

# **GENERAL TERMS AND CONDITIONS OF USE AND SALE OF GENERATIVE AI FOR CONNECTED VOICE COMMAND**

## **PREAMBLE**

Whereas:

- a. The SUPPLIER offers a series of services on its VEHICLES, as defined herein, relating to the factory DEVICE installed on the VEHICLE
- b. The services offered relating to the DEVICE are the following depending on the date of purchase of the VEHICLE:
  - **Connect One Services:** these are the services available automatically and without additional costs from the time of delivery of the VEHICLE from the dealer some of which may require Customer or User (as applicable) activation;
  - **Connect Plus Services:** these are additional services, where available, which require an additional subscription and Customer or User (as applicable) activation upon acceptance, and where applicable, payment
  - **Connect Premium Services:** these are additional services, where available, which require an additional subscription that can be optionally activated by the Customer or User (as applicable) upon acceptance and payment.
  - **Connected Navigation Services:** these are a specific set of navigation services available for Stellantis Auto SAS
  - **Generative AI Connected Voice Command:** these are services which may be supplied as standalone services but which for technical reasons or otherwise may require a subscription to one or more of the other services set out above in order to activate them.
- c. These GENERAL TERMS AND CONDITIONS refer exclusively to the Generative AI Connected Voice Command Services hereinafter referred to for simplicity as "SERVICES";
- d. For a detailed description of the Connect One Services, please consult the respective general conditions of use and sale included in the VEHICLE purchase agreement and on the WEBSITE.
- e. For a detailed description of the Connect Plus Services, Connect Premium Services, and Connected Navigation Services, where available and their activation following purchase, please refer to their respective general conditions of use and sale on the WEBSITE.

These GENERAL TERMS AND CONDITIONS must be signed on-line either on the WEBSITE or in the MOBILE APPLICATION in order to receive the SERVICES. The SUBSCRIBER understands and accepts that the use of the SERVICES is tied to the VEHICLE. The transfer of the DEVICE and SERVICES to another vehicle other than the VEHICLE for which these GENERAL TERMS AND CONDITIONS are signed is not permitted. Core elements of the SERVICES are set out in Appendix I.

These SERVICES have the following characteristics:

- duration: as specified for the SERVICE PERIOD, where applicable, following a TRIAL PERIOD or where applicable a PILOT PERIOD.

- the SERVICES may evolve in line with new technical and/or regulatory requirements as set out in clause 4.2 ;

SUBSCRIBER should also read carefully Appendix 1 which contains points of attention, parameters and eventual limitations of the SERVICES.

It is understood that these GENERAL TERMS AND CONDITIONS constitute the set of rules to be followed by all SUBSCRIBERS who should also ensure that other USERS are informed of them and comply accordingly.

## **1. DEFINITIONS**

- "BRAND" means either Fiat, Fiat Professional, Alfa Romeo, Lancia, Jeep, Abarth, Peugeot, Citroen, DS Automobiles, Vauxhall or Opel (as applicable).

- "CONTRACT" means the agreement made from these GENERAL TERMS AND CONDITIONS and the acceptance of such by the SUBSCRIBER;

- "MOBILE APPLICATION": means the application for Smartphone, Smartwatch devices on which the SUBSCRIBER can use the SERVICES and set the related configurations where applicable;

- "GENERAL TERMS AND CONDITIONS": these refer to these General Terms and Conditions for the use and sale of the SERVICES.

- "DEVICE" means the computerised device installed in factory on the VEHICLE that allows the use of the SERVICES— including without limitation telecommunication box, touch screens or any connectivity equipment required to use the SERVICES;

- purchased by the SUBSCRIBER together with the VEHICLE;

- designed to acquire the data and information regarding the VEHICLE, including but not limited to its location, speed, direction, distance travelled and other diagnostic data;

- "SUPPLIER": this is either (i) the company STELLANTIS EUROPE S.p.A., with head office in Turin, Corso Giovanni Agnelli No. 200, Post Code 10135, Tax ID and VAT 7973780013, with fully paid share capital of: EUR 850,000,000, registered in the Economic and Administrative Index (R.E.A.) of Turin under no. 07973780013, for the brands Fiat, Fiat Professional, Alfa Romeo, Lancia, Jeep and Abarth, or (ii) PSA Automobiles SA *Société par actions simplifiée* (Stellantis Auto S.A.S.) with capital of 300 176 800 euros, registered with the Versailles Trade and Companies Registry under number 542 065 479, having its registered office at 2 à 10 Boulevard de l'Europe, 78 300 Poissy, France for the brands Peugeot, Citroën, DS Automobiles, Vauxhall and Opel. Both Stellantis Europe S.p.A and PSA Automobiles SA (Stellantis Auto S.A.S.) are controlled by Stellantis N.V. SUPPLIER of the SERVICES pursuant to these GENERAL TERMS AND CONDITIONS is specified in the Appendix I for the relevant Brand.

- "SERVICE PROVIDER": means any person or entity who provides any service, equipment or structure connected to the SERVICES.

- "THEFT": means an offence committed by anyone who steals or takes without authority another person's property within the meaning of the relevant applicable laws;

- "ROBBERY": means an offence envisaged by relevant applicable laws, committed by anyone who steals a person's property, and immediately before or at the time of doing so, and in order to do so, uses force on any person or puts or seeks to put any person in fear of being then and there subjected to force.

- "VEHICLE LOCATION": this is the DEVICE function which, if activated, makes it possible to locate the position of the VEHICLE (geolocation).

- "OPERATING SYSTEM": this is the computerised system connected with the DEVICE, via which the SERVICES are provided.

-PILOT PERIOD: means, where applicable, the period of time where the SERVICES might be tested for a pilot project by a limited number of SUBSCRIBERS, as better described on the WEBSITE

- "SERVICE/S": means the Generative AI Connected Voice Command service described in these GENERAL TERMS AND CONDITIONS in more detail in Appendix I; "SERVICES DESCRIPTION": this is the description of the Services set out in Appendix I;

- "SIM CARD": means the subscription card to the telephone service inserted in the DEVICE, used to transfer data from the DEVICE to the OPERATING SYSTEM;

- "WEBSITE": means the portal reached via the Internet address indicated in the "connectivity" section of the website, of each Brand of the VEHICLE, on which the SUBSCRIBER can sign these GENERAL TERMS AND CONDITIONS online, retrieve information on the characteristics and operation of the SERVICES, and their availability and coverage according to the model and the country in which the VEHICLE was sold.

- "SUBSCRIBER" or "CUSTOMER": the customer signing these GENERAL TERMS AND CONDITIONS and who uses the SERVICES and where he/she is any natural person who, in relation to these GENERAL TERMS AND CONDITIONS, is acting for purposes which are outside that person's trade, business, craft or profession such SUBSCRIBER is referred to as a "CONSUMER" in these General Terms and Conditions.

- "TRIAL PERIOD" means, where applicable, the period of time where SERVICES might be trialled by SUBSCRIBER, as better described on the WEBSITE.

- "USER": means the driver, using the VEHICLE and related SERVICES other than the SUBSCRIBER

- "VEHICLE": this refers to a new or used vehicle of the relevant Brand as listed in Appendix I equipped with the DEVICE.

- "DATA PROTECTION LEGISLATION": means, for the periods in which they are in force the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and then any successor legislation to the same

- "SERVICE PERIOD": means the term in which the SERVICES are provided. The service period might be 1 month, 12 months or 24 months or as otherwise specified in the WEBSITE.

