

Connesso Mobile Application Terms and Conditions of Use

These Terms and Conditions of Use (the "Terms and Conditions") constitute the agreement between the user ("User") of the Pirelli Connesso™ mobile application (the "App") and Pirelli Tire LLC with an office located at 546 5th Avenue, 8th Floor, New York, NY 10036 ("Pirelli") and govern User's use of the App and related Services, as detailed Section 1.1 below. User and Pirelli shall be referred to jointly as the "Parties."

DO NOT USE THE APP WHILE DRIVING.

THE APP DOES NOT PREVENT ACCIDENTS AND IS NOT A SUBSTITUTE FOR REGULAR TIRE MAINTENANCE OR SAFE OPERATION OF A MOTOR VEHICLE. SAFE DRIVING IS THE RESPONSIBILITY OF THE DRIVER.

PLEASE CAREFULLY READ THE FOLLOWING TERMS, AS WELL AS PIRELLI'S PRIVACY POLICY (THE "PRIVACY POLICY"), AS THEY CONTAIN IMPORTANT INFORMATION REGARDING USER'S LEGAL RIGHTS REGARDING USE OF THE APP AND SERVICES, INCLUDING MANDATORY ARBITRATION, NO CLASS RELIEF, AND WAIVER OF USER'S RIGHT TO A JURY TRIAL.

By clicking "I ACCEPT," User accepts these Terms and Conditions and the Data Processing Notice and acknowledges and agrees to use the App and the Services in accordance with these Terms and Conditions, which Pirelli may update at any time. If User does not wish to be bound by these Terms and Conditions or the Data Processing Notice, User should not download or use the App or the Services.

1. The Services and Minimum Requirements-

1.1. The App is part of the Pirelli Connesso™ System, which also includes Pirelli sensors that are attached to certain Pirelli tires (the tires equipped with the sensors referred to as "Sensor Equipped Tires") and a Pirelli control unit (the "Control Unit"). The App collects information on User's Sensor Equipped Tires' status, maintenance requirements, and related data, both while the User's vehicle is in motion and stationary. The Control Unit sends information to the App on the User's smartphone by way of Bluetooth^{®1} technology (the "Detection Services"). Based on the information collected and User-identified needs, in the territories where available the App provides User with customized and localized technical assistance ("Assistance Services") and may also provide other related services ("Additional Services") (the Detection Services, the Assistance Services and the Additional Services collectively the "Services").

1.2. Use of the App and the Services requires certain minimum capabilities as set forth herein. User must:

(a) register with Pirelli through the App online registration process in accordance with the Pirelli Connesso™ System User Manual (available at pirelliconnesso.com);

(b) have a vehicle with Sensor Equipped Tires mounted, Pirelli sensors activated, and Control Unit installed and configured by a Pirelli Connesso™ authorized dealer (the "Authorized Dealer"); and

(c) have (i) a mobile device Apple® iPhone®5s or above (a "mobile device" or "smartphone") running an iOS® VERSION 10 (or above) platform, with Bluetooth Low Energy 4.0 and above, (ii) internet access (at User's expense) for full accessibility of the App, and (iii) the App installed on

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Bluetooth, iOS and iPhone trademarks, are the property of their respectful owners

the mobile device (collectively a “Compliant Mobile Device”). Not all mobile devices are compatible with the Pirelli Connesso System. It is User’s responsibility to ensure that his or her mobile device is a Compliant Mobile Device.

The Services depend on synchronization between a Compliant Mobile Device and other elements of the Pirelli Connesso™ System and require that the Compliant Mobile Device be within the Bluetooth connection radius of the Pirelli Connesso™ System. Continuous operation is not guaranteed, even within the connection radius. Disconnection may occur due to interference from other devices, being out of range, environmental conditions, or other reasons, including reasons outside Pirelli’s control, such as malfunctioning or damage of the Tires. **PIRELLI IS NOT RESPONSIBLE FOR THE CONNECTION OF THE PIRELLI CONNESSO SYSTEM TO USER’S SMARTPHONE. IT IS USER’S RESPONSIBILITY TO ENSURE THE FUNCTIONALITY OF HIS OR HER COMPLIANT MOBILE DEVICE.**

1.3. At times, some or all of the features or content of the App or the Services may be unavailable, due to scheduled or unscheduled maintenance or for another reason. Further, the App and the Services may be modified, suspended or withdrawn by Pirelli at any time and for any reason whatsoever without notice to User.

