

TERMS AND CONDITIONS OF THE “TRACKTRIBE” APP

1. INTRODUCTION TO THE TERMS AND CONDITIONS OF USE

These Terms (the “**Terms**”) govern the use of the “**Brembo TrackTribe**” application (“**App**” or “**Brembo TrackTribe**”) and its related services and features (the “**Services**”) and constitute the agreement between each User registered with the App (“**User**”) and **Brembo N.V.** (“**Brembo**”), with registered office in Bergamo (BG), Via Stezzano, 87, registered in the Bergamo Business Register, VAT No. 00222620163. These Terms apply to the relationship between Brembo and the User regarding the use of the App.

PLEASE READ THESE TERMS CAREFULLY. SECTION 16 (GOVERNING LAW, JURISDICTION, BINDING ARBITRATION, CLASS ACTION WAIVER) CONTAINS A BINDING INDIVIDUAL ARBITRATION AGREEMENT AND A CLASS ACTION WAIVER THAT AFFECT YOUR LEGAL RIGHTS. EXCEPT FOR CERTAIN EXCEPTIONS, THE USER AND COMPANY AGREE THAT DISPUTES WILL BE RESOLVED BY BINDING INDIVIDUAL ARBITRATION RATHER THAN IN COURT, AND THE USER WAIVES THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR CLASS-WIDE ARBITRATION. THE USER MAY OPT OUT OF ARBITRATION BY FOLLOWING THE PROCEDURE IN SECTION 16 WITHIN THIRTY (30) DAYS OF FIRST ACCEPTING THESE TERMS.

2. ACCEPTANCE OF THE TERMS

By providing the opportunity to register for the App and use the Services, Brembo makes an offer to the User. By selecting the appropriate acceptance checkbox and clicking the account creation confirmation button, the User accepts these Terms. Without acceptance, the User will not be able to complete registration and therefore use the App’s Services. To use the App, the User must have a compatible device, such as a smartphone or tablet (the “**Device**”), and an internet connection. The App is compatible with Devices running the Android or iOS operating system that meet the following minimum requirements: Android version 7.0 or higher; iOS version 15.0 or higher. The User is required to read, print, and save a copy of these Terms for reference.

3. SUBJECT MATTER

3.1 Subject to the terms set forth in these Terms and Conditions, as amended from time to time pursuant to Article 17 below, the App allows the User to view useful information about his/her driving experience on the selected circuit (the “**Circuit**”) and to compare his/her performance with that of other enthusiasts who are users of the App. The User may also view the profiles of other users within a community dedicated to the world of motorcycles. Furthermore, the App also offers a service to facilitate contact with authorized Brembo dealers and installers, to ensure assistance and support when needed and under the terms set forth in these Terms and Conditions. The main Services offered through the App may include:

- (i) **User Introduction:** The App provides an introductory guide consisting of images and brief messages regarding its core values and features.
- (ii) **Performance Measurement:** This Service is designed to provide the rider with information to evaluate his/her performance on the track using advanced metrics. Once a reference Circuit is activated, selectable via a dedicated section and following verification of the User’s geolocation, the system collects data using a pressure sensor and an electronic control unit equipped with GPS and an inertial platform contained in the Device Kit (as defined in Article 4 below). The collected data is used to calculate scores and generate charts based on proprietary indices developed by Brembo, which summarize the effectiveness and efficiency of track driving. A digital dashboard is also available which displays real-time information on the Device, such as lap times and split times, via a dedicated interface, which can be viewed by placing the Device on a secure support (not included in the Device Kit) on the Motorcycle. Additionally, at the end of each recorded session, the rider can share content related to his/her performance directly on social media.
- (iii) **Performance Analysis:** The Service allows the User to analyze and compare the Data collected during track sessions, turning every track session into an opportunity for measurable improvement. The sessions conducted by the User are automatically recorded in the internal memory of the electronic control unit contained in the Device Kit. The control unit’s storage capacity is limited to a maximum of approximately four (4) hours of recording. When the maximum storage capacity is reached, the App notifies the User of the need to free up memory space via specific diagnostic alerts, visible on the home screen and in the section dedicated to the Device Kit. In this condition, the control unit does not acquire further data until memory availability is restored.
- (iv) The User can check the status of available memory on the control unit at any time using the dedicated feature available within the App. It is the User’s responsibility to periodically monitor available storage space. In order to ensure the preservation of recordings, the User can download sessions from the control unit’s memory to the App and subsequently transfer them to the integrated cloud service using the features available within the App. Brembo cannot be held liable for any data loss resulting from the User’s failure

to manage storage space. The key data for each session is presented in tabular format, allowing the User to get an immediate overview of performance. Each session can be compared with previous ones, making it possible to highlight concrete improvements in specific data and performance indicators, track progress, and identify areas for optimization.