## **2. PURPOSE**

The purpose of these GENERAL TERMS AND CONDITIONS is to define and regulate the relationship with the SUBSCRIBER who uses the SERVICES

## **3. Functions of the DEVICE and Remote Device Management**

### **3.1. Network communication link and data disclosures**

Following the installation of the DEVICE on the VEHICLE a network communication link is established between the VEHICLE and the respective OPERATING SYSTEM and maintained to perform the necessary data disclosures for the provision of the SERVICES. Such network communication link allows, depending on the type of services provided, the transmission to the OPERATING SYSTEM, via the mobile network (where the coverage allows) of certain VEHICLE data, including but not limited to the following:

- VEHICLE status or diagnostic data such as, for example but not limited to, engine temperature, oil pressure, fuel consumption, mileage, current charge of the battery, default codes, logs, maintenance issues.

- VEHICLE "alarms" such as, for example but not limited to, cut battery cables, disconnected and/or uncharged battery, movement of the VEHICLE with the key removed, notification of presumed crashes.

- VEHICLE usage such as, for example but not limited to, position, distance travelled, hours of VEHICLE engine having been running or not running, speed, use of ADAS. - Data necessary for SERVICES such as, for example but not limited to, navigation information, vocal requests, messages.

If the SUBSCRIBER wishes to have control of the data disclosures, the SUBSCRIBER can choose at any time to restrict the respective data disclosures, by changing the relevant privacy settings for the VEHICLE. The way to change the respective privacy settings depends on the equipment of the VEHICLE. Please refer to the Owner's Manual or Handbook or please contact the SUPPLIER Contact Centre for more information.

If the SUBSCRIBER chooses to restrict the data disclosure, in particular the disclosure of geolocation data where applicable, this may limit the provision of the SERVICES.

**Due to the nature of the new and evolving technology behind the SERVICES, the CUSTOMER and USERS are recommended to avoid sharing personal/private information when making voice commands or asking questions.**

Data disclosures necessary to perform the connection, device management, SERVICES that are provided in accordance with certain type approval laws and regulations, soft- and firmware updates and to manage default codes are not affected by Privacy Settings.

### 3.2 Data Use - Product Quality Improvement

The CUSTOMER acknowledges and agrees that to improve the quality of the products produced by SUPPLIER, vehicle data (as defined in APPENDIX II) – excluding the geolocation of the VEHICLE – are transferred to SUPPLIER for the purpose of anomalies avoidance, aggregated data analysis for product improvement or creation of new products. Further information on this and other purposes are described in the "European Connected Vehicles Privacy Policy".

### 3.3. Remote DEVICE management and Updates

Without prejudice to condition 12 below, as an integral part of the Service, necessary device management and necessary software and firmware updates related to the soft- and firmware for the SERVICE will be performed remotely, in particular by using "over the air"-technology. "Over the air" technology means all communications without a physical network link (e.g. GSM 4G, WiFi).

For this, a secure radio network connection between the Vehicle and the device management server will be established after each "ignition on" when a mobile telephone network is available. Depending on the equipment of the Vehicle, connection configuration must be set to "Connected vehicle" to allow the establishment of the radio network connection.

Irrespective of a valid connected service subscription, remote product security or product safety related device management and software and firmware updates will be performed when the processing is necessary for the compliance with a legal obligation to which the respective manufacturer of the VEHICLE is subject (e.g. applicable product liability law, e-call regulation) or when the processing is necessary in order to protect the vital interests of the respective vehicle users and passengers.

The establishment of a secure radio network connection and the related remote updates are not affected by Privacy Settings and will be performed in principle after an initiation by the Vehicle user following a respective notification.

## 4. ACCEPTANCE, ACTIVATION, AMENDMENT AND ENFORCEABILITY – ECONOMIC ASPECTS

### 4.1. Acceptance of the GENERAL TERMS AND CONDITIONS

By requesting the activation of the SERVICES and by accepting (also online) these GENERAL TERMS AND CONDITIONS, the SUBSCRIBER is deemed to have acknowledged and accepted the contents of these GENERAL TERMS AND CONDITIONS. The use of the DEVICE for the use of the SERVICES is subject to the prior acceptance by the SUBSCRIBER of these GENERAL TERMS AND CONDITIONS and of those for Connected Navigation Services or Connect Plus Services (as applicable).

### 4.2. Activation

On signature of these GENERAL TERMS AND CONDITIONS on-line on the WEBSITE or on the MOBILE APPLICATION, in order to activate the SERVICES, the SUBSCRIBER shall provide his/her personal data (including – where required - a valid credit/debit card number), and complete the account registration process.

Subject to completion of the other steps set out below, the Services are activated once the Customer has used the VEHICLE in drive mode in an area with GSM network coverage. In principle, the Services activation should occur at the latest by the third start of the VEHICLE.

The SERVICES will be enabled on the VEHICLE "over the air"

The SERVICES are deemed to be effectively activated when the SUBSCRIBER has purchased the SERVICES in the "Connectivity" section of the WEBSITE or on the MOBILE APPLICATION and where required has received confirmation that the price of the Services has been paid

The following paragraphs further describe the activation process depending on the Brand (s) concerned.

*For Peugeot, Citroen, DS, Opel or Vauxhall:*

The SUBSCRIBER must complete the subscription by activating the Service

*For Fiat, Fiat Professional, Alfa Romeo, Lancia, Jeep, Abarth*

The account registration process requires CUSTOMER account to the VEHICLE, that might be done also using the web pages via the link contained in the welcome email sent by SUPPLIER when the VEHICLE is associated to the CUSTOMER.

Having completed the account registration and associating the account to the VEHICLE, the SUBSCRIBER might be required to complete further steps for the activation of the SERVICES, as better described in Appendix I. After completing the account registration, the SUBSCRIBER can use his/her own credentials (i.e. email and password) to access both the MOBILE APPLICATION and the personal area of the WEBSITE and view the VEHICLE data, and use the other functions available.

The SERVICES will be activated upon completion of the purchasing process and in any case no later than 15 minutes after the completion of the purchase.

For information on the methods of payment for the Services and the relative means of payment provided by SUPPLIER are available on the WEBSITE.

For more information on the Service activation process, a frequently asked questions (FAQ) section is available on the Website.

If the SUBSCRIBER is unable to activate the SERVICE, the SUBSCRIBER should contact the relevant Customer Care.

Once the SUBSCRIBER has subscribed to and activated the Service in accordance with paragraphs above, the Contract is formed between SUPPLIER and the SUBSCRIBER

In case a TRIAL PERIOD or PILOT PERIOD is available, SUBSCRIBER will be required to accept (also online) these GENERAL TERMS AND CONDITIONS and may be required to provide a valid credit card number during the account registration phase to benefit from the TRIAL PERIOD.

Please check the WEBSITE for more information on the TRIAL PERIOD or PILOT PERIOD.

### 4.3. Amendments to the GENERAL TERMS AND CONDITIONS

SUPPLIER has the right to amend these GENERAL TERMS AND CONDITIONS at any time and periodically at its own discretion.

CUSTOMERS are informed that the SERVICES may be modified in case of any amendment in the regulations or legislation requiring the same.

Any changes that do not significantly affect these GENERAL TERMS AND CONDITIONS (including addition of new SERVICES) will be published on the WEBSITE and will be valid from their publication date.