1.4. With respect to Section 1.2(b) above, please note that only Pirelli Authorized Dealers may install, uninstall, or verify the proper functioning of the Pirelli Connesso™ System. User shall NOT open, attempt to open, uninstall, attempt to uninstall or try to repair any component of the Pirelli Connesso™ System. Pirelli will not be responsible for or be required to remedy any actions or inactions performed by any third parties, including Pirelli Authorized Dealers, in connection with the Pirelli Connesso™ System. For any issues or questions relating to the installation of the Pirelli Connesso™ System, please contact your Pirelli Authorized Dealer.

2. App Conditions of Use

2.1. Users may download the App on multiple mobile devices, each of which must be paired with the Control Unit. However, User shall not download, export, or re-export hardware or software from the App or the Services in violation of U.S. export laws. Downloading the App and using the Services is at User’s sole risk.

2.2. When User uses the App or the Services, User represents that: (a) the contact information that User submits is truthful, complete and accurate; (b) User will update its contact information if it changes so that Pirelli can contact User in accordance with these Terms and Conditions; and (c) User will comply with the User Content rules described in Section 5 below.

2.3. Access to and use of certain features of the App and Services is restricted to authorized users only. Upon registration, User will choose a username and a password (username and password comprising the "Access Data"). User shall not allow its Access Data to be used by a third party to access the App or the Services. User is responsible for maintaining the confidentiality of the Access Data and for all statements made, acts or omissions related to, and uses of User’s account, whether or not actually or expressly authorized by User. If User has any reason to believe or becomes aware of any loss, theft or unauthorized use of User’s Access Data, User shall immediately notify Pirelli, by sending a notice to the e-mail address connesso.support@pirelli.com. Within [fifteen (15) business days] of receiving such notice, Pirelli shall deactivate the registration and manage the Access Data in accordance with the Data Processing Notice. Pirelli will assume that any communications Pirelli receives from User’s email or other address, or communications that are associated with User’s Access Data, have been made by User unless Pirelli receives notice indicating otherwise.

2.4. USER SHALL USE THE APP AND THE SERVICES IN COMPLIANCE WITH APPLICABLE LAW (INCLUDING THOSE GOVERNING THE OPERATION OF MOTOR VEHICLES) AND AGREES NOT TO USE

THE APP OR THE SERVICES WHILE OPERATING A MOTOR VEHICLE. WITHOUT LIMITING ANY TERMS IN THESE TERMS AND CONDITIONS, PIRELLI EXPRESSLY DISCLAIMS ALL LIABILITY FOR DAMAGES AND/OR LOSSES ARISING FROM USE OF THE APP AND THE SERVICES IN BREACH OF THIS SECTION 2.4 . ANY USE OF THE APP OR THE SERVICES NOT EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS IS PROHIBITED.

2.5. Internet connection expenses and conditions for use are provided in the agreement between User and its internet service provider (*i.e.* the terms and conditions of the relevant internet subscription).

2.6. The App and the Services are for informational purposes only and intended to supplement the information already available to User from User's vehicle and other equipment. The App and the Services merely provide an additional method of monitoring tire conditions (e.g., pressure, tread, rotations, wheel damage, and Tire/rim pairings). **PIRELLI IS NOT RESPONSIBLE FOR FALSE OR INACCURATE READINGS OF THE PIRELLI CONNESSO™ SYSTEM OR FOR THE CONDITION OR MAINTENANCE OF USER'S TIRES. USER SHOULD NOT RELY UPON THE READINGS IN OPERATING A VEHICLE AND UNDERSTANDS AND AGREES THAT SAFE OPERATION AND MAINTENANCE OF USER'S VEHICLE, INCLUDING THE PIRELLI CONNESSO™ SYSTEM, IS THE SOLE RESPONSIBILITY OF THE USER.** For more information on the use and maintenance of Pirelli tires, please refer to the "Pirelli Original Equipment & Replacement Limited Warranty for Passengers & Light Truck Tires" applicable to User's tires, published on the following website <https://www.pirelli.com/tires/en-us/car-light-truck/home>.