- (v) Performance-oriented content (service available in future releases): the App offers videos, technical articles, and session analyses that provide opportunities for the rider to improve (e.g., improve braking, optimize trajectories, properly maintain the Motorcycle). The content is selected and dynamically presented based on data collected during track sessions, as well as other information that the user chooses to make available, ensuring a high level of relevance and usefulness for the user.
- (vi) Sharing results: each User can view the nickname and, if available, the profile photo of other users, as well as data related to sessions made public at the User's discretion (e.g., Motorcycle configuration during the session, recorded performance information). Users can compare their performance with that of others, both in aggregate form (overall or circuit-specific rankings based on objective metrics collected during track sessions) and in lap-by-lap mode for more detailed analysis, as well as compare their Motorcycle's setup with that of other users. Users may choose to make their sessions visible and consequently join public leaderboards and follow other riders' profiles to compare results and information. Users may share their session results on social media platforms as available from time to time on the App.
- (vii) Competitions (service available in future releases): this Service allows Users to participate in digital challenges and competitions. Users can create or join closed groups to compete with friends or community members selected by the User, or participate in periodic public challenges organized by Brembo or its partners, each with specific objectives.
- (viii) Motorcycle Maintenance: the App offers motorcyclists digital support for managing the Device Kit. The system provides notifications regarding available updates, as well as diagnostic messages to verify the proper functioning of the Device Kit. Through integration with Google Maps, the User can view locations of Brembo dealers and authorized installers for service and parts. In addition, a dedicated section provides information on the proper functioning of the Device Kit. In the event of anomalies (e.g., pressure sensor not detected, communication issues, or app malfunctions), the User is notified and directed to customer support or an authorized installer. An authorized installer will also be available to provide assistance if the User wishes to transfer the Device Kit from one motorcycle to another.
- (ix) Video analysis with integrated telemetry: This feature allows the User to analyze his/her riding sessions using an advanced video system, enhanced with telemetry data and a feature that enables visual comparisons between different sessions, whether his/her own or those of other riders, to facilitate technical learning and continuous improvement. The User can upload and sync videos of his/her sessions to the App and view them with telemetry data overlaid, such as speed, braking pressure, lean angle, and other relevant parameters. Additionally, at the end of each route, the User can visually compare two sessions (their own or those of other users) by placing the videos and telemetry data side by side, to highlight differences in trajectory, braking, and acceleration. Videos with overlays can be shared on the social media platforms available on the App at any given time.
- (x) After-sales support: The after-sales support service is accessible via the App and provides Users with a dedicated section containing useful information for managing any issues that may arise after purchasing the Device Kit.

3.2 Through this section, the User can find contact information for the support service via a dedicated email address or follow the procedures available on the App from time to time. The Application operates exclusively in active display mode and does not run any background processes. The User acknowledges that all features of the App are available only when it is open and in the foreground on the device. Furthermore, to fully use the Services, the User must:

- Enable the Device's location/GPS; otherwise, it will not be possible to locate the nearest authorized Brembo dealers and installers to contact, for example, in the event of installation or component malfunctions;
- Enable Bluetooth;
- Enable the notification feature. Otherwise, it will not be possible to receive notifications regarding the App's features (e.g., updates, messaging where available);
- Allow access to the camera if the User intends to take photos to use as a profile picture within the App or to complete the Device Kit registration (pairing) process by scanning a QR code;
- Allow access to the photo gallery for direct uploading of images and videos.

3.3 By accepting these Terms, the User is authorized to use the App for the purposes and Services for which it is intended, within the limits and in accordance with the provisions of these Terms. In particular, by using the App, the User agrees: (a) to comply with these Terms; (b) not to use the App for any purpose other than those for which it is intended; (c) to refrain from any form of use, direct and/or indirect, of the App that is contrary to the law, these Terms, or harmful to third parties; (d) to comply with all applicable regulations governing track traffic and the operation of motor vehicles, including regulations regarding the possession of driver's licenses and/or

authorizations, permits, or licenses, however named, and to always drive with caution and care, keeping both hands on the handlebars at all times and focusing exclusively on driving; (e) to always maintain a driving style appropriate to the current situation (including, but not limited to, reducing speed or stopping when necessary), and in any case to drive prudently.

