

# GENERAL TERMS AND CONDITIONS OF USE AND SALE OF CONNECT PLUS SERVICES NCS2.2

## 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:
  - **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
  - These GENERAL TERMS AND CONDITIONS refer exclusively to the **Connect Plus Services** hereinafter referred to for simplicity as "SERVICES";
- c. 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.
- d.

These GENERAL TERMS AND CONDITIONS must be signed on-line either on the WEBSITE or in the MOBILE APPLICATION or In-Vehicle 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

- the SERVICES may evolve in line with new technical and/or regulatory requirements; 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.

Some of the Services described in Appendix I may not be immediately available. This will depend on the Brand and Vehicle model/engine type and territorial availability. The CUSTOMER is invited to check their effective availability on the WEBSITE and the eligibility of their Vehicle

## 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;

"IN-VEHICLE APPLICATION" means the application in the head or infotainment unit of eligible Vehicles, where applicable, on which the Subscriber may subscribe

online for the Services following acceptance of these General Terms and Conditions

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

- "ONLINE" means either through the Website, Mobile Application or In-Vehicle Application connected to the internet, where applicable

- "OPERATING CENTRE" means the operational control centre of the SERVICE PROVIDERS through which the SUBSCRIBER (or USERS of the VEHICLE) is provided with assistance services in the event of an accident and or need of roadside assistance.

- "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) Stellantis Auto S.A.S *Société par actions simplifiée* 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 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.

- "SERVICE/S": means the Connect Plus services 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, which starts from the warranty start date.

- "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 on 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.

In the event that a THEFT is effectively confirmed by the Customer, and he has chosen to restrict geolocation data disclosure, this "off" setting, where previously selected, is ignored by the OPERATING CENTRE in order to be able to track the VEHICLE

**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 through voice command features**

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**

### **4.1.1 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.

### **4.1.2 Activation**

On signature of these GENERAL TERMS AND CONDITIONS Online, 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 may 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 or through the In-Vehicle Application where applicable, 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. Any additional steps required for activation, as for example the Pairing Process, may be described in Appendix I.

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

The account registration process requires CUSTOMER to associate his 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 In-Vehicle Application 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 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. The duration of the TRIAL PERIOD starts from the warranty start date.

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

### **4.2. 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 or features) 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.

### **4.3. 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.

### **4.4 ECONOMIC ASPECTS**

The SUBSCRIBER acknowledges and expressly accepts that the access to the SERVICES by him/her and/or the User 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).

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**

Pursuant to the relevant law applicable to CONSUMERS, 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, also in case of TRIAL PERIOD. 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 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. No refund will be due in case of withdrawal during the TRIAL PERIOD.

Without prejudice to the above, the SUBSCRIBER will have the ability to cancel the CONTRACT any time. If you cancel with time remaining in your TRIAL PERIOD / SERVICE PERIOD, you can use the SERVICES until the end of the TRIAL PERIOD / SERVICE PERIOD. In case of annual subscription relating to the brands included in Annex Ib, if you cancel with time remaining in your SERVICE PERIOD, the SERVICES will cease immediately, with no reimbursement or refund. Furthermore, subject to the clause 5.2 below, the SUBSCRIBER may choose to end the SERVICE immediately by notifying the Customer Contact Center.

## 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 or shortcomings in the 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 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 9.1.3 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.

### 9.1.2 Renewal

Unless (i) the SUPPLIER has terminated for whatsoever reason the SERVICES, or (ii) the SUBSCRIBER withdraws from the CONTRACT pursuant to clause 5.1 or (iii) cancels or terminates the Services prior to the end of the TRIAL PERIOD or each SERVICE PERIOD, or (iv) automatic termination or expiry of the SERVICES has occurred, 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 relevant 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.

In any case, the SUPPLIER is not required to offer a renewal of the SERVICES after a SERVICE PERIOD.

### 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 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 SERVICE PERIOD, you can use the SERVICES until the end of the TRIAL PERIOD or SERVICE PERIOD. Starting from 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 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 and prices 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, 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 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 may be further limitations to the SUPPLIER's liability as may be detailed in Appendix I 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 further 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. by the laws of [to be indicated by the local market lawyer]. 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.

### 13.8 Online Dispute Resolution (ODR) and Alternative Dispute Resolution (ADR)

In accordance with Regulation (EU) No. 524/2013, CONSUMER is informed that the European Online Dispute Resolution (ODR) platform is available at the following link: <https://ec.europa.eu/consumers/odr>.

SUPPLIER is neither obliged nor committed to participate in alternative dispute resolution (ADR) procedures before consumer ADR entities, pursuant to Directive 2013/11/EU.

### 14. Additional Information on Data Generated by the VEHICLE pursuant to Regulation (EU) 2023/2854 ("Data Act")

In compliance with Article 3 of the Data Act, the PROVIDER provides the CUSTOMER with the following information regarding the data generated by the VEHICLE through the DEVICE:

#### 14.1 Types, volume and format of data generated

During the use of the VEHICLE, the DEVICE may continuously and in real time collect and transmit data generated by the VEHICLE, including: diagnostic data (e.g., engine temperature, oil level, error codes); usage data (e.g., mileage, speed, usage time, use of ADAS systems); location data (where the GPS function is enabled); data relating to interactions with the SERVICES (e.g., voice requests, navigation); data relating to specific events (e.g., detected collisions or malfunctions).

The volume of data generated may vary depending on the use of the VEHICLE. Data generated by the VEHICLE are provided in JSON format or other compatible formats.

#### 14.2 Purposes of data processing by the PROVIDER

Data are processed exclusively for the following purposes: to provide and manage the SERVICES activated by the CUSTOMER; to ensure regulatory compliance; to improve the quality and performance of vehicles and SERVICES; to analyse aggregated and anonymised data for statistical purposes or for the development of new products/services. For these purposes, the PROVIDER may share the data with third parties.

#### 14.3 Direct accessibility by the CUSTOMER

The CUSTOMER may access the data generated by the VEHICLE as follows:

- **For consumers (B2C):** data access requests are managed through the Stellantis Privacy Portal. Consumers can access the "Right of Access" section and follow the instructions provided by the external support team.
- **For business customers (B2B):** requests are handled through the dedicated channel provided by Mobilisight. B2B customers must submit their request via the following link: <https://www.mobilisights.com/en/contact-us.html>

#### 14.4 Access to data by third parties upon CUSTOMER'S request

The CUSTOMER has the right to request that the data generated by the VEHICLE be made available for access by a third party designated by the CUSTOMER (such as, for example, a workshop, an insurance company or a digital service provider), within the limits and under the conditions set out by the Data Act.

#### 14.5 Identity and contact details of the data controller

The data controller and related information are provided in Annexes Ia and Ib.

#### 14.6 Duration of access to data

The CUSTOMER has the right to access the data generated by the VEHICLE, stored on a remote server, in accordance with the data retention policies applied by the Stellantis Group.

#### 14.7 Complaint

The CUSTOMER has the right to file a complaint pursuant to, and in accordance with, Article 37 of the Data Act, in the event of a breach of the Data Act.

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## Appendix Ia - SERVICES for Fiat, Fiat Professional, Alfa Romeo, Lancia, Jeep and Abarth

SUPPLIER of the SERVICES is PSA Automobiles SA a 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 (hereinafter, also, "PSA").

For the purposes of this document, the following car models are considered "Smartcars": FIAT Grande Panda (model year 2025).

### 1. SOS Call – Recontacts on the Emergency Number

This SERVICE, where available, is provided by a SERVICE PROVIDER on instruction from STELLANTIS EUROPE and constitutes an additional function of the SOS Call Service which is part of the Basic Services.

It allows the OPERATING CENTRE, following an SOS Call for which it was not possible to establish contact with the occupant in the VEHICLE, to make an additional attempt to call the emergency number provided by the SUBSCRIBER.

The SUBSCRIBER acknowledges that this function is available only if an emergency telephone contact number has been correctly registered during the SERVICES activation procedure and/or when amending the data in the personal profile on the WEBSITE.

Territorial Coverage: details of the Territorial coverage of this SERVICE are available in the Connectivity Section of the STELLANTIS EUROPE Brand WEBSITE of the VEHICLE.

### 2. Vehicle Health Report (VHR)

The SUBSCRIBER, having completed the activation of the Standard Services, may view and configure the above report also in the MOBILE APPLICATION and/or on the WEBSITE.

This SERVICE, where available, provides information on the status and condition of the VEHICLE and communicates the potential maintenance needs through periodic e-mails to the customer, based on the data collected and reported through the on-board instrumentation of the VEHICLE.

Territorial Coverage: details of the Territorial coverage of this SERVICE are available in the Connectivity Section of the STELLANTIS EUROPE Brand WEBSITE of the VEHICLE.

### 3. VEHICLE remote control SERVICES

#### 3.1. Remote Operations

Remote Operations are a set of functions which allow the user to interact remotely with his/her vehicle.

Using this function, the user can:

- lock and/or release the doors;
- make the lights flash.

The Remote Operations Services are used under the full and exclusive responsibility of the SUBSCRIBER, who shall assess and shall be solely responsible for assessing the conditions and circumstances before operating the Remote Operations function.

The SUBSCRIBER expressly holds STELLANTIS EUROPE harmless of all responsibility in relation to the use of the Remote Operations. The use of the Remote Operations is recommended only under the direct visual control of the SUBSCRIBER.

The Remote Operations are available to the SUBSCRIBER via the MOBILE APPLICATION and the WEBSITE.

The SERVICES are activated via the entry of a security PIN number which shall be set by the SUBSCRIBER in his/her own personal account on the MOBILE APPLICATION and the WEBSITE.

#### 3.2. Drive alerts

These SERVICES, where available, offer the SUBSCRIBER the possibility to receive notifications whenever the VEHICLE performs an action that breaches one of the rules set by the SUBSCRIBER him/herself, via the MOBILE APPLICATION or the WEBSITE.

The following rules can be set:

- definition of a geographical area the SUBSCRIBER does not wish the VEHICLE to leave. As soon as the VEHICLE crosses the set geographical boundary, the SUBSCRIBER will receive a notification (Area Notice).
- Maximum speed. As soon as the VEHICLE exceeds the speed threshold set by the SUBSCRIBER, the SUBSCRIBER will receive a notification (Speed Notice).
- Use outside the time band. If the VEHICLE is used outside the set time band, the SUBSCRIBER will receive a notification (Curfew Notice).
- Drive Style History. This gives a series of information concerning driving styles (including but not limited to acceleration and braking).
- Trip History. This gives information concerning the trips made. The SUBSCRIBER may independently disable this function via the MOBILE APPLICATION or the WEBSITE.

The notifications concerning the above-described SERVICES will be shown in the MOBILE APPLICATION and/or on the WEBSITE depending on the settings implemented by the SUBSCRIBER.

The SUBSCRIBER acknowledges and expressly accepts that the above-mentioned Drive Alerts may be disabled for reasons of safety in the event of the THEFT of the VEHICLE which is reported to the competent authorities and on instruction of these competent authorities.

For reasons of privacy the VEHICLE occupant, where he so requires, may disable the VEHICLE LOCATION function ("GEOLOCATION Mode OFF") as specified in condition 10 of these GENERAL TERMS AND CONDITIONS.

#### 3.3. Vehicle Finder

This SERVICE, where available, offers the SUBSCRIBER the possibility to remotely see the last position of the VEHICLE, via the MOBILE APPLICATION or the WEBSITE.

This SERVICE can only be used having entered the security PIN number, set by the SUBSCRIBER in his/her personal profile when activating the Services

The SUBSCRIBER acknowledges and expressly accepts that viewing the position of the VEHICLE may be disabled for reasons of safety in the event of the THEFT of the VEHICLE which is reported to the competent authorities and on instruction of these competent authorities.

