

Pathearn Software Solution

Terms of Use ("ToU")

1. Definition of Terms

- a. **"We", "us" or "VMobile"** means "VMobile" AD a joint stock company incorporated and existing under the laws of Bulgaria with a registered office at 5 Rezbarska St. BG-1510 Sofia;
- b. **"You", "Your/s" or "users"** refers to the users of the Pathearn Application, whether they are private users, that have downloaded our Application ("**Private Users**") or users of a company that is in a B2B relationship with VMobile ("**B2B Users**"). Where there are any differences regarding the application of the ToU between Private Users and B2B Users, this is expressly reflected in the relevant provisions herein;

Data (as defined in lit c. hereunder) may also be collected by our staff based on their work duties to us, without these ToU necessarily applying to them. However, if You work for us and part of Your duties involves collecting Data, then our Privacy Notice will also apply to you;

- c. **"Pathearn"** is a software solution for gathering of: a) data for IoT devices and multiple moving and stationary objects (i.e., road signs) and/or b) imagery (i.e., detailed surrounding area images database); a) and b) both with essential geospatial attributes and timestamp, optimized for clarity and comprehensive analysis ("**Data**"), for the needs of data consumers in a distribution ecosystem. For the Private Users and for some B2B users (depending on the explicit contract between us and the respective B2B partner), the solution is being migrated over a blockchain protocol to enhance secure and transparent monetization of the relevant user-generated Data.

"Pathearn" is also used with the meaning ascribed to the Platform and/or the Application, where appropriate;

- d. **"Platform"** means the Pathearn web-based software platform at <https://pathearn.eu>;
- e. **"Application"** means the Pathearn mobile software application using Android and iOS operating systems and available for free download in the online stores GooglePlay, Apple Store, Huawei App Gallery, as well as at <https://pathearn.eu>;
- f. **"PTRN"** means the utility token of our partner's blockchain-based Platform.
- g. **"Data Marketplace/s"** means transactional platform/s where data is treated as a product that users buy and sell. Data Marketplaces typically offer various types of data for different markets and from different sources.
- h. **"Users of Data Marketplace"** means people buying traded by us data on Data Marketplace/s.
- i. **"Datasets for Data Marketplace/s"** – means aggregated and/or anonymized parts of the Data (as defined hereabove), which include road signs and/or imagery that are traded by VMobile on Data Marketplace/s.

2. Using Pathearn¹

Pathearn uses video stream (without video recording or transmission) from Your device camera and/or from a CCTV camera(s) to capture images in real time. Depending on the speed at which Your device moves, the auto zoom in/out function is activated in order to recognize more objects.

¹ Please note that the use of the functionalities of Pathearn differs depending on the country in which you are using it. Please check our "List of countries" attached to our Privacy Policy to understand more about which functionalities are unlocked in your country of residence.

When using Pathearn with installed static CCTV camera(s) objects are captured when passed through the camera(s).

- a) Pathearn allows users to identify road signs. The Application automatically creates a record including GPS coordinates and a time stamp. All records of the specific object are analyzed by an algorithm and the record with the highest accuracy is chosen and transmitted to the Pathearn cloud database.
- b) Pathearn also allows users to gather imagery (surrounding area images). Again, the Application automatically creates a record including GPS coordinates and a time stamp. The application's camera captures such images, which are immediately analyzed for caught faces. If such faces are identified, your device automatically blurs them.

3. Benefits for Users.

By using Pathearn You can acquire points for capturing and transmitting verifiable Data. You may generate points by simply using Pathearn on Your device(s) equipped with camera(s) or by installing a CCTV camera(s) and using the Platform. Once a new record enters the platform, a record verification process starts. After verification of Data points are added to the user account per each successfully identified object or image. Users can access the accumulated points via the Application as well as via the Platform.

In the history section of the Application and the Platform users can see chronologically the location and the timestamp of the detected objects and images which can also be visualized on the map. Private Users and some of the B2B Users could exchange the collected points for PTRN. For more information about the PTRN tokens please visit our partner's website at <https://ptrn.ai/>.

4. Use, Registration, Account and Termination

To be able to use Pathearn, You must first register to the Application or the Platform. The user can access Pathearn by registering via email and password. You are responsible for unauthorized access to your account. Passwords and other information for access and use of Pathearn must not be provided to third parties.

VMobile may not be held responsible in any event when You have provided incorrect information on Your e-mail address or Your inability to access the provided e-mail inbox.

These ToU shall commence on the date You have started to use Pathearn and remain in effect until terminated in accordance with this section.

Generally, we keep Your user account open and the ToU between You and us in full force and effect as long as Your account is active (*For the avoidance of any doubt*, an "active account" means an account that is actively used for gathering information via Pathearn. The simple withdrawal of already accumulated points does not make Your account active).

