuously and automatically collected whenever the Vehicle is in operation and cannot be deactivated.

**2.2 Ownership.** Taiga owns all Vehicle Data, except User Data. You hereby grant to Taiga a right to make use of the User Data as set out in the Privacy Policy.

## 3. MOBILE APP.

**3.1 License.** Subject to the terms of this Policy, Taiga hereby grants you a limited, personal, non sublicensable, non-transferable, non-exclusive, revocable license to use the App in conjunction to use of a Vehicle, but subject to complying with the terms of this Policy and any documentation accompanying the Vehicle (the "**Software**

License”).

**3.2 Misuse.** You will not misuse the App or the Digital Services, including by connecting to third-party Vehicles not under your control. If you choose to sell or transfer ownership of your Vehicle to a new owner, you agree that you will deactivate any connexion from your App for such transferred or sold Vehicle.

**3.3 Location Data.** The App will not track your location unless the location-based features are activated. Note that irrespective of whether location-based features of the App are activated, location data is collected as part of Vehicle Data. Additionally, smart phones with Android® operating systems may require permission to track location to use Bluetooth connectivity.

#### 4. FEATURES.

**4.1 Bluetooth Connection.** The App uses Bluetooth to connect to your Vehicle. An open Bluetooth connection is activated anytime the vehicle is turned on and the Vehicle remains discoverable as long as it is turned on.

**4.2 Wi-Fi connection.** The Wi-Fi setting within the Taiga App allows you to connect your vehicle to a Wi-Fi network within the range of your vehicle.

**4.3 Maximum Charge Setting.** Keeping the battery of your Vehicle fully charged for an extended period can reduce your Vehicle’s battery capacity over time. To avoid diminishing the lifespan of your battery, you can use this feature to set a maximum charge percentage. Your vehicle will automatically stop charging once it reaches the set threshold.

**4.4 Maximum Current Setting.** When charging your vehicle, the maximum current automatically sets to the amount available from the attached charge cable. When needed, you can use this feature to reduce the current used to charge your vehicle. For example, you may want to reduce the current to prevent overloading a shared power source or to reduce your power consumption by charging your vehicle over a longer period. Always use charging infrastructure that complies with applicable rules. Failure to do so, including in conjunction with this feature, may result in property damages.

**4.5 Future Features.** Taiga will, from time to time, introduce new features in the App. Taiga also reserves the right to deprecate certain features at any time.

#### 5. THIRD PARTY SERVICE PROVIDERS.

You agree that Taiga uses certain third parties to provide the App and Digital Services (“**Third Party Service Providers**”) . Taiga specifically disclaims all liability with respect to Third Party Service Providers, including the availability of the App or cellular data. You shall comply with such Third Party Service Providers’ applicable policies and conditions to use the Digital Services and the App at all times.

Third Party Service Providers include Google, where Google Maps is used for location-based features for Android phones when activated. Use of Google Maps within the App is subject to applicable terms of service ([https://maps.google.com/help/terms\\_maps.html](https://maps.google.com/help/terms_maps.html)) and Google's Privacy Policy at <https://www.google.com/policies/privacy/>.

Third Party Service Providers include Apple, where MapKit is used for location-based features for Apple phones when activated. Use of this tool within the App is subject to applicable terms made available by Apple including the following: <https://developer.apple.com/support/terms/apple-developer-program-license-agreement/#ADPLA1> and

## 6. INTELLECTUAL PROPERTY.

As between yourself and Taiga, the App, its underlying technology, software as well as its look and feel, Vehicles and the Digital Services ("**Intellectual Property**") are the sole and exclusive property of Taiga, its affiliates and licensors, and are licensed to you solely for use with the normal operation of a Vehicle under your control. Taiga hereby expressly reserves all rights under applicable laws in all jurisdictions, including with respect to any doctrine of 'first sale' or otherwise. You shall not reverse-engineer, decrypt, extract, disassemble, design-around, circumvent or otherwise investigate (collectively, "**Reverse Engineer**") the Intellectual Property. In the event applicable law grants you the right to Reverse Engineer the Intellectual Property for a stated purpose, you shall provide Taiga with written notice prior to such Reverse Engineering, information sufficient regarding the intended method of Reverse Engineering, its purpose and the legal authority for such activity. You may engage in Reverse Engineering solely to obtain information necessary to achieve such purpose only if: (a) Reverse Engineering is strictly necessary to obtain such information: and (b) you first requested such information from Taiga, and Taiga failed to make such information available under reasonable terms. Any such Reverse Engineering shall be performed solely in furtherance of the legally authorized purposes. Any information so derived shall remain Taiga's sole and exclusive property and shall remain confidential. Taiga's trade names, trademarks or logos ("**Brand**") remain the sole and exclusive property of Taiga. Use of the Brand by the Purchaser on social media or otherwise is not expressly licensed by Taiga and Purchaser may be requested to take down any false or misleading use of the Brand, communications that suggest association and/or endorsement by Taiga or content that evidences dangerous conduct and/or illegal conduct.

