

## TERMS AND CONDITIONS OF THE “TRACKTRIBE” APP

### 1. INTRODUCTION TO THE TERMS AND CONDITIONS OF USE

The present Terms and Conditions (“**Terms and Conditions**”) govern the use of the “**Brembo TrackTribe**” app (“**App**” or “**Brembo TrackTribe**”) and the related services and features (“**Services**”) and constitute the agreement between each User registered with the App (“**User**”) and **Brembo N.V.**

(“**Brembo**”), with registered office at Via Stezzano, 87, Bergamo (BG), Italy, registered with the Bergamo Companies Register, VAT Number 00222620163. These Terms and Conditions apply to the relationship between Brembo and the User in relation to the use of the App.

### 2. ACCEPTANCE OF THE TERMS AND CONDITIONS

By providing the opportunity to register with the App and use the Services, Brembo proposes an offer to the User. By ticking the relevant acceptance box and clicking on the "Confirm Account Creation" button, the User accepts these Terms and Conditions. Failure to accept these Terms and Conditions will prevent the User from completing registration and, consequently, from using the Services of the App. To use the App, the User must have a compatible device, such as a smartphone or tablet (“**Device**”), and a data connection. The App is compatible with Devices running the Android or iOS operating system which meet the following minimum requirements: for Android, version 7.0 or higher; for iOS, version 15.0 or higher. The User is required to read, print and save a copy of these Terms and Conditions and Conditions for future reference.

### 3. OBJECT

3.1 Subject to the terms set out in these Terms and Conditions, as amended from time to time in accordance with Art. 17 below, the App allows the User to view useful information about their driving experience on the selected track (“**Track**”) and to compare their *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 motorcycling.

Furthermore, the App also offers a service to facilitate contact with authorised Brembo dealers and installers to ensure assistance and support where required and in accordance with the terms set out in these Terms and Conditions. The main Services offered via the App may include:

- (i) User Introduction: The App provides an introductory guide, consisting of images and brief messages relating to its core values and main features.
- (ii) Performance measurement: This Service is designed to provide riders with information to assess their performance on the track, using advanced metrics. After activating a reference track, which can be selected via a dedicated section and subject to 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, both contained in the Device Kit (as defined in Art. 4 below). The data collected is used to calculate scores and generate graphs based on exclusive indices developed by Brembo, which summarise the effectiveness and efficiency of track driving. A digital dashboard is also available, displaying information such as lap times and split times in real time on the Device via a dedicated interface, which can be viewed by securing the Device to a safe stand (not included in the Device Kit) on the motorcycle. Furthermore, the rider can share content relating to their performance directly on social media at the end of each recorded session.
- (iii) Performance analysis: The Service allows the User to analyse and compare the Data collected during track sessions, turning every track outing into an opportunity for measurable improvement. The User's sessions are automatically recorded in the internal memory of the electronic control unit contained in the Device Kit. The storage capacity of the control unit 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 situation, the control unit will not collect any further data until sufficient memory becomes available again.
- (iv) The User may check the status of the available memory on the control unit at any time using the dedicated feature provided in the App. It is the User’s responsibility to monitor the available storage space periodically. In order to ensure that recordings are retained, the User may download sessions from the memory of the control unit to the App and subsequently transfer them to the integrated cloud service using the features available in the App. Brembo cannot be held liable for any loss of data resulting from the User’s failure to
- (v) manage their storage space. The key data for each session are presented in tabular form, providing the User with an immediate performance overview. Each session can be compared with previous ones, allowing the User to highlight

real improvements in specific data and performance indicators, track progress and identify areas for optimisation.

