

## STEP PLATFORM – DEVELOPER TERMS OF USE [23/08/2022]

The STEP Platform is a set of APIs, SDKs, tools, plugins, code, technology, content and services (“**Materials**”) that enables developers and others to (a) develop functionality and application (“**Applications**”), and (b) share and receive data, each in relation to road safety. The STEP Platform and the Materials are, unless stated otherwise, referred to in these terms collectively as the “**Platform**”.

These Developer Terms of Use (the “**Terms**”) are a legally binding contract between you, together with any company or entity that you represent (collectively, “**Developer**”, “**you**”) and Vodafone Group Services Limited (“**Vodafone**”, “**we**”, “**us**”) that govern your use of the Platform. You may accept these Terms (a) by clicking “agree” or “accept” or similar, where this option is made available, or (b) by using the Platform, in which case your use is considered your acceptance of these Terms.

These Terms also include the terms and conditions of this website, the [privacy policy](#) and any other terms, policies and documents referred to in any of the above.

### 1. **Platform Access**

- 1.1 Access to the Platform will be managed by Developers with administrative access rights. Each Developer must create login credentials when they first login to the Platform and use such login credentials every time they access the Platform.
- 1.2 It is each Developer’s responsibility to maintain the confidentiality of the Platform login credentials and not share such login credentials. Developer is responsible for all its activities that occur within the Platform.
- 1.3 All information that a Developer submits must be accurate and current. Developer consents to the collection by Vodafone of certain data, which may include limited personal data as needed for profile management, account administration, support, and general use of the Platform. Collection and use of such data shall be in accordance with the [privacy policy](#). If Vodafone has grounds to suspect that a Developer account is either untrue, inaccurate, fraudulent, misleading, or materially incomplete, Vodafone may suspend or terminate such account at its sole discretion.
- 1.4 Developer may only access the Platform for the purposes for which it has been given access by Vodafone.

### 2. **Platform Use**

- 2.1 Subject to Developer’s compliance with these Terms and all other applicable terms and policies, Vodafone grants Developer a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license to use, access and integrate with the Platform, but only to the extent permitted in these Terms (and all other applicable terms and policies). Except as expressly licensed herein Developer will not sell, transfer, sublicense, use, access, integrate with, modify, translate, create derivative works of, or reverse engineer any aspect of the Platform, or otherwise exploit any aspect of the Platform.
- 2.2 Unless stated otherwise, the Platform and Materials are (a) provided by Vodafone for the purposes of developing, testing and operating Applications, and (b) the confidential information of Vodafone and/or its licensors. Vodafone reserves the right to update, refresh, remove, temporarily or permanently, the Platform and/or Materials with or without notice or liability to Developer.
- 2.3 Developer may install and use third party SDKs and/or APIs along with any applicable available documentation, usage policies, programs, tools, sample or other source code, and materials/content, (“**Third Party Developer Materials**”) to develop, test and operate Applications. Developer understands and agrees that (a) the use of Third Party Developer Materials may be subject to terms imposed by a third party, which may include terms applicable to use or distribution of the resulting Application, (b) it is Developer’s sole responsibility to obtain, review and consent to such applicable third party terms, (c) Vodafone has no obligation to Developer to provide notice of or acquire any third party licenses, and (d) Developer shall obtain or comply with third party licenses and indemnify Vodafone in accordance with these Terms against third party claims from any third party licensor resulting from Developer’s breach of this section.
- 2.4 Developer agrees to comply with API use limits as noted on any relevant materials. Developer may request an increase in the API limits. Vodafone at all times has sole discretion to (a) set and enforce limits for use of APIs, (b) increase API limits as may be mutually agreed with the Developer, and (c) temporarily suspend Developer’s continued access to the Platform if the specified usage limits are exceeded without prior approval.
- 2.5 Vodafone may remove an Application and/or content from the Platform if Vodafone has any reason to believe that an Application and/or content is illegal, infringing or in some way offensive or otherwise inappropriate.

- 2.6 Access and use of the Platform for the purpose of road safety is free of charge and Vodafone will not, at any time, charge Developer to access and/or use the Platform. In the event that Vodafone provides services or features within the Platform (distinct from access and/or use of the Platform more generally) that require payment, a relevant user will be informed in writing and a separate agreement entered into.
- 2.7 Developer is solely responsible for any costs and expenses incurred from activity outside of the Platform, to properly access the Platform, including the development of any applications, as applicable. Vodafone will not reimburse any costs or expenses that may arise as a result of Developer using the information or tools (including the Materials) provided in the Platform.