For reasons of privacy the VEHICLE occupant, where he so requires, may disable the VEHICLE LOCATION function ("GEOLOCATION OFF") as specified in condition 10 of these GENERAL TERMS AND CONDITIONS.

#### 3.4. Jeep Off-road pages

This SERVICE is available only for Jeep vehicles.

Jeep off-Road Pages is a SERVICE (where available) which allows the user to obtain useful information for driving in Off-Road conditions, including but not limited to oil temperature, the altitude of the VEHICLE, differential lock, gradient, and managing

the Select-Terrain drive system, in order to allow the driver of the VEHICLE to select the most suitable mode for the type of route. The VEHICLE may only be used in Off-Road mode in the places and modes in accordance with applicable law; the SUBSCRIBER is solely and fully responsible for checking their legal obligations.

For reasons of privacy, the VEHICLE occupant, where he so requires, may disable the VEHICLE LOCATION function (Mode "Geolocation OFF") as specified in condition 10 of these GENERAL TERMS AND CONDITIONS.

#### 3.5.

#### 3.6. QuickShare

This SERVICE, where available, offers the SUBSCRIBER the possibility to remotely enable a third party selected by the SUBSCRIBER to:

- see the last position of the VEHICLE;
- release and/or lock the doors;
- release and/or lock the trunk;
- release and/or lock the liftgate;
- make the lights flash;

for a period of time of 2 hours.

The QuickShare Services are used under the full and exclusive responsibility of the SUBSCRIBER, who shall assess and shall be solely responsible for assessing the conditions and circumstances before operating the QuickShare function.

The SUBSCRIBER expressly holds STELLANTIS EUROPE harmless of all responsibility in relation to the use of the QuickShare Services. The use of the QuickShare Services is recommended only under the direct visual control of the SUBSCRIBER.

The SUBSCRIBER cannot choose which Remote Operation to share with the third party selected by the SUBSCRIBER, as the above list is fixed. In any case, only the Remote Operations supported by the VEHICLE will be enabled. The SUBSCRIBER has the possibility to revoke the QuickShare authorization to the third party anytime.

The QuickShare Services are available to the SUBSCRIBER via the MOBILE APPLICATION.

The QuickShare Services are activated via the entry of a security PIN number which shall be set by the SUBSCRIBER in his/her own personal account on the MOBILE APPLICATION.

#### 3.7. On-Demand Services ("ODS")

This SERVICE, where available, offers the SUBSCRIBER the possibility to benefit from services provided by third parties (such as Mail Delivery, Carwash, etc).

Via ODS the SUBSCRIBER will be asked, in the Mobile APP, to authorize the selected third party service provider to:

- see the last position of the VEHICLE;
- release and/or lock the doors;
- release and/or lock the trunk;
- release and/or lock the liftgate;
- make the lights flash;
- see the vehicle info needed to provide the services.

for a period of time of 2 hours

Whenever the SUBSCRIBER wants to wash the car and/or get the mail delivered in the car he/she starts the process of authorization in the relevant third party service provider environment (either website or app). Subsequently the SUBSCRIBER gets redirected into the APP to provide STELLANTIS EUROPE with the relevant authorization to the related selected third party service provider.

ODS Services are used under the full and exclusive responsibility of the SUBSCRIBER, who shall assess and shall be solely responsible for assessing the conditions and circumstances before operating the ODS function.

The SUBSCRIBER expressly holds STELLANTIS EUROPE harmless of all responsibility in relation to the use of the ODS Services. The use of the ODS Services is recommended only under the direct visual control of the SUBSCRIBER.

The SUBSCRIBER cannot choose which Remote Operation to share with the third party selected by the SUBSCRIBER, as the above list is fixed. In any case, only the Remote Operations supported by the VEHICLE will be enabled. The SUBSCRIBER has the possibility to revoke the ODS authorization to the third party service provider anytime. The ODS Services are available to the SUBSCRIBER via the MOBILE APPLICATION.

The ODS Services are activated by clicking into a dedicated notification sent to the SUBSCRIBER when the third party service provider is about to deliver its services and consequently to access to the VEHICLE.

#### 4. **My Navigation**

Details concerning the availability according to the VEHICLE model and the Territorial coverage of the above-described My Navigation SERVICES can be found on the WEBSITE.

My Navigation is a set of functions, where available, which allows the user to use other functions, described below:

- 4.1. **Send&Go:** search for the required destination on the MOBILE APPLICATION and send it directly to the on-board navigator on the VEHICLE;
- 4.2. **POI search:** search for a required point of interest on the MOBILE APPLICATION or directly on the on-board navigator on the VEHICLE;
- 4.3. **Last Mile Navigation\*:** used to send information on the last destination selected by the VEHICLE on the MOBILE APPLICATION;
- 4.4. **Parking Finder, Fuel finder, Charging Station Finder:** used to locate the nearest parking and refuelling areas (also for electric or PLUG-IN Hybrid VEHICLES) to suit the user's needs;
- 4.5. **Live Weather, Live Traffic and Speedcams:** used to receive real time information on the trip (weather, traffic or speed control cameras) directly on the VEHICLE.

#### \* Where compatible with the radio appliance

The My Navigation SERVICES are provided by a third-party service PROVIDER.

By using them you agree to make use of them in accordance with the provisions of the End User Licence Agreement, which is available here: [https://www.tomtom.com/en\\_gb/legal/eula-automotive/](https://www.tomtom.com/en_gb/legal/eula-automotive/)

#### 4.6. **The following functions are only available for electric or PLUG-IN Hybrid vehicles (EV/PHEV).**

- 4.6.1. **Charging Station Finder:** Information for the charging station Point of Interest (POI) is displayed. Service will be available on mobile app and radio.

In addition, as other destination, the preferred POI can be sent directly to the radio in order to find the travel objective in the car.

#### 4.6.2. **Dynamic Range Mapping**

Dynamic range mapping (DRM) is a feature that graphically displays on the navigation section the range availability around the vehicle location.

#### 4.6.3. **Booking & Payments (App2App)**

Booking & Payment service (where available) allow reserving a charging, paying for a recharge, checking transactions history.

The energy provider will be responsible directly for the recharge booking, payment for recharge and transaction history.

Additional Services could be performed by an external provider.

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

The data accessible via the Services is collected by the 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.).

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.

Depending on Vehicle or Subscriber eligibility, My Navigation may provide (1) location points with third party branding ("Branded Pins") (2) location results which are sponsored by a third party which therefore rank at the top of the search ("Sponsored Searches") and (3) third party advertisements (promotions, special offers etc) in search results ("In-car advertising").

The Supplier is not responsible for those third parties nor for the content of their advertising, nor for the content of any linked websites.

Subscriber/User may switch off the Branded Pins feature by accessing the options panel on My Navigation.

The Sponsored Searches may not be deactivated separately. The Subscriber/User may only stop this feature by cancelling or terminating its subscription for the Connect Plus pack in accordance with these General Terms and Conditions.

It is not possible to deactivate In-car advertising which may appear if Subscriber/User clicks on a particular search result.

If the Subscriber/User does not wish to have Sponsored Searches or In-car advertising, it should not use these features (for example it should not click on a particular search result, to avoid receiving In-car advertising)

#### 5. **My Dealer**

My Dealer service allows you to search on the Mobile APP for STELLANTIS EUROPE authorized workshops and/or authorized STELLANTIS EUROPE dealers and to select and record in the Mobile APP your identified STELLANTIS EUROPE workshop or STELLANTIS EUROPE dealer.

By selecting the identified STELLANTIS EUROPE workshop or STELLANTIS EUROPE dealer, you authorize it to access Vehicle Health Report data and related data, so that the selected STELLANTIS EUROPE workshop or STELLANTIS EUROPE dealer has access to such data in case of need.

#### 6. **My Alert Lite**

This SERVICE, where available, allows the user to receive an alert notifying the potential THEFT of the VEHICLE signalled by the MOBILE APPLICATION and, if the user is logged onto the personal area when the alert is received on the WEBSITE according to the detection of the particular conditions of the VEHICLE, such as, by way of non-

exhaustive example, unauthorised towing of the VEHICLE and/or activation of the theft alarm.

Territorial coverage: the details on the territorial coverage of the concerned SERVICE are available in the Connectivity Section of the WEB site.

#### 7. **Alfa Romeo NFT**

This SERVICE is available only for Alfa Romeo vehicles which are equipped with the DEVICE.

This SERVICE (where available) allows the SUBSCRIBER to activate the creation (or "minting") of a Non-Fungible Token ("NFT") - digital token stored in a distributed ledger technology public platform called a blockchain - by accessing a third-party web application ("WEBAPP") operated by a SERVICE PROVIDER. The NFT contains certain information about the VEHICLE on the date of the NFT's creation where the SERVICE allows for it as described in the MOBILE APPLICATION from time to time (eg vehicle model, Vehicle Identification Number, mileage) ("NFT DATA"). Please note in particular the following explanation and limitations for the following data (if provided as part of the NFT SERVICE):

**Mileage :** The data about mileage is measured and recorded by the DEVICE based on an algorithm which aggregates mileage driven each time the VEHICLE engine is started and then when it is switched off. The SERVICE provides the SUBSCRIBER with a report of the NFT DATA collected by the DEVICE using this algorithm and is therefore an estimate and indicative only.

The NFT cannot be altered once it is stored in the blockchain. Following the authorisation of the SUBSCRIBER through the MOBILE APPLICATION the NFT Data and certain of the SUBSCRIBER's personal data (as set out in the privacy consent in the MOBILE APPLICATION) will be transferred to the SERVICE PROVIDER for the NFT creation and storage on the blockchain. Storage on the blockchain will be for an indefinite period, although as STELLANTIS EUROPE has no control of the data once stored in the blockchain, STELLANTIS EUROPE cannot guarantee access to the NFT in the future.

The NFT DATA is comprised of data stored in STELLANTIS EUROPE's servers and will be recorded as at the date of creation of the NFT only. The SUBSCRIBER may update the NFT a number of times in accordance with the information on the MOBILE APPLICATION. Each update results in a new NFT creation otherwise called blockchain validation.

As part of the creation of the NFT, the SUBSCRIBER will be assigned a private key and public key which will allow the SUBSCRIBER to access the digital wallet in which the NFT is stored ("NFT WALLET") The private key is designed to permit access only to the NFT owner and accordingly the SUBSCRIBER should not share it with anyone. The SUBSCRIBER shall be solely responsible and expressly holds STELLANTIS EUROPE harmless of all responsibility in relation to any sharing of such information by the SUBSCRIBER.

For the avoidance of doubt, nothing in these GENERAL TERMS AND CONDITION or in the nature of the NFT is or is intended to be a security and no security has been issued of will be issued in relation to the NFT. Stellantis makes no offer or solicitation of transactions in the NFT and not license, consent or authorisation is being or will be sought by Stellantis in relation to the NFT.

The Alfa Romeo NFT SERVICE is provided by a third-party SERVICE PROVIDER.

