



**H2020 GV-8-2015**  
Electric vehicles' enhanced performance and  
integration into the transport system and the grid



**electric**

Enabling seamless electromobility through smart vehicle-grid integration

Project N° 713864

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**ADAS - terms and conditions – Unofficial translation**

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**Terms and conditions for the Electric ADAS Application – Unofficial translation**

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## Terms and conditions for the Electrific ADAS Application – Unofficial translation

### 1 Application principle

1.1 This mobile application is published and administered by the ELECTRIFIC Project Consortium (Grant Agreement-713864), hereinafter named ELECTRIFIC, and is hereinafter referred to as the ELECTRIFIC ADAS app.

1.2 ELECTRIFIC consists of the following institutions:

- Agencia Décologia Urbana De Barcelona - Barcelona - Spain
- Bayernwerk AG, Regensburg - Germany
- Czech Technical University - Prag - Czech
- e-Sumava - Prag - Czech
- E-WALD GmbH, Teisnach - Germany
- Energis SA/NV - Louvain-la-Neuve - Belgium
- GFI - Heverlee - Belgium
- Has-to-be GmbH - Radstadt - Austria
- Technische Hochschule - Deggendorf - Germany
- Universität Mannheim - Mannheim - Germany
- Universität Passau - Passau - Germany

1.3 If the application is used by companies or public bodies, the respective company or corporation is represented by the user and shall be attributed on its actions and knowledge.

### 2 Performance description

2.1 The purpose of the app is to increase the potential of electromobility through increased coordination of all actors in this ecosystem. The IKT-tools developed in the ELECTRIFIC project enable the application to coordinate at all levels of the ecosystem.

2.2 The purpose of the application is to enable users to perform a calculation of routes between two or more points of position and then use them (for electric vehicles) for navigation. To do this, users can specify their start and end points and then choose whether you would prefer the faster, cheaper or greener of two routes. This calculated route is then transmitted to a navigation system (Osmand) that is integrated on the ELECTRIFIC app. The user can use this navigation to get to the desired destination. In addition, the users have the possibility to display a charging station within the Green Route (end point), as far as such is located within walking distance. Results, notices and information provided by the app should only be seen by the user as a recommendation. These proposals are not "instructions" and should therefore always be falsified and verified based on a "common sense".

2.3 ELECTRIFIC is entitled to quit all or parts of the application at any time. Due to the nature of the Internet, necessary data connections (telephone network) and computer systems, ELECTRIFIC does not guarantee the uninterrupted availability of the application.

### 3 Registration, data protocols and data organization

3.1 For more Information about our privacy policy, please refer to our data protection declaration available separately within the APP.

3.2 ELECTRIFIC aims at improving green mobility and therefore it includes performing tests of incentive structures to see under what conditions people choose the green route (which ultimately will combine energy-efficient routing, renewables at the time of charging and grid friendly charging), the fastest and the cheapest route. The main purpose of the ELECTRIFIC ADAS app is to support ELECTRIFIC research objectives, which can be found on the websites of ELECTRIFIC,

www.electrific.eu and in the side menu of the ELECTRIFIC app. The goal of the ADAS app is to provide users with a tool that suggests a charging station according to various optimization criteria as selected by the user. The purpose is to ask the user for more general preferences, and, across different situations, make one suggestion that the user can accept or not.

### 3.3 Data collected

3.3.1 It is necessary to collect the location data or GPS coordinates for the navigation and the provision of the location of the charging stations along the route. No personal data is stored on ELECTRIFIC servers, emails are sent to EWALD only. Therefore, in particular with regards to all other research undertakings, other members of the ELECTRIFIC consortium will not be able to identify the ADAS app user. Location data and GPS coordinates are only analysed in anonymous fashion, and not considered personal data. In addition, ELECTRIFIC does not make claims based on individual GPS points or single drives; all analyses are conducted on entire datasets.

3.3.2 ELECTRIFIC is logging most interactions of the user within the app, such as clicks on the screen and times spent on pages in order to understand how people behave, what features can be improved, and what works best for both user and the ADAS app. As no ADAS app user identification data is known, all this data is anonymous and not considered as personal data.

3.3.3 If the user fulfils certain conditions, ELECTRIFIC will reward the user with a voucher. In order to avoid duplications, ELECTRIFIC app reads the Android ID of the mobile device in which the ADAS app is installed; this Android ID is scrambled and overwritten by a different ID, which from this point on is no longer associated with the phone itself. This ID allows for connection between data points across multiple sessions of one phone or device. This anonymized, unique ID for each user is known as hashed Android ID. ELECTRIFIC will use the hashed Android ID to check whether that user already received the voucher or not.

3.3.4 Some E-WALD vehicles are equipped with an OBD module and tablet, so that driving behaviour can be logged. ELECTRIFIC accesses this data collected from the vehicle (acceleration, braking, state of charge) to build driving profiles across averages of large numbers of individuals to improve for example range models and provide more energy efficient routing suggestions. In the case the APP is used in combination with such a vehicle, data will be merged to validate these anonymous research conclusions.