### **3. Platform Data**

- 3.1 Materials may only be used on the Platform. Developer shall use the Platform in a fair manner. Developer must not extract data for the purposes of their Applications without a corresponding contribution or provision of data for the benefit of other Platform users. Developer acknowledges and agrees that Platform data provided on (a) a public channel will be available to all Platform users, and (b) a private channel will only be available to Developer and Vodafone. Developers may encrypt data on a private channel. Vodafone reserves the right to monitor Developer's use of the Platform and to take appropriate action in the event that Vodafone believes (in its sole discretion) Developing is misusing the Platform.
- 3.2 Vodafone has no liability or responsibility for any errors or omissions in the Platform or any Materials. Developer should verify the Platform and Materials prior to making any decisions, acting or relying on such content.

### **4. Restrictions**

- 4.1 Developer must not use or combine Materials (or any part thereof) with any other content, services or code that may subject Materials (or any part thereof) to any open source or open data licenses or public domain where such licenses or terms would (a) cause the disclosure or distribution of Materials, (b) result in licensing of Materials (or any part thereof), (c) cause redistribution of Materials (or any part thereof) at no charge, as a condition for use, modification or distribution of such other content, services or code, and/or (d) otherwise restrict or impact the licensing or other use of Materials (or any part thereof).
- 4.2 Developer must not combine datasets with or make any modifications, adaptations, additions or alterations to content (including the Materials) provided by Vodafone, except Developer may layer its own content and third-party content on top, provided that the origin of the non-Vodafone content can be distinguished.

### **5. Applications**

- 5.1 For Applications that use location-based APIs or offer location-based services or functionality, Developer and the Application must comply with applicable data privacy laws.
- 5.2 Applications may not be designed or marketed for the purpose of harassing, abusing, stalking, threatening or otherwise violating the legal rights (such as the rights of privacy and publicity) of others.
- 5.3 Developer must either own all content used in the Application, or have permission from the content owner to use it in the Application.
- 5.4 Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect other software, firmware, hardware, data, systems, services, or networks.

### **6. Term and termination**

- 6.1 These Terms will start on the earlier of the date Developer accepts them or otherwise starts accessing or using the Platform, and will continue until Developer stops accessing or using the Platform, unless ended earlier as described below. By using the Platform, Developer confirms that (a) it accepts these Terms, and (b) it will comply with these Terms, including any modifications to them from time to time. If at any time Developer does not agree to these Terms, then Developer must not use the Platform.
- 6.2 Failure by Developer to comply with these Terms constitutes a breach, and may result in Vodafone taking all or any of the following actions, or such actions as Vodafone deems reasonably appropriate in the circumstances (a) issuing a warning to Developer, (b) immediate, temporary or permanent withdrawal of the right to use and access the Platform, (c) termination of the Developer's account and removal of Applications, where a breach is not remedied within 15 days of notification by Vodafone, (d) commencement of legal proceedings for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach, (e) further legal action, (f) disclosure of information

to law enforcement authorities as Vodafone deems necessary or as may be required by law. Vodafone excludes liability for all action it may take in response to Developer breaches of these Terms.

- 6.3 Where Developer's account is terminated for any reason, all of Developer's access to the Platform and any Applications will cease. Vodafone will delete all Developer data in accordance with the [privacy policy](#), provided that Vodafone may retain copies or extracts of data as necessary to comply with applicable law, regulation or auditing standards. The provisions of these Terms that naturally survive termination shall survive such termination.

## **7. Data Privacy and Security**

- 7.1 Any personal data, technical and related information collected or used pursuant to the Developer's use of the platform is in accordance with the [privacy policy](#). Additionally, there are special cases where Vodafone collects data in connection with the Platform. Vodafone may collect information about Developer's use of the platform ("**Usage Information**") and we will associate this Usage Information with the Developer's account. Usage Information may be used to enable management of the platform, to audit actions and monitor potential abuse, amongst other activities.
- 7.2 Vodafone has the right to disclose the Developer's identity to any third party who is claiming that any content provided, created or distributed by Developer through the Platform constitutes a violation of their intellectual property rights or of their right to privacy, in such cases where Vodafone is under a legal obligation to disclose such information.
- 7.3 Developer is solely responsible for the security of data residing on server(s) or other systems owned or operated by it, or a third party designated by it (e.g., a web hosting company, processor, or other service provider).
- 7.4 Developer shall comply (and shall procure the compliance of its third parties with whom it has a relationship) with all applicable laws governing the security, collection, retention and use of personal information. For Applications that use location-based APIs or that collect, transmit, maintain, process, share, disclose or otherwise use an end user's personal information, Developer and the Application must comply with all applicable data and privacy regulations with respect to any collection, storage, transmission, maintenance, processing or use of the user's location data or personal information by the Application. Applications that offer location-based services or functionality must notify and obtain consent from an end user before his or her location data is collected, transmitted or otherwise used by the Application.
- 7.5 Developer agrees and acknowledges that data fields and content provided by or accessible through APIs are for information purposes only and not intended to be relied upon as or deemed to be any form of financial, business, tax or legal advice.