Should a change significantly affect the CUSTOMER'S rights and/or use of their personal data pursuant to these GENERAL TERMS AND CONDITIONS ("Significant Change"), where SUPPLIER is able to contact the CUSTOMER, then on top of the publication of such Significant Change on the WEBSITE, SUPPLIER shall notify the CUSTOMER of said Significant Change via e-mail (if available) or by any other means available to SUPPLIER.

Should a Significant Change negatively impact the Customer's access to or use of the SERVICES, unless such negative impact is only minor, the CUSTOMER shall be entitled to terminate these GENERAL TERMS AND CONDITIONS free of charge within 30 days of the Significant Change by contacting the SUPPLIER Assistance Network and/or SUPPLIER Customer Service. The provisions of these GENERAL TERMS AND CONDITIONS and any updates currently in effect are available on-line at any time on the WEBSITE.

The GENERAL TERMS AND CONDITIONS published on the WEBSITE shall prevail over any earlier version.

### 4.4 Enforceability

These GENERAL TERMS AND CONDITIONS are deemed to be enforceable against the SUBSCRIBER from the moment the SUBSCRIBER has signed these GENERAL TERMS AND CONDITIONS. Changes to the GENERAL TERMS AND CONDITIONS shall be enforceable against the CUSTOMER in case the CUSTOMER continues to use the SERVICES following such changes.

### 4.5 Economic aspects

The SUBSCRIBER acknowledges and expressly accepts that the access to the SERVICES by him/her and/or the users of the VEHICLE may require:

- the payment of a fee which is specified in the WEBSITE for each SERVICE PERIOD
- the use of his/her own mobile devices (smartphone and/or smartwatch) and that these services may require the use of subscriptions and Internet packages for mobile communications provided by his/her own mobile phone service provider; therefore, this circumstance could generate additional costs for which the SUPPLIER is not responsible.

(For certain Brands, as indicated on the WEBSITE, the price of the SERVICES is included in the VEHICLE price for an initial SERVICE PERIOD, following which payment will be required for subsequent renewals).

For a Pilot Period, the SERVICES may be supplied at no cost or no additional cost as further indicated on the WEBSITE

The SUBSCRIBER acknowledges and expressly accepts that SUPPLIER does not guarantee the compatibility of the SUBSCRIBER'S Smartphone and/or smartwatch with the SERVICES and is not responsible for any lack of operation of these SERVICES.

In the Personal Profile section, the SUBSCRIBER can view the information about their past order history for

purchases of the SERVICES (for each order they can view the amount and the relative invoice or receipt). The SUBSCRIBER is responsible for the accuracy and truthfulness of the data entered, which they can autonomously change.

In case of a request to change the tax code/VAT no., the change can only be made by contacting SUPPLIER Customer Care.

## 5. RIGHT OF WITHDRAWAL/CANCELATION - REFUNDS

### 5.1 CONSUMERS WITHDRAWAL RIGHT

The CONSUMER has the right to withdraw from the CONTRACT for the provision of the SERVICES, with no penalties, within the 14 (fourteen) days cancellation period starting from the day on which the CONSUMER first signs these GENERAL TERMS AND CONDITIONS or concludes the CONTRACT. In such case, the access to the SERVICES will cease immediately. Where the CONSUMER has paid a charge for the SERVICES on activation, the CONSUMER is not entitled to a refund of such charges for the period of time the CONSUMER was receiving the SERVICES before the CONSUMER exercised his right to withdraw from the CONTRACT.

The SUPPLIER will refund the CONSUMER as soon as possible and in accordance with the applicable law. The refund will be processed by SUPPLIER with the method used for payment. SUPPLIER doesn't charge a fee for the refund.

In case the initial SERVICE PERIOD is included in the vehicle price, the CONSUMER will have the right to withdraw from the CONTRACT for the provision of the SERVICES, with no penalties, within the 14 (fourteen) days cancellation period starting from the day on which the CONSUMER first signs these GENERAL TERMS AND CONDITIONS or concludes the CONTRACT. In such case, the access to the SERVICES will cease immediately and the refund policy described above will not apply. Without prejudice to the above, the SUBSCRIBER will still have the ability to cancel the CONTRACT any time. If you cancel with time left in your SERVICE PERIOD, you can use the SERVICES until the end of the SERVICE PERIOD.

### 5.2 REFUNDS

Except in relation to withdrawal rights for CONSUMERS in compliance with applicable laws, according to article 5.1 above if the SERVICES are cancelled by SUBSCRIBER prior to the end of the SERVICE PERIOD no reimbursement or refund of payments will be made.

## 6. Prerequisites - Conditions for DEVICE to work properly and limitation of liability – Territorial availability

### 6.1 Prerequisites

The CUSTOMER may use the SERVICES offered in accordance with the following prerequisites:

- the VEHICLE must be equipped with the DEVICE;
- it is necessary for the SUBSCRIBER to have the legal capacity to sign these GENERAL TERMS AND CONDITIONS;
- where required, a valid credit/debit card number is provided to SUPPLIER;
- where required, it is necessary to download the MOBILE APPLICATION

The CUSTOMER acknowledges through these GENERAL TERMS AND CONDITIONS that the SERVICES are provided to be used on board the VEHICLE and confirms that he/she possesses sufficient technical knowledge to access and use the SERVICES.

BY SIGNING THESE GENERAL TERMS AND CONDITIONS, THE CUSTOMER UNDERSTANDS THAT GEOLOCATION DATA OF THE VEHICLE WILL BE PROCESSED AND TRANSMITTED ELECTRONICALLY TO THE OPERATING SYSTEM WHEN NECESSARY TO ENABLE THE SERVICES TO BE PROVIDED, AS REQUIRED BY THE PROVISIONS OF THE PRIVACY NOTICE.

#### 6.1.1 Data Connectivity

The data connection between the DEVICE and the OPERATING SYSTEM is established via a SIM card installed in the DEVICE.

Connectivity is active only in the countries indicated on the WEBSITE, except where otherwise detailed in the Services Description

### 6.2 Conditions for DEVICE to work properly and limitation of liability

The CUSTOMER acknowledges that the correct installation and activation of the DEVICE are essential conditions for the supply of the SERVICES. The installation and activation of the DEVICE is carried out by SUPPLIER. The CUSTOMER acknowledges that the DEVICE carries no risk to health or to the safety of the VEHICLE and not to alter same in any way.

Any installation, de-installation, replacement, repair, maintenance or other intervention on the DEVICE during the warranty period granted for the VEHICLE must be carried out by a Supplier authorized installer that the CUSTOMER can contact via Supplier Customer Care.

In such case, in the event of a malfunction or failure of the DEVICE, the CUSTOMER will arrange for the VEHICLE to be brought to the delivery centre where the VEHICLE was collected or to another centre authorised by Supplier.

CUSTOMER may contact Customer Care for more information for any intervention that might be required by the DEVICE.

SUPPLIER will be able to provide the SERVICES on condition that:

- the GPS network is operative and correctly functioning;
- the mobile network and the fixed line telephone lines are operative and correctly functioning;
- the map database of the entire national and European territory is updated. Status update of the maps is available on the MOBILE APPLICATION and on the WEBSITE.