2.7. USERS ARE RESPONSIBLE FOR MAINTAINING THEIR PIRELLI CONNESSO™ SYSTEM AND VEHICLES IN SAFE CONDITION AND SHALL ENSURE THAT THE PIRELLI CONNESSO™ SYSTEM, INCLUDING THE SENSOR EQUIPPED TIRES AND CONTROL UNIT (INCLUDING THE CONTROL UNIT BATTERY) ARE IN GOOD WORKING ORDER.

3. Connesso App License

3.1. In connection with Users' use of the Services, Pirelli grants to Users a free of charge, non-exclusive, temporary, revocable, non-transferable, non-sublicensable and worldwide license, (the "License") to use the App and the relevant software solely for personal, non-commercial purposes and solely through the Pirelli-provided interface and in accordance with these Terms and Conditions. Any use of the App not expressly provided by these Terms and Conditions is prohibited. For clarity, User shall not (and shall not allow any third party to): (a) rent, loan, share, publicly perform or display, sell, or otherwise distribute the App or the Content to third parties; (b) reproduce, copy, post, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover, in whole or in part, any source code material or data related to the Services (the "Content"); (c) send or otherwise make available, in connection with the Services, any file or program that might damage or alter proper working of any hardware, software or equipment; or (d) transfer or assign Access Data.

3.2. Pirelli may change the technical features of the App and the Services at any time and may periodically make improvements, modifications, upgrades, integrations or updates thereto ("Upgrades") available to User. Such Upgrades may impact the functionality of the App and the Services and Pirelli shall have no liability whatsoever due to User's failure to install any such Upgrades. Use of Upgrades will be governed by these Terms and Conditions.

3.3. The License will be effective until User ceases using the App or the Services, Pirelli terminates User's account in accordance with Section 7 below, or upon Pirelli's withdrawal or termination of the App.

4. Third-Party Advertisements and Links

The App and/or the Services may include: (a) commercial information or advertisements (for example, commercial offers, events, coupons, etc.) by third parties; and/or (b) links to other websites or resources that are operated by third parties not affiliated with Pirelli. Such links are provided as a convenience to User and as an additional avenue of access to the information contained therein. Pirelli is not responsible or liable for any third-party content, advertising, products or other materials on or available from third-party sites or resources. Inclusion of links to third-party sites or resources should not be viewed as an endorsement of the content of linked sites by Pirelli. Different terms and conditions and privacy policies may apply to User's use of any linked sites or resources. Pirelli is not responsible or liable, directly or indirectly, for any damage, loss or liability caused or alleged to be caused by or in connection with any use of or reliance on any third-party advertisements, content, products or services available on or through any such linked site.

5. Customer Care

5.1. If the App or the Services malfunction, or any other related technical support is required, in addition to contacting Pirelli's Authorized Dealers, User may report these events to Pirelli Consumer Affairs (by telephone 1-877-747-3554 or email at connesso.support@pirelli.com).

5.2. If the App reports incorrect or incomplete data or transmits alarms about the condition of the Sensor Equipped Tires, then the App will direct User to a nearby Pirelli Authorized Dealer to assist User in trouble-shooting and changing or repairing Sensor Equipped Tires, as necessary. **IT IS USER'S RESPONSIBILITY AND USER AGREES TO ENSURE USER'S VEHICLE ARRIVES SAFELY TO THE SERVICE POINT FOR REMEDIATION OF ANY ISSUES WITH RESPECT TO THE TIRES.**

6. Term – Suspension of Services – Termination

6.1. These Terms and Conditions shall remain in full force and effect while User uses the App.

6.2. User may stop using the App or the Services at any time and for any reason and may at any time request to cancel his/her registration and his/her data by sending a notice to Pirelli to the following e-mail address: connesso.support@pirelli.com. Pirelli will de-activate such registration within a reasonable period of time after receipt of such notice.