- 3.4 The User agrees to use the App, the Services, the Device Kit, and the Motorcycle in full compliance with all applicable laws and regulations in the location where the User is at the time of use, including, primarily but not exclusively, traffic laws, track riding regulations, and safety standards, as well as regulations regarding the possession of driver's licenses, authorizations, permits, or any other form of authorization necessary for operating motor vehicles. This obligation applies regardless of the place of purchase of the Device Kit, the User's citizenship, residence, or domicile. The User is solely responsible for verifying and complying with the applicable laws in the jurisdiction where the App, the Services, the Device Kit, and the Motorcycle are used, and agrees to indemnify and hold Brembo harmless from any consequences arising from a breach of this obligation.

4. PREREQUISITE FOR USE – THE DEVICE KIT

- 4.1 The User acknowledges and agrees that the use of the App's Services involving the collection of Data on the track is subject to the prior installation on the Motorcycle of a specific hardware device ("**Device Kit**"), consisting of a pressure sensor and an electronic control unit equipped with GPS and an inertial platform, along with the necessary wiring and other components required for the proper installation and operation of the system, as well as a Brembo-branded gadget. The Device Kit is available exclusively from authorized Brembo dealers, an updated list of which can be found on the website www.brembo.com/it/soluzioni/per-la-tua-moto/tracktribe, and its use is governed by specific terms and conditions. Installation of the Device Kit must be performed by an authorized Brembo installer. Downloading and registering for the App remains possible even without the Device Kit; however, in that case, the App's features will be limited to those that do not require the collection of track data. For any information regarding the purchase and installation of the Device Kit, the User may contact authorized Brembo dealers and installers or consult the information available on the website www.brembo.com or in the App's support section.
- 4.2 The User acknowledges that Brembo may enter into commercial agreements with third parties, such as, for example, driving schools, racetracks, motorcycle rental companies, racing teams, or other industry operators (the "**Commercial Partners**"), who may make motorcycles equipped with a Device Kit available to their customers or users. In such cases, the User's use of the App and the Services may also occur in connection with a Device Kit of which the User is not the owner or holder (the "**Third-Party Device Kit**"). Commercial Partners that make Device Kits available to third parties undertake, within the scope of the commercial agreements entered into with Brembo, to comply with these Terms and Conditions also on behalf of the users of the App and the Third-Party Device Kit in the manner to be established between the Parties involved.

5. INFORMATION ON DATA GENERATED BY THE DEVICE KIT AND THE APP

- 5.1 Brembo informs the User that the Device Kit and the App, as a connected product and related service, generate, collect, and process the following data ("**Product Data**" and "**Related Service Data**", collectively referred to as "**Data**" for the purposes of this paragraph):

(a) Type of data: telemetry data (speed, acceleration, GPS position, brake pressure, lean angle, split times, lap times), data regarding the use of the Device Kit and the App, Motorcycle configuration data, data generated by the User's interaction with the App (including videos, images, and uploaded content), metadata related to track sessions and Device Kit operating and diagnostic data;

(b) Data format: data is collected, stored, and made available in a structured, commonly used, and machine-readable format;

(c) Estimated data volume: data volume depends on the total duration of the recording sessions performed by the User. For information purposes only, the maximum storage capacity of the Device Kit control unit is approximately 64 MB, corresponding to approximately four (4) hours of total recording, which may include one or more consecutive or separate usage sessions, including telemetry data and related metadata.

(d) Continuous and real-time generation: the Device Kit is capable of generating data continuously and in real time during track sessions;

(e) Data storage: data generated by the Device Kit is transmitted and stored on remote servers belonging to Brembo and/or cloud service providers appointed by Brembo. The Data is retained for the duration specified in the Privacy Policy and, in any case, for the period necessary to provide the Services and comply with legal obligations;

(f) Access, retrieval, and deletion of data: the User may access his/her Data, retrieve it, or request its deletion through the specific features of the App or by contacting Brembo at the contact details indicated in Article 19 below. The technical procedures for accessing the Data are described in technical documentation accessible to the User and available on the Brembo website.

- 5.2 Right of Access to Data - The User has the right to access Product Data and Related Service Data generated by the use of the Device Kit and the App.