In the case of:

- I. a lack of maps;
  - II. insufficient coverage of the GPS signal and/or the mobile network signal (where available) and/or network unavailability;
  - III. the VEHICLE is in an area not covered by the telephone operator;
  - IV. the VEHICLE is in a country where provision of the SERVICES is not available; or
  - V. SERVICE disruptions resulting from short-term capacity bottlenecks due to peak loads on the SERVICES or from disruptions in the area of third-party telecommunications systems;
- the SERVICES are not guaranteed to operate for which it is understood that SUPPLIER will not be liable in any way.

The CUSTOMER acknowledges that SUPPLIER has the right to suspend, even temporarily, SERVICES for maintenance or improvements to the network or system, or in the event of network congestion or for reasons of safety and compliance with regulations, or following a complaint for THEFT of the VEHICLE by the CUSTOMER or at the request of relevant authorities. It is understood and agreed that no compensation or reimbursement will be due by SUPPLIER to the CUSTOMER in the cases of suspension or interruption outlined above.

### 6.3. Territorial availability of the SERVICES

The CUSTOMER acknowledges that as of now the SERVICES are available in the countries detailed in the list on the WEBSITE, subject to the provisions of these GENERAL TERMS AND CONDITIONS. SUPPLIER does not deliver the SERVICES outside of these countries and therefore, in such cases, does not assume any responsibility towards the CUSTOMER and/or the users of the VEHICLE with reference to the SERVICES.

For any information concerning the availability and activation of the SERVICES, please refer to the WEBSITE,

except where already detailed in the Services Description.

## 7. SUBSCRIBER'S RESPONSIBILITIES

### 7.1 General Responsibilities

Each SUBSCRIBER is legally responsible for his/her connection to the DEVICE.

More generally, the CUSTOMER undertakes to comply with the applicable regulations concerning:

- the protection of personal data;
- the confidentiality of the correspondence and the prohibition on intercepting Internet communications. When using the SERVICES, the SUBSCRIBER undertakes:
- not to commit any forms of violations, infringement or piracy against the rights of others and the safety of persons and in particular not to defame, harass, stalk or threaten anyone;
- to take all necessary precautions in relation to their devices, in order to prevent and avoid the transmission of viruses or any other type of program or code that may be dangerous or destructive;
- to keep their access code/passwords strictly personal;
- not to intentionally perform operations that result in hiding his/her true identity;
- not to alter, modify or access to information belonging to another customer; or
- not to interrupt or disrupt the normal operation of SUPPLIER's network or any systems connected to the aforementioned network.

The CUSTOMER acknowledges that he or she is fully informed about the lack of reliability of the Internet and especially of the fact that there is no guarantee of security in the transmission and reception of data and in the performance of the network.

The CUSTOMER acknowledges that he or she has been informed that the integrity, authenticity and confidentiality of the information, files and any type of data exchanged on the Internet for the use of the SERVICES cannot be guaranteed.

The CUSTOMER must refrain from any fraudulent, abusive or excessive use of the SERVICES, such as a voluntary or involuntary congestion of the servers and could interrupt the availability of the servers or the SUPPLIER network.

The CUSTOMER is to be understood as the only person responsible for any direct or indirect damage, material or non-material, caused to third parties by the use of the SERVICES.

### 7.2. Updating the account

The SUBSCRIBER acknowledges and accepts that the correct provision of the SERVICES is subordinate to the registration of a personal account on the WEBSITE and/or the Mobile Application and to all other requirements listed below. The SUBSCRIBER undertakes to keep up to date his/her personal account and related data.

### 7.3. Password/Username/Phone contacts

The SUBSCRIBER is wholly responsible for protecting his/her password and username. Anyone who knows the SUBSCRIBER's password and username could access the SERVICES, and neither SUPPLIER nor the SERVICE PROVIDERS are responsible for the use of the SUBSCRIBER makes of his/her own password or username or any other information which could be used to identify the account in order to request services for the VEHICLE.

Where applicable, the SUBSCRIBER might be required to provide a telephone number, at his/her own expense and responsibility, and in any case in compliance with DATA PROTECTION LEGISLATION, in order to permit the provision of the SERVICES.

The SUBSCRIBER undertakes to inform SUPPLIER of the information needed as may be set out in the Appendix 1 and to promptly notify SUPPLIER of any change in telephone number if applicable. The SUBSCRIBER shall hold SUPPLIER harmless of any damage suffered by SUPPLIER as a result of the failure of the SUBSCRIBER to comply with the obligations laid down in condition 7.3 herein.

## 8. SUBSCRIBER LIABILITY

### 8.1. General principles: correct use of the DEVICE and of the SERVICES

The CUSTOMER may use the DEVICE and the SERVICES in good faith, and in compliance with the present GENERAL TERMS AND CONDITIONS and applicable laws and regulations, notably the laws relating to intellectual and industrial property, IT, file management and protection of personal data. The CUSTOMER:

- must not divert the use of the DEVICE for commercial reasons or to sell products and/or SERVICES;
- must not use the DEVICE or SERVICES to harm others or for a purpose that is contrary to public order or morality, or that infringes any third party's rights;
- must not commit any infringing act, or reproduce, download, represent, modify all or part of the DEVICE, or use a "robot" or a website "copier";
- must not access and/or tamper with the DEVICE,
- must not obstruct or alter the functionality of the DEVICE, or suppress or modify data contained therein;
- must not disrupt the normal operation of the DEVICE, nor introduce any virus or any other technology that is harmful to the application or related SERVICES.

The CUSTOMER is required not to tamper with, interfere with, remove and/or compromise the functionality of the DEVICE. The CUSTOMER acknowledges that any tampering or removal of the DEVICE compromises the possibility of providing the SERVICES. SUPPLIER therefore assumes no responsibility for failure to provide the SERVICES due to tampering with or removal of the DEVICE.

SUPPLIER reserves the right to treat any unauthorised access or tampering with the DEVICE as unlawful activity and refer the same to the relevant authorities.

The CUSTOMER must not commit any action that could put at risk the IT security of SUPPLIER and SERVICE PROVIDER or of the CUSTOMER or USER themselves, nor should he or she interfere with or interrupt the regular operation of the WEBSITE.

SUPPLIER reserves the right to suspend the use of the DEVICE by each CUSTOMER that violates these GENERAL TERMS AND CONDITIONS and to communicate all the necessary information to the relevant authorities.

The CUSTOMER undertakes not to use any of the SERVICES for fraudulent, illicit or abusive purposes, or for purposes which infringe the rights of others or, in any case, for purposes not in line with the provisions of these GENERAL TERMS AND CONDITIONS. The CUSTOMER undertakes not to use the SERVICES or operate them improperly in such a way as to damage commercial operations, services, reputation, employees, or facilities of SUPPLIER or of the SERVICE PROVIDERS. The CUSTOMER therefore acknowledges and expressly agrees that he or she is liable for any amount claimed by others against SUPPLIER, plus any expenses, arising in whole or in part from such improper use or from his or her own actions.

The CUSTOMER therefore acknowledges and expressly agrees that he or she cannot resell, copy, store, reproduce, distribute, modify, exhibit, publish, perform, transmit, disseminate or create derivative works from the contents received through the SERVICES and cannot use the contents received through SERVICES for commercial purposes. Some information received via the SERVICES belongs to SUPPLIER, the SERVICE PROVIDERS or to other third parties (which provide the SERVICES through SUPPLIER, or otherwise). Such information could be covered by one or more copyrights, commercial trademarks, service trademarks, patents or other legal protection. The CUSTOMER undertakes not to use and/or copy the contents received through the SERVICES unless explicitly authorised by SUPPLIER or the SERVICE PROVIDER, CUSTOMER also undertakes to ensure USERS comply with these obligations.