On being directed to the WEBAPP, you will be asked to accept, and to make use of the said SERVICE in accordance with, the provisions of the End User Licence Agreement, which is available here for information:

- KNOBS Terms & Conditions : [https://firebasestorage.googleapis.com/v0/b/tonale-wallet-dev.appspot.com/o/public%2FKNOBS\\_Terms%20%26%20Conditions.docx.pdf?alt=media&token=a96d4015-8d80-47fb-a592-d09cef9d1f81](https://firebasestorage.googleapis.com/v0/b/tonale-wallet-dev.appspot.com/o/public%2FKNOBS_Terms%20%26%20Conditions.docx.pdf?alt=media&token=a96d4015-8d80-47fb-a592-d09cef9d1f81)
- Knobs privacy Policy : [https://firebasestorage.googleapis.com/v0/b/tonale-wallet-dev.appspot.com/o/public%2FKNOBS\\_%20Privacy%20Policy.docx.pdf?alt=media&token=d59f7887-8906-4edd-be00-16e07f5fb387](https://firebasestorage.googleapis.com/v0/b/tonale-wallet-dev.appspot.com/o/public%2FKNOBS_%20Privacy%20Policy.docx.pdf?alt=media&token=d59f7887-8906-4edd-be00-16e07f5fb387)

It should be noted that as the NFT and blockchain technology are new and emerging technologies it is not possible to provide guarantees of the evidentiary value or validity of the date and stamping of the NFT in the blockchain and that it is not a notarisation service of information presented, ownership or otherwise. The SUBSCRIBER is advised to print the downloadable copy of the NFT where this functionality is available however this is for personal use of the SUBSCRIBER and may not be shared with a third party. STELLANTIS EUROPE shall not be responsible for unauthorised use or reliance on such data by a third party.

There may also be circumstances (for example obsolescence of technology) where STELLANTIS EUROPE may no longer be able to provide the SERVICE. Therefore, STELLANTIS EUROPE may withdraw or discontinue the SERVICE. This may occur as a result of STELLANTIS EUROPE's efforts to refine the SERVICE to address performance degradation, or to address changes in technology, customer interests, regulatory requirements, or business needs. The SUBSCRIBER will be given notice of any such step and any unused, pre-paid sums will be refunded to SUBSCRIBER (where any such pre-payment has been made by SUBSCRIBER). In addition, the SERVICE PROVIDER may be required to adjust technical features and services as set out in its End User Licence Agreement.

Subject to the above the SERVICE shall be available to the SUBSCRIBER for the duration set out for My Car SERVICES, except as otherwise set out in these General Terms and Conditions and in the End User Licence Agreement.

## 9 Generative AI Connected Voice Command description

Availability depending on the vehicle and brand models and countries. See on WEBSITE for more details. This feature requires Connected Navigation and its Connected Voice Command referred to in paragraph 2.1.3 to be active. The SERVICE may be enabled on the VEHICLE "over the air"

**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.**

Any User must be of the minimum age required to consent to use the Service.

### 9.1. Functional description

Connected Voice Command includes the following features, provided that this information is collected by the Voice Command Publisher referred to in paragraph 2.1.3 above 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 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 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 to 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 AI Connected Voice Command services.

- The "wake up word" may be deactivated by the user depending on the Vehicle model, type, country and whether the Customer has accepted the relevant software update to enable this. Otherwise it cannot be deactivated. Please check the WEBSITE or with Customer Care for more information. In any event, 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. Please refer to the Website.
- 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.

### 9.2. 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 CUSTOMER undertakes not to use the Service for professional purposes and undertakes to ensure that USER'S comply with the obligations set out in these General Conditions of Use and Sale.**

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 incorrect, 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.

Any references to third party products or services does not mean they are endorsed by the SUPPLIER or SERVICE PROVIDER.

Users must not use the SERVICE contrary to applicable laws, (eg privacy of others), or to harm themselves or others.

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.

### 9.3. 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.

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

## 10. e-ROUTES

e-ROUTES is a Smartphone Application which enables owners of eligible electric vehicles to optimize their trips and navigate to their destinations by delivering an advanced planning and routing experience. Proposed e-ROUTES is available for both Apple OS and Android OS (Operating System) devices, and it can be downloaded on respective Apple Store and Google PlayStore within the available territory coverage. e-ROUTES also leverages CarPlay®, Android Auto™ replication technologies.

### 10.1. Vehicle Eligibility

Fully electric vehicles are eligible for the Service. The vehicles' eligibility to the Service may be limited to specific models and can evolve in time. It is specified that any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest updates, which are available on the WEBSITE of the brand, in the connectivity section, and in Apple App Store and Google Play Store, where e-ROUTES is published. Eventually, the technical eligibility is automatically checked on Brand WEBSITE if e-ROUTES is displayed as available service. Additionally, the Vehicles' eligibility for the Service may vary from country to country as a result of progressive rollout schedule and the date of the Customer's request.

Information on the Vehicle's eligibility is available online via the WEBSITE of the brand, in the connectivity section.

### 10.2. Territory

The Service may be subscribed to in the following countries: Austria, Belgium, France, Germany, Italy, Luxembourg, Netherlands, Poland, Portugal, Spain, United Kingdom.

The Customer must subscribe to the Service in his /her country of residence. In breach of this requirement, the CUSTOMER would not be eligible for assistance from the BRAND Customer Care and could bear all reasonably foreseeable costs for such a breach.

This list of countries is updated regularly as the Service is rolled out gradually. It is specified that any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest updates, which are available on the brand websites or upon request to the Customer Contact Center.

### 10.3. Description of the service

Once the Customer has logged into e-ROUTES, the Customer may use the Service for:

**"Planning"**: At any time at home, on the street, in the vehicle, the Customer can plan a short or long journey by using the Smartphone App display or replicated via Apple CarPlay® and Android Auto™ projection technologies. At glance, the Customer will see – not limited to - the total trip duration, trip distance, total charge duration, estimated total charging cost. The Customer will also see all optimized required charging stops along the road up-to its destination. Each charging stop display includes: charging stop duration, estimated cost, predicted battery level while arriving at the stop and desired one after charging session, current and predicted charging stop availability and surrounding amenities. While planning a new trip, the Customer can configure different parameters such as wished battery level at destination, preferred network, subscribed charging cards, avoidances on the road, adding waypoints, time to be spent at a specific charger.

**"Routing"**: After Planning a route or retrieving saved plans, the Customer will be guided to its final destination including guidance via the optimized intermediate charging stops. The routing delivers a state-of-art navigation experience tailored made for the vehicle including traffic information, satellite view, real-time vehicle battery level information, upcoming charging spot availability information continuously updated, recommended speed-limit while driving the vehicle. The computed estimated-time-of arrival takes into account real-time weather information, topography, charging behaviour.

**"Charging"**: While approaching a charging station, Customer is informed about the ideal charging session duration and ideal battery level to be reached to continue the journey in an optimum way. While charging, the Customer will be notified at the time the vehicle is ready to go to continue the journey up-to the next step or final destination.

**"Free-driving"**: While driving without any destination set, the Customer can look at nearest charging spots surrounding the area and is also informed if the battery level is too low with suggested charging locations.

All mentioned features are part of continuous deliveries and improvements result of a progressive rollout schedule and are made available to the Customer through to e-ROUTES updates in the Apple App Store and Google Play Store.

### 10.4. Technical requirements

The Service will only be provided if the CUSTOMER ensures the following conditions are met:

its mobile connection;  
the VEHICLE privacy mode is disabled  
the VEHICLE is located in one of the countries referred in paragraph "Territory" where it can be subscribed to and activated;  
the VEHICLE is located in an area with mobile network coverage.  
it holds an active subscription to the Service

To benefit from the Service the Customer must also:

download e-ROUTES from the respective Apple App Store or Google Play Store, depending on their smartphone device  
log-in into e-ROUTES with their Brand app account, ensuring that above requirements have been respected

For more information on the features included in e-ROUTES on to get instructions on how to use them, the Customer may also contact the Brand Customer Contact Centre.

### 10.5. Use of the Application

e-ROUTES is made available to the User for personal use as a consumer only, so it may not be used for business purposes. 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 we do not provide any assurance that any data which you record e-ROUTES will be available at all times.

The functionalities provided by the e-ROUTES are for general guidance and information only, as the information will seek to provide an estimated rather than accurate representation. We are therefore, not making available e-ROUTES for you to use as the sole basis for making any decisions, nor are we making it available for you to use to decide whether to perform any particular actions or not. The User must clearly use their own judgement and discretion in interpreting any results from e-ROUTES in view of these constraints.

In case of mismatch between the information supplied by e-ROUTES 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.). 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 e-ROUTES. In all eventualities, it falls to users to abide by the Highway Code and road safety rules.

### 10.6. Smartphone device

Below points must be intended by the User as general recommendation to guarantee a smooth usage of e-ROUTES.

Follow recommendations provided by Smartphone and Operating System Manufacturers regarding latest Software

versions to be installed on User Smartphone. Install the latest Software version of e-ROUTES available on Apple Store and Google PlayStore the number of applications "activated/running in the background" on its Smartphone to ensure optimum conditions while using e-ROUTES. Follow Apple and Google technical prerequisites while using Apple CarPlay® and Android Auto™ replication technologies. Allow e-ROUTES to get access to Smartphone location and Smartphone notifications to benefit from the complete service.

#### 10.7. Replication technologies

Only use e-ROUTES, Apple CarPlay® and Android Auto™ replication technologies when conditions allow you to use it safely. Use of e-ROUTES, Apple CarPlay® and Android Auto™ at User's own risk. Additionally, use of Apple CarPlay and Android Auto is subject solely to an agreement and/ or any terms of use established between Apple or Google and the User. Anything regarding Apple CarPlay® and Android Auto™ replication technology shall be among Apple's or Google's sole responsibility and any dispute shall be solved among Apple Inc. or Google Inc. and the end-customer.

#### 11 My Alert Lite (Theft Alarm Notifications)

This SERVICE, where available, allows the user to receive an alert notifying the potential THEFT of the VEHICLE signaled by the MOBILE APPLICATION and, if the user is logged onto the personal area when the alert is received on the WEBSITE according to the detection of the particular conditions of the VEHICLE, such as, by way of non-exhaustive example, unauthorised towing of the VEHICLE and/or activation of the theft alarm.

Territorial coverage: the details on the territorial coverage of the concerned SERVICE are available in the Connectivity Section of the WEB site.

#### 12 My Alert (Stolen Vehicle Assistance)

This SERVICE, where available, is provided through the OPERATING CENTRE, authorised to recover VEHICLES in the event of THEFT.

The OPERATING CENTRE intervenes when the SUBSCRIBER calls the OPERATING CENTRE following notification of the potential THEFT of the VEHICLE reported on the MOBILE APPLICATION and, if the user is connected to the personal area at the time of receiving the notification, on the WEBSITE, based on the detection of particular VEHICLE conditions, such as, but not limited to, its unauthorised towing and/or activation of the anti-theft system.

In the event that the SUBSCRIBER, under his or her own responsibility, effectively confirms that the VEHICLE has been stolen, the SUBSCRIBER must promptly report the theft of the VEHICLE to the competent local Police Force, authenticate himself/herself at the OPERATING CENTRE by providing his/her personal details and contact information, and notify the Call Centre of the protocol number of the VEHICLE theft report in order to activate the VEHICLE tracking procedure.

The OPERATING CENTRE, following successful authentication, will proceed to locate the VEHICLE, communicate its position data to the Police and - at the request of the latter - immobilise the VEHICLE. The VEHICLE crank inhibit (immobiliser) function is not available on all models; please check on the WEBSITE the availability of this feature on the model of interest.

For safety reasons, the VEHICLE will only be immobilised when the VEHICLE is not in motion.

Following the filing of the report of THEFT with the Police as a precautionary measure, all remote commands (by way of example but not limited to: Drive Alerts, Remote Operations, Car Finder if subscribed to) will be inhibited on the mobile app and web portal.

The OPERATING CENTRE shall contact the Police and coordinate the VEHICLE recovery process if required.

When the VEHICLE is located, the Police shall inform the SUBSCRIBER thereof.

Upon the SUBSCRIBER's request and after confirmation by the Police, the OPERATING CENTRE will deactivate the VEHICLE immobiliser (if previously immobilised) and the functions on the MOBILE APPLICATION/WEBSITE.