If the User cannot directly access the data via the App or the Device Kit, Brembo, as the data holder, shall make such data available to the User, including the relevant metadata necessary to interpret and use it, without undue delay, upon simple request via electronic means, under the following conditions:

- (a) data is made available in the same quality as that held by Brembo;
- (b) data is provided in a manner that is easy, secure, and free of charge for the User, in a complete, structured, commonly used, and machine-readable format;
- (c) where technically possible, and where this does not entail a disproportionate effort for Brembo, data is made available continuously and in real time.

- 5.3 Sharing Data with Third Parties - Upon the User's request, Brembo makes the Data available to third parties ("Third Party" or "Third Parties") designated by the User and, if applicable, stops sharing with the Third Party upon the User's request.

- 5.4 The User may exercise this right through the relevant features of the App or by submitting a request to Brembo at the contact details indicated in Article 19 below, specifying the identity and contact details of the Third Party receiving data.

- 5.5 The User has the right to exercise any rights available under applicable U.S. federal and state privacy laws with respect to his/her personal data, as further described in the Privacy Policy, and may submit related complaints to the applicable governmental authority.

- 5.6 Brembo and the User may contractually restrict or prohibit access to the Data, its use, or its further sharing if such processing could compromise the security requirements of the Device Kit or the App and result in serious adverse effects on the health, safety, or security of individuals.

- 5.7 Trade Secrets - The User acknowledges that certain data generated by the Device Kit or the App may contain Brembo's trade secrets. In such cases, Brembo will agree with the User, prior to the disclosure of the data, on the technical and organizational measures necessary to preserve the confidentiality of such trade secrets (such as, for example, confidentiality clauses, strict access protocols, and appropriate technical standards).

In exceptional circumstances, if Brembo can demonstrate the possibility of suffering serious economic damage due to the disclosure of trade secrets, despite the measures adopted by the User, Brembo may refuse the specific request for access to the data, providing the User with a specific and justified notice.

- 5.8 Limitations on the User's Use of the Data - The User agrees to:

- (a) not to use the Data obtained to develop a product that competes with the Device Kit or the App, nor to share such Data with Third Parties for that purpose;
- (b) not to use the Data to obtain information regarding Brembo's financial situation, resources, or production methods;
- (c) not to use coercive means or exploit vulnerabilities in Brembo's technical infrastructure to gain access to the Data.

- 5.9 Purposes of Data Use by Brembo - Brembo informs the User that Product Data and Related Service Data may be used by Brembo in accordance with applicable law for the following purposes:

- (a) provision and improvement of the App's Services;
- (b) development of new Brembo products or services;
- (c) aggregate and statistical analysis, in compliance with personal data protection laws and in anonymized form where applicable.

The User acknowledges that any changes to the purposes for which the Data is used will be communicated to the User and will be subject to the User's informed consent where required by applicable law.

- 5.10 The provisions set forth in the separate Privacy Policy regarding the processing of personal data remain unaffected.

6. ADDITIONAL REPRESENTATIONS AND WARRANTIES BY THE USER

6.1 The User represents and warrants:

(a) that he/she is legally entitled to accept these Terms and to use the App and the Services associated with it, in accordance with applicable law;

(b) that the personal data and other information provided to Brembo during registration on the App, or in any case in the context of using the App, are true, accurate, and up-to-date; Brembo reserves the right, but assumes no obligation in this regard, to verify the information provided at any time and by any means at its disposal, including by requesting appropriate supporting documentation from the User, and, in the event of a violation of this Article 6.1(b), to close or suspend the User's account on the App and to prevent its use, stating the relevant reasons;

(c) that the User will use his/her account on the App personally, without allowing third parties to use it, except in cases expressly authorized by Brembo or governed by Article 4.2 above;

(d) that the User is not subject to any restrictions or prohibitive measures that prohibit or limit such use by the User in any jurisdiction;

(e) that, when using the App and/or any other platform owned by Brembo, regardless of whether it is operated by Brembo or by third parties, he/she will not use, publish, or post any Content (i) that is prohibited by law and/or infringes upon the rights of third parties—including the right to privacy regarding one's image and personal data – and/or Brembo's rights and/or defamatory toward third parties and/or Brembo and/or (ii) obscene, offensive, violent, defamatory, discriminatory, harmful to personal dignity, blasphemous, and which, by way of example, may contain racist statements or those extolling the inferiority or superiority of one race, people, or culture over others, justifications of crimes against humanity; incitement to hatred or violence; sexually explicit content; threats or harassment; information or messages that instruct on illegal or dangerous activities for oneself or others, induce illegal activities, or that may cause harm to third parties; incitement to dangerous behavior that risks imitation by minors or to the use of drugs or the mistreatment of people and/or animals; messages, including hidden ones, of a promotional and/or advertising nature; images unsuitable for minors under 18 years of age and in violation of third-party rights, and/or (iii) inappropriate and/or in any way irrelevant to the purposes of TrackTribe, and therefore not related to the track driving session, depicting third parties without his/her consent in violation of regulations regarding image rights and personal data protection.

