



ALL USERS OF THIS MOBILE APPLICATION ARE ADVISED TO READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY. BY USING THIS MOBILE APPLICATION, YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS OF USE.

This mobile application "ACL App" respectively "ACL.lu" (hereinafter the "Mobile Application") is designed for strictly personal use and does not entail any legal commitment or contractual agreement on the part of the non-profit association Automobile Club du Luxembourg, registered with the Luxembourg trade and companies register under number F630 and whose registered office is established at 54, Route de Longwy, L - 8007 Bertrange (hereinafter referred to as "ACL"), which also reserves the right to make changes to said application.

Access to the services presented in the mobile application and their use may be subject to restrictions for certain users or certain countries.

Only ACL members as defined in the general terms and conditions and services of ACL can use certain features of the mobile Application.

The general terms and conditions and services of the ACL may be consulted on the website www.acl.lu

INTRODUCTORY PROVISIONS

The use of the mobile application is free of charge. However, in order to access certain features, the User must become a member of the Automobile Club du Luxembourg beforehand in order to receive the information required to create a user account.

The "User" means any natural person using this mobile Application. The User confirms that he/she has the skills and means required to access and use the mobile application and declares that he/she accepts the general terms and conditions.

1. GENERAL PRESENTATION

These general terms and conditions of use define the conditions under which the user is authorised to:

- Access the mobile application
- Use the offered services

2. OBJECTIVES OF THE APPLICATION

The mobile application allows the User:



- To be directly geolocated via his/her mobile phone so that he/she may be assisted as quickly and effectively as possible by the ACL services.
- To consult the traffic conditions in Luxembourg and in particular the presence of road works, traffic jams, accidents and fixed speed cameras in Luxembourg.
- To consult information and news in relation to ACL.
- For ACL members, to have a record of their vehicle specifications transmitted directly to the ACL assistance service when using the eCall mobile function.
- For ACL members, to obtain information relating to their membership card.

3. REGISTRATION AND USE

Steps to follow before using the mobile application:

3.1 Downloading:

You must download the mobile application.

3.2 Use:

The basic features are available free of charge once the application is installed.

3.3 Becoming an ACL member

You can use the "become an ACL member" feature or directly log on to the ACL website to become a member in order to benefit from the additional features.

3.4 ACL membership authentication:

After becoming a member, the authentication procedure involves completing the following fields: membership card number, date of birth, post code and GSM number.

The membership card number is personal and confidential. The User is solely responsible for maintaining this confidentiality.

4. RATES

Downloading the mobile application onto your mobile phone is free of charge.

The cost of access to the telecommunications network shall be borne by the User of the mobile phone, in accordance with the terms stipulated by his/her service provider and by his/her telecommunications provider.



It is the User's responsibility to pay an internet service subscription to a telecommunications provider. All charges shall be paid by the User. The ACL cannot be held responsible for any damage resulting from the malfunctioning or incorrect setup of the telephony, IT or software environment or the Internet services, which has made access to the mobile application impossible.

5. PERSONAL DATA

ACL takes personal data protection very seriously. Pursuant to the law and applicable regulations, ACL undertakes to:

- Inform the User clearly about the data collected and its use;
- Respect the User's rights to access, modify and delete personal data;
- Secure the collection/transfer of the User's data.

In accordance with the law of 2 August 2002 on the protection of individuals with regard to the processing of personal data, the individual concerned has a right to access and modify the information collected on this mobile application, pursuant to the provisions of the aforementioned legislation.

You may exercise your right to access information concerning you and, for legitimate reasons, modify or delete the same information, as well as oppose to the use thereof, by emailing: acl@acl.lu

5.1 Nature of the data collected

5.1.1 Data provided by the User:

- Surname/Forename
- Date of birth
- Post code
- Membership card number
- Mobile number
- Information allowing the User to access breakdown assistance and recovery services for his/her vehicle:
 - Type of vehicle
 - License plate
 - Brand
 - Model
 - VIN number
 - Colour
 - Fuel type
 - Gearbox
 - Traction
 - First registration



- Preferred garage
- Number and street
- Post code and town
- Country
- Photo

5.1.2 Data acquired

- the user's GPS coordinates
- the date and time
- mobile phone operating system (iOS or Android)

This is by no means an exhaustive list, the ACL uses this information to provide the User with a comprehensive overview of the features of the mobile Application and advice tailored to his/her needs in order to proceed with the breakdown assistance and recovery of the vehicles and drivers.

5.2 Data recipients

The information collected regarding the personal data collected will be sent to ACL and more specifically to its support centre: assist@acl.lu.

6. USING THE APPLICATION

6.1 Online support:

To obtain online assistance, the User must start the application and launch the online call by pressing the "eCall mobile" button followed by the "Call Support" button.

The application will send the pre-entered information concerning the identification of the member, the geolocation and the pre-entered details of the chosen vehicle to the support centre.

6.2 Traffic report:

Using the "Traffic report" button, the User has access to information on traffic conditions and in particular the presence of traffic jams, road works, accidents and fixed speed cameras in Luxembourg.

6.3 Information & news:

Using the "Info & news" button, the User has direct access to ACL's news and info.



6.4 Membership card:

This feature allows the ACL member User to obtain information on his/her ACL membership card.