## **8. Confidentiality**

- 8.1 Confidential information includes all materials and information concerning the business of one of the parties (either Vodafone or Developer) received by the other party, including pricing, products, designs, business plans, finances, research, development, know-how, personnel, third-party confidential information and trade secrets. Confidential information does not include (a) information that the disclosing party owns and makes generally available to the public, (b) information that the disclosing party can demonstrate had rightfully in possession prior to disclosure by the other party, (c) information that is independently developed by a party without the use of any confidential information of the other party, or (d) information that one party rightfully obtains from a third party who has been given the right by the other party to disclose it without confidentiality obligation.
- 8.2 Vodafone works with many application and software developers and some of their products may be similar to or compete with Developer's Applications. Vodafone may also be developing its own similar or competing applications and products or may decide to do so in the future. Unless otherwise agreed between Developer and Vodafone, Vodafone does not agree, and expressly disclaims, any confidentiality obligations or use restrictions, express or implied, with respect to any information that Developer may provide in connection with these Terms.
- 8.3 Each party receiving confidential information from the disclosing party may disclose such confidential information to the receiving party's affiliates and its and their contractors, provided that those in receipt of such confidential information have a need to know such confidential information and are bound by confidentiality obligations at least as restrictive as those herein. Developer shall keep confidential and not to disclose, publish, or disseminate any confidential information of another party to any other third party without prior written consent. Developer shall take reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of confidential information of the other party.

## **9. Representations and warranties**

- 9.1 Developer represents and warrants that (a) all information and content it provides is true, correct and complete in all respects, (b) it will update Vodafone by email or via the Platform with any changes to information Developer has previously supplied, (c) no authorization or approval from any third party is required in connection with its performance of these Terms, (d) it has the right and authority to accept these Terms on its own behalf and on behalf of any company that employs the Developer, (e) it will comply with all applicable laws, these Terms, any documentation, technical guidelines and other requirements Vodafone may provide from time to time with respect to Developer's use of any of the Platform, (f) it will implement and comply with appropriate data privacy and security measures in connection with its collection, processing, transfer and use of personal data, if any, and that it has all necessary consents required for processing of such personal data in accordance with these Terms, (g) it will not violate, misappropriate, or infringe any intellectual property rights, rights of privacy, rights of personality or any other right of any third party or of Vodafone, (h) it will exercise all legally required care and diligence in connection with the design, manufacture, workmanship, testing, distribution and operation of the Application, and (i) the Application and its content do not contain or distribute any viruses, spam, files, code malware or any other malicious software programs, technology or content that may harm or disrupt the operation of the Platform.
- 9.2 Except as otherwise provided in these Terms, the Platform is provided on an "as is" and "as available" basis. Developer expressly understands and agrees that its use of the Platform is at Developer's sole risk. Vodafone, its affiliates, suppliers and licensors each makes no representations, warranties and guarantees, whether express, implied or statutory, including implied warranties of merchantability, title, non-infringement and fitness for any purpose including (but not limited to) (a) reliability, accuracy, or completeness of the Platform, (b) that Vodafone will continue to offer the Platform, or (c) that the Platform will be uninterrupted, secure, error-free or meet any requirements or expectations, in each case to the maximum extent not prohibited by applicable law.

## **10. Intellectual Property Rights**

- 10.1 This Platform, Materials, various registered and unregistered trade marks and all intellectual property rights therein or associated therewith are all owned or licensed by Vodafone. Vodafone reserve all rights, title, and interest (including the right to enforce any such rights) not expressly granted in these Terms. Developer is not permitted to use any of these trade marks or intellectual property rights without Vodafone's prior written approval.
- 10.2 Except for the rights expressly granted to Vodafone under these Terms, all right, title and interest, including all intellectual property rights, in and to the Applications and Developer's name, logo, and marks belong to and remain exclusively with Developer and its licensors.

## **11. Indemnity**

Developer agrees to indemnify, defend and hold harmless Vodafone and any of its affiliates, contractors, suppliers, licensors, officers, directors, agents and employees from any liability, loss, damage (including legal costs and fees), claims or proceedings (whether actual or threatened) arising out of or relating to (a) Developer's direct or indirect access to, disclosure of, or use of the Platform, APIs, content or data provided under these Terms, (b) any breach or alleged breach by Developer of any of these Terms, (c) any damage or loss caused by negligence, fraud, dishonesty or wilful misconduct by Developer or its personnel, (d) any alleged or actual infringement of any intellectual property rights, proprietary rights, privacy rights or other rights by Developer of a third party, or (e) any alleged or actual violation by Developer of any applicable Laws. Developer shall fully cooperate as reasonably requested by Vodafone in the defence of any claim Vodafone reserves the right to take control of any claim that is subject to Developer's above indemnification. Developer may not settle any matter without the prior written consent of Vodafone.