Territorial coverage: the Territorial coverage of the SERVICE is detailed in the Connectivity Section of the Website.

#### 13 My Entertainment

My Entertainment (hereinafter "The Service"), where available, provides a data connection for on-board Alexa.

Alexa Voice Service allows the Subscriber, from his/her vehicle, to: listen to streamed music and audio books, search for Points of Interest to send to the car's navigation system, save and consult events in his/her personal calendar, search online, dialogue with compatible home automation devices, make a shopping list and more. Using their personal account, the subscriber can also control their devices at home, for more information please see the description of Alexa at: <https://www.amazon.it/gp/help/customer/display.html/?nodeId=G201809740&pop-up=1>

The on-board Alexa assistant requires the Subscriber to create a personal account on Amazon, the subscription is subject to additional terms and requirements between the Subscriber and Amazon. The Service requires the vehicle to have access to a mobile phone network and the Subscriber to enable the "Wi-fi Network" in the "notifications" or via the "applications" menu in the vehicle's Head Unit.

The Service does not provide the use of a wi-fi hotspot.

The service is provided by Stellantis and is based on access to the mobile telephone network. The service currently uses 2G and/or 3G and/or 4G technology provided by the mobile telephone network and other local mobile networks resulting from the current roaming agreements. Therefore, the quality of service may be affected by the coverage, performance, and technology used by these local mobile networks, which may depend on the location of the vehicle.

#### CHANGE OF OWNER

The CUSTOMER can use the Change of Owner function to disconnect the vehicle from their User Garage and set it to a status suitable for sale or transfer to another party (private individual, dealer or supplier).

The CUSTOMER may start the Change of Owner procedure at any time.

To start the Change of Owner process, the CUSTOMER opens the connected services website and goes to "MY GARAGE" section, selects "Remove Vehicle", then follows the guided steps and completes the required verifications.

This procedure is strongly recommended before selling or transferring the vehicle, because if the CUSTOMER sells or transfers the vehicle without completing it, any active subscriptions linked to the CUSTOMER account (including those with automatic renewal) may continue to apply and be charged to the CUSTOMER.

Once the procedure and the required verifications have been completed: the SERVICES are stopped; the vehicle is disassociated from the CUSTOMER account; the vehicle is removed from the User Garage; any additional vehicle-related communications are halted.

After the disconnection, a new owner may enroll in the SERVICES, or the CUSTOMER may enroll again if needed, and use any remaining trial period, if available.

No compensation or prorated reimbursement is due from the SUPPLIER to the CUSTOMER for SERVICES or contracts terminated early as a result of the Change of Owner process.

## Appendix Ib - SERVICES for Peugeot, Citroën, DS, Opel and Vauxhall

SUPPLIER of the SERVICES is PSA Automobiles SA a 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 (hereinafter, also, "PSA").

For the purposes of this document, the following car models are considered "Smartcars": CITROËN C3 (model year 2025); CITROËN C3 Aircross (model year 2025); OPEL Frontera (model year 2025).

### 1 PAIRING PROCESS

Pairing process may be required to activate some services, such as Remote Control or Connected Alarm (non limitative list). As well as the steps below the CUSTOMER should check the eligibility of the VEHICLE for the Service and that his Smartdevice is compatible with the VEHICLE by checking on the connectivity section of the Brand WEBSITE.

In order to activate a Service in his/her Vehicle, it is essential that the Customer successfully complete all the Pairing Process steps, as described hereafter. Failure to complete successfully all the required steps of the Pairing Process mentioned above will prevent the Customer from activating or using the Services in his/her Vehicle.

Fully completing the Pairing Process shall be understood as the Customer's acknowledgement and agreement to participate and benefit from the Pairing, which necessarily requires the use and processing of personal data, as described in the Privacy Statement and the deactivation of the "Privacy mode", as the Service cannot be provided otherwise.

The SUPPLIER shall not be liable where the Pairing Process is not completed properly.

Pairing is necessary for Services that require the identification of the Customer as the Vehicle's user since Services are reserved and only provided to the Customer.

Only one CUSTOMER at a time can pair and use the Service concerned

#### 1.1 Definitions

«Pairing» and/or «Pairing Process»: the connection of the Vehicle with the Customer's MyBrand Account (being the account on the relevant Mobile Application) resulting from the Pairing Process, described in these T&Cs, successfully completed by the Customer. The Customer may only have one MyBrand Account paired to the same Vehicle.

«Trusted phone number»: phone number provided by the Customer in his/her MyBrand Account, which shall be used to receive all necessary security codes required for any activation and/or Pairing.

«Trusted SmartDevice»: SmartDevice (Smartphone, Smartwatch etc) registered by the Customer in his/her MyBrand Account, by using his/her Trusted phone number.

#### 1.2 Process

##### 1.2.1 Prerequisites

It is specified that the Pairing Process may only be started once the Customer has:

- downloaded the Mobile Application on his SmartDevice;
- created a MyBrand Account.

##### 1.2.2 Three steps Pairing process

Once the Customer has ensured that he/she completed all of the prerequisites mentioned in Article 1.2.1 above, the Customer may sign in to his/her MyBrand Account via the Mobile Application.

The Customer's SmartDevice must be connected to the internet and the Customer's MyBrand Account must be opened throughout the Pairing Process, including during the preliminary stages described hereafter, which consist of the Customer registering his/her Trusted phone number and Trusted SmartDevice in his/her MyBrand Account.

In case of a disconnection of the Mobile Application and/or MyBrand Account and/or shutdown of the Pairing Process by the Customer during its execution, it is recommended that the Customer stops at the last successfully completed step, as:

- Only successfully completed steps are recorded;
- the Pairing Process restarts again at the last successfully completed step, when the Customer resigns in his/her MyBrand Account to finish his/her Pairing Process.

##### Step 1: Trusted phone number certification

The Mobile Application prompts the Customer to enter, in his/her MyBrand Account, the mobile phone number on which Customer shall receive, by SMS, a verification code. The Customer must enter the full verification code in his/her MyBrand Account in order to certify the mobile phone number registered in his/her MyBrand Account, so that it becomes his/her Trusted phone number.

##### Step 2: Trusted SmartDevice registration.

The Customer receives on his/her Trusted phone number a SMS with an activation code. The Customer must enter the full activation code in his/her MyBrand Account on the SmartDevice that he wants to register as his/her Trusted SmartDevice. He must at the same time choose and enter a PIN code to validate the registration of the Trusted SmartDevice in his/her MyBrand Account.

##### Step 3a (Applies to all vehicles except Peugeot Boxer, Citroën Jumper and Opel Movano) : Pairing via the Vehicle's key

Prior to completing this step of the Pairing Process the Customer must ensure that:

- the Trusted SmartDevice is connected either via a mobile internet connection (minimum 3 G) or Wi-Fi;
- the Bluetooth is activated on the Trusted SmartDevice to pair it with the Vehicle via the touch screen by referring, if necessary, to the owners' manual, available online on the Brand WEBSITE;
- the "Privacy" mode is disabled from the Vehicle touch screen by referring, if necessary, to the owners' manual, available online on the Brand WEBSITE;
- He is in possession of a Vehicle key

This step allows the Customer to prove that he/she is the user of the Vehicle, by showing that he/she possesses the Vehicle and at least one of the physical Vehicle keys.

To complete this step successfully, the Customer must:

- Access to the Vehicle and pair the Trusted SmartDevice to the Vehicle via Bluetooth
- Turn on the Vehicle ignition (instrument panel switched on) or start the engine
- Pair the Vehicle with the Customer's MyBrand Account by pressing the button "LOG IN" displayed on the screen of his/her Trusted SmartDevice.

##### Step 3b (Applies only to Peugeot Boxer, Citroën Jumper, Opel Movano) : Pairing using the Vehicle total mileage

Prior to completing this step of the Pairing Process, the Customer must ensure that:

- the Trusted SmartDevice is connected either via a mobile internet connection (minimum 3 G) or Wi-Fi;
- the "Privacy" mode is disabled from the Vehicle touch screen by referring, if necessary, to the owners' manual, available online on the Brand WEBSITE;
- he/she is in possession of a Vehicle key

This step allows the Customer to prove that he/she is the user of the Vehicle, by showing that he/she possesses the Vehicle and at least one of the physical Vehicle keys.

The Customer is aware that this process relies on data sent by the Vehicle to Stellantis cloud. Such data include (and are not limited to):

- The timestamps of "vehicle start" and "vehicle stop" events
- The total mileage of the vehicle

To complete this step successfully, the Customer must:

- Access to the Vehicle
- Start the engine when prompted by the Mobile Application to do so
- Enter in the Mobile Application the Vehicle total mileage as displayed on the dashboard
- Stop the engine when prompted by the Mobile Application to do so
- Confirm the end of the pairing process by validating in the Mobile Application on his/her Trusted SmartDevice.

##### Step 3c (Applies to all IVI R1High and only NAC vehicles which haven't performed pairing via Vehicle's key) : Pairing via the QR code

Prior to completing this step of the Pairing Process the Customer must ensure that:

- the Trusted SmartDevice is connected either via a mobile internet connection (minimum 3 G) or Wi-Fi;
- the "Privacy" mode is disabled from the Vehicle touch screen by referring, if necessary, to the owners' manual, available online on the Brand WEBSITE;
- He/she is in possession of a Vehicle key

This step allows the Customer to prove that he/she is the user of the Vehicle, by showing that he/she possesses the Vehicle and at least one of the physical Vehicle keys. He is the only one that can use services requiring this pairing

To complete this step successfully, the Customer must:

- Access to the Vehicle
- Turn the Vehicle Engine on
- Generate QR code in car display by pressing the button "I confirmed, I started the car" on the screen of his/her MyBrand Account in Trusted SmartDevice.
- Pair the Vehicle with the Customer's MyBrand Account by scanning QR code displayed in car display via camera via his/her Trusted SmartDevice account.

In the event of a technical incident and/or loss of internet connection and/or Bluetooth during the Pairing Process, the Mobile Application will inform the Customer of the problem. In this case, the Customer may have to redo part of or all of the Pairing Process.

If the problem persists, and it is not due to a total or partial loss of connection (internet and/or

Bluetooth), the Customer should contact the Customer Contact Center.

## 2 **CONNECTED NAVIGATION AND ALERT SERVICES**

### 2.1 **Description of the Services**

#### 2.1.1 **Connected Navigation features**

Connected Navigation includes the following features, provided that this information is collected by TOMTOM SALES BV, a Dutch company, whose principal place of business is at 154 De Ruyterkade, 1011AC, Amsterdam, The Netherlands (the "Service Publisher") or by any third party designated or contracted by the Service Publisher.

- **Online traffic:** This service allows traffic conditions to be displayed in nearly real-time, provided that this is information which is collected by the Service Publisher. Traffic conditions on the route planned are summarised solely when the navigation system is used in driving view mode.
- **Local Weather:** This service allows weather forecasts to be displayed along the driver's route and at destination, as well as on the Vehicle's navigation system map
- **Parking information:** This service allows car parks to be displayed along the driver's route and at destination, as well as on the Vehicle's navigation system map, provided that this information is collected by the Service Publisher.
- **Fuel Prices:** This service allows filling stations to be displayed along the driver's route and at destination, as well as on the Vehicle's navigation system map.
- **Charging Points:** This service allows nearby compatible charging terminals and the number of available plugs to be displayed in real-time along the driver's route and at destination, as well as on the Vehicle's navigation system map. For eligible electric vehicles produced after March 2025, when a Direct Current (DC) fast charging station location is set as a stop or destination the electric battery will automatically warm up when the external temperature is below 15°C and the vehicle battery level is above 20%.
- **Online POI (Point of Interest) search:** This service allows an address to be found from among different categories of points-of-interest along the driver's route and at destination, as well as on the Vehicle's navigation system map.