6.5 My vehicles

The "My vehicles" feature allows the ACL member User to supply his/her vehicle specifications.

7. DURATION AND TERMINATION

This contract enters into force on the date you use the mobile Application for the first time and continues until you stop using the mobile Application.

The ACL may terminate the contract and close the account at any time without prior notice. You may terminate the contract and close your account at any time by sending an e-mail to the following address acl@acl.lu and by uninstalling the mobile application.

As certain features of the mobile application are dependent on the status of the ACL member, any termination, resolution, invalidity or cancellation of the ACL membership contract will automatically lead to the suspension of your account and your access to its features.

8. COPYRIGHT

The mobile Application must be considered as an indivisible whole. Any partial or complete reproduction or representation of the pages, data or any other elements that make up the mobile Application, by any means and on any medium, is prohibited and constitutes, in the absence of the publisher's permission, an infringement of copyright.

The brand names and logos displayed on the mobile Application are the property of ACL. Free use of the application granted by ACL to the User cannot constitute a total, partial or singular assignment of rights held by ACL in the mobile Application.

9. ABSENCE OF WARRANTIES

YOU AGREE THAT YOUR USE OF THE MOBILE APPLICATION SHALL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, ACL, ITS OFFICERS, EMPLOYEES AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE OF IT. ACL MAKES NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE CONTENT OF THIS SERVICE AND ASSUMES NO RESPONSIBILITY FOR ANY (I) ERRORS OR INACCURACY OF THE CONTENTS (II) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF OUR SERVICES, (III) ANY UNAUTHORISED ACCESS TO OR USE OF OUR SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR TERMINATION OF



TRANSMISSION FROM OUR SERVICES, (IV) ANY BUGS, VIRUSES, TROJAN HORSES WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR (V) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR ANY LOSS OR DAMAGE OF ANY NATURE WHATSOEVER INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, SENT OR OTHERWISE MADE AVAILABLE BY THE MOBILE APPLICATION.

ACL DOES NOT WARRANT AND ACCEPTS NO RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE MOBILE APPLICATION OR ANY OTHER WEB LINK OR OTHER FORM OF ADVERTISING.

(VI) THE DISCLOSURE OF INFORMATION PURSUANT TO THE TERMS AND CONDITIONS OF USE. THE FOLLOWING LIMITATION OF LIABILITY IS APPLICABLE TO THE FULLEST EXTENT OF THE LAW IN THE APPLICABLE JURISDICTION.

YOU HEREBY SPECIFICALLY ACKNOWLEDGE THAT ACL CANNOT BE HELD RESPONSIBLE FOR THE DATA ENTERED BY THE USER OR THE DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF ANY THIRD PARTY AND THAT THE RISK OF DAMAGE OR LOSS OF THE ABOVE SHALL BE FULLY BORNE BY THE USER.

ACL reserves the right to add, change or delete the aforementioned operating rules at any time and without prior notice.

ACL endeavours to regularly update the mobile Application. However, ACL cannot guarantee either the accuracy or completeness of the information contained in this mobile Application.

ACL cannot under any circumstances be held responsible for any direct or indirect damage resulting from the use of the mobile Application or associated therewith.

10. LIABILITY

10.1 Preamble

ACL cannot be held responsible for any consequences that are likely to affect the User's account resulting from a case of force majeure or by reason of exceptional circumstances beyond the control of the ACL.

The User agrees to take full responsibility for its actions and for the consequences of those actions and ACL shall not under any circumstances be held liable for the actions of the User or the consequences of the latter's actions.

10.2 "Traffic Report" feature

The data contained in the "Traffic Report" feature is provided for information purposes in collaboration with the Ministry of Public Works.

Consequently, ACL assumes no responsibility for the consequences arising from any incorrect or inaccurate data provided by the User.



10.3 "eCall mobile" feature

The "eCall mobile" feature is based on the principle of geolocation and the data pre-entered by the User.

In using this feature, the User expressly agrees to indicate his/her position to the ACL services so that the latter may assist the User.

The advice provided by the support centre is based on the data supplied by the User, who shall take responsibility for the truthfulness and accuracy thereof.

The ACL accepts no liability for any inaccuracies, errors or omissions in the data provided.

The use of the "eCall mobile" feature does not guarantee the User's assistance.

It solely enables the User to be connected to the support service.

ACL disclaims any obligation to assist users that are not ACL members.

The terms and conditions of the support service are governed by the general terms and conditions of the ACL, which are available on the ACL website: <http://www.acl.lu>.

10.4 Web links:

The mobile application contains a certain number of links to other websites, put in place with the authorisation of the ACL. However, the ACL is not able to verify the content of such websites and consequently assumes no responsibility of any nature whatsoever for any direct or indirect damages arising therefrom.

The service is supervised and offered by ACL from its facilities in Luxembourg. ACL makes no warranty that the mobile application is appropriate or available for use in other locations. Those who have access to or use the mobile application in other jurisdictions shall do so of their own free will and should observe local legislation.

11. APPLICABLE LAW

These general terms and conditions and the relationship between the User and ACL are governed by and will be interpreted in accordance with Luxembourg law and fall within the sole competence of the courts of and in Luxembourg.