## 7. PERMITTED USE.

You agree:

- 1) to use the App and the Digital Services in compliance with all applicable laws at any time;
- 2 ) to use the App and the Digital Services only in connection with a normal use of the Vehicles;
- 3) not to use the App or the Digital Services in a way that could damage, disable, overburden, impair or compromise Taiga's systems or security or interfere with other users, or restrict or inhibit any other users from using the App and/or the Services (including by hacking, brute forcing or defacing the App or the Digital Services);
- 4) to be responsible for anyone using the App on your device and ensure their compliance with the terms of this Policy; and
- 5) not to copy, reproduce, republish, reuse, upload, post, transmit, create derivative works or distribute any content presented in or provided by the App, including without limitation for public or commercial purposes.

## 8. WARRANTY AND DISCLAIMER.

While Taiga strives to include up to date and accurate information, the App, to the maximum extent permitted by applicable law, is provided on an "as is" and "as available" basis. Any access to, use of, modification to or reliance on the App or its features shall be at your sole risk. Taiga and its affiliated entities, partners, licensors, agents, content providers, service providers, employees, officers, directors or representatives ("**Taiga Representatives**") in no way warrant the App beyond what is detailed hereunder. Taiga or Taiga Representatives will not assume any liability or responsibility for any errors, omissions, default, bug, or other deficiency contained in the App, as Taiga and Taiga

Representatives cannot and do not guarantee and do not make any, and expressly disclaim, all representations, warranties, covenants and conditions, express or implied, by operation of law or otherwise, with respect to the App, including: (i) any implied warranties and conditions of merchantability, merchantable quality, or fitness for any particular purpose, or non-infringement, or any implied representations or warranties arising out of course of performance, course of dealing or usage of trade; (ii) that the App will meet your (or your organization or company's) requirements or will be compatible with your or your organization or smart phone or related equipment or software; (iii) that the App is accurate, valid, reliable, authentic, current, or complete; (iv) that the App will continue to operate, operate without interruptions or be error-free; or (v) that the App will not infringe rights of third parties not owned by Taiga.

To the extent the App makes available to you any Vehicle Data, it is made available on an "as is" and "as available" basis. Calculating and displaying Vehicle Data relies on numerous factors, and Taiga specifically disclaims that Vehicle Data will be accurate and available. Vehicle Data such as the state of charge or maximal current) are for informational purpose only. Vehicle Data is based on Taiga's testing. Metrics (such as range, speed, acceleration and battery life) may vary based on the environment terrain, weather conditions, local regulations and state of the Vehicle itself.

## **9. LIMITATION OF LIABILITY.**

In no event will Taiga be liable for any indirect, special, incidental, consequential, exemplary, punitive or aggravated damages in connection with the Digital Services, the App and/or the use of the Vehicle(s), including, without limitation, loss of data, loss of profits, or otherwise, but excluding any damages which cannot be excluded under applicable laws. Taiga's liability in connection with the Digital Services, the App and/or the use of the Vehicle(s) shall be limited to the greater of (i) value of the purchase price of the Taiga Vehicle(s) you personally own for which a claim in connection with the Digital Services or the App arises, or (ii) one hundred Canadian dollars (100 CAD), unless such damages cannot be excluded under applicable laws.

## **10. TERMINATION OF USE.**

In addition to remedies available in the purchase agreement for a Vehicle (or otherwise available to Taiga), if you breach any provision of the terms of this Policy, then you may no longer use the App. Taiga, in its discretion, shall determine whether this Policy has been violated.