6.3. WITHOUT LIMITING ANY OTHER PROVISION OF THIS TERMS AND CONDITIONS, PIRELLI RESERVES THE RIGHT TO, IN ITS SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE APP OR THE SERVICES TO ANY PERSON FOR ANY REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS, OR OF ANY APPLICABLE LAW OR REGULATION. TERMINATION OF USER'S ACCESS OR USE OF THE SERVICES WILL NOT WAIVE OR AFFECT ANY OTHER RIGHT OR RELIEF TO WHICH PIRELLI MAY BE ENTITLED, AT LAW OR IN EQUITY.

6.4. Upon termination of User's account, Pirelli will close User's account and User will no longer be able to retrieve materials contained in the account. Notwithstanding any other provisions of these Terms and Conditions, any provision of these Terms and Conditions that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of these Terms and Conditions.

7. Intellectual Property

7.1. The App and the Services, as well as all trademarks, logos, service marks, names and other distinctive signs ("Marks"), and all images, photographs, Content, text, graphics, software, interactive features, information, design, compilation, and computer code used in the App and

Services (the “Pirelli IP”) are protected by copyright, trade dress, patent, trademark and other applicable U.S. and foreign laws. Pirelli, its affiliates and its and their licensors are the sole and exclusive owners of all Pirelli IP. User does not acquire any right, title, or interest to the Pirelli IP, whether by implication, estoppel, or otherwise, except for the limited rights set forth in these Terms and Conditions. User may not use the Marks or Pirelli’s copyright works without Pirelli’s prior written permission in each instance. All goodwill generated from use of the Marks or Pirelli’s copyrighted works, as applicable, will inure to Pirelli and/or its applicable affiliates and licensors exclusive benefit. Pirelli, its affiliated companies and their licensors reserve all rights not expressly granted in these Terms and Conditions.

7.2. User acknowledges and agrees that any and all data related to or derived from the App or the Services (“App Data”) is the sole property of Pirelli. App Data shall include, but is not limited to, User’s contact information, vehicle data (such as make, model, version, year, Vehicle Identification Number), and installation and configuration information (including Tire pressure readings, date and time of configurations, types of sensor and Tires installed, and position of Control Unit)). User hereby irrevocably assigns fully to Pirelli all of Dealer’s right, title and interest in and to the App Data, including App Data that is not yet in existence.

8. Warnings

8.1. The App and the Services are operable even while in motion. USER SHALL ALWAYS EXERCISE CAUTION AND DRIVE APPROPRIATELY FOR ROAD CONDITIONS AND IN ACCORDANCE WITH ALL TRAFFIC LAWS, INCLUDING LAWS REGARDING OPERATION OF SMARTPHONES AND OTHER MOBILE DEVICES WHILE DRIVING.

8.2. DO NOT USE OR INPUT CONTENT INTO THE APP OR OTHERWISE INTERACT WITH THE APP OR THE SERVICES WHILE DRIVING. IF YOU ARE THE DRIVER, USE THE APP AND SERVICES ONLY WHEN YOUR VEHICLE IS STATIONARY AND PARKED IN A SAFE PLACE.

ALWAYS DRIVE SAFELY. DO NOT RELY ON THE SERVICES TO PROVIDE ACCURATE INFORMATION REGARDING DIRECTIONS, ROAD CONDITIONS OR DRIVING HAZARDS. User agrees to use its own personal judgment when driving. It is up to User to determine whether driving conditions are safe. The information provided by the Services is not intended to replace the information provided to User on the road (for example, traffic signs, lane closures, police instructions) or through operation of User’s vehicle.

8.3. Do not use the App or the Services for any illegal, unauthorized, unintended, unsafe, hazardous, or unlawful purposes, or in any manner inconsistent with these Terms and Conditions.

8.4. Keep mobile devices in a secure manner in User’s vehicle so that the mobile device does not interfere with User’s driving and will not prevent the operation of any safety device (such as an airbag).