6.2 The App and related Services are provided on an "AS IS" and "AS AVAILABLE" basis. Brembo is committed to ensuring the best possible functionality of the App; however, given the nature of the Service, uninterrupted access, the absence of errors, and the absence of viruses/malware cannot be guaranteed. Furthermore, access to the App may also be occasionally suspended or restricted to allow for maintenance work or the introduction of new Services, subject to reasonable prior notice to the User where possible. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BREMBO AND ITS AFFILIATES, LICENSORS, AND SERVICE PROVIDERS DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE USER.

7. DOWNLOADING AND REGISTERING FOR THE TRACKTRIBE APP

7.1 Download - The User's use of the App requires the prior download of the App from mobile application distribution platforms (such as, for example, the "App Store" and "Play Store") authorized by Brembo, as well as the installation of the App on the Device. Unless otherwise provided by Brembo and duly communicated to the User from time to time, the download and installation of the App are free of charge.

An Internet connection is required to download the App and use its features. It is understood that the costs of the Internet connection used for downloading and/or accessing the App are subject to the rates, terms, and conditions of the User's service provider and are, in any case, the User's responsibility.

To download and use the App, it is necessary to verify that the App is compatible with the technical specifications of your Device and with the operating system used to update the App by installing the updates made available from time to time by Brembo.

7.2 The User acknowledges that, twelve (12) months after the date of the User's initial account registration (the "**Initial Free Period**"), access to the App and/or one or more Services may be subject to the purchase of a paid subscription (the "**Subscription**"), under the terms and conditions that will be communicated to the User sufficiently in advance of the expiration of the Initial Free Period and, in any case, at least thirty (30) days prior to the Subscription taking effect. Information regarding the Subscription, including the price, duration, payment methods, and included Services, will be made available to the User, who must expressly accept these terms prior

to the activation of the Subscription. If the Subscription is not subscribed to, access to paid Services will be suspended, provided that the User may continue to use any features of the App that remain free, where applicable. The User may in any case terminate the contract with Brembo pursuant to Art. 14.1 if he/she does not intend to subscribe to the Subscription.

- 7.3 **Registration and Account Creation** - The User acknowledges and agrees that in order to use the App, it is necessary to register by creating an account on the App, in accordance with the procedures established by Brembo from time to time.

To register, the User must be of legal age or at least sixteen years old in accordance with the applicable laws of his/her jurisdiction.

Upon first login, the User must enter personal data such as a username and nickname. Currently, access to the App is permitted exclusively via social login (Apple and Google). Any alternative registration methods may be introduced in the future and will be communicated to the User. Use of the App is personal. Once registration is complete, the User proceeds to fill out his/her profile and accept the Terms and Conditions. Subsequent logins are simplified and immediate, without the need to re-enter registration data. During the registration phase, the User is asked to enter certain personal information and to configure his/her motorcycle(s) (the “**Motorcycle**”). Some data is mandatory, while other information is optional but useful for providing a more precise service, particularly to improve the accuracy of performance comparisons with other users. To facilitate the process, suggestions are provided in some cases to assist the User in correctly entering the information, with the understanding that the User must choose from the available options applicable to the specific case. The User may choose which Motorcycle to activate directly from the App, as only one Motorcycle may be active on the App at a time.

- 7.4 The User agrees to (i) not allow unauthorized third parties access to his/her account and assumes full responsibility for all actions taken using his/her account, thereby ensuring the confidentiality of their login credentials; (ii) immediately notify Brembo of any unauthorized use of his/her account or any security breach by using the support channel available through the App, or the contact information listed on the website, or by contacting authorized dealers or installers. To the fullest extent permitted by applicable law, Brembo assumes no liability for any loss or damage arising from the User’s failure to adequately protect his/her account or to notify Brembo of any unauthorized access to or use of the App (iii) to indemnify Brembo against any loss and/or damage and/or claim arising from any unauthorized use of his/her account.
- 7.5 The User may register only once on the App. The User will not be able to proceed with account registration or use the App if the nickname or email address he/she entered is already associated with another existing account.
- 7.6 Registration, the relationship with the User, and the User account, including login credentials, may not be transferred. As a general rule, Brembo does not verify the User’s identity and/or information at the time of registration, although it reserves the right to do so; therefore, it does not guarantee that the holder of each account is the person he/she claims to be.