Mapping and software updates for the navigation system may be made available by the Vehicle manufacturer or by the Service Publisher from time to time, and can be updated free of charge by the Customer following the process in BRAND websites

Depending on VEHICLE models additional features may be available as listed here under, it is recommended to refer to user's manual:

- **Online search:** This service allows the searching of an address or Point of Interest (POI) based on an online map instead of using the map embedded in the in-car navigation system. If the Customer is not connected to the internet, the search will revert back to one based on the embedded map which may take longer than online search

- **Online routing:** This service allows the finding of routes by calculation off board when an internet connection is available to compute quicker search results and more relevant routes by consulting an online map. If the Customer is not connected to the internet, the route calculation will revert back to that based on the embedded map which may take longer than Online routing.

- **Over the air Map update:** Depending on VEHICLE models, embedded map updates may take place regularly without any action from the Customer based on vehicle embedded cellular and/or wifi connectivity and provided that the information is collected by the Service Publisher. However wifi connectivity will require action by the Customer, including connecting through a secure wifi access device. If the Customer requires connectivity through the use of wifi via the Customer's smartphone, this could incur extra mobile phone charges through their mobile service provider.

Additional Connected Navigation services may be offered during the contractual period, which may use vehicle embedded cellular and/or wifi connectivity. However wifi connectivity will require action by the Customer, including connecting through a secure wifi access device. If the Customer requires connectivity through the use of wifi via the Customer's smartphone, this could incur extra mobile phone charges through their mobile service provider.

The additional Connected Navigation services are not available for Smartcar.

#### 2.1.2 **Alert Service**

This Service enables danger zones or risk areas present along the driver's route to be displayed. An audio and visual alarm is emitted when the driver is approaching a dangerous zone where the driver should exercise particular care and attention.

This Service also enables car-drivers to give one another mutual assistance by reporting hazards on the road. As this data originates from other users of the Service, you are reminded that they are given as an indication only and that the SUPPLIER does not warrant their exhaustiveness or accuracy.

The Alert Service may not be available in all territories and jurisdictions, and some authorities due to legal reasons may restrict or prohibit use of all or a portion of the Services in certain territories and jurisdictions. Please see the list of countries and jurisdictions where the Alert Service is available in Article 2.3 or ask your Customer Care Centre for more information. For the avoidance of doubt the Alert Service may also not be available for purchase in certain territories.

This Service is not available for Smartcar.

#### 2.1.3 **Connected Voice Command**

Available depending on the vehicle models and countries.

Connected Voice Command includes the following features, provided that this information is collected by the "Voice Command Service Publisher", either SOUNDHOUND INC. a US company, whose principal business is at 5400 Betsy Ross Drive, Santa Clara, CA 95054 USA or by Cerence GmbH, Jülicher Str. 376, 52070 Aachen, Germany 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 set out in Article 2.3

- The Connected Voice Command allows faster results and interaction because it interprets a wider range of language and words as naturally spoken by the user
- Deep understanding algorithms which recognise anonymised voice patterns to more easily understand the relevant commands in a quicker way which eliminates the need to repeat information and which allows easier natural voice interaction
- This Service allows the user to use voice commands to operate several functions such as Heating/Air conditioning functions, media (for example radio usage and audio file streaming, hands-free mobile phone use (subject to compliance with all relevant laws, codes and regulations), and the Connected Voice Navigation services listed below. Please refer to the Owner's Manual or Handbook for full details.
- Connected Voice Navigation allows, the user to use voice commands in order:
  - To operate Online Search referred to in section 2.1.1 above
  - To display various locations and options for the Points of Interest requested
  - To hear weather information following specific requests

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

For some functionalities, for example, mobile phone use, the Customer will need to pair his smartphone with the DEVICE as explained in the Owner's Manual or Handbook (either through Bluetooth or mirroring connection eg through Apple CarPlay™ or Android Auto™)

*Languages :*

The 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. Article 2.3 includes a list of countries and available languages which may be updated from time to time by the Service Provider.

*Connected voice Command agreement for reuse by Voice Command Service Publisher, for its internal needs:*

If the driver gives its agreement on the vehicle's central display, the Voice Command Service Publisher, as independent controller, will reuse anonymised voice records & their corresponding interpreted requests for the global improvement of the service.

For more detail on the Voice Command Service Publisher Privacy information, please refer to [https://www.soundhound.com/partner\\_privacy/sti](https://www.soundhound.com/partner_privacy/sti) for SoundHound or <https://www.cerence.com/privacy-policy> for Cerence

This Service is not available for Smartcar.

## 2.2 **Indicative character of the information – Use of Services by the Customer**

The data accessible via the Services is collected by the 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.).

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.

If the CUSTOMER does not renew the Contract or if the subscription is terminated, some relevant data for Services using the map provided through the Services will not be updated or may be removed or erased.

### 2.3 Territory

Details concerning the availability according to the VEHICLE model and the Territorial coverage of the above-described can be found in the APP or in BRAND 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.

In accordance with current local legislation, the information provided within the framework of the Services is as follows:

- In France: current speed limits, hazardous sections of roads (in particular high traffic density sections, accident blackspots, of which some may be subject to speed checks, not reported as such), specific danger points (in particular traffic obstruction, dangerous crossings, temporary hazards), congestion, accidents, incidents, road works).
- In Switzerland and Germany: current speed limits, obstacles, congestion, accidents, incidents, road works.
- In other countries: fixed and mobile speed cameras, current speed limits, obstacles, congestion, accidents, incidents, road works.

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### 3 REMOTE CONTROL

#### 3.1. Vehicle Eligibility

Peugeot, Citroën, DS, Opel and Vauxhall vehicles equipped with infotainment system may be eligible. All technical eligibility is automatically checked on Brand WEBSITE or in the Mobile Application.

However, the global eligibility of a Vehicle for the Service may vary from country to country as a result of the Service progressive rollout schedule and the date of the Customer's request.

Information on the Vehicle's eligibility is available by entering the Vehicle Identification Number (VIN):

- in the MOBILE APPLICATION;
- online via the WEBSITE of the brand, in the connectivity section

The list of eligible Vehicles is updated regularly as the Service is rolled out gradually. It is specified that any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest updates, which are available on the MOBILE APPLICATION and/or the via the WEBSITE of the brand, in the connectivity section

#### 3.2. Territory

The Service may be subscribed to and used in the following countries: ~~Australia~~, Austria, Belgium, Croatia (DS excluded), Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Iceland (DS excluded-), Ireland, Italy, Japan, Luxembourg, the Netherlands, Norway, Poland, Portugal, Romania, ~~Singapore~~, Slovakia, Spain, South Korea, Sweden, Switzerland, ~~Taiwan~~ and United Kingdom.

Customers may only subscribe to the Service in their country of residence. In breach of this requirement,

the CUSTOMER would not be eligible for assistance from the BRAND Customer Care and could bear all reasonably foreseeable costs for such a breach. The list of countries is updated regularly as the Service is rolled out gradually. It is specified that any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest updates, which are available on the Brand Websites or upon request to the Customer Contact Center.

#### 3.3. Description of the service

Once the Customer has signed in the account into the MOBILE APPLICATION, he may use the Service to:

- check whether (all) the doors are locked or unlocked ;
- lock or unlock all the doors remotely ;
- flash the external lights of the vehicle for 10 seconds ;
- honk the horn of the vehicle for a predetermined number of times.
  - the number of times may vary between 3 and 5 depending on the model;
  - on some models, activating the horn will make the external lights flash simultaneously;
  - it is responsibility of the user to check the local regulations that apply to the utilisation of the vehicle's horn.

#### 3.4. Technical requirements

The Service will only be provided if the following conditions are met

- the CUSTOMER has provided a correct up-to-date trusted mobile telephone number (Trusted phone number)
- the VEHICLE and the Customer's Trusted SmartDevice have a permanent mobile data connection.

The Customer must therefore ensure that:

- his Trusted Smart Device has an active mobile connection ;
- the VEHICLE privacy mode is disabled
- the VEHICLE is located in one of the countries referred in paragraph 4.2 where it can be subscribed to and activated ;
- the VEHICLE is located in an area with mobile network coverage.
- the CUSTOMER holds an active subscription to the Service

If the Customer changes their Trusted SmartDevice during the period encompassed by the Contract and wishes to continue their use of the Service, the Customer may be required to complete a further new Pairing Process.

If the Customer changes their telephone number used for receipt of the Service, he must notify the Supplier, otherwise the Service will not function. The SUPPLIER shall not be liable for issues with Service provision or other consequences ( to the extent applicable under relevant laws) where the Customer has not notified the SUPPLIER of the new telephone number

For more information on the features included in the Service on to get instructions on how to use them, please refer to the "frequently asked questions" (FAQ) section on Brand WEBSITE. The Customer may also contact the Brand Customer Contact Centre.

It should be noted that in a number of countries, it is only permissible to use or honk the horn of the VEHICLE for specific purposes. It is the responsibility of the Customer to check and comply with such requirements. The use of the Service is

recommended only in compliance with all relevant regulations and codes and under the direct visual control of the Customer.

## 4 CONNECTED ALARM

### 4.1. Vehicle Eligibility

Peugeot, Citroën, DS, Opel and Vauxhall vehicles equipped with infotainment system (including connectivity device) and a physical alarm installed may be eligible. All technical eligibility is automatically checked on Brand Website or in the Mobile Application.

However, the global eligibility of a Vehicle for the Service may vary from country to country as a result of the Service progressive rollout schedule and the date of the Customer's request.

All information on the Vehicle's eligibility is available by entering the Vehicle Identification Number (VIN):

- in the Mobile Application;
- online via the WEBSITE of the brand in the connectivity section.

The list of eligible Vehicles is updated regularly as the Service is rolled out gradually. It is specified that any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest updates, which are available on the MOBILE APPLICATION and/or the via the WEBSITE of the brand, in the connectivity section

### 4.2. Territory

The Service may be subscribed to, activated and used in the following countries: France and United Kingdom. However, Customers may only subscribe to and activate the Service in their country of residence. In breach of this requirement, the CUSTOMER would not be eligible for assistance from the BRAND Customer Care and could bear all reasonably foreseeable costs for such a breach. Please check the Brand Website) or with the Contact Centre for use in other countries.

The list of countries is updated regularly as the Service is rolled out gradually. It is specified that any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest updates, which are available in the service territory coverage page or upon request to the Customer Contact Center.

### 4.3. Description of the service

Service requires that a physical alarm is installed as a feature of the VEHICLE. Once the Customer has subscribed and activated the Service, he/she will receive an SMS alert which is sent to their SmartDevice every time the physical alarm of the Vehicle is triggered indicating a possible theft of the Vehicle. For example, the physical alarm may be triggered if someone opens a Vehicle door or movement of the Vehicle is detected. The physical alarm, if the Vehicle has one installed, connects with the telematics box in the Vehicle which uses this connectivity to send the SMS.

### 4.4. Technical requirements

The Service will only be provided if the following conditions are met

- the Customer has provided a correct up-to-date trusted mobile telephone number (Trusted phone number)
- the VEHICLE and the Customer's SmartDevice have a permanent mobile data connection.

The Customer must therefore ensure that:

- his Trusted Smart Device has an active mobile connection ;
- the VEHICLE is located in one of the countries referred in paragraph 5.2

where it can be subscribed to and activated ;

- the VEHICLE is located in an area with mobile network coverage.
- the Customer holds an active subscription to the service and a physical alarm is installed as a feature of the VEHICLE.

If the Customer changes their Trusted SmartDevice during the period encompassed by the Contract and wishes to continue their use of the Service, the Customer may be required to complete a further new Pairing Process.

