

Terms and Conditions of the e-Traffic app use

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS. IT ALSO CONTAINS A DISPUTE RESOLUTION CLAUSE.

The e-Traffic app is provided by the E-Government Center PI (hereinafter referred to as the – EGC).

Welcome to e-Traffic. We are pleased that you have chosen our app. We are committed to offer you the best possible experience. Before you start, you must read and agree to these terms and conditions of use (hereinafter referred to as the -Terms).

Accepting the Terms and Conditions

By downloading and using the e-Traffic app you accept these Terms and agree to be bound by them. The EGC may modify these Terms at any time and by continuing to use the e-Traffic app you agree to be bound by such changes.

Privacy

Any information made available by you or collected by us when using the e-Traffic app, shall be subject to the privacy policy.

The e-Traffic app does not actually store personal information, except for the unique identification number of the document have received from the police (16 digits) and VIN (vehicle identification number – 17 symbols), as well as the registration ID issued by Google or Apple (push-notification services) for the purpose of enabling you to receive notification type messages. Your acceptance of these Terms is also your consent to EGC processing and storing these data. The information should be used to send you information regarding your violations and fines.

Electronic Notification

By downloading and / or using the e-Traffic app, you agree to receive electronic communications and notices from the Traffic Monitoring and Control Centre of Information Technologies Service of the Ministry of Interior. You agree that any notice, agreements, disclosure or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications should be in writing.

Your demeanor

By downloading and using the e-Traffic app, you agree to not upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment associated with the e-Traffic app. You also agree not to interfere with the servers or networks connected to the e-Traffic app or to violate any of the procedures, policies or

regulations of networks connected to the e-Traffic app. You also agree not to: A) impersonate any other person while using the e-Traffic app; B) use the e-Traffic app for any unlawful purpose; C) resell or export the software associated with the e-Traffic app.

Costs of using the e-Traffic application

Currently, the EGC offers you the application free of charge. Nevertheless, when using the e-Traffic app you may have to pay some costs imposed by your internet operator. Payment of such costs is your exclusive responsibility. It is possible that the e-Traffic may not be accessible for some countries, this depending on application's compatibility with other foreign networks. The ability to download the e-Traffic app may be restricted or injured when you are using the roaming option abroad.

Disclaimer of Warranty and Limitation of Liability

The EGC provides the e-Traffic app "as is" and without warranties of any kind (express, implied, and statutory). The EGC assumes no liability or responsibility for any errors or omissions found on the e-Traffic app; any failures, delays or interruptions found on the e-Traffic app; any loss or damage arising from the e-Traffic app inappropriate use, including, but not limited to, any malfunction of your mobile phone; any manner to use the e-Traffic app. We reserve the right to provide the e-Traffic app at our sole discretion. EGC does not bear any responsibility in the events when the Traffic Monitoring and Control Centre of Information Technologies Service of the Ministry of Interior has not sent for any reason notices of violations.

The EGC shall not be liable under any circumstances for the loss of use, or any special, incidental, indirect or important losses arising out of or in connection with the e-Traffic app or these Terms, or any theory of liability, whether the possibility of loss was mentioned or not. The EGC shall bear no responsibility towards application user's obligation to pay the traffic fines notified via the e-Traffic app.

Indemnity

You agree to defend, indemnify, and hold harmless the EGC and any of its associates, directors, representatives, employees or agents and trading partners from and against claims or grounds to sue third parties, including attorneys' fees, court fees, alleging or resulting directly or indirectly, from your use of the e-Traffic app or breach of any obligations you may have with respect to any laws or third parties.

Dispute

You agree that these Terms or any claim, dispute or controversy between you and the EGC arising out of or relating to these Terms, their interpretation or breach, termination or validity, the relationships which result from these Terms, the e-Traffic app, e-Traffic app's advertising or any related transaction, shall be governed and resolved in accordance with the legislation of the Republic of Moldova.

Final provisions

If any provision of these Terms is held invalid or unenforceable, such provision will be canceled, and the remainder of these Terms shall continue in full force and effect. The headings are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope or intent of the respective section. The failure of the EGC to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms constitutes the entire agreement between you and the EGC in terms of using the e-Traffic app.