The data required to use the Services must be complete and accurate. If such data changes during the relationship between Brembo and the User, the User is required to update it promptly via his/her personal settings within the App.

- 7.7 Registration and the subsequent activation of the User account give rise to an indefinite relationship with the User, based on these Terms. The Terms accepted by the User will be stored in Brembo’s computer systems, and the User may request a copy at any time by contacting Brembo in the manner indicated in Article 19 below (Communications and Complaints).

8. LIABILITY

- 8.1 To the extent permitted by law, Brembo shall not be liable to the User in any way for any use of the App in violation of these Terms.
- 8.2 The User acknowledges being liable for any damage to themselves and/or third parties and/or his/her own property and/or that of third parties resulting from failure to comply with these Terms, from violations of the law, of the rules applicable to track riding, including those regarding road traffic, or from improper or non-compliant use of the App. The User acknowledges and agrees that under no circumstances shall Brembo be held liable for damage to property, animals, or persons resulting from the User’s conduct while operating the Motorcycle, even if the User follows the suggestions, advice, or assessments provided by the App. Such liability applies regardless of whether or not the User is the owner of the Device Kit and/or the Motorcycle used, including cases where a Third-Party Device Kit is used pursuant to Article 4.2. The User is fully aware and accepts that the suggestions, advice, and assessments, however named or presented, provided by the App are purely informative and indicative in nature and do not necessarily represent the correct and prudent driving and braking style to be adopted in the specific case. The User agrees not to violate any traffic regulations, track driving rules, or laws in general, nor any rules of

prudence and caution, as a result of the content present on the App in any capacity, and not to modify the App and/or use computer programs that may interfere with the proper functioning of the App.

- 8.3 The User agrees to indemnify Brembo against any damages and/or claims and/or requests for compensation incurred by Brembo as a result of the User's conduct: (a) in violation of these Terms and/or any regulations applicable to track riding or road traffic, or due to recklessness or lack of attention while riding or braking, or in the event of accidents and/or incidents caused by the use of the App and/or the Device and/or the Device Kit while riding the Motorcycle, (b) and/or arising from improper or non-compliant use of the App.
- 8.4 The User expressly acknowledges that Brembo shall in no event be liable to the User for any inaccuracy in the Data.
- 8.5 Brembo shall not be liable for any total or partial failure to fulfill the obligations assumed under these Terms due to force majeure, including, but not limited to: acts of the State and Public Administration, acts of Public Authorities, legal restrictions, epidemics or pandemics, fires, floods, explosions, wars or rebellions, mobilizations, riots, strikes, industrial disturbances, shortages of raw materials, power outages, or telephone line interruptions (collectively, the **"Cases of Force Majeure"**).
- 8.6 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BREMBO OR ITS AFFILIATES, LICENSORS, OR SERVICE PROVIDERS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THESE TERMS, THE APP, OR THE SERVICES, WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, EVEN IF BREMBO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 8.7 Except in cases of willful misconduct or gross negligence and other cases where liability cannot be excluded or limited under mandatory provisions of law, including, by way of example, the provisions of the Consumer Code, Brembo's total liability to the User in connection with these Terms and/or the Services, except where Brembo's liability arises from its own breach of these Terms, shall in no event exceed the amount of €1,000 (one thousand).

9. SUSPENSION OF ACCESS

After assessing the circumstances of each individual case and taking into account both its own interests and those of the User, Brembo may suspend the User's access to all or part of the App's Services by providing the User with timely notice stating the reasons, if there are reasonable grounds to believe that the User has violated the Terms and/or applicable laws, that the User has provided his/her login credentials to third parties, that a third party has used the User's account, or that there has been misuse of the login credentials or the account. In determining the suspension and its terms, including its duration, Brembo will reasonably take into account the User's interests, and the User shall have the right to submit a rebuttal within a reasonable timeframe and/or as reasonably specified by Brembo.

10. PERMITTED USE AND MONITORING OF USER ACTIVITIES

Authorization to use the App is limited to accessing the App and using the Services available on the App, in accordance with the provisions contained in these Terms.

