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About us

LICENCE AGREEMENT FOR VDASH / WEB SW USE

and

INFORMATION ON PERSONAL DATA PROCESSING

(hereinafter referred to as the “**Licence Agreement**”)

Please, read the following Licence Agreement carefully before you start using this program product:

1. Preamble

This contract forms a licence agreement between the authorised user of the software product designed for the communication with Volvo cars through an OBD socket using a standard diagnostic DiCE cable which is required for the use of the original Volvo Vida diagnostics software (hereinafter referred to as the “**VDASH**”), and the author of the VDASH, which is a company D5T5 s.r.o., Smetanova 552, 473 01 Nový Bor, IČO 03175421, DIČ CZ03175421 (hereinafter referred to as the “**D5T5**”), pursuant to Clause 2358 *et seq.* of Act No. 89/2012, the Civil Code, as amended.

D5T5 declares that the company is the author and authorised operator of the VDASH software and is entitled to assign the rights to use this VDASH software under the terms and conditions laid down in this agreement to authorised users. The VDASH, within the meaning of this agreement, shall also refer to any subsequent version or modification of this software.

With respect to the experience in the industry and on the basis of its business licence, D5T5 is able and authorised to engage in activities under this licence agreement.

2. Approval with the rules to use the VDASH, and the authorised user:

2.1. The **authorised user** shall mean any person who complies with all the below listed conditions:

2.1.1. **has been properly acquainted with these conditions of the VDASH use, and understands them and agrees with them without any reservation;**

2.1.2. **is aware of the fact that the VDASH contains experimental functions and that the VDASH has been designed solely for experts / professionals (such as garages etc.), and even if this person is using the VDASH solely for his / her own use and / or outside business activities, he / she is a professional in his / her line of business;**

2.1.3. **has entered into this Licence Agreement with D5T5. The Licence Agreement shall be concluded by installing the VDASH, registering the user in the VDASH environment, clicking on the “I AGREE” button and by logging into the VDASH system under the assigned username and password.** Each logging shall be recorded into the database and is deemed a clear approval with the terms and conditions of this Licence Agreement.

2.2. By meeting the above conditions, the authorised user shall be granted a non-exclusive right (licence) to use the VDASH. This right (licence) may be time limited, or, alternatively, may be unlimited depending on the tariff selected by the VDASH authorised user.

3. Rights and obligations of the D5T5 authorised user

3.1. The authorised user is entitled to use the VDASH exclusively for the purpose laid down in the Licence Agreement, and in accordance with the description of each VDASH functionality, always in compliance with the intended use of the software. The authorised user is allowed to install, open, display, run or otherwise use the VDASH solely in the scope matching the amount paid to D5T5 through the credit system for this functionality, unless the description of a particular functionality clearly shows that this functionality is provided as part of the overall registration fee.

3.2. The authorised user undertakes to avoid any activity that would allow for this user or any third party to use the VDASH illegally. It shall be forbidden to further rent, lend, share, provide the sub-licence to other entities (legal person or individual) or enable third parties to use the VDASH under the login details (credentials) of the authorised user in any other way.

3.4. No retrospective analysis and development are allowed. The authorised user is not allowed to benefit from any knowledge of thoughts, procedures, structure, algorithm and used methods forming the VDASH base or contained in the VDASH, even if these have been acquired in the course of authorised use of the VDASH, with the exception of the use thereof for the necessary need to operate the VDASH, i.e. to achieve mutual functional connection of computer programs. Similarly, this knowledge must not be used for developing or designing any other application or for any business use thereof, not even for any other conduct endangering or breaching the copyright and business interests of D5T5. The authorised user is required to maintain confidentiality regarding this knowledge.

3.5. The authorised user undertakes to avoid performing any attack on the VDASH server as well as providing any third party with the VDASH server address.

3.6. Accessory documentation to the VDASH may not be copied, even though it is available online at www.D5T5.com.

3.7. Should there be any modifications, update, improvement or any other change to the VDASH performed by D5T5, it shall be deemed that the licence has been granted also to the software amended in this way.

3.8. If D5T5 suspects that the VDASH has been misused, D5T5 is entitled to temporarily or permanently prevent the respective authorised user from any access to the VDASH system and once the whole matter has been investigated and if any misbehaviour has been confirmed, D5T5 will notify the respective person by e-mail and subsequently is authorised to deactivate the account of this user. By deactivating the account, the Licence Agreement shall terminate. Any entry fee and unused credit of this user shall then be forfeited to the benefit of D5T5 as a contractual fine charged for a gross violation of contractual arrangements by the respective user. Pursuant to this provision, such fine has been contractually arranged to the benefit of D5T5.