- (vi) Performance-focused content (service available in future releases): the app offers videos, technical articles and session analyses which provide the rider with opportunities for improvement (e.g. improving braking, optimising racing lines, proper motorcycle maintenance). Content is selected and presented dynamically based on data collected during track sessions, as well as other information that the User makes available at their discretion, ensuring a high level of relevance and usefulness for the User.
- (vii) Results sharing: Each User can view the nickname and, where available, the profile photo of other users, as well as data relating to sessions made public at the User's discretion (for example, the motorcycle configuration during the session, information on recorded performance). It is possible to compare one's own performance with that of others, both in aggregate form (overall or circuit-specific rankings based on objective metrics collected during track sessions) and on a lap-by-lap basis for more detailed analysis, as well as to compare one's own motorcycle set-up with that of other users. Users may choose to make their sessions visible and, consequently, to be included in public leaderboards and follow other riders' profiles to compare results and information. Users may share their session results on social media platforms as made available from time to time on the App.
- (viii) Competitions (service available in future updates): This Service allows Users to take part in digital challenges and competitions. Users can create or join closed groups to compete with friends or community members they selected, or take part in regular public challenges organised by Brembo or its partners, each with specific objectives.
- (ix) 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 designed to verify that the Device Kit is functioning correctly. Through integration with Google Maps, the User can view the locations of Brembo dealers and authorised installers for servicing and spare parts. In addition, there is a dedicated section providing information on the correct operation of the Device Kit. In the event of faults (e.g. pressure sensor not detected, communication problems or app malfunctions), the user is notified and directed to customer support or an authorised installer. An authorised installer will also be available to provide assistance should the user wish to transfer the Device Kit from one motorcycle to another.
- (x) Video analysis with integrated telemetry: This feature allows the User to analyse their riding sessions using an advanced video system, enhanced with telemetry data and a mode that enables visual comparison between different sessions, whether their own or those of other riders, to facilitate technical learning and continuous improvement. The User can upload and synchronise videos of their sessions to the App and view them with telemetry data overlaid, such as speed, braking pressure, lean angle and other relevant parameters. Furthermore, at the end of each run, the User can visually compare two sessions (their own or those of other users) by displaying the videos and telemetry data side by side, to highlight differences in line, braking and acceleration. Videos with overlays can be shared on the social media platforms available on the App from time to time.
- (xi) After-sales support: The after-sales support service is accessible via the App and provides Users with a dedicated section containing useful information for dealing with any issues that may arise following the purchase of the Device Kit.

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

- Enable the Device's location/GPS; otherwise, it will not be possible to locate the nearest authorised Brembo dealers and installers to contact, for example in the event of installation or component faults;
- Enable Bluetooth use;
- Enable the notification reception feature. Failure to do so will prevent the User from receiving notifications relating to the App features (e.g. updates, messaging where available);
- Allow access to the camera if the User wishes to take photographs to use as a profile picture in the App or to complete the registration (pairing) process for the Device Kit by scanning a QR code;
- Allow access to the image gallery for the direct uploading of images and videos.

3.3 By accepting these Terms and Conditions, the User is authorised to use the App for the purposes and Services for which it is intended, within the limits set out herein and in accordance with these Terms and Conditions. In particular, by using

the App, the User shall: (a) comply with these Terms and Conditions; (b) not use the App for any purpose other than that for which it is intended; (c) refrain from any form of use, whether direct and/or indirect, of the App that is contrary to the law, these Terms and Conditions or harmful to third parties; (d) comply with all regulations applicable to track use and the riding of motorcycles, including regulations relating to the possession of driving licences and/or authorisations, licences or permits, however named, and to drive at all times with caution and care, keeping both hands on the handlebars at all times and focusing their attention exclusively on driving; (e) always maintain a driving style appropriate to the circumstances (including, but not limited to, reducing speed or stopping where necessary), and in any event to drive prudently.

- 3.4 The User shall use the App, the Services, the Device Kit and the Motorcycle in full compliance with all applicable laws and regulations in force at the User's location at the time of use, including, primarily but not exclusively, the rules governing road traffic, track riding and safety, as well as the rules relating to the possession of driving licences, authorisations, licences or permits, however named, required for riding motorcycles vehicles. This obligation applies regardless of where the Device Kit was purchased, or of the User's nationality, residence or domicile. The User is solely responsible for verifying and complying with the applicable legislation in the jurisdiction in which they use the App, the Services, the Device Kit and the Motorcycle, and shall indemnify and hold Brembo harmless from any consequences arising from a breach of this obligation.

