

Terms and Conditions of Use

Last updated: April 02, 2025

1. Purpose

These Terms and Conditions govern the access and use of the **Fleet** web platform and the **Driver** mobile application, both owned by **Gandolapp, S.L.**, with registered office at Calle Gran Vía de les Corts Catalanes, 715, Barcelona, Spain, **VAT Number:** B09748526.

2. Service Description

Fleet is a web portal for transport and logistics companies that offers:

- Fleet registration and management
- Real-time geolocation
- Event-based traceability with predictive updates and voice confirmations
- Real-time chat with drivers

Driver is a voice-based mobile app used by drivers to interact with the company without distractions or phone calls.

3. Registration and Access

To access the services, the Client must create an account in Fleet and subscribe to the corresponding plan. They may then link their drivers through the Driver app.

The account is personal and non-transferable.

4. Subscription Model



Both services are offered under a **monthly subscription plan**, which automatically renews unless cancelled by the Client.

The pricing, conditions, and scope of the subscription are detailed on the website at the time of purchase.

5. Payments and Billing

Payment is made monthly using the methods enabled on the platform. The Client will receive an electronic invoice.

Gandolapp reserves the right to update prices with at least 15 days' notice.

6. Permitted Use

The Client agrees to use the services in accordance with the law and these Terms. It is expressly prohibited to:

- Use the services for unlawful purposes
 - Interfere with the operation of the platform
 - Resell the service without express consent
-

7. Service Availability

Gandolapp will make reasonable efforts to ensure service availability. However, it is not responsible for interruptions due to maintenance, technical issues, or factors beyond its control.

8. Intellectual Property

All content, software, and graphical elements of Fleet and Driver are the exclusive property of Gandolapp, S.L.



9. Data Protection

Gandolapp will process personal data in accordance with the GDPR and the Spanish LOPDGDD.

When the Client processes their drivers' data via the platform, Gandolapp acts as **data processor**.

A **data processing agreement** will be signed under Article 28 of the GDPR.

10. Term and Termination

The agreement remains in effect as long as the subscription is active.

The Client may cancel their subscription at any time from their account, effective at the end of the current billing period.

11. Modifications

Gandolapp may update these Terms, notifying the Client via email or within the platform.

12. Governing Law and Jurisdiction

These Terms are governed by Spanish law.

In the event of a dispute, both parties submit to the courts of Barcelona, unless otherwise required by applicable law.