3.9. Any user whose account was deactivated under the previous clause, can file an appeal against the decision of D5T5 within thirty (30) days (a so called "limitation / lapse period"), after the user had learned about the deactivation. The appeal must be duly justified. D5T5 will check the appeal of this user and within the following thirty (30) days will notify the user on the result of this check. If D5T5 does not respond to the appeal within this term, it shall be deemed that D5T5 insists on its decision and the appeal has been dismissed.

4. Copyright

4.1. The VDASH is owned by D5T5. Software product is protected by the law of the Czech Republic on copyright, provisions of international contracts and any other applicable regulation.

5. Disclaimer

5.1. The VDASH has been designed solely for professional and aware users (a condition stipulated in paragraph 2.1.2 above), however users are advised to strictly follow D5T5's recommendation to comply with instructions contained in VDASH updates and to consult any use of the VDASH with the vehicle dealer / manufacturer in advance. D5T5 shall bear no responsibility for any harm caused to the user or to any third party by using this mainly diagnostic VDASH tool.

6. Commercial secret, payment terms

6.1. All contractual arrangements related to commercial, price and other non-public conditions of granting the VDASH, unless published at www.D5T5.com, are subject to commercial (business) secret pursuant to Clause 504, Act No. 89/2012, the Civil Code, between D5T5 and the authorised user. Charges for each operation including payment terms and conditions and the process of invoicing are available for authorised users after logging to the application.

7. Information on personal data processing

7.1. D5T5 ensures operation and distribution of the VDASH, and is the controller of personal data on authorised users of the VDASH (hereinafter referred to as the "**controller**"). D5T5 hereby notifies the authorised users on the processing of their personal data and on rights of authorised users pursuant to Article 12 of the *Regulation on the protection of individuals with regard to the processing of personal data and on the free movement of such data*, and the cancellation of Directive No. 95/46/ES (general directive on personal data protection) (hereinafter referred to as the "**GDPR Directive**").

E-mail: info@d5t5.com

Phone: +420 774 570 383 (Po-Pá 9:00 - 16:00)

Adress: D5T5 s.r.o., Smetanova 552, 47301 Novy Bor, Czech Republic, Europe

7.2. Personal data is processed within the scope as provided by each relevant data subject in relation to entering into contractual or other legal relationship with the controller, or for the data processing in accordance with applicable law. The legal basis for the processing of personal data is Article 6, paragraph 1 b) of the GDPR Directive. Personal data processing by D5T5 is necessary in order to ensure registration in the VDASH and operation of the VDASH.

7.3. Purposes of processing:

- negotiations on contractual relationship (pre-contracting phase)
- compliance with the Licence Agreement, providing access to the VDASH
- marketing campaigns.

7.4. Categories of personal data:

- address and ID data: name, surname, address, Company ID, Tax ID
- contact details: contact address, e-mail address, phone number
- other data required to perform the agreement (such as bank account)
- other data provided within the granted approval of the data subject
- history of user's activities in the VDASH

7.5. The following entities are the recipients of personal data:

- service partners, suppliers / contractors, external legal representatives, tax authorities, bodies of the financial authority, tax consultants and auditors acting as administrators or processors, where required to comply with D5T5's legal obligations,

Personal data is processed all over the period of performing the Licence Agreement, or over the term of VDASH registration, whichever has terminated later.

7.6. Rights of data subjects

Data subject is, in relation to the controller, entitled to:

- require access to the personal data,
- get his / her personal data corrected,
- get his / her personal data deleted,
- ask for the personal data processing to be suspended,
- the right for portability of personal data, and
- the right to raise objections against the personal data processing.

The data subject can claim his / her rights to be exercised by contacting D5T5:

- in writing, by sending a letter to the address of the company's registered office;
- electronically, by sending an e-mail to the above e-mail address; or
- over the phone, by calling the above phone number.

D5T5 notes that the right for deletion of personal data cannot be taken as absolute. Should D5T5 be obliged to comply with statutory and archiving duties, or where the company will be forced to store the data to exercise or defend its legal claims, D5T5 can refuse such request for deletion.

7.7. With respect to the complexity of the system, D5T5 has fourteen (14) days to settle each request. All information is provided free of charge. Only if the frequency of applications raised by one entity has exceeded any tolerable rate, D5T5 is authorised to charge an adequate administrative fee not exceeding the costs necessary to provide such information.

7.8. The data subject is authorised to initiate proceedings (i.e. to submit motion to commence proceedings) with the Office for the Protection of Personal Data of the Czech Republic, if the data subject thinks that that its rights laid down in the GDPR Directive or in applicable legal regulations have been directly affected.

7.9. Applicable legal regulations shall include in particular the GDPR Directive, applicable Act on protection of personal data, as amended, and other applicable generally binding legal regulations (legislation).

This Licence Agreement is made in the Czech and English language version. In case of any discrepancies between both language versions the Czech language version shall prevail.

This Licence Agreement shall be governed by laws of the Czech Republic.



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