#### 4. PREREQUISITES FOR USE – THE DEVICE KIT

- 4.1 The User acknowledges and agrees that the use of the App Services involving the collection of track data is subject to the prior installation on the motorcycle of a specific hardware device ("**Device Kit**"), comprising a pressure sensor and an electronic control unit equipped with GPS and an inertial platform, together with the relevant wiring and other components necessary for the correct installation and operation of the system, as well as a Brembo-branded gadget. The Device Kit is available for purchase exclusively from authorised Brembo dealers, an up-to-date list of whom can be found on the website [www.brembo.com/it/soluzioni/per-la-tua-moto/tracktribe](http://www.brembo.com/it/soluzioni/per-la-tua-moto/tracktribe), and its use is governed by specific Terms and Conditions. The Device Kit must be installed by an authorised Brembo installer. It is still possible to download and register for the App without the Device Kit; however, in this case, the functionality of the App will be limited to features which do not require the collection of track data. For information regarding the purchase and installation of the Device Kit, the User may contact authorised Brembo dealers and installers or consult the information available on the website [www.brembo.com](http://www.brembo.com) or in the support section of the App.
- 4.2 The User acknowledges that Brembo may enter into commercial agreements with third parties, such as, by way of example, driving schools, racetracks, motorcycle hire companies, racing teams or other operators in the sector (the "**Commercial Partners**"), who may make motorcycles fitted with Device Kits available to their customers or users. In such cases, the User's use of the App and the Services may also take place in conjunction with a Device Kit of which the User is not the owner or holder (the "**Third-Party Device Kit**"). Commercial Partners who make Device Kits available to third parties undertake, within the framework of the commercial agreements entered into with Brembo, to comply with these Terms and Conditions also on behalf of users of the App and the Third-Party Device Kit in the manner to be agreed 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 for the purposes of this paragraph, "**Data**"):

(a) Data types: Telemetry data (speed, acceleration, GPS position, brake pressure, lean angle, split times, lap times), data relating to 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 relating to track sessions and Device Kit operational and diagnostic data;

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

(c) Estimated data volume: The volume of data depends on the total duration of the recording sessions carried out by the User. Indicatively, 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, comprising telemetry data and related metadata.

(d) Continuous, real-time generation: The Device Kit can generate data continuously and in real time during track sessions.

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

(f) Access, retrieval and erasure of data: The User may access their Data, retrieve it or request its erasure using the relevant features of the App or by contacting Brembo at the contact details set out in Art. 20 below. The technical procedures for accessing Data are described in the 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 through the use of the Device Kit and the App.

Should the User be unable to access the data directly via the App or the Device Kit, Brembo, as the data controller, 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, subject to the following conditions:

(a) the data are made available in the same quality as that held by Brembo;

(b) the 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 feasible and where this does not entail a disproportionate effort on Brembo's behalf, the data is made available continuously and in real time.

5.3 Data sharing with Third Parties: At the User's request, Brembo makes the Data available to third parties ("**Third Party**" or "**Third Parties**") designated by the User and, where applicable, ceases sharing with the Third Party at the User's request.

5.4 The User may exercise this right via the relevant features of the App or by submitting a request to Brembo using the contact details set out in Art. 19 below, specifying the identity and contact details of the Third Party to whom the data is to be disclosed.

5.5 The User has the right to lodge a complaint regarding a breach of the above provisions with the competent authority.

5.6 Brembo and the User may contractually restrict or prohibit access to the Data, its use or its further sharing where 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 protection of natural persons.

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 shall agree with the User, prior to the disclosure of the data, on the technical and organisational 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, where Brembo can demonstrate that it may suffer serious financial loss as a result of the disclosure of trade secrets, despite the measures taken by the User, Brembo may refuse the specific request for access to the data, providing a specific and motivated notification to the User.

5.8 Restrictions on the User's use of the Data: The User shall:

(a) not use the Data obtained to develop a product which competes with the Device Kit or the App, nor share such Data with Third Parties for that purpose;

(b) not use the Data to obtain information on Brembo's financial position, resources or production methods;

(c) do not use coercive means or exploit any weaknesses 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 legislation for the following purposes:

(a) the provision and improvement of the App Services;

(b) the development of new Brembo products or services;

(c) aggregate and statistical analysis, in compliance with data protection legislation and in anonymised 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 legislation.

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

## **6. FURTHER DECLARATIONS AND GUARANTEES BY THE USER**

6.1 The User declares and warrants:

(a) that they are legally entitled to accept these Terms and Conditions and to use the App and the Services associated with it, in accordance with applicable legislation;

(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 breach of the present Art. 6.1. (b), to close or suspend the User's account on the App and to prevent the use of the App, stating the relevant reasons;

(c) that they will use their account on the App personally, without permitting its use by third parties, except in cases expressly authorised by Brembo or governed by Art. 4.2 above;