- a) An account that has not been used at all for 24 months and has no accumulated points would be deleted and the data on it would not be stored.
- b) An account that has been used and has accumulated points but after that You cease activity for 24 months would be deleted and the data on it not stored, where the accumulated points would be lost.

In some cases, the accounts of the B2B Users may not follow the above-determined time limitations, depending on our contractual relations with our B2B partners.

By registering or using Pathearn You agree to these ToU and provide a certain minimum of personal data. Personal data will be processed in compliance with the requirements of the applicable data protection legislation and in strict compliance with appropriate technical and organizational measures. Without the use of this personal data, we will not be able to give You the opportunity to use Pathearn, so you must be informed about the data processing. For more information, please read our Privacy Policy.

You have the right to terminate the contract under these ToU at any time by deleting Your account from the Platform and/or uninstalling the Application from Your devices, thereby terminating the use of Pathearn. Please note, however, that if you have already earned points on your account (that have not been exchanged to e.g., PTRN tokens) you will lose them with the act of deletion of Your account.

We may also unilaterally and immediately terminate these ToU, your account, and your use of Pathearn at any time without notice, including for suspected violation of these ToU or any applicable law, including but not limited to any cases in which the verification of the Data You have sent us shows that the Data is not real. If we discover that You have sent us not real Data (e.g., Data from live streaming, Data from old pictures, etc. Data that is not gathered in the manner described herein) we have the right to immediately block your account and terminate these ToU. Thus, You will no longer be able to use the account and the already accumulated points, if any, will be lost.

Upon termination of these ToU, all applicable rights and access granted to You herein will automatically terminate and You will cease any further use of Pathearn.

5. Conditions for Placing Aggregated and Anonymized Data by VMobile on Data Marketplace/s

All Datasets for Data Marketplace, as provided by us and by definition, are aggregated and/or anonymized to ensure that individuals cannot be directly or indirectly identified. However, we make no guarantees regarding the continued accuracy, completeness, or timeliness of the Datasets for Data Marketplace, especially after they have been transferred to Users of Data Marketplace. It is the sole responsibility of the Users of Data Marketplace to ensure that their use (including any modification, distribution, or publication) of the Datasets for Data Marketplace complies with all applicable privacy and data protection laws and regulations as re-identification risks might exist if the Datasets for Data Marketplace are combined with other datasets or in case the Users of Data Marketplace attempt to reverse engineer, de-anonymize or otherwise reconstruct any information from the Datasets for Data Marketplace.

Once ownership has been transferred to a User of Data Marketplace, the latter may use the Datasets for Data Marketplace for any lawful purpose, including but not limited to analysis, commercial projects, or integration into other systems. All risks and liability for any claims, damages, or consequences resulting from the use of the Datasets for Data Marketplace, whether it is used internally or shared with third parties is assumed by the User of Data Marketplace.

All Users of Data Marketplace agree not to use the Datasets for Data Marketplace:

- For any unlawful, harmful, or fraudulent activities.
- In a manner that could harm or exploit any individual, entity, or community.
- To create products or services that could undermine user privacy or anonymity.
- For any military or weaponized applications.
- In any way that could violate applicable (data privacy) laws or compromise the anonymization process.

To the fullest extent permitted by law, we will not be liable for any direct, indirect, incidental, special, consequential, or punitive damages arising from the use of or the inability to use the Datasets for Data Marketplace after the ownership transfer.

Users of Data Marketplace agree to indemnify and hold us harmless from any claims, liabilities, damages, losses or expenses (including legal fees), arising out of or in connection with the use of the Datasets for Data Marketplace or any violation of these ToU or of any applicable laws after the ownership has been transferred.

Once ownership of the Datasets for Data Marketplace has been transferred, these ToU remain in effect for the duration of the use of the Datasets for Data Marketplace.

6. Intellectual Property Rights

The software that ensures the operation of Pathearn, including design, code, databases, text, drawings, graphics, sketches, and any other information or elements, is subject to copyright within the meaning of Bulgaria's Copyright and Related Rights Act that belongs to Us. No part of the copyright-protected objects may be reproduced, translated, modified, or used in any way without the prior express written consent of VMobile.

Any unauthorized use, reproduction, distribution, modification, etc. of part or all of the content of the protected objects is prohibited, constitutes an infringement, and will be prosecuted following the law.

In addition, Pathearn, the logo of Pathearn, the <https://pathearn.ai/> website and domain, any other owned by us website domain(s), and all content and other materials available through the Platform and the Application (collectively, the “**Our IP**”) are intellectual property of and owned by us or its licensors and suppliers. Neither Your use of Pathearn, nor these ToU grant you any right, title, or interest in, or any license to reproduce or otherwise use Our IP.