9. Warranties; Disclaimers

9.1. Pirelli does not warrant that use of the App or the Services will result in any savings or efficiencies in the operation of User’s vehicle or that the detection of mechanical or technical errors in User’s vehicle will be accurate or error-free. The App and the Services are not intended to replace the advice, guidance or diagnosis of licensed mechanics or proper vehicle maintenance and safety checks. User is solely responsible for the operation of User’s vehicle – including while using the Services. User acknowledges and agrees that, under no circumstance, will Pirelli be responsible for any accident, damage, liability, bodily injury or death that might occur to User, User’s property, or to

third parties or their property, even if the App or the Services may have or did contribute to the cause of the accident, damage, liability, bodily injury or death.

9.2. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS, AND TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, PIRELLI MAKES NO REPRESENTATIONS, COVENANTS OR WARRANTIES AND OFFERS NO OTHER CONDITIONS, EXPRESS OR IMPLIED, REGARDING ANY MATTER, INCLUDING, WITHOUT LIMITATION, THE MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NON-INFRINGEMENT OF THE APP OR THE SERVICES.

9.3. Notwithstanding anything herein to the contrary, User's use of the App and the Services is at User's sole risk. User acknowledges and agrees that User assumes full responsibility for User's use of the App and the Services. The App and the Services are provided on an "as is" and "as available" basis. Pirelli reserves the right to restrict or terminate User's access to the App and Services or any feature or part thereof at any time. Pirelli disclaims any warranties that access to the App and the Services will be uninterrupted or error-free; that the App and the Services will be secure; that the App and the Services or the server on which the Services are provided will be virus-free; that the App and the Services will work in combination with third party hardware, software or mobile applications; or that information on the App or the Services will be correct, accurate, adequate, useful, timely, reliable or otherwise complete. If User downloads any content using the App or the Services, User does so at its own discretion and risk. User will be solely responsible for any damage to User's computer system or mobile devices or loss of data that results from the download of any such content. No advice or information obtained by User from the App or the Services shall create any warranty of any kind.

9.4. IN CERTAIN JURISDICTIONS, THE LAW MAY NOT PERMIT THE DISCLAIMER OF WARRANTIES, SO THE ABOVE DISCLAIMERS MAY NOT APPLY TO USER.

10. Limitation of Liability; Indemnification

10.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW (INCLUDING, WITHOUT LIMITATION, CONSUMER PROTECTION LAW), NEITHER PIRELLI NOR ITS AFFILIATES, SUBSIDIARIES, LICENSORS, SUPPLIERS OR THIRD PARTY CONTENT PROVIDERS NOR THEIR RESPECTIVE PARTNERS, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, SUCCESSORS OR ASSIGNS ("PIRELLI GROUP") WILL BE LIABLE FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THE APP, THE SERVICES, THESE TERMS AND CONDITIONS, ANY BREACH THEREOF, INCLUDING ANY DAMAGES OR INJURY ARISING FROM ANY USE OF THE APP OR THE SERVICES, WHETHER BASED ON CONTRACT, NEGLIGENCE OR ANY OTHER TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF PIRELLI GROUP AND THE THIRD PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, PIRELLI GROUP'S COLLECTIVE LIABILITY TO USER IN RESPECT OF ANY DIRECT LOSS OR DAMAGE SUFFERED BY USER AND ARISING OUT OF OR IN CONNECTION WITH THE APP, THE SERVICES, OR THESE TERMS AND CONDITIONS, WHETHER BASED ON CONTRACT, NEGLIGENCE OR ANY OTHER TORT, STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE GREATER OF: (A) THE AMOUNT USER HAS PAID TO PIRELLI FOR ACCESS TO AND USE OF THE APP AND THE SERVICE IN THE 12 MONTHS PRIOR TO THE EVENT(S) OR CIRCUMSTANCES GIVING RISE TO CLAIM; OR (B) \$50 USD.

The Parties agree that the above limitations of liability are reasonable in accordance with each Party's obligations and level or risk under these Terms and Conditions.

THESE LIMITATIONS OF LIABILITY SHALL CONSTITUTE PIRELLI GROUP'S SOLE LIABILITY AND OBLIGATION IN RESPECT OF ANY AND ALL CLAIMS BROUGHT AGAINST IT IN CONNECTION WITH THE APP, THE SERVICES, THESE TERMS AND CONDITIONS, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. ACCORDINGLY, ALL OR A PORTION OF THESE LIMITATIONS MAY NOT APPLY TO USER.