If the Customer changes their telephone number used for receipt of the Service, he must notify the Supplier, otherwise the Service will not function. The SUPPLIER shall not be liable for issues with Service provision or other consequences ( to the extent applicable under relevant laws) where the Customer has not notified the SUPPLIER of the new telephone number

For more information on the features included in the Service on to get instructions on how to use them, please refer to the “frequently asked questions” (FAQ) section on Brand WEBSITE. The Customer may also contact the Brand Customer Contact Centre.

## 5 e-ROUTES

E-ROUTES is a Smartphone Application which enables owners of eligible electric vehicles to optimize their journey and navigate to their preferred destinations by delivering an advanced planning and routing experience. Proposed e-ROUTES is available for both Apple OS and Android OS (Operating System) devices which can be downloaded on respective Apple Store and Google PlayStore. E-ROUTES also leverages Apple CarPlay and Android Auto replication technologies.

### 5.1. Vehicle Eligibility

New fully electric vehicles are eligible for the Service. The vehicles' eligibility to the Service may be limited to specific models and can evolve in time. It is specified that any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest updates, which are available on the WEBSITE of the brand, in the connectivity section. Eventually, all technical eligibility is automatically checked on Brand WEBSITE or in MyBrand. Additionally, the Vehicles' eligibility for the Service may vary from country to country as a result of progressive rollout schedule and the date of the Customer's request.

Information on the Vehicle's eligibility is available by entering the Vehicle Identification Number (VIN):

- in MyBrand;
- online via the WEBSITE of the brand, in the connectivity section

### 5.2. Territory

The Service may be subscribed to in the following countries: Austria, Belgium, France, Germany, Italy, Luxemburg, Netherlands, Poland, Portugal, Spain, United Kingdom.

The Customer must subscribe to the Service in his /her country of residence. In breach of this requirement, the CUSTOMER would not be eligible for assistance from the BRAND Customer Care and could bear all reasonably foreseeable costs for such a breach.

This list of countries is updated regularly as the Service is rolled out gradually. It is specified that

any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest updates, which are available on the brand websites or upon request to the Customer Contact Center.

### 5.3. Description of the service

Once the Customer has logged into e-ROUTES, the Customer may use the Service for :

- **“Planning”**: At any time at home, on the street, in the vehicle, the Customer can plan a short or long journey by using the Smartphone App display or replicated Apple CarPlay, Android Auto technologies. At glance, the Customer will see – not limited to - the total trip duration, trip distance, total charge duration, indicative total charging cost. The Customer will also see all optimized required charging stops along the road up-to its destination. Each charging stop display includes: charging stop duration, cost, predicted battery level while arriving at the stop and after charging, current and predicted charging stop availability and surrounding amenities. While planning a new trip, the Customer can configure different parameters such as wished battery level at destination, preferred network, subscribed charging cards, avoidances on the road, adding waypoints, time to be spent at a specific charger.
- **“Routing”**: After Planning a route or retrieving saved plans, the Customer will be guided to its final destination including guidance to the optimized intermediate charging stops. The routing delivers a state-of-art navigation experience tailored made for the vehicle including the display of traffic information, satellite view, real-time vehicle battery level information, up-coming charging spot availability information continuously updated, recommended speed-limit while driving the vehicle. The computed estimated-time-of arrival takes into account real-time weather information, topography, charging behaviour.
- **“Charging”**: While approaching a charging station, Customer is informed about the charging duration and ideal battery level to be reached to continue the journey in an optimum way. While charging, the Customer will be notified at the time the vehicle is ready to go to continue the journey up-to the next step or final destination.
- **“Free-driving”**: While driving without any destination set, the Customer can look at nearest charging spots surrounding the area and is also informed if the battery level is too low with suggested charging locations.

All mentioned features are part of continuous deliveries and improvements result of a progressive rollout schedule and are made available to the Customer through to e-ROUTES updates in the Apple Store and Google Play Store.

### 5.4. Technical requirements

The Service will only be provided if the following conditions are met

- the CUSTOMER has provided a correct up-to-date trusted mobile telephone number (Trusted phone number)
- the VEHICLE and the Customer's Trusted SmartDevice have a

permanent mobile data connection.

The Customer must therefore ensure that:

- its Trusted Smart Device has an active mobile connection;
- the VEHICLE privacy mode is disabled
- the VEHICLE is located in one of the countries referred in paragraph 6.2 where it can be subscribed to and activated;
- the VEHICLE is located in an area with mobile network coverage.
- it holds an active subscription to the Service

To benefit from the Service the Customer must also:

- download e-ROUTES from the respective Apple Store or Google Play Store, depending on their smartphone device
- log-in into the Mobile Application with MyBrand account, ensuring that above requirements have been respected

If the Customer changes their Trusted SmartDevice during the period encompassed by the Contract and wishes to continue their use of the Service, the Customer may be required to complete a further new Pairing Process.

For more information on the features included in e-ROUTES on to get instructions on how to use them, the Customer may also contact the Brand Customer Contact Centre.

### 5.5. Use of the Application

e-ROUTES is made available to the User for personal use as a consumer only, so it may not be used for business purposes. 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 we do not provide any assurance that any data which you record e-ROUTES will be available at all times.

The functionalities provided by the e-ROUTES are for general guidance and information only, as the information will seek to provide an estimated rather than accurate representation. We are therefore, not making available e-ROUTES for you to use as the sole basis for making any decisions, nor are we making it available for you to use to decide whether to perform any particular actions or not. The User must clearly use their own judgement and discretion in interpreting any results from e-ROUTES in view of these constraints.

In case of mismatch between the information supplied by e-ROUTES 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.). 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 e-ROUTES. In all eventualities, it falls to users to abide by the Highway Code and road safety rules.

### 5.6. Smartphone device

Below points must be intended by the User as general recommendation to guarantee a smooth usage of e-ROUTES.

- follow recommendations provided by Smartphone and Operating System Manufacturers regarding latest Software versions to be installed on User Smartphone.
- install latest Software version of e-ROUTES available on

Apple Store and Google PlayStore7

- the number of applications “activated/running in the background” on its Smartphone to ensure optimum conditions while using e-ROUTES.
- follow Apple and Google technical prerequisites while using Apple CarPlay and Android Auto technologies.
- allow e-ROUTES to get access to Smartphone location and Smartphone notifications to benefit from the complete service.

### 5.7. Replication technologies

Only use e-ROUTES, Apple CarPlay and Android Auto replication technologies when conditions allow you to use it safely. Use of e-ROUTES, Apple CarPlay or Android Auto is at User’s own risk. Additionally, use of Apple CarPlay and Android Auto is subject solely to an agreement and/ or any terms of use established between Apple or Google and the User. Anything regarding Apple CarPlay or Android Auto shall be among Apple’s or Google’s sole responsibility and any dispute shall be solved among Apple Inc. or Google Inc. and the end- customer.

## 6 Generative AI Connected Voice Command description

Availability depending on the vehicle and brand models and countries. See on WEBSITE for more details. This feature requires Connected Navigation and its Connected Voice Command referred to in paragraph 2.1.3 to be active. The SERVICE may be enabled on the VEHICLE “over the air”

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.

**Any User must be of the minimum age required to consent to use the Service.**

### 6.1. Functional description

Connected Voice Command includes the following features, provided that this information is collected by the Voice Command Publisher referred to in paragraph 2.1.3 above 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

### 6.2. 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 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 AI Connected Voice Command services.
- The “wake up word” may be deactivated by the user depending on the Vehicle model, type, country and whether the Customer has accepted the relevant software update to enable this. Otherwise it cannot be deactivated. Please check the WEBSITE or with Customer Care for more information. In any event, 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. Please refer to the Website.
- 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.

### 6.3. 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 CUSTOMER undertakes not to use the Service for professional purposes and undertakes to ensure that USER’S comply with the obligations set out in these General Conditions of Use and Sale.**

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 incorrect, 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.**

**Any references to third party products or services does not mean they are endorsed by the SUPPLIER or SERVICE PROVIDER.**

**Users must not use the SERVICE contrary to applicable laws, (eg privacy of others), or to harm themselves or others.**

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.

**6.4. 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.

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

**7 My Trip Report**

My Trip Report is a Smartphone Application which enables owners of eligible vehicles (ICE, BEV, PHEV) to keep track of the usage of the car and the evolution of some parameters along the route driven to give drivers the ability to consult information of their past trips (time, speed, consumption, cost, location, etc.) from the MyBrand Application.

Drivers can analyze their driving habits and improve their impact onto their own economics, their vehicle health and the environment to improve driving performance and promote smarter driving.

Proposed My Trip Report is available for both Apple OS and Android OS (Operating System) devices which can be downloaded on respective Apple Store and Google PlayStore.

**7.1. Vehicle Eligibility**

ICE, BEV and PHEV vehicles with Telematic box. The vehicles' eligibility to the Service may be limited to specific models and can evolve in time. It is specified that any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest eligibility updates, which are available on the WEBSITE of the brand, in the connectivity section. Eventually, all technical eligibility is automatically checked on Brand WEBSITE or in MyBrand. Additionally, the Vehicles' eligibility for the Service may vary from country to country as a result of progressive rollout schedule and the date of the Customer's request.

Information on the Vehicle's eligibility is available by entering the Vehicle Identification Number (VIN):

- in MyBrand;
- online via the WEBSITE of the brand, in the connectivity section

**7.2. Territory**

The Service may be subscribed to in the following countries:

- Target markets for end of March 2024 launch: France and UK
- Target markets extension (from March 2024): Italy, France, Germany, Austria, Belux, Netherlands, Poland, Portugal, Spain, UK, Switzerland

The Customer must subscribe to the Service in his/her country of residence. In breach of this requirement, the CUSTOMER would not be eligible for assistance from the BRAND Customer Care and could bear all reasonably foreseeable costs for such a breach.

This list of countries is updated regularly as the

Service is rolled out gradually. It is specified that any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest updates, which are available on the brand websites or upon request to the Customer Contact Center.

**7.3. Description of the service**

Once the Customer has logged into My Trip Report, the Customer may use the Service for:

- My Trip Report customers shall be able to see vehicle insights summary when a trip is completed as per the trip definition. Trips reports are created dynamically, and information is updated automatically at the end of each trip.
- As soon as a trip is completed, a notification is sent to the MyMarque user. A push notification can be received at any time (even if the app is disabled) unless the user disables notifications from the settings. The user can also do a "refresh/pull down" to retrieve the trips stored in the cloud for 2 months
- For each vehicle insight and trip information displayed, customers can see the data compared with the previous period selected.
- Customers shall be able to filter vehicle insights/ trips information by period (day, week, months or year) to retrieve any specific trip.
- Customers shall be able to view their trips completed by categories
- Customers shall be able to view their total trips completed and latest trips uploaded to the cloud not yet checked.
- Customers shall be able to view updated trip information history by importing new trip data from an external file format Json or .csv
- Customers shall be able to do a refresh/pull down to see all trips stored in the Cloud for 2 months, if those trips haven't been retrieved on the smartphone yet
- Customers have the possibility to merge one or several consecutive journeys by selecting it/them in the list of journeys and clicking on the "Merging Journeys" icon. This feature allows the User to obtain a combined summary, once the journeys have been merged (for example, total distance covered for all the journeys).
- Customers shall be able to export their data (trips) to another compatible smartphone in .csv file format and can import the .csv file from the other phone.