The User is responsible for ensuring the technical requirements (including hardware, internet access, and activation of GPS and/or Bluetooth) necessary for the download and contractual use of the Services. Advice on these matters is not included among the services offered by Brembo.

11. USER-UPLOADED CONTENT

- 11.1 To the extent permitted by the App, Users may upload content to the App (e.g., their profile picture, email address, Motorcycle data, data acquired via the Device Kit, videos uploaded, transmitted, created, generated, or shared by the User) in accordance with these Terms (the **"Content"**).
- 11.2 By submitting the Content, the User grants Brembo a non-exclusive, royalty-free right, limited to the duration of the contractual relationship and transferable exclusively to companies within the Brembo Group or to Brembo's service providers, to use the submitted Content online and offline for the provision of the App's Services, as well as for the provision of related services. The aforementioned right of use and exploitation expires upon deletion of the Content.

Except as provided above, the User is fully aware that deleting the account or uninstalling the App results in the deletion of all Content, Data, or reports present on the App itself.
- 11.3 The User is fully responsible for the Content he/she submits and agrees not to post any Content that violates applicable law. Brembo assumes no responsibility for verifying the completeness, accuracy, legality, timeliness, quality, or suitability of the Content. In addition, there is a mechanism for Users to report video content deemed inappropriate within the community. Upon reaching five reports, the video will no longer be visible within the

App pending further verification by Brembo, which may then confirm the video's inappropriateness or, if not, make it available again on the App. Brembo reserves the right to take necessary protective measures against the User who shared it.

- 11.4 The User declares that he/she is the sole owner of all rights to the Content he/she transmits to Brembo and/or upload to the App, or that he/she is otherwise authorized to publish the Content on the App and to grant the rights of use and exploitation described above.
- 11.5 The User is aware that, when sharing Content with others, such other users may, worldwide, use, save, record, reproduce, transmit, share, and view such Content free of charge. To avoid granting others this right, the User must not use the Services to share the Content.

12. PRIVACY

Brembo will process the User's personal data in accordance with applicable privacy and personal data protection laws and for the purposes and in the manner specified in the separate Privacy Policy for App Users, available in the section titled "Legal Documentation" or similar wording within the App.

13. INTELLECTUAL AND INDUSTRIAL PROPERTY

- 13.1 The App and its content, graphics, and design (collectively, for the purposes of this article, the "**App Content**"), the TrackTribe system and name, the Brembo trademark, the domain name www.brembo.com, and all intellectual and industrial property rights related thereto, are the exclusive property of Brembo or its licensors, are reserved to them, and are not and will not be transferred to the User under any circumstances.
- 13.2 Brembo grants the User a personal, limited, non-exclusive, non-transferable, non-sublicensable, royalty-free, revocable license to install and use the App for the sole purpose of complying with these Terms. To the fullest extent permitted by law, the User agrees not to reproduce, duplicate, copy, sell, transfer, translate, display, publish, exhibit, use for commercial purposes, modify, decode, or disassemble, in whole or in part and in any manner, the App or the App's Content, or create derivative works from them, or attempt to access their source code.
- 13.3 The publication and sharing of certain App Content (including, but not limited to, images, videos, and text) are permitted only when indicated in the App and only for the content and in the manner specified in the App itself.

14. TERM, TERMINATION OF THE SERVICE, AND SURVIVAL OF CLAUSES

- 14.1 The User may withdraw from these Terms at any time by requesting the closure of his/her account through the contact channels made available by Brembo and indicated within the App. The closure of the account and the termination of the relationship do not entail any cost to the User.
- 14.2 Following the termination of the relationship with the User and the deletion of the account, the User will no longer be able to use the Services, and the username used for the account will be blocked as of the time of termination.
- 14.3 The User acknowledges and agrees that Brembo reserves the right to suspend or discontinue one or more features of the Services and/or access to the App, by notifying the User with reasonable notice of at least thirty days, unless such suspension or interruption is necessitated by security reasons, legal obligations, or Force Majeure, in which case the notice period may be reduced in light of the circumstances of the case. Should the suspension or permanent termination of the Service result in significant harm to the User, the User shall have the right to terminate the contract at no cost.
- 14.4 In any case of termination of the relationship and the account, Brembo is authorized to permanently delete the Data generated during the relationship with the User from the moment the termination becomes effective, except for data subject to a mandatory retention period or where there is a specific request from the User.