10.2. THE PARTIES AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE APP, THE SERVICES, OR THESE TERMS AND CONDITIONS MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR THE CAUSE OF ACTION IS PERMANENTLY BARRED. BECAUSE SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF THESE LIMITATIONS MAY NOT APPLY TO USER.

10.3. USER AGREES THAT PIRELLI WILL NOT BE LIABLE TO USER OR ANY THIRD PARTY FOR THE UNAVAILABILITY, MODIFICATION, SUSPENSION OR WITHDRAWAL OF THE APP OR THE SERVICES.

10.4. User will indemnify and hold harmless Pirelli Group from and against any and all fines, penalties, liabilities, losses and other damages of any kind whatsoever (including attorneys' and experts' fees), incurred by Pirelli Group and shall defend Pirelli Group against any and all claims arising out of or in connection with User's breach of these Terms and Conditions, User's infringement of any third party right, including but not limited to any intellectual property or proprietary right, User's use of the App or the Services, or the use of the App or the Services by any other person acting on User's behalf or using User's Access Data. Pirelli Group will control the defense of any claim to which this indemnity may apply, including the selection of counsel, and in any event, User shall not settle any claim without the prior written approval of Pirelli Group.

11. Applicable Law; Jurisdiction; Arbitration; Class Action Waiver

11.1. By using the App or the Services in any way, User unconditionally consents and agrees that:

(a) Any claim, dispute, or controversy (whether in contract, tort, statute, or otherwise) between User and Pirelli, or any of its officers, directors and employees, arising out of, relating to, or connected in any way with the App, the Services, these Terms and Conditions, or the determination of the scope or applicability of this arbitration provision, will be resolved exclusively by final and binding arbitration conducted before a sole arbitrator; provided that no party shall be precluded from filing a claim in small claims court for disputes or claims within the scope of its jurisdiction as expressly provided below. The arbitration will be administered by JAMS (jamsadr.com) pursuant to applicable rules and policies in effect at the time the Party submits the claim for arbitration, including but not limited to the JAMS Policy on Consumer Arbitrations Pursuant to Pre-Dispute Clauses (available at <http://www.jamsadr.com/consumer-arbitration>).

(b) An individual claim may be brought in small claims court (or in a similar court of limited jurisdiction subject to expedited procedures) within the scope of its jurisdiction. If any such individual claim is transferred or appealed to a different court, however, the opposing Party may elect arbitration and, if it does so, the Parties agree that the matter will be resolved by binding arbitration pursuant to the terms of these Terms and Conditions.

(c) This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16.

(d) The seat of arbitration shall be New York, New York. At User's request, User may elect either (i) for an in-person hearing in User's hometown area or (ii) the opportunity to participate in such arbitration online and attend any hearings by phone or video connection from User's hometown area. If not available, Pirelli will make the necessary technical arrangement for phone or video connection at Pirelli's own cost.

(e) The arbitrator's decision shall be controlled by these Terms and Conditions and any of the other agreements referenced herein that the User may have entered into in connection with the Services.

(f) The arbitrator shall apply New York law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law.

(g) There shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only User's and/or Pirelli's, or any of its officers', directors', and employees' individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

(h) The arbitrator shall have the authority to award any remedy that would otherwise be available under applicable federal, state or local laws.

(i) In the event that the administrative fees and deposits that must be paid to initiate arbitration against Pirelli or its any of its officers, directors and employees, exceed \$250 USD, Pirelli agrees to pay fees exceeding \$250 USD on User's behalf. All other such costs shall be borne by Pirelli, including any remaining JAMS Case Management Fee and all professional fees for the arbitrator's services. When Pirelli is initiating arbitration against User, Pirelli shall pay all such costs associated with the arbitration. Each Party will bear the expense of its own attorneys, experts and witnesses, regardless of which Party prevails, unless applicable law or these Terms and Conditions give User a right to recover any of those fees from Pirelli.