## **12. Limitation of liability**

Neither Vodafone nor any third parties involved in the provision of the Platform shall be liable for any losses or damage (other than death or personal injury caused by negligence), costs or expense (including but not limited to: loss of use, data, profits, sales, business or business opportunity, revenue or anticipated savings; inaccurate data; failure of security mechanisms; business interruptions, loss of goodwill or reputation; delay; or any indirect, consequential, special, exemplary, punitive loss or damage) or other liability arising out of or in any way connected with:

- the use of the Platform, the site (or linked sites) by you or other persons;
- the provision of or failure to provide the Site;
- your dealing with any third parties, including but not limited to advertisers, promoters, vendors or service providers;
- any errors, defects, interruptions, malfunctions or delays in the provision of the Platform;



- reliance placed on any information (including without limitation, information concerning companies, share prices, investments or securities) material, data, communication or messages obtained, accessed or transmitted through the Platform;
- the loss, corruption or overwriting of any information, material, data, communication or message;
- any unauthorised access to or alteration of your computer system, software, messages, information or data otherwise arising out of the use of the Platform;
- the suspension or termination of the Platform (or any part thereof);
- the acts or omissions of other providers of telecommunications or information services or for faults or failures of their equipment or systems;

whether based in contract, tort (including negligence), breach of statutory duty, or otherwise, even if Vodafone or any of its suppliers has been advised of the possibility of such losses, damage, costs or expenses.

### **13. General**

- 13.1 **Non-exclusivity:** Each party acknowledges and agrees that the rights granted to the other party in these Terms are non-exclusive. Nothing in these Terms shall be deemed or construed to prohibit either party from participating in similar business arrangements as those described in these Terms.
- 13.2 **Relationship:** These Terms are between Developer and Vodafone. No third-party beneficiaries are intended except if expressly provided in these Terms. Each party is an independent contractor. Nothing in these Terms shall be deemed or construed to create a joint venture, partnership or agency relationship between the parties for any purpose. Neither party shall make any representation that suggests otherwise.
- 13.3 **Publicity:** Developer shall not issue any press or similar media releases or general marketing communications or make any other public statements relating to these Terms, their terms and conditions, or the relationship of the parties without the express prior written consent of Vodafone, which may be withheld at Vodafone's sole discretion.
- 13.4 **Changes:** Vodafone may, at its sole discretion, change, discontinue, or limit access to a feature or functionality, including reporting metrics on the Platform, for any reason at any time without liability to Developer. If Vodafone discontinues the Platform, where reasonably possible, Vodafone will give Developer reasonable advance notice. Vodafone reserves the right to change these Terms at any time. Vodafone will provide the changed Terms on the Platform (and it is Developer's responsibility to review these periodically) or by email. Developer must accept the changes to continue using the Platform. Developer's continued access and use of the Platform after any such changes constitutes acceptance of the Terms as modified. Developer must immediately stop accessing and using the Platform if it does not agree to the changes, which will be Developer's sole and exclusive remedy.
- 13.5 **Assignment:** Vodafone may transfer or assign its rights and obligations under these Terms (a) to an affiliate at any time without consent, or (b) to another third party at any time without consent, provided this does not adversely affect Developer's rights under these Terms. Developer may not transfer or assign its rights and obligations under these Terms without the prior written consent of Vodafone. Any purported transfer or assignment in contravention of this section shall be null and void.
- 13.6 **Severability:** If any provision of these Terms is held to be invalid, illegal or unenforceable, the remaining provisions shall be unaffected and remain valid and enforceable without being impaired or invalid in any way. Each party agrees to substitute any invalid provision with a valid provision that most closely approximates the intent of such invalid provision.
- 13.7 **Waiver:** No waiver will be deemed effective unless set forth in writing and signed by the party charged with such waiver, and no waiver of any right arising from any breach will be deemed to be a waiver or authorization of any other breach or of any other right arising under these Terms.
- 13.8 **Further Assurances:** Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to these Terms.
- 13.9 **Force majeure:** If we are unable to perform any obligation under these terms because of a matter beyond our reasonable control such as (but not limited to) lightning, flood, exceptionally severe weather, pandemic, fire, explosion, war, civil disorder, industrial disputes (whether or not involving our employees) or acts of local or central government or other competent regulatory authorities or events beyond the reasonable control of our suppliers, we will have no liability to you for that failure to perform.
- 13.10 **Entire agreement:** These Terms (including any additional terms or policies referenced herein) set forth the entire understanding and agreement of the parties, and supersedes any and all prior or contemporaneous oral or written agreements or understandings between the parties, as to the subject matter of these Terms.

13.11 **Governing law and jurisdiction:** These Terms are governed by English law and the courts of England and Wales will have exclusive jurisdiction.