Vehicle insights and trip information per single trip to display on the customer devices:

- Date of the trip (trip start date)
- Time of the trip (Trip start time and trip end time)
- Map geolocation with GPS coordinates of trip address departure and trip address arrival
- Trip address departure (street name of start position) and trip address arrival (street name of end position)
- Category of the trip
- Trip duration (driving time)

- Trip distance (driving distance)
- Average vehicle consumption (ICE: fuel consumption, PHEV: fuel consumption)
- Consumption cost (if the user filled in the fuel price per volume)
- Average speed in km/h
- Odometer in km

All mentioned features are part of continuous deliveries and improvements result of a progressive rollout schedule and are made available to the Customer through to My Trip Report updates in the Apple Store and Google Play Store.

**7.4. Technical requirements**

The Service will only be provided if the following conditions are met :

- The CUSTOMER has performed the pairing process
- the CUSTOMER has provided a correct up-to-date trusted mobile telephone number (Trusted phone number)
- the VEHICLE and the Customer's Trusted SmartDevice have a permanent mobile data connection.

The Customer must therefore ensure that:

- its Trusted Smart Device has an active mobile connection.
- the VEHICLE privacy mode is disabled
- the VEHICLE is located in one of the countries referred in paragraph 6.2 where it can be subscribed to and activated;
- the VEHICLE is located in an area with mobile network coverage.
- it holds an active subscription to the Service

To benefit from the Service the Customer must also:

- feel in control of the vehicle, being able to improve its usage
- easily control the costs of each trip and
- improvement of vehicle's usage and fuel/battery consumptions

If the Customer changes their Trusted SmartDevice during the period encompassed by the Contract and wishes to continue their use of the Service, the Customer may be required to complete a further new Pairing Process.

For more information on the features included in My Trip Report on to get instructions on how to use them, the Customer may also contact the Brand Customer Contact Centre.

**7.5. Use of the Application**

My Trip Report is made available to the User for personal use as a consumer only, so it may not be used for business purposes. 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 we do not provide any assurance that any data which you record My Trip Report will be available at all times.

The functionalities provided by the My Trip Report are for general guidance and information only, as the information will seek to provide an estimated rather than accurate representation. We are therefore, not making available My Trip Report for you to use as the sole basis for making any decisions, nor are we making it available for you to use to decide whether to perform any particular actions or not. The User must clearly use their own judgement and discretion in interpreting any results from My Trip Report in view of these constraints.

In case of mismatch between the information supplied by My Trip Report 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.). 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 My Trip Report. In all eventualities, it falls to users to abide by the Highway Code and road safety rules.

#### **7.6. Smartphone device**

Below points must be intended by the User as general recommendation to guarantee a smooth usage of My Trip Report.

- follow recommendations provided by Smartphone and Operating System Manufacturers regarding latest Software versions to be installed on User Smartphone.
- install latest Software version of My Trip Report available on Apple Store and Google PlayStore
- the number of applications “activated/running in the background” on its Smartphone to ensure optimum conditions while using My Trip Report.
- allow My trip Report to get access to Smartphone location and Smartphone notifications to benefit from the complete service.

#### **7.7. Replication technologies**

Only use My Trip Report, Apple CarPlay and Android Auto replication technologies when conditions allow you to use it safely. Use of My Trip Report, Apple CarPlay or Android Auto is at User’s

own risk. Additionally, use of Apple CarPlay and Android Auto is subject solely to an agreement and/ or any terms of use established between Apple or Google and the User. Anything regarding Apple CarPlay or Android Auto shall be among Apple’s or Google’s sole responsibility and any dispute shall be solved among Apple Inc. or Google Inc. and the end- customer.

#### **SERVICES TERRITORY COVERAGE**

The Services’ geographic coverage provided by the Service SUPPLIER for Customers having subscribed to these in their country of residence is indicated in the WEBSITE.

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

#### **CHANGE OF OWNER**

The CUSTOMER can use the Change of Owner function to disconnect the vehicle from their User Garage and set it to a status suitable for sale or transfer to another party (private individual, dealer or supplier).

The CUSTOMER may start the Change of Owner procedure at any time.

To start the Change of Owner process, the CUSTOMER opens the Mobile Application and goes to “Vehicle” section, selects “Reinitialize - Prepare change of ownership,” then follows the guided steps and completes the required verifications.

This procedure is strongly recommended before selling or transferring the vehicle, because if the CUSTOMER sells or transfers the vehicle without completing it, any active subscriptions linked to the CUSTOMER account (including those with

automatic renewal) may continue to apply and be charged to the CUSTOMER.

Once the procedure and the required verifications have been completed: the SERVICES are stopped; the vehicle is disassociated from the CUSTOMER account; the vehicle is removed from the User Garage; any additional vehicle-related communications are halted.

After the disconnection, a new owner may enroll in the SERVICES, or the CUSTOMER may enroll again if needed, and use any remaining trial period, if available.

No compensation or prorated reimbursement is due from the SUPPLIER to the CUSTOMER for SERVICES or contracts terminated early as a result of the Change of Owner process.

## Appendix II : European Connected Vehicles Privacy Policy

This Privacy Policy for Connected Vehicles (“**Privacy Policy**”) applies to the **Personal Data** we process about users of the **Connected Services** through our **Vehicle**, Our **Websites** or **Application** who have signed the **General Conditions** as a **Customer** or who are authorized by a **Customer** to access and use the **Connected Services**.

This Privacy Policy is drafted pursuant Article 13 of the EU Regulation 679/2016 (hereinafter “**GDPR**”) and will help you understand better how we handle your information.

In this document, you will find some examples of how we process **Personal Data**, and **Definitions** referring to more detailed explanations (at the end this Privacy Policy) for the capitalized terms herein. If you would like any clarifications regarding this Privacy Policy or how your data are processed, please send your request to: [dataprotectionofficer@stellantis.com](mailto:dataprotectionofficer@stellantis.com).



### Who we are

Depending on the **Vehicle** brand you have chosen, the independent **Data Controller** of your **Personal Data** is:

- Stellantis Europe S.p.A., C.so Agnelli 200, 10135 - Turin, Italy; or
- PSA Automobiles SA (Stellantis Auto S.A.S.), 2-10 Boulevard de l'Europe, F-78300 Poissy, France;

(singularly “**Car Manufacturer**”, “**we**” or “**us**”).



### What data we collect and process

In general, we may collect or receive the following information about you directly from you and third parties, depending on the type of **Connected Services**, and how you access them.

You may find further details on the reasons why we process your **Personal Data** in the “Why we collect and process your Data” section below. The provision of your **Personal Data** is always free and without consequences except for the pursue of some purposes.

#### Registration data and access to the Connected Services

When you register to access the **Connected Services**, we will ask you to enter or confirm some **Personal Data** such as your name, surname, e-mail address, date of birth and mobile phone number, as well as other information such as the answer to a security question and a PIN code, in order to help us establish your identity when accessing services from the **Vehicle Device** or **Our Websites** and **Application**.

#### Vehicle Data

When using the **Connected Services**, we may collect (also over the air) improved **Vehicle Data**, such as driving data (e.g. location, speed and distances), engine running time and turning off time, if the battery cable is cut, battery diagnostics, movements with the key out, presumed collision, as well as diagnostic data such as, but not limited to, oil and fuel levels, tire pressure, and engine status.

This **Vehicle Data** is linkable to you to the extent that it is associated with a **Unique Identifier** such as the Vehicle Identification Number or VIN, or your **Connected Services** account.

#### Vehicle Device Data

Through the **Vehicle Device**, we are able to collect and provide information on battery status, on the use of native applications installed on the **Vehicle**, as well as on mobile network connection, such as, for example, when you connect the **Device** to provide the **Vehicle** data connection.

#### Data collected through the Application

Through the **Application**, we may collect information on the **Device** it is installed on, for example, the **Unique Identifier** and information about your location. The **Application** allows you to check some information (e.g., location), to carry out some actions (e.g., opening the doors) or to set up alerts (e.g., geographical limits/areas) relating to the **Vehicle**.

#### Information about your location

We collect information about your location in order to provide **Connected Services**. For example, in order to provide roadside assistance we must collect and share the precise **Vehicle** location with roadside assistance service providers. Your location can be determined through:

- the **Vehicle Sensors**;
- the **Device Sensors** when you use the **Application**; and
- the **IP Address**.

You can limit our collection of your **Vehicle**'s location through the **Vehicle Device** settings (“Privacy Mode”) or those of the **Device** or **Application**, as described in the “How to control your Data and manage your choices” section below.

Please note that you cannot refuse the use of Information about your location if this is required to provide **Connected Services** or to protect our interests and those of our customers, as explained below.

#### Data inferred by your activity

To the extent permissible under applicable data protection law, we may collect further information about you based on your interactions with the **Connected Services**. For example, we can understand your driving style, routes most travelled, places of interest.

In some cases, Information about you is collected and combined through your interaction with **Our Network** and/or **Our Websites** and **Application**.

In some other cases, if you contact us by email, mail, telephone or otherwise regarding the **Vehicles** or request other information, we collect and maintain a record of your contact details, communications, and our responses. If you contact us by telephone, more information will be provided during the call.



### Source of Personal Data

During the use of the [Connected Services](#), we may collect data from third parties such as:

- Data relating to drivers other than you. If you permit another driver to drive your [Vehicle](#) and/or access or use your [Connected Services](#) account, then you acknowledge and agree that we may make available and collect data during their use. As we are not aware who is the person using the [Connected Services](#) other than the [Customer](#), all the information collected will be associated to you/your account.
- Data relating to passengers. An example is the case of a presumed collision of the [Vehicle](#), after which the [Connected Services](#) activate an emergency call to us and/or the public emergency services, which could involve the processing of your passengers' data. By way of example, but not limited to, other cases could include a change of ownership, when you purchase a company's fleet, or if you indicate that the driver is not the owner of the [Vehicle](#).

If you provide us with the data of third parties, you are responsible for sharing such information with us and must be legally authorized to do so (i.e. authorized by the third party to share their information, or for any other legitimate reason). You must also fully indemnify us against any complaints, claims or demands for compensation of damages which may arise from the processing of third-party [Personal Data](#) in violation of applicable data protection law and from the processing of your [Personal Data negligently](#) made available by you through the [Connected Services](#).



### Why we collect and process your Data

Your Data serves the following purposes:



#### Ease the collection and correction of your Data

To the extent permissible under applicable data protection law, we use the Data provided by you to us (in particular, the information that you are already a customer of one or more [Car Manufacturers](#)) to update the information that we have about you as an owner of one of our [Vehicles](#). In these cases, we will interrogate our databases to ease the update or to correct the available information we have about you as [Customer](#).

This processing is based on our legitimate interest in keeping up to date the quality of [Personal Data](#) about [Customers](#).



#### Providing the Connected Services and related support

We use Data to help you connect to and use the [Connected Services](#), including but not limited to emergency calls (e.g. eCall, Help, advanced roadside assistance), the Vehicle Health Report (VHR), change of ownership, and to respond to you requests, suggestions or reports. This purpose also includes optional services that allow you to share your Vehicle Device Data history and functions through the [Application](#). When some [Connected Services](#) chosen by you are not provided directly by us but by our [Commercial Partners](#), we will only provide the Data strictly necessary for providing those services.

This processing is based on the execution of a contractual obligation indicated in the [General Conditions](#) or pre-contractual measures taken at your request.



#### Sharing Vehicle Data with Car Manufacturer

We may share Vehicle Data collected during the provision of the Connected Services with Stellantis Car Manufacturer to allow the latter to improve Vehicles and Connected Services; to measure the effectiveness of their services and the creation of new services. Vehicle Data are processed as Personal Data and/or as Aggregated Information, thus, not associated with Personal Data relating to you.

This processing is based on our legitimate interest in creating and maintaining Vehicle and services that are genuinely useful to our customers.

The processing can also be performed when you have given your consent.