With reference to the provision of the SERVICES, the CUSTOMER undertakes to promptly notify SUPPLIER of any change in telephone numbers and/or emails and/or addresses, relieving SUPPLIER of any harmful consequences that the CUSTOMER may suffer as a result of failure to do so.

The CUSTOMER and any USER must be an adult and by using the SERVICES confirms that he or she is competent and has all the means necessary to access and use the SERVICES.

The CUSTOMER is fully liable for his/her use of the DEVICE, its related SERVICES and the information he/she provided.

### 8.2. Other users or occupants of the VEHICLE

THE CUSTOMER IS THE SOLE PARTY RESPONSIBLE FOR ANY USE OF THE SERVICES IN THE VEHICLE, EVEN IF OTHERS USE THEM AND EVEN IF THE USE WAS NOT AUTHORISED. THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE SERVICES REQUIRED BY SAME OR BY ANYONE WHO USES HIS OR HER VEHICLE, OR ACCESSES THE SERVICES THROUGH SAME. The CUSTOMER therefore undertakes to inform all Users and occupants of their VEHICLE about the SERVICES and the system functions and restrictions, as well as the terms of these GENERAL TERMS AND CONDITIONS, including the attached PRIVACY NOTICE.

No liability can be ascribed to the SERVICE PROVIDER or to SUPPLIER as regards the way in which the VEHICLE is used by the CUSTOMER and/or the USER.

If the CUSTOMER and/or the USER of his/her VEHICLE uses the SERVICES to commit an offence or for other improper purposes, the CUSTOMER shall be liable for any damages attributed to SUPPLIER as a result of such use.

### 8.3. Compliance with road safety regulations

Compliance with road safety regulations is a priority and SUPPLIER is not responsible for any violations committed when using the VEHICLE, including violations committed in relation to every applicable regulation or the Highway Code.

## 9. DURATION, RENEWAL AND TERMINATION OF SERVICES

### 9.1.1 Duration

Subject to the clause 9.1.2 below, the SERVICE PERIODS have the duration indicated on the connectivity WEBSITE based on the price and duration options chosen by the SUBSCRIBER when purchasing and subscribing to the SERVICES.

Availability of the SERVICES cannot be guaranteed permanently due to potential future technical developments (including but not limited to: smartphones, operating systems, network availability, obsolescence of technical environment,...). Consequently, the SERVICES will function as long as the technologies used to provide the SERVICES do not become obsolete compared to the technology commonly used in the market.

The SUPPLIER may withdraw the SERVICES at any time during a PILOT PERIOD because of the nature of the pilot project which is purely for SERVICES testing purposes. The SUPPLIER will use reasonable endeavours to notify the SUBSCRIBER to this effect

### 9.1.2 Renewal

Unless the SUPPLIER has terminated for whatsoever reason the SERVICES, or the SUBSCRIBER withdraws from the CONTRACT pursuant to clause 5.1 or terminates prior to the end of the TRIAL PERIOD or each SERVICE PERIOD, or except in the case of a PILOT PERIOD where a maximum period is specified on the WEBSITE, the SERVICES will be renewed automatically for a further SERVICE PERIOD.

The SUBSCRIBER must maintain a valid payment method for the entire SERVICE PERIOD, and they can change this at any time by accessing their Personal Area.

Failure to provide a valid payment method will make it impossible to renew the Services and they will be deactivated when they naturally expire.

The SUBSCRIBER can deactivate the automatic renewal at any time by accessing their Personal Area of the Connectivity section of the WEBSITE.

In case of deactivation of the automatic renewal for the SERVICE, the SUBSCRIBER can continue using the functions until the SERVICE PERIOD expires.

In case of deactivation of the Services before the end of the SERVICE PERIOD, the SUBSCRIBER can reactivate it at any time before its original expiry date at no additional cost.

If the Service PERIOD has expired or following the process described in article 9.5 below, to reactivate it, the SUBSCRIBER must purchase the Service again and newly sign these GENERAL TERMS AND CONDITIONS.

In case of automatic renewal, these General Terms and Conditions of Service shall apply for the entire duration of the renewed SERVICE.

Upon expiry of the relative SERVICE Period, without automatic renewal these GENERAL TERMS AND CONDITIONS OF SERVICE shall be understood as automatically terminated without the need for any notification to this effect by the SUBSCRIBER or SUPPLIER.

The renewal of the GENERAL TERMS AND CONDITIONS OF SERVICE will be effective for the SERVICE PERIOD chosen by the SUBSCRIBER among the available options and based on the rates and according to the procedures published on the WEBSITE.

Following the end of the TRIAL PERIOD, the SERVICES will be renewed automatically for the shortest SERVICE PERIOD available.

For a PILOT PERIOD, a maximum period for which the SERVICES will be provided may be specified on the WEBSITE. In such situation, the SERVICES, if not terminated or withdrawn earlier in accordance with the Contract, will terminate automatically at the end of such PILOT PERIOD without need for any notification to this effect by the SUBSCRIBER or SUPPLIER and automatic renewal provisions shall not apply.

### 9.2 Automatic Termination and SUPPLIER Withdrawal

The Services will terminate automatically if the communication network(s) used for their delivery is (are) no longer available or is (are) strongly saturated due to 2G and/or 3G and/or 4G network switch off decided by the telecommunication carriers. Please check the WEBSITE and contact Customer Care, to check if your VEHICLE model will be affected by such network switch off.

The termination information will be made available on the Brand Websites at least 30 days before the end of the Service.

The Services will terminate automatically in case of scrapping/destruction of the Vehicle, or Customer compensation by his/her insurance company following the Theft of the Vehicle. In case of scrapping/destruction/Theft of the Vehicle, Customer shall promptly inform the SUPPLIER about such occurrence pursuant to clause 9.3 below, and he/she shall forward to SUPPLIER the supporting documents (copy of certificate of scrapping/destruction or compensation from the insurance company).

SUPPLIER reserves the right to withdraw SERVICES and therefore terminate all or part of these GENERAL TERMS AND CONDITIONS if the technology employed for the provision of the relevant SERVICES becomes obsolete compared to the technology commonly used in the market. SUPPLIER will provide CUSTOMER with reasonable notice in accordance with applicable law.

### 9.3 SUPPLIER's right to termination

SUPPLIER has the right to immediately terminate the SERVICES if the CUSTOMER violates any part of these GENERAL TERMS AND CONDITIONS or uses the SERVICES for illegal or improper purposes. Improper use includes, but is not limited to those in specified in condition 8 above, and in particular, tampering with the DEVICE and/or removing it from the VEHICLE when not authorised by SUPPLIER.

No compensation or reimbursement will be due by SUPPLIER to the CUSTOMER in the cases of termination indicated in this article 9.3.

#### 9.4 SUBSCRIBER Termination rights

SUBSCRIBER might express his/her willingness not to renew the SERVICES after the TRIAL PERIOD or SERVICE PERIOD anytime by (i) cancelling the credit card number or (ii) deactivating the auto-renewal by accessing their Personal Area of the Connectivity section of the WEBSITE. If you cancel with time left in your TRIAL PERIOD or PILOT PERIOD, you can use the SERVICES until the end of the TRIAL PERIOD or PILOT PERIOD or SERVICE PERIOD. 30 days before the expiration of the TRIAL PERIOD or SERVICE PERIOD CUSTOMER will be notified of such expiration.