15. TERMINATION FOR BREACH

Brembo may terminate the Terms with immediate effect, upon written notice to the User specifying the alleged breach, if the User has violated one or more of the following provisions: Articles 3.3 and 3.4 (User's Liability), 5.8 (Limitations on Use of the App), 6 (User Warranties), 7.4 (User Obligations). In any case, Brembo's right to compensation for any damage remains unaffected.

16. GOVERNING LAW AND JURISDICTION, BINDING ARBITRATION, CLASS ACTION WAIVER

- 16.1 These Terms are governed entirely by the laws of New York.
- 16.2 Before initiating any arbitration or court proceedings, the User agrees to first contact Brembo at the address specified in Article 19 and provide a written description of the dispute, and the Parties will attempt in good faith to resolve the dispute for at least thirty (30) days.
- 16.3 Binding Arbitration. Except as set forth below, any dispute, controversy, or claim arising out of or relating to these Terms, the App, or the Services that is not resolved informally shall be finally settled by binding individual

arbitration administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules then in effect, rather than in court. The arbitration will be conducted in the county of the User's residence or another mutually agreed location, and judgment on the award may be entered in any court of competent jurisdiction.

- 16.4 **Class Action Waiver.** The User and Brembo agree that each may bring claims against the other only in an individual capacity, and not as a plaintiff or class member in any purported class, collective, consolidated, or representative proceeding. The arbitrator may not consolidate more than one person's claims or preside over any form of class or representative proceeding.
- 16.5 **Exceptions; Small Claims; Opt-Out.** Either Party may bring an individual claim in a small claims court, and either Party may seek injunctive or equitable relief in a court of competent jurisdiction to protect its intellectual property or confidential information. The User may opt out of this agreement to arbitrate and class action waiver by sending a written notice to Brembo at the address in Article 19 within thirty (30) days of first accepting these Terms.
- 16.6 **Jury Trial Waiver; Venue.** To the extent any dispute is not subject to arbitration, the Parties irrevocably waive any right to a trial by jury and submit to the exclusive jurisdiction of the state and federal courts located in New York County, New York.

17. AMENDMENTS

- 17.1 Brembo reserves the right to update or amend these Terms and Conditions: (i) due to general technical, operational, and economic requirements; and/or (ii) due to changes in regulatory or legislative provisions affecting the economic balance and/or technical and operational aspects, and/or unforeseeable changes in market conditions.
- 17.2 In the event of any changes that are disadvantageous to the User, the User will be notified at least 30 (thirty) days before such changes take effect. If the User does not expressly accept the disadvantageous changes within that period, the User may terminate the Terms in accordance with Article 14.1 above and may not continue to use the Services as of the date such changes take effect. Changes that are not disadvantageous will take effect thirty (30) days after the relevant notification.

18. ASSIGNMENT AND SUBCONTRACTING

The User acknowledges and agrees that Brembo may assign these Terms and the rights arising therefrom, in whole or in part, to companies within the Brembo Group or to third parties, provided that such assignment does not result in a reduction of the User's guarantees and rights under these Terms and applicable law. Brembo will notify the User of the assignment in a timely manner. Brembo may also subcontract to third parties, in whole or in part, the performance of these Terms and Conditions, in which case Brembo shall remain liable to the User for the subcontractor's actions.

19. COMMUNICATIONS AND COMPLAINTS

Any communication from one Party to the other pursuant to these Terms and Conditions must be sent by email to the following addresses:

- (i) for Brembo: TrackTribe@brembo.com.
- (ii) for the User: to the address or email provided to Brembo during registration, as amended and updated from time to time by the User through his/her personal area on the App.

20. GENERAL PROVISIONS

- 20.1 **Entire Agreement.** These Terms and any additional terms applicable to the Services, constitute the entire agreement regarding the App and the Services, and supersede all prior and contemporaneous understandings and agreements, whether written or oral, on the subject matter hereof.
- 20.2 **Severability.** If any provision of these Terms is held to be invalid, illegal, or unenforceable, that provision shall be enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.
- 20.3 **No Waiver.** Brembo's failure to enforce any right or provision of these Terms shall not constitute a waiver of that right or provision.
- 20.4 **Electronic Communications.** The User consents to receive communications from Brembo in electronic form, including by email or through the App, and agrees that all agreements, notices, disclosures, and other communications provided electronically satisfy any legal requirement that such communications be in writing.