3.3.5 At the end of the first trip performed by a user with the ADAS app, the user can enter his/her email address, being exclusively used to provide the user with a compensation – voucher –for participating in the trial. It is saved separately (stored in a different server) from any other data collected from the ADAS app. So there is no possibility to correlate location data, GPS coordinates or any other data collected via the ADAS app with the email address.

3.4 You can uninstall the application at any time by using the device management if you no longer want to use it. Please note that in this case a full reinstall is required if you want to use the app again. Access to the previous data is not possible because there is no personalized link.

3.5 As conclusion, for its proper functioning alone, ELECTRIFIC ADAS app does not require collection of any personal data. With the exclusive purposes explained in section 3.3, the Android ID and the email address - if provided, are collected and stored separately from the rest of the collected data. Email addresses will be deleted at the end of the incentives programme or at the end of the ELECTRIFIC project, whatever comes first. For this action, ELECTRIFIC may use an email server that is not located in the EU.

3.6 The use of the application does not require registration. The application is available for download at the GooglePlay-AppStore. The user is responsible for the appropriate access and for the compliance with the terms of use of the Google Play AppStore (<https://play.google.com/store>) itself. ELECTRIFIC offers this application only there, a other reference is excluded and is forbidden to the user.

## 4 Rights to use information, software and documentation

4.1 The use of the information, software and documentation provided on the application is subject to these conditions or, in the case of updates to information, software or documentation, to the previously agreed and relevant ELECTRIFIC License Terms. Separately agreed license terms, e.g. when downloading software, presupposes with these conditions.

4.2 ELECTRIFIC grants the user a non-exclusive and non-transferable right to use the information, software and documentation provided in the application to the extent that is agreed or if nothing is agreed upon, as is the case with the provision and release by ELECTRIFIC.

4.3 Neither information, software nor documentation may be distributed, rented or otherwise left to third parties by the user at any time.

4.4 The information, software and documentation are protected by copyright laws as well as international copyright treaties and other intellectual property laws and agreements. The user will observe these rights, in particular alphanumeric identifiers and do not remove trademarks and copyright notices, neither from the information, nor from the software, nor from the documentation nor from copies thereof.

## 5 Intellectual Property

5.1 Regardless by the provisions of clause 4 of these Terms of use, information, brand names and other contents of the application may not be altered, copied, reproduced, sold, rented, used, supplemented or otherwise recycled, without the prior written permission of ELECTRIFIC.

5.2 Outside of the rights of use or other rights expressly granted herein, the user is not granted any further rights of any kind, in particular the company name and industrial property rights, such as patents, utility models or trademarks, nor ELECTRIFIC shall have a corresponding obligation to grant such rights.

5.3 If the user mark off ideas and suggestions on the application or in communication with ELECTRIFIC, ELECTRIFIC may use these for the development, improvement and distribution of the products from his portfolio free of charge.

## 6 Obligations of the User

6.1 The user commits to use the app exclusively in accordance with these terms. The user is in possession of a functional Android smartphone. The smartphone must be switched on and allow data connections in that geographical area where the user intends to use the app. The user has to enable the app to access the required functions of the smartphone and have enabled GPS on the smartphone, otherwise the correct use of the app is impossible. However, an "offline use" is possible if the required routes and maps are loaded and saved in advance.

6.2 When using the application, the user may not violate any valid German laws and regulations of any kind or the good manners (e.g. StVo), commercial protection, copyright, personality, property rights or other Infringe the rights of third parties; Transmit content with viruses, so-called Trojan horses or other programming that may damage software; Enter, save or send hyperlinks or content to which he is not authorized, in particular if these hyperlinks or content are in breach of secrecy obligations or are unlawful; or advertising or unsolicited email (so-called "spam") or inappropriate warnings about viruses, malfunctions and the like, or to participate in sweepstakes, snowball systems, chain letter, Pyramid play and similar actions

6.3 ELECTRIFIC may block access to the application at any time, especially if the user violates his obligations under these conditions.

## **7 Liability for legal and material defects**

7.1 Insofar as information, software or documentation is left free of charge, liability for defects in material and legality of the information, software and documentation, in particular for their correctness, error-freeness, freedom from protection and copyright Third parties, completeness and/or usability – except in case of intent or malice – are excluded.

7.2 ELECTRIFIC does not assume any liability or guarantee for the correctness or completeness of the data provided by the mobility providers, charging network operators, energy suppliers or fleet managers. ELECTRIFIC does not assume any liability or guarantee for the timely provision and use of the mobility or loading services of an involved provider.

7.3 Furthermore, ELECTRIFIC assumes no liability for damages caused by mobility providers, charging network operators, energy suppliers or fleet managers in the context of the use of a corresponding service. Furthermore, no liability is assumed for damages caused by the user of one of these services.