Furthermore, the SUBSCRIBER may terminate the SERVICE immediately by notifying SUPPLIER Customer Service/Contact Centre.

No compensation or reimbursement will be due by SUPPLIER to the CUSTOMER in the case of termination indicated in this article 9.4

#### 9.5 Sale of the VEHICLE or loss of possession of the VEHICLE - Notification to SUPPLIER and CUSTOMER Termination

If the CUSTOMER decides to sell the Vehicle, terminate the rental/lease of the VEHICLE, or in case of Theft or scrapping/destruction of the VEHICLE, Customer shall:

- promptly notify SUPPLIER of the same either through the APPLICATION/the WEBSITE/ by contacting the SUPPLIER ASSISTANCE NETWORK and/or SUPPLIER Customer Service/Contact Centre;
- promptly terminate the SERVICES either through the APPLICATION/the WEBSITE/ by contacting the SUPPLIER ASSISTANCE NETWORK and/or SUPPLIER Customer Service/Contact Centre; and
- ensure that his/her account is no longer linked to the VEHICLE, by contacting the SUPPLIER ASSISTANCE NETWORK and/or SUPPLIER Customer Service/Contact Centre.

In the case of sale or transfer of the VEHICLE - for any reason – to a third party, the CUSTOMER:

- shall ensure that all personal data stored in the VEHICLE is deleted; and
- is required to expressly communicate to the new owner or possessor of the VEHICLE the existence of the aforementioned SERVICES.

No compensation or reimbursement will be due by SUPPLIER to the CUSTOMER in the case of termination indicated in this article 9.5

The new owner of the VEHICLE will be able to use the SERVICES following a new subscription of these GENERAL TERMS AND CONDITIONS and will be able to select the duration of the SERVICES among the SERVICE PERIODS proposed by SUPPLIER.

Should the CUSTOMER sell the VEHICLE without having previously informed the new owner: (i) SUPPLIER will not be in any way responsible for the further collection of the data, believing, in good faith, that they belong to the CUSTOMER and (ii) the CUSTOMER will remain liable pursuant to these GENERAL TERMS AND CONDITIONS for the proper or improper use of the SERVICES by the new owner.

It also remains understood that (i) SUPPLIER is not responsible for damages deriving from violations connected to the processing of personal data in the event of failure of notification about the aforementioned circumstances and (ii) CUSTOMER will not access or use any data relating to the VEHICLE following the sale to third parties and/or at the end of the rental of the VEHICLE.

## 10. SPECIAL INFORMATION ON SERVICE AND SYSTEM RESTRICTIONS

### 10.1. Ownership of the technology

SUPPLIER and its SERVICE PROVIDERS, as far as they are liable, are and will remain at any time owners of all rights, titles and interests in respect of (i) any hardware, software and related technology used together or in connection with the SERVICES, and (ii) any intellectual property right or other proprietary right, including without limitation all patents, copyrights, rights in trademarks and trade secrets contained therein. The CUSTOMER accepts that it is prohibited, and agrees not to copy, decompile, decompose, reverse engineer, reduce derivative works or manipulate any technology or data or content stored or integrated into the equipment used to receive or operate the SERVICES (collectively the "Equipment Technology") or otherwise modify or tamper with such equipment. The CUSTOMER also agrees not to upload, publish, transmit or otherwise make available any material containing software viruses or other codes, files or computer programs designed to interrupt, disable or limit the functionality of the SERVICES. Any software contained in the VEHICLE is only granted under licence for use together with the SERVICES. Furthermore, any data or other contents of the SERVICES is protected by the laws on copyrights and by other legislation on intellectual property and all the rights of property are attributed to SUPPLIER and to the SERVICE PROVIDERS. The CUSTOMER has the right to use the equipment technology only for personal, non-professional and non-commercial use and in relation to the SERVICES.

## 11. SUPPLIER WARRANTY AND RESPONSIBILITIES

### 11.1 Warranty

Subject always to the CUSTOMER complying with its obligations in these GENERAL TERMS AND CONDITIONS, and except in circumstances set out in articles 6, 8 and 13.1:

(i) The warranty granted by applicable law on the VEHICLE and/or the warranty of the hardware manufacturer (if applicable) includes the DEVICE installed in factory in the VEHICLE.

If CUSTOMER is a CONSUMER the SERVICES shall be covered by warranty as foreseen by law, that starts, where applicable, with the TRIAL PERIOD, or PILOT PERIOD, including the warranty that SUPPLIER shall be liable for any lack of conformity of the SERVICES that occurs or becomes apparent within the SERVICE PERIOD under these GENERAL TERMS AND CONDITIONS. In case of lack of conformity, the CUSTOMER has the benefit of the remedies provided by the applicable law governing the sale of goods with digital contents and digital services;

(ii) The SUPPLIER uses reasonable efforts to ensure the availability of the SERVICES.

**However CUSTOMER should note the following limitations:**

**The SUPPLIER does not guarantee that the SERVICES will be provided without interruption or will operate error free. In addition due to the nature of the new technology concerned, there are further limitations to the SUPPLIER's liability as detailed in Appendix 1 attached**

If the CUSTOMER has not completed the update supplied by SUPPLIER and necessary to keep the SERVICES in conformity, upon its availability, then SUPPLIER shall not be liable for any lack of conformity of the SERVICES that occurs or becomes apparent within the period of time during which the SERVICE is to be supplied under these GENERAL TERMS AND CONDITIONS.

Notwithstanding the warranties above, except for SERVICES required by applicable law, availability of the SERVICES cannot be guaranteed permanently due to potential future technical developments (including but not limited to: smartphones, operating systems, network availability, obsolescence of technical environment, ...). Consequently, the SERVICES will function as long as the technologies used to provide the

SERVICES do not become obsolete compared to the technology commonly used in the market.

### 11.2. LIABILITY

Nothing in these GENERAL TERMS AND CONDITIONS shall operate so as to exclude either party's non-excludable liability in respect of death or personal injury caused by its negligence or the negligence of its servants or agents; or exclude liability for fraudulent misrepresentation.

#### 11.2.1 Liability to CONSUMERS

In case CUSTOMER is a CONSUMER, if the SUPPLIER fails to comply with these GENERAL TERMS AND CONDITIONS, the SUPPLIER is responsible for loss or damage the CUSTOMER suffers that is a foreseeable result of its breach of the GENERAL TERMS AND CONDITIONS or the SUPPLIER's negligence, but the SUPPLIER is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the SUPPLIER's breach or if they were contemplated by the CUSTOMER and the SUPPLIER at the time of conclusion of the contract under these GENERAL TERMS AND CONDITIONS. Consequently, SUPPLIER will have no liability to CUSTOMER for any loss of profit, loss of business, business interruption, consequential damages, indirect damages, or loss of business opportunity.

The SUPPLIER only supplies the SERVICES for domestic and private use. The CUSTOMER agrees not to use the Services for any commercial, professional, business or re-sale purpose, and the SUPPLIER has no liability to the CUSTOMER for any loss of profit, loss of business, business interruption, or loss of business opportunity. It is therefore intended for general guidance and information purposes only, and not for formal record keeping or logging purposes, as there is always the risk of data loss or data corruption, so the SUPPLIER does not provide any assurance that any data which you record with the Services will be available at all times.