(d) that they are not subject to any restrictions or prohibitive measures that forbid 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 managed by Brembo or by third parties, will not use, publish or upload any Content (i) prohibited by law and/or infringing the rights of third parties – including the right to privacy regarding one's own image and personal data – and/or Brembo's rights and/or defamatory towards third parties and/or Brembo and/or (ii) obscene, offensive, violent, defamatory, discriminatory, infringing on personal dignity, blasphemous and which, by way of example, may contain racist statements or statements extolling the inferiority or superiority of one race, people or culture over others, or justifications of crimes against humanity; incitement to hatred or violence; sexually explicit content; threats or harassment; information or messages that instruct on activities that are illegal or dangerous to oneself or others, incite illegal activities or that may cause harm to third parties; incitement to dangerous behaviour that risks being imitated by minors, or to the use of drugs or the mistreatment of people and/or animals; messages, including disguised, of a promotional and/or advertising nature; images unsuitable for children under 18 and in breach 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 their consent in breach of the legislation governing image rights and the protection of personal data.

6.2 The App and the related Services are provided "as is". Brembo is committed to ensuring the App functions as effectively as possible; however, given the nature of the Service, uninterrupted access, the absence of errors, and the absence of viruses or malware cannot be guaranteed. Furthermore, access to the App may occasionally be suspended or restricted to allow for maintenance work or the introduction of new Services, subject to reasonable notice being given to the User where possible.

## **7. DOWNLOADING AND REGISTERING FOR THE TRACKTRIBE APP**

7.1 **Download:** In order to use the App, the User must first download it from mobile application distribution platforms (such as, for example, the "App Store" and "Play Store") authorised by Brembo, and install the App on their Device. Unless otherwise specified 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 to download and/or access the App are subject to the rates, terms and conditions applied by the User's service provider and are, in all cases, borne by the User.

In order to download and use the App, the user must first check that the App is compatible with the technical specifications of their 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 ("Initial Free Period"), access to the App and/or to one or more Services may be subject to a paid subscription ("Subscription"), under the financial conditions and in the manner that will be

communicated to the User in good time before the expiry of the Initial Free Period and, in any event, at least thirty (30) days before the Subscription comes into effect. Information relating to the Subscription, including the price, duration, payment methods and the Services included, will be made available to the User, who will be required to expressly accept these terms before the Subscription is activated. If the Subscription is not taken out, access to the paid Services will be suspended, although the User may continue to use any features of the App that remain free of charge, where applicable. The User may, in any event, withdraw from the contract with Brembo in accordance with Art. 14.1 if they do not wish to take out the Subscription.

- 7.3 Registration and account creation: The User acknowledges and accepts 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 over sixteen years of age in accordance with the applicable laws of their jurisdiction.

Upon first login, the User must enter personal details such as a username and nickname. Currently, access to the App is permitted exclusively via social login (Apple and Google). 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 complete their profile and accept the Terms and Conditions. Subsequent logins are quick and straightforward with no need to re-enter registration details. During the registration process, the User is asked to provide personal details and to configure their motorcycle or motorcycles (“**Motorcycle**”). Some details are mandatory, whilst others are optional but useful for providing a more tailored service, in particular to improve the accuracy of *performance* comparisons with other users. To make the process easier, suggestions are provided in some cases to help the User enter the information correctly, on the understanding that it is the User’s responsibility to choose from the available options applicable to their specific situation. The User may choose which Motorcycle to activate directly from the App. Only one Motorcycle may be active on the App at any one time.

- 7.4 The User shall (i) not allow unauthorised third parties to access their account and accepts full responsibility for all actions carried out using their account, thereby ensuring the confidentiality of their login credentials; (ii) notify Brembo immediately of any unauthorised use of their account or any security breach via the support channel available through the App, or via the contact details provided on the website, or by contacting authorised dealers or installers. To the fullest extent permitted by applicable law, Brembo accepts no liability for any loss or damage arising from the User’s failure to adequately protect their account or to notify Brembo of any unauthorised access to or use of the App (iii) to indemnify Brembo against any loss and/or damage and/or claim arising from any unauthorised use of their account.
- 7.5 You can only register once on the App. You will not be able to proceed with account registration or use the App if the username or email address you have entered is already associated with another existing account.
- 7.6 Registration, the relationship with the User and the User account, including login details, may not be transferred. As a general rule, Brembo does not verify the User’s identity and/or details at the time of registration, whilst reserving the right to do so. Therefore, it does not guarantee that the holder of each account is the person they claim to be.

The details required to use the Services must be complete and accurate. Should these details change during the course of the relationship between Brembo and the User, the User is required to update them promptly via their personal settings within the App.