7.4 ELECTRIFIC is not liable if the displayed offers are not or poorly performed. ELECTRIFIC does not assume any warranty for any shortcomings of this application (ELECTRIFIC app), unless fraudulently concealed. The application is provided "as is" without any express or implied warranty, including, but not limited to, the warranties of merchantability or fitness for any particular purpose. In no case shall the authors or ELECTRIFIC be held liable for any damages, including incidental or consequential damages resulting from the use of the application, even if the possibility of such damages has been reported.

7.5 Information provided by ELECTRIFIC is not intended to replace any information provided on the road such as traffic signs, traffic lights or police instructions. Always drive carefully according to road conditions and in accordance with German traffic laws. Do not interact with the application while driving. No liability is assumed for damages caused by the user ELECTRIFIC app misuse.

7.6 The liability of ELECTRIFIC for damages is excluded, insofar as the damage is not due to intentional or grossly negligent breach of duty of the provider or to an intentional or grossly negligent breach of duty of a representative or Vicarious agents of the provider.

7.7 Furthermore, the disclaimer of warranties does not include any damage resulting from injury to life, body or health, insofar as these are due to intentional or negligent breach of duty by ELECTRIFIC or intentional or negligent Breach of duty by a legal representative or vicarious agent of ELECTRIFIC.

7.8 The user confirms that he has read and understood these Terms of use and agrees with them. Further contractual terms and conditions may not be agreed upon, provided or implied. Any prior agreements of spoken or written nature, as well as any other arrangements, shall be replaced by these Terms of use.

## **8 Other liability and malware, spyware, etc.**

8.1 ELECTRIFIC's liability for material and legal defects is governed by the provisions of clause 7 of these Terms of use. Furthermore, any liability of ELECTRIFIC is excluded in particular for consequential damages, as far as not for example according to the product liability law, due to intent, gross negligence, due to injury of life, body or health, because of the takeover of a Guarantee of quality, due to malicious concealment of a defect or due to the breach of essential contractual obligations is compulsorily liable. However, compensation for damages due to breach of essential

contractual obligations is limited to the foreseeable damage typical of the contract, if there is no intention or gross negligence.

8.2 Although ELECTRIFIC always tries to keep the application free of virus and bugs, ELECTRIFIC cannot guarantee this. ELECTRIFIC cannot guarantee that the application or content that contains it is error-free, that errors are corrected in time, or that this application or the server that provides it is virus or bug-free and has full functionality, Accuracy and reliability of the application. Before downloading any information, software and documentation, the user is encouraged to provide their own protection and to prevent viruses on the application for appropriate security devices, backup copies and virus scanners.

## 9 Costs

9.1 The use of the ELECTRIFIC app is free of charge. The user himself shall bear the costs which the user's mobile operator may collect for communication with the app.

9.2 The use of the ELECTRIFIC-app is only permitted for private use. The commercial or business use of the app or individual data or services of the ELECTRIFIC app requires the prior written consent of ELECTRIFIC.

9.3 Any costs incurred by the customer for the use of mobility services, charging services or other services of third parties (sharing offers, loading procedures, etc.) shall be determined by the conditions of the respective provider. The contact person of the user in connection with such service and its costs is the respective provider as a contractual partner.

## 10 Privacy Policy

10.1 The Data Protection Officer on behalf of ELECTRIFIC is Eric Bernard (email [eric.bernard@gfi.be](mailto:eric.bernard@gfi.be)) For more information about our Privacy Policy please read our data-protection-declaration.

10.2 The user declares his/her explicit consent to the electronic processing of the data collected by the ADAS app (see section 3.3) for the provision of the services to the Consortium of ELECTRIFIC (see 1.2 of the terms of use). The user declares his/her explicit consent to be contacted by ELECTRIFIC both via push notifications and outside the app using the information provided by the user (e.g.: email). The user declares his explicit agreement that ELECTRIFIC will also store the transferred data for the production of statistics, driving profiles and additional anonymized scientific evaluations. The user agrees that ELECTRIFIC collects and electronically processes usage and movement data in an anonymized way for the purpose of extending or improving the service during the use of the app.

10.3 ELECTRIFIC reserves the right, in case of serious violations of these Terms of use and in case of unauthorized access or attempts to access our servers with the help of individual data sets, to initiate the identification of personal data . Violations of data protection laws can be reported to the official privacy officer of the State of Bavaria, P.O. Box 22 12 19 - 80502 München - ([poststelle@datenschutz-bayern.de](mailto:poststelle@datenschutz-bayern.de)).

## 11 Ancillary agreements, legal venue, applicable law

11.1 Access to information, software and/or documentation of the application from countries where such access is illegal is prohibited. ELECTRIFIC makes no representation that information, software and/or documentation of the application even in places outside the country concerned may be accessed or downloaded. If users in locations outside of Germany get access to the application, they are responsible exclusively for compliance with the relevant law of the respective country.

11.2 All collected data will be deleted by at the latest two years after the of the project (31 August 2019).

11.3 Court of jurisdiction within the meaning of the commercial code is Brussels.

11.4 The application is operated by the ELECTRIFIC Consortium and is responsible for. The application takes into account only the requirements of Germany, in which the data is collected. Thus German law shall apply.