(j) The arbitration shall allow for the discovery or exchange of non-privileged information relevant to the dispute to the extent permitted under the applicable JAMS rules and policies.

(k) The arbitrator's award will consist of a written statement stating the disposition of each claim and will also provide a concise written statement of the essential findings and conclusions on which the award is based.

With the exception of subpart (g) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (g) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither User nor Pirelli shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com. **THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN JAMS RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT USER OR PIRELLI WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.**

11.2. In any circumstances where these Terms and Conditions permit the parties to litigate in court, these Terms and Conditions shall be governed by and construed in accordance with the laws of the state of New York, without reference to principles of conflicts of laws. Each of the

Parties hereby irrevocably consents to the exclusive jurisdiction of the federal or state courts located in New York, New York in connection with any suit, action or other proceeding arising out of or relating to the Agreement, subject to this Section 12.

12. Changes to These Terms and Conditions

User acknowledges and agrees that Pirelli may, in its sole discretion, modify, add or remove any portion of these Terms and Conditions and the License at any time and in any manner, by publishing revised Terms and Conditions on the App. User may not amend or modify these Terms and Conditions under any circumstances.

The current version of these Terms and Conditions is available on the Pirelli website. It is User's responsibility to check periodically for any changes Pirelli makes to the Terms and Conditions, but if a revision, in Pirelli's sole discretion, is material, Pirelli will notify User. User's continued use of the Services after any changes to the Terms and Conditions means User accepts the changes.

13. Feedback

If User provides to Pirelli any ideas, proposals, suggestions or other materials ("Feedback"), whether related to the App, the Services or otherwise, such Feedback will be deemed User Content, and User hereby acknowledges and agrees that such Feedback is not confidential, and that User's provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Pirelli under any fiduciary or other obligation.

14. General Provisions

14.1. These Terms and Conditions, together with the Data Processing Notice, constitute the entire agreement between User and Pirelli regarding the specific matters herein.

14.2. Neither the App nor the Services are intended for use by anyone under the age of 18. User acknowledges that User is fully able and competent to comprehend, understand and enter into these Terms and Conditions.

14.3. Pirelli shall be excused from performance to the extent it is prevented or delayed by unforeseeable and/or natural events beyond its reasonable control, including, by way of example only, natural disasters, acts of terrorism, wars, riots, lack of electricity, or general strike of public and/or private workers or strikes which restrict the operations of shippers and airline links.

14.4. If any provision of these Terms and Conditions is determined to be illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and such provision shall be deemed to be restated to reflect the Parties' original intentions as nearly as possible in accordance with applicable laws.

14.5. Pirelli's failure to exercise the rights or provisions under these Terms and Conditions may under no circumstances constitute or be understood to mean that Pirelli has waived such rights or shall waive such rights in the future; and the written waiver of any term, clause, condition, or provision will not imply waiver of any other term, clause, condition or provision.

14.6. These Terms and Conditions are between User and Pirelli. Except as otherwise set forth in Section 11, there are no third-party beneficiaries to these Terms and Conditions.

14.7. The section titles in these Terms and Conditions are for convenience only and have no legal or contractual effect.

14.8. User may not assign User's rights under these Terms and Conditions to any third party; Pirelli may assign Pirelli's rights under these Terms and Conditions without condition.

15. How to Contact Us

If User has any questions or comments about these Terms and Conditions, the App, or the Services, please contact Pirelli by email at Connesso.support@pirelli.com. For Customer Support issues, please contact Pirelli at 1-877-747-3554

16. Note to New Jersey Consumers.

If User is a consumer residing in New Jersey, the following provisions of these Terms and Conditions do not apply to User (and do not limit User's rights) solely to the extent that they are unenforceable under New Jersey law: (a) the disclaimers in Section 10; (b) the limitation of liability for any indirect, punitive, exemplary, incidental, special, or consequential damages in Section 11.1; (b) the limitation of User's ability to recover damages arising from use of the App or the Services whether based on contract, negligence or any other tort, strict liability or otherwise in Section 11.1; (c) User's indemnification obligations in Section 11.4; and (d) the governing law provisions in Section 12.