#### 11.2.2 Liability of SUPPLIER towards all CUSTOMERS

Without prejudice to the above, SUPPLIER is in no way liable and under no circumstance shall it be held liable for any type of loss, damages including those to the CUSTOMER in the event of THEFT, ROBBERY and/or damage to the VEHICLE and/or persons and/or material present on board the VEHICLE, responsibilities, claims and expenses (including but not limited to legal costs, defence costs and termination), direct, indirect or consequential, arising from or relating to the provision or the use of the SERVICES, regardless of the cause, arising from the contract, unlawfulness (including negligence), regulations or otherwise. SUPPLIER shall not be liable for any loss or damage whatsoever (even where predictable) arising from or relating to the use (including, but not limited to those arising from any breach of the Highway Code), or the inability to use the SERVICES, or the use or dependency on said SERVICES. Moreover, if CUSTOMER is not a CONSUMER SUPPLIER is not liable for:

- the quality of the SERVICES, as the SERVICES are offered "as is";
- any disruption in the use of the WEBSITE;
- temporary or permanent and complete or partial unavailability of the WEBSITE;
- any difficulty with response time, and, generally speaking, any failure to perform;
- any impossibility to use the WEBSITE;
- breaches of information security that could damage the equipment/devices of the CUSTOMER and the data, unless otherwise specified by law;
- any violation of the CUSTOMER's rights in general.

Under no circumstance shall SUPPLIER be held liable for any interruptions or restrictions to the SERVICES for the following reasons:

- provisions of law or supervised administrative and/or regulatory measures;
- provisions issued by the relevant Authorities.

Where the CUSTOMER is not a CONSUMER, the SUPPLIER shall not be liable to the CUSTOMER in contract, tort (including without limitation negligence)

and/or breach of statutory duty for any loss or damage which the CUSTOMER may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the SERVICES by the SUPPLIER, or its Services Provider, in a sum which is greater than the total price paid by the CUSTOMER for the Services.

### 11.3. Internet security

SUPPLIER makes all efforts possible to ensure the security of the SERVICES, considering the complexity of the Internet. SUPPLIER cannot however guarantee absolute security.

The SUBSCRIBER accepts the characteristics and limits of the Internet network.

The SUBSCRIBER confirms his/her awareness of the intrinsic nature of the Internet network and, in particular, of its technical prerogatives and the response times necessary to consult, analyse or transfer data.

The SUBSCRIBER must inform SUPPLIER of any defect or problems encountered in the SERVICES.

The SUBSCRIBER is aware that data flows on the Internet are not necessarily protected, particularly in terms of potential misappropriation.

The SUBSCRIBER agrees to take all appropriate measures to protect his/her own contents, data and/or software from the contamination of potential viruses circulating on the Internet.

### 12. UPDATES OF THE SERVICES

CUSTOMER is informed of and supplied with updates, including security updates, that are necessary to keep the DEVICE in conformity.

Where applicable, SUPPLIER shall be entitled to use the "over the air" technology, as may be described in Appendix I, to access remotely to the DEVICE and supply it with updates.

The CUSTOMER accepts and acknowledges that "over the air" updates will be communicated to the CUSTOMER by means of an information message displayed on the radio device display in all other cases. The update will be scheduled when the VEHICLE is switched off. In case of need of CUSTOMER to use the VEHICLE while the update or installation is in progress, the VEHICLE can be switched on, but the SERVICES might be temporarily unavailable. For such updates, depending on the BRAND concerned (Fiat, Fiat Professional, Alfa Romeo, Lancia, Jeep, Abarth), the CUSTOMER will have the possibility to postpone the update over time up to a maximum number of referrals beyond which the installation will start automatically. The SUPPLIER recommends CUSTOMER to download the updates as soon as available. If the CUSTOMER has not completed the update supplied by SUPPLIER and necessary to keep the SERVICES in conformity, upon its availability, then SUPPLIER shall not be liable for any lack

of conformity of the SERVICES that occurs or becomes apparent within the SERVICE PERIOD.

The CUSTOMER accepts and acknowledges that "over the air" technology will be also used by SUPPLIER to perform the following activities without any further action required by CUSTOMER:

- updates necessary for legal, regulatory or cybersecurity compliance
- installation of updates in case of bug-fixing;
- updates required on any replacement of the network Service Provider;
- installations necessary to make available a new service previously activated by CUSTOMER;
- installations of new features and upgrades of existing features.

In this case, the update or installation will be scheduled when the VEHICLE is switched off. In case of need of CUSTOMER to use the VEHICLE while the update or installation is in progress, the VEHICLE can be switched on, but the SERVICES will be temporarily unavailable, until the completion of the update or installation.

### 13. GENERAL PROVISIONS

#### 13.1. Force majeure

In case of a force majeure event, the services referred to in these GENERAL TERMS AND CONDITIONS will initially be suspended. If a force majeure event lasts for more than thirty (30) days, these terms and conditions shall be automatically terminated, unless otherwise agreed by the parties. It is expressly agreed between the parties that force majeure or fortuitous events, in addition to those usually deriving from court decisions, are understood as including but are not limited to: general strikes, lock-outs, epidemics, telecommunications network failures, earthquakes, fires, storms, floods, water damage, governmental restrictions, legal or statutory modifications preventing the performance of the SERVICES. If either party is prevented from, or delayed in performing any of its obligations under these GENERAL TERMS AND CONDITIONS by a force majeure event, said party will promptly notify the other party.

#### 13.2. Non waiver

The failure of SUPPLIER to exercise or enforce any right under these GENERAL TERMS AND CONDITIONS shall not be deemed to be a waiver of that right nor can it serve to impede the exercise or enforcement of it at any time thereafter. Nothing in these GENERAL TERMS AND CONDITIONS is intended to constitute a partnership, franchise, joint venture, or agency relationship.

#### 13.3. Independence of the Parties

Neither party has the authority to assume or create an obligation in the name and/or on behalf of the other

party. Furthermore, each party remains solely responsible for its acts, allegations, commitments, SERVICES, products and personnel.

#### 13.4. Severability

If one or more provisions of these GENERAL TERMS AND CONDITIONS is deemed invalid or so declared by a law, a regulation or a final decision having res judicata effect rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect. The Parties agree to substitute for any such invalid, illegal, or unenforceable provision a new provision which serves the purpose of the invalid provision to the furthest possible extent.

#### 13.5. Good faith

The parties declare that the undertakings referred to in these GENERAL TERMS AND CONDITIONS are made fully in good faith.

#### 13.6. Completeness of the agreement

These GENERAL TERMS AND CONDITIONS supersede all prior agreements, arrangements and undertakings between the parties and constitute the entire agreement between the parties relating to the subject matter of these GENERAL TERMS AND CONDITIONS. Where applicable, the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect in so far as there is no conflict between the same. The parties confirm that they have not entered into these GENERAL TERMS AND CONDITIONS on the basis of any representation that is not expressly incorporated into these GENERAL TERMS AND CONDITIONS.

#### 13.7. Applicable legislation and competent court

The present GENERAL TERMS AND CONDITIONS and any dispute arising from or resulting from same will be governed by the laws of England and Wales. The CUSTOMER and SUPPLIER accept that any disputes arising from or resulting from these GENERAL TERMS AND CONDITIONS or from the use of the SERVICES by the CUSTOMER, will be subject to the jurisdiction of the Courts of England and Wales, except in cases of exclusive jurisdiction of the residence of the CUSTOMER provided for by law concerning the determination of the presiding court in disputes between professional and CONSUMER.