- 7.7 Registration and the subsequent activation of the User account give rise to a relationship with the User for an indefinite period, based on these Terms and Conditions. The Terms and Conditions accepted by the User will be stored in Brembo’s IT systems, and the User may request a copy at any time by contacting Brembo in the manner set out in Art. 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 breach of these Terms and Conditions.
- 8.2 The User acknowledges that they are liable for any damage to themselves and/or third parties and/or to their own property and/or that of third parties arising from failure to comply with these Terms and Conditions, from breaches of the law, from the rules applicable to track driving, including those relating to road traffic, or from improper or unauthorised use of the App. The User acknowledges and accepts that under no circumstances shall Brembo be held liable for damage to property, animals or persons resulting from the User’s conduct whilst riding the motorcycle, even if the User follows the suggestions, advice or assessments provided by the App. This 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 in accordance with Art. 4.2. The User is fully aware and accepts that the suggestions, advice and assessments, however they may be named or presented, provided by the App are purely for information and guidance purposes and do not necessarily represent the correct and prudent driving and braking style to be adopted in a specific situation. The User shall not breach any road traffic regulations, track driving regulations, general laws or rules of prudence and care as a result of the content provided on the App in any capacity nor modify the App and/or use computer programs which may interfere with the proper functioning of the App.

- 8.3 The User agrees to indemnify Brembo against any damage and/or claim and/or demand for compensation suffered by Brembo as a result of the User's conduct: (a) in breach of these Terms and Conditions and/or any regulations applicable to track driving or road traffic; or due to carelessness or lack of attention whilst 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 whilst 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 under no circumstances be liable to the User for any Data inaccuracy.
- 8.5 Brembo shall not be liable for any total or partial failure to fulfil the obligations assumed under these Terms and Conditions due to force majeure, including, but not limited to: acts of the State and the Public Administration, acts of public authorities, legal restrictions, epidemics or pandemics, fires, floods, explosions, wars or rebellions, mobilisations, riots, strikes, industrial disputes, shortages of raw materials, power cuts, or disruption to telephone lines (collectively, the "**Cases of Force Majeure**").
- 8.6 Subject to cases of wilful misconduct or gross negligence and other cases in which liability cannot be excluded or limited by virtue of 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 Conditions and/or the Services, except if Brembo's liability arises from a breach on its part under these Terms and Conditions, shall in no event exceed the sum of € 1,000 (one thousand).

## 9. **SUSPENSION OF ACCESS**

After assessing the circumstances of the 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 Services, providing the User with prompt notice setting out the reasons, where there are reasonable grounds to believe that the User has breached these Terms and Conditions and/or applicable laws, that the User has disclosed their login details to third parties, that a third party has used the User's account, or that there has been misuse of the login details or the account. When deciding on the suspension and the related conditions, including its duration, Brembo will take reasonable account of the User's interests; the User shall be entitled to submit their counter-arguments within a reasonable time frame and/or within a time frame reasonably specified by Brembo.

## 10. **PERMITTED USE AND MONITORING OF USER ACTIVITIES**

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

The User is responsible for creating the technical prerequisites (including hardware, internet access, activation of GPS and/or Bluetooth) necessary for the download and contractual use of the Services. Consultation on such aspects is not included among the services offered by Brembo.

## 11. **TRANSMISSION OF CONTENT BY THE USER**

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

Except as stated above, the User is fully aware that the deletion of the account or the uninstallation of 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 they transmit and shall not publish any Content that breaches applicable law. Brembo is not liable for the completeness,

correctness, legality, timeliness, quality, or suitability of the Content. Furthermore, a mechanism is in place for reporting video content deemed inappropriate by Users within the community. Upon reaching five reports, the video will no longer be viewable within the App for further verification by Brembo, which will then be able to confirm the inappropriateness of the video or, conversely, 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 to be the sole owner of all rights to the Content transmitted to Brembo and/or otherwise uploaded on the App or to be otherwise authorised to publish the Content on the App and to grant the above-described rights of use and exploitation.

11.5 The User is aware that, when sharing Content with others, such other users will be able, on a global scale, to use, save, record, reproduce, transmit, share, and view such Content for free. To prevent granting others such a 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 the current privacy and data protection regulations and for the purposes and in the manner specified in the separate [Privacy Disclosure](#) for App Users, available in the section called legal documentation or a similar term within the App.