Concerning the trade of any Dataset for Data Marketplace/s, all ownership rights, title, and interest in the Datasets for Data Marketplace/s are transferred upon delivery to the User/s of Data Marketplace/s. The Datasets for Data Marketplace/s may be used, modified, or redistributed at the discretion of the User/s of Data Marketplace/s, subject to compliance with these ToU and any applicable laws and regulations. In any case, we retain the right to continue using, accessing and distributing anonymized versions of the original Datasets for Data Marketplace/s for our own purposes.

7. Software Updates and Changes to the ToU and our Privacy Policy.

We may find it necessary to revise these ToU and/or our Privacy Policy (or “**PP**”) from time to time to better reflect changes to the law, new regulatory requirements, or improvements or enhancements made at Pathearn.

If we decide to modify these ToU and/or the PP, we will post the modification on our site and **update the date of last update** at the bottom of these documents and provide you with notice of the modification on our site. Any change to these ToU and/or the PP will be effective as of the date of last update. By continuing to access or use Pathearn after such date, you agree to be bound by the modified ToU. If the modified ToU are not acceptable to you then you have to cease using Pathearn.

If you don't agree to the updates we make, please cancel your account and stop using Pathearn before the updated ToU become effective. Please note, however, that if you have any points that were not rewarded by the time of canceling Your account, such points will be lost. By continuing to use or access Pathearn after the updates come into effect, You agree to be bound by the revised ToU.

We may from time to time provide updates or upgrades to Pathearn but are not under any obligation to do so. Such Revisions will be supplied according to our then-current policies, which may include automatic updating or upgrading without any additional notice to You.

8. Data processing

Your data processed by VMobile is thoroughly described in our Privacy Notice, along with all rights You have with this respect.

The purpose of this clause is to address Your role in the data processing process by using Pathearn (as described in section 2 hereabove) in the rare cases where VMobile collects Data that may contain personal data (NB! the purpose of Pathearn is not to collect personal data, but such data may briefly be received by us before deletion, as described in our Privacy Notice).

As explained hereabove, Pathearn is automatically sending Data to the VMobile's cloud database and in an encrypted channel. The **collected Data is not stored or displayed on Your device(s) and/or on Your installed camera(s) and is no visible for You in any way**. Such Data collection is a consequence of the use of Pathearn where all data protection obligations are subject to the responsibility of VMobile, as well as the relationship between VMobile and the respective application provider. When the Data received by Your use of Pathearn and Your collection of points includes

personal data, it is usually sent to us in an anonymized form (depending on the type of the Data). The Data collection (as a data processing activity) is not within Your control and therefore you are not considered a data processor, nor are obliged to undertake any measures to protect such collection and/or to assist VMobile in any way with this matter (e.g., in answering data subjects request, in data breach cases, etc.).

Under these ToU You do not collect, record, organize, structure, store, adapt, alter, retrieve, consult, use, disclose by transmission, disseminate or otherwise make available, align or combine, restrict, erase or destruct the Data in any way nor do you replace VMobile in any or part of these activities.

The collection of the Data is based on a Data Protection Impact Assessment ("**DPIA**") conducted by VMobile (consolidated version of the DPIA to be found here) and occurs entirely according to our instructions embedded in the functionalities of Pathearn.

9. Third-Party Websites

Pathearn may link to and reference the websites and content of third parties ("**Third-Party Websites**"), some of whom may have established relationships with us and some of whom may not. We do not have control over the content or performance of Third-Party Websites. We have not reviewed and cannot control all Third-Party Websites. Accordingly, we do not represent, warrant, or endorse any Third-Party Websites, or the accuracy, currency, content, fitness, lawfulness, or quality of the information, material, goods, or services available through the Third-Party Websites. We are not responsible for any damages or other harm, whether to You or third parties, resulting from Your use of Third-Party Websites.

10. Eligibility

If you are agreeing to these ToU on behalf of an organization or entity, you represent and warrant that you are authorized to agree to these ToU on that organization or entity's behalf and bind them to these ToU.

11. Governing Law and Jurisdiction

If you use the Platform for your personal use (i.e, as Private Users), these ToU as well as the relations between you and us which are not regulated by these ToU will be governed by the law of the jurisdiction where you are resident. In such cases, the court in the jurisdiction at your residence will be competent to resolve all legal matters arising in connection with the ToU that are not settled by mutual agreement with us. You have also the right to use alternative dispute resolution tools available in the jurisdiction at your residence as well as the European Online Dispute Resolution (ODR) platform (available at <http://ec.europa.eu/odr>) for the EU.

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