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# Appendix I – Generative AI Connected Voice Command description

Supplier: PSA Automobiles SAS (Stellantis Automobiles SAS)  
Brand: Peugeot

Availability depending on the vehicle models and countries. See on WEBSITE for more details

Due to the nature of the new and evolving technology behind the SERVICES, the CUSTOMER and USERS are recommended to avoid sharing personal/private information when making voice commands or asking questions.

## 1 Functional description

Connected Voice Command includes the following features, for which information is collected by SOUNDHOUND INC. a US company, whose principal business is at 5400 Betsy Ross Drive, Santa Clara, CA 95054 USA or CERENCE GmbH, whose principal business is at Jülicher Str. 376, 52070 Aachen, Germany (“Voice Command Service Publisher”) or by any third party designated or contracted by the Voice Command Service Publisher. The following features are also subject to availability in the territories concerned as mentioned in the WEBSITE

- The Connected Voice Command adds the voice modality to the Infotainment system (in addition to the touchscreen interactions and the physical buttons interactions).
- NLU (Natural Language Understanding) allows more natural voice interactions.
- The Connected Voice Command allows the customer to interact with the Infotainment feature such radio/media, phone, navigation or to interact with car controls like air conditioning, seat heater.
- Customers can also get connected information such as weather forecasts. Additional connected features may be provided in the current life of the Vehicle when available to enrich the customer experience.
- A Generative Artificial Intelligence Capabilities for Generative Connected Voice Command domain allows the customer to get information on any domains, to learn about everything (such as history, geography, science, literature, travel...) and generate contents (stories, poems, letters...). For this, the Voice Command Service Publisher combines its own Artificial Intelligence platform with the LLM (Large Language Model) of a 3<sup>rd</sup> party like Open AI with ChatGPT solution.

For full details please refer to the Owner’s Manual or Handbook

### Operating the Generative Connected Voice Command:

- In order to access and activate this Service, the Customer will be required to accept the collection and processing of data disclosures regarding voice data and geolocation using the same procedure required for access to the Connected Navigation Service. Further details are set out in in the Owner’s Manual

or Handbook, which is also accessible on the central screen of the infotainment system in the Vehicle or in the Brand Connect Store/WEBSITE. Information on data disclosures is also provided in the terms and conditions for the relevant Connected Navigation Service subscribed to.

- Once activated, the Generative Connected Voice Command function is triggered either by pressing the Connected Voice Command button on the steering wheel, on the touch screen of the in-car navigation unit or by the user using the “wake up word” specific to each Manufacturer brand (refer to User’s Manual)
- The “wake up word” software algorithm will listen and record for three second loop periods (or such other time period as shall be set out in the Vehicle documentation from time time) and such data will be retained within the Vehicle’s system but will not be stored in the cloud.
- Once the “wake up word” is spoken, and the user has accepted to disclose data (geolocation and voice data) the system will wake up and send information of the user’s request and such data will be exchanged and stored in the cloud comprising the last 3 seconds of conversation including the “wake up word”, which could include background conversation. This data is disclosed with the Voice Command Service Publisher in order for it to provide the Generative Connected Voice Command services.
- The “wake up word” cannot be deactivated by the user. However, by choosing the respective Privacy Settings as set out in the Owner’s Manual or Handbook the user can prevent disclosure of data outside the Vehicle.
- You are reminded to inform passengers in the Vehicle that the Generative AI Connected Voice Command could be in active listening mode and to comply with all relevant data privacy regulations in respect of such an operation.

For further information please refer to the Privacy Statement in Appendix 2 and to the Owner’s Manual or Handbook.

### Languages :

- The Generative AI Connected Voice Command is available in selected languages but is not always available in the Customer’s native or chosen language, depending on the country concerned.
- For the Pilot Period and Program for the Adaptive Connected Voice Command with the Generative AI Capabilities domain, the scope of languages is reduced. Please see the WEBSITE for further information.

Appendix 1 A includes a list of countries and available languages which may be updated from time to time by the Service Provider.

## 2 Indicative character of the information – Use of Services by the Customer

CUSTOMER and USER shall note that the scope of the SERVICES is to provide information of interest regarding matters such as history, geography, science, travel, literature and to generate relevant content of interest. The CUSTOMER or USER shall not use the SERVICES for purposes for which a

professional or expert’s advice or opinion is required (for example, technical or medical advice). None of the SUPPLIER, its affiliates or its SERVICE PROVIDERS shall be liable for any use of the SERVICES for which a professional or expert’s advice or opinion is required and any such use is at the CUSTOMER’S or USER’s risk.

The data accessible via the Services is collected by the Voice Command Service Publisher and provided as an indication only and the SUPPLIER cannot warrant its exhaustiveness or accuracy at the time the Services are used. In case of mismatch between the information supplied by the Services and that on the ground, users should follow that on the ground, in particular all details displayed on road signs (one-way streets, speed limit signs, etc.).

In addition, because the Services depend on the use of Generative Artificial Intelligence Capabilities (GAIC) and machine learning which comprise a new and evolving technology the SUPPLIER cannot guarantee that the information relayed by the Services will be accurate, reliable, up to date, complete or correct. Information beyond any specific date mentioned in the WEBSITE will not be available.

CUSTOMER or USER should use its own judgement and should evaluate the accuracy of any such information as appropriate for their particular needs and use. CUSTOMER or USER may encounter content through the GAIC feature of the Services that it may find offensive, indecent, or objectionable or not objective. The SUPPLIER is relying on the Voice Command Service Publisher/ its SERVICE PROVIDER to provide the Service in accordance with good practice and applicable legislation and has no responsibility or liability for such content. In general, care must be taken by the CUSTOMER or USER with respect to other uses of the information. For example where the SERVICES provide creative content (such as a story) due to the nature of this new technology it is not guaranteed that the VOICE COMMAND SERVICE PUBLISHER/SERVICE PROVIDER or its sub-contractors have all relevant rights to such content and CUSTOMER or USER is advised not to copy or otherwise use such information in contravention of these General Conditions of Use and Sale or applicable law Any such use is at CUSTOMER/ USER’s risk.

Users must take account of the general condition of the Vehicle and its equipment, the state of the road and the weather conditions when using the Services. In all eventualities, it falls to users to abide by the Highway Code and road safety rules.

## 3 Territory

Details concerning the availability according to the VEHICLE model and the Territorial coverage of the above-described can be found in the MOBILE APPLICATION or in WEBSITE connectivity section. It applies when travelling inside and outside of this country of residence.

As Services content is specific to national features, the Services have to be subscribed to in the CUSTOMER’s country of residence.

## **APPENDIX 1.A: SERVICES TERRITORY COVERAGE**

The Services' geographic coverage provided by the Voice Command Service Publisher for Customers having subscribed to these in their country of residence is indicated in the following Brand Connect Store/WEBSITE.

It applies when travelling inside and outside of this country of residence.

	<b>Service Store</b>
<b>Peugeot</b>	<a href="https://services-store.peugeot.co.uk">https://services-store.peugeot.co.uk</a>
<b>Citroën</b>	<a href="https://services-store.citroen.co.uk">https://services-store.citroen.co.uk</a>
<b>DS</b>	<a href="https://services-store.dsautomobiles.co.uk">https://services-store.dsautomobiles.co.uk</a>
<b>VAUXHALL</b>	<a href="https://connect.vauxhall.co.uk/">https://connect.vauxhall.co.uk/</a>