## **13. INTELLECTUAL AND INDUSTRIAL PROPERTY**

13.1 The App and its contents, its graphics and its design (jointly, for the purposes of this article, "**App Contents**"), the TrackTribe system and name, the Brembo trademark, the www.brembo.com domain name, and all intellectual and industrial property rights related to them, are the exclusive property of Brembo or its licensees, are reserved to them, and are not and will not be transferred in any case to the User.

13.2 Brembo grants the User a personal, limited, non-exclusive, non-transferable, non-sublicensable, free, revocable license to install and use the App solely for the purpose of executing these Terms and Conditions. To the maximum extent permitted by law, the User agrees not to reproduce, duplicate, copy, sell, transfer, translate, display, publish, expose, use for commercial purposes, modify, decode, reverse engineer, in whole or in part and in any way, the App or the Content of the App or create works derived from them or attempt to access their source code.

13.3 The publication and sharing of certain App Content (for example, images, videos, texts) are only permitted when indicated in the App and for those specific contents and in the manner indicated in the App itself.

## **14. DURATION, TERMINATION OF SERVICE AND SURVIVAL OF CLAUSES**

14.1 The User may terminate these Terms and Conditions at any time by requesting the closure of their account through the contact channels provided by Brembo and indicated within the App. The closure of the account and the termination of the relationship do not incur any cost for 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 nickname used for the account will be blocked from the moment of termination.

14.3 The User acknowledges and accepts that Brembo reserves the right to suspend or interrupt one or more functionalities of the Services and/or access to the App, notifying the User with a reasonable notice period of at least thirty days, unless the suspension or interruption is necessary for security reasons, legal obligations, or Force Majeure, in which case the notice period may be reduced according to the circumstances. If the suspension or definitive interruption of the Service causes significant harm to the User, the latter will 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 authorised to permanently delete the Data generated during the relationship with the User from the moment the termination becomes effective, without prejudice to data for which a mandatory retention period is provided or there is a specific request from the User.

## **15. RESOLUTION**

Pursuant to Art. 1456 of the Civil Code, Brembo may terminate the Terms and Conditions with immediate effect, following written notice to the User containing the indication of the contested breach, if the User has breached one or more of the following provisions: Art. 3.3 and Art. 3.4 (User's responsibility), Art. 5.8 (Restrictions on the User's use of the App), Art. 6 (Guarantees by the User), Art. 7.4 (Commitments by the User). In any case, Brembo's right to compensation for any potential damage remains unaffected.

## **16. APPLICABLE LAW AND COMPETENT COURT**

16.1 These Terms and Conditions are entirely governed by Italian law.

- 16.2 Any dispute that may arise between the Parties regarding the validity, interpretation, execution, and resolution of these Terms and Conditions and/or in any way in connection with these Conditions shall be subject to the exclusive jurisdiction of the court in the place where the User has their residence or elected domicile within Italian territory.

## **17. MODIFICATIONS**

- 17.1 Brembo reserves the right to update or modify these Terms and Conditions: (i) due to unforeseen technical, managerial, and economic needs of a general nature; and/or (ii) due to changes in regulatory or legislative provisions that affect the economic balance and/or technical and managerial aspects and/or unforeseen changes in the structural conditions of the market.
- 17.2 In the event of any changes to the User's disadvantage, the User will be informed at least 30 (thirty) days before their entry into force. If the User does not expressly accept the disadvantageous changes within this period, they may withdraw from the Terms and Conditions pursuant to Art. 14.1 above and will not be able to continue using the Services from the date of their entry into force. Non-pejorative changes will come into effect thirty (30) days after the relevant notification.

## **18. ASSIGNMENT AND SUBCONTRACTING**

The User acknowledges and accepts that Brembo may assign in whole or in part these Terms and Conditions and the rights arising therefrom to companies within the Brembo group, or to third parties, provided that such assignment does not result in a reduction of the guarantees and rights of the User as provided by these Terms and Conditions and applicable law. Brembo will inform the User of the completed transfer with reasonable notice. Brembo may also subcontract to third parties, in whole or in part, the execution of these Terms and Conditions, remaining in this case responsible towards the User for the actions of the subcontractor.

## **19. COMMUNICATIONS AND COMPLAINTS**

Any communication from one Party to the other under these Terms and Conditions must be sent by e-mail to the following addresses:

- (i) to Brembo: [TrackTribe@brembo.com](mailto:TrackTribe@brembo.com).
- (ii) to the User: to the address or email communicated to Brembo during registration, as modified and updated from time to time by the User through their personal area on the App.