Once transmitted or collected, your Data may also be used for the following purposes:



#### Complying with legal and tax obligations

We may use your Data to comply with legal and tax obligations (e.g., product liability etc.), which are the legal basis for such processing of your Data. These obligations may include the communication of certain Data (e.g., Vehicle Data) to public authorities should it is so required by national and/or European legislation (e.g., the European Environment Agency (EEA) pursuant to Regulation (EU) 2021/392) and any recall notices we are required to issue in our capacity as a manufacturer of the [Vehicle](#). If these notices are not required by law in your country, we will send them regardless, as explained in more detail in the "Protecting our interests and your interests" section below.



#### Detecting anomalies in the Connected Services or the Vehicle

We may use your Data, especially the Vehicle Data and Vehicle Device Data, to detect and (if possible) to avoid anomalies in the [Connected Services](#) or the [Vehicle](#).

This processing is based on the need to provide the [Connected Services](#) in the manner and timeframe indicated in the [General Conditions](#), as well as on our legitimate interest in ensuring the [Vehicle](#) efficiency to the extent possible. You will not receive any communications to this regard, unless in response to your anomaly report.

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### Protecting our interests and your interests

To the extent permissible under applicable data protection law, we may need to use your Data to detect, react to, and prevent fraudulent and illegal behavior or activity which could compromise your or our security. This purpose includes audits and assessments of our business operations, security controls, financial controls, records and information management program, and otherwise relating to the administration of our general business, accounting, record keeping and legal functions. We will also use your Data to send you communications about the safety of your **Vehicle**/fleet (e.g. recall campaigns, software updates, etc.), even if there is no established legal requirement to this effect in the country you are in. In this regard, please mind that some Vehicle Data (i.e., diagnostic data and VINs without any further association to your person) will be sent to the European Environment Agency (EEA) based on a task carried out in the exercise of official authority vested in us pursuant to Regulation (EU) 2021/392. These are not promotional, but service communications to ensure your safety when using your **Vehicle**. This purpose is based on the legitimate interest in safeguarding our interests and protecting our customers, including you.



### How we use your Data (method of processing)

Data collected for the purposes indicated above are processed both manually and via automated processing, through programs and/or algorithms that analyze information such as Data inferred by your activity. Your Data also may be subject to **Combination and/or Crossing**, to the extent permissible under applicable data protection law. For example, this allows us to distinguish the owner from the **Vehicle** data associated with you.



### How we may disclose your Data

We disclose your Data with the following list of persons/entities ("**Recipients**"):

- **Persons authorized by us** to perform any of the data-related activities described in this document: our employees and collaborators who have undertaken an obligation of confidentiality and abide by specific rules concerning the processing of your Data;
- **Our Data Processors**: external subjects to whom we delegate some processing activities. For example, security systems providers, accounting and other consultants, data hosting providers, etc. This category also includes **Our Network** and service providers, who help us provide roadside assistance, so they can recognize you as our customer and offer you the same services anywhere in Europe. We have signed agreements with each of our **Data Processors** to ensure that your Data is processed with appropriate safeguards and only under our instruction;
- **System administrators**: our employees or those of **Data Processors** to whom we have delegated the management of our IT systems and are therefore able to access, modify, suspend or limit the processing of your Data. These subjects have been selected, adequately trained and their activities tracked by systems they cannot modify, as provided for by the provisions of the competent Supervisory Authority;
- **Our Commercial Partners**: when some **Connected Services** chosen by you are not provided directly by us but by our **Commercial Partners**, we will only communicate the Data strictly necessary for providing those services. Each of the above carries out the processing as the Independent Data Controller of your Data.
- **Car Manufacturers**: our Car Manufacturers to whom we may share Vehicle Data collected during the provision of the Connected Services in order to improve Vehicles and Connected Services;
- **Law enforcement or any other authority whose provisions are binding for us**: we disclose your Data (including **Vehicle** location) for emergency and public safety purposes, such as where necessary to enable law enforcement, roadside assistance and first responders to locate you after a presumed collision activates an emergency call to rescue services (e.g. eCall), or to enable law enforcement to locate the **Vehicle** if it has been reported stolen. In general, when we have to comply with a judicial order or law or defend ourselves in legal proceedings.



### Where your Data is located

We are a global company and the **Connected Services** are available in multiple jurisdictions worldwide. This means that your Data may be stored, accessed, used, processed, and disclosed outside your jurisdiction, including within the European Union, the United States of America, or any other country where our **Data Processors** and sub-processors are located, or where their servers or cloud computing infrastructures may be hosted. We take steps to ensure that the processing of your Data by our Recipients is compliant with the applicable data protection laws, including EU law to which we are subject. Where required by EU data protection law, transfers of your Data to Recipients outside of the EU will be subject to adequate safeguards (such as the relevant EU standard contractual clauses for data transfers between EU and non-EU countries), and/or other legal basis according to the EU legislation. For more information on the adequate safeguards we have implemented with regard to Data that is transferred to third countries, please write to us at: [dataprotectionofficer@stellantis.com](mailto:dataprotectionofficer@stellantis.com)



### How long we retain your Data

Data processed for the purposes indicated above will be kept for the period deemed strictly necessary to fulfil such purposes. Data processed in compliance with the legal obligations to which we are subject is kept for the period required by law. Personal Data processed to protect our interests, and our users' interests are kept until the time provided for by the applicable law to protect our interests. Once the relevant retention period/criterion has expired, your Data is erased pursuant to our retention policy. You can ask us for more information on our data retention criteria and policy by writing us here: [dataprotectionofficer@stellantis.com](mailto:dataprotectionofficer@stellantis.com)



## How to control your Data and manage your choices

At any time, you can ask to:

- **Access your Data (right of access):** depending on your interactions with us, we will provide the Data we have related to you, such as your name, age, e-mail address and preferences.
- **Exercise your right to portability of your Personal Data (right of data portability):** where applicable, we will provide you with an interoperable file containing the Data we have about you.
- **Correct your Data (right to rectification):** for example, you can ask us to modify your e-mail address or telephone number if they are incorrect;
- **Limit the processing of your Data (right to restriction of processing):** for example, when you think that the processing of your Data is unlawful or that processing based on our legitimate interest is not appropriate;
- **Delete your Data (right to erasure):** for example, if you do not want us to keep your data and there is no other reason for keeping it (e.g. if you are no longer the owner of the [Vehicle](#) and do not want to remain in touch with us);
- **Object the processing activities (right to object)**
- **Withdraw your consent (right to withdrawal)**

You can exercise any of the above rights or express any concern or make a complaint regarding our use of your Data directly at: <https://privacyportal.stellantis.com>.

At any time, you may also:

- contact our Data Protection Officer (DPO), here [dataprotectionofficer@stellantis.com](mailto:dataprotectionofficer@stellantis.com)
- contact the competent Supervisory Authority, here you can find the list of all the Supervisory Authorities by country [https://edpb.europa.eu/about-edpb/board/members\\_en](https://edpb.europa.eu/about-edpb/board/members_en)
- review and update much of the Data that you have submitted by logging into your account and updating your profile information. Please note that we may maintain copies of information that you have updated, modified, or deleted, as permitted, in our business records and in the normal course of our business operations, as permitted or required by applicable law. You may also access Vehicle Health Reports, and Vehicle location through your Services account.
- stop remote transmission and collection of Vehicle Data from your Vehicle, except for emergency and roadside services and Wi-Fi-enabled services. Certain in-vehicle safety, diagnostic and other systems may continue to generate and store performance, safety and diagnostic information, which may be accessed by Our Network and others who service your Vehicle.
- Unsubscribe from free trial for and access to certain third-party subscription-based service, including SiriusXM Radio and Wi-Fi hotspot. If you subscribe to these third-party services at the end of your free trial, you must contact these [Commercial Partners](#) directly if you would like to subsequently cancel your third-party subscription.



## How we protect your Data

We take reasonable precautions from a physical, technological and organizational point of view to prevent the loss, misuse, or modification of Data under our control. For example:

- We ensure that your Data is only accessed and used by, transferred or disclosed to Recipients that need to have access to such Data.
- We also limit the amount of Data accessible, transferred or disclosed to Recipients to only what is necessary to fulfill the purposes or specific tasks performed by the Recipient.
- The computers and servers where your Data is stored are kept in a secure environment, are password-controlled with limited access, and have industry standard firewalls and anti-virus software installed.
- Paper copies of any documents containing your Data (if any) are kept in a secure environment as well.
- We destroy paper copies of documents containing your Data that is no longer needed.
- When destroying Data recorded and stored in the form of electronic files that is no longer needed, we make sure that a technical method (for example, low level format) ensures that the records cannot be reproduced.
- Laptops, USB keys, mobile phones and other electronic wireless devices used by our employees who have access to your Data are protected. We encourage employees not to store your Data on such devices unless it is reasonably necessary for them to do so to perform a specific task as outlined in this Privacy Policy.
- We train our employees to comply with this Privacy Policy and conduct monitoring activities to ensure ongoing compliance and to determine the effectiveness of our privacy management practices.
- Any [Data Processor](#) that we use is contractually required to maintain and protect your Data using measures that are substantially similar to those set out in this Privacy Policy or required under applicable data protection law.

In case required by the applicable legislation, if a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise processed, will be notified to you and to the competent data protection authority as required (for example, unless Data is unintelligible to any person or the breach is unlikely to result in a risk to your rights and freedoms and those of others).

[Customers](#) are responsible for maintaining the security of any password, user ID or other form of authentication involved in obtaining access to the [Connected Services](#) and their account. In order to protect you and your data, we may suspend your use of any of the [Connected Services](#), without notice, pending an investigation, if any security issue arises. Access to and use of password

	protected and/or secure areas of any of the <a href="#">Connected Services</a> or your associated account are restricted to authorized users only. Unauthorized access to such areas is prohibited and may lead to criminal prosecution or civil action.
<b>What this Privacy Policy does not cover</b>	<p>This Privacy Policy explains and covers processing that we carry out as <a href="#">Data Controller</a>. This Privacy Policy does not cover processing carried out by subjects other than us, including and in particular:</p> <ul style="list-style-type: none"> <li>- processing carried out by <a href="#">Our Network</a>;</li> <li>- processing carried out by <a href="#">Car Manufacturers</a> as independent <a href="#">Data Controllers</a>;</li> <li>- processing carried out by other <a href="#">Commercial Partners</a> as independent <a href="#">Data Controllers</a> of certain additional <a href="#">Connected Services</a>.</li> <li>- processing carried out by national emergency number operators in case of emergency calls (eCall);</li> <li>- processing carried out by regulatory authorities, law enforcement or other judicial or government entities.</li> </ul> <p>Regarding these cases, we are not responsible for any processing of your Data that is not covered by this Privacy Policy.</p>
<b>Usage of data for other purposes</b>	If we should need to process your Data differently or for purposes other than those indicated herein, you will receive specific notice before such processing begins.
<b>Changes to the Privacy Policy</b>	We reserve the right to adapt and/or change this Privacy Policy at any time. We will inform you of any substantial adaptations/changes.
<b>License</b>	The icons illustrated in this Notice are " <a href="#">Data Protection Icons</a> " by Maastricht University European Centre on Privacy and Cybersecurity (ECPC) <a href="#">CC BY 4.0</a> .
<b>Definitions</b>	<p><b>Aggregated information:</b> refers to statistical information about you that does not contain your Personal Data.</p> <p><b>Application:</b> means any mobile application for Connected Services.</p> <p><b>Brand:</b> means Fiat, Fiat Professional, Alfa Romeo, Lancia, Jeep, Abarth, Peugeot, Citroën, DS Automobiles, Vauxhall or Opel (as applicable).</p> <p><b>Car Manufacturers:</b> singularly or collectively refers to the following entities acting as manufacturer of Vehicles: Stellantis Europe S.p.A. Corso Agnelli 200, 10135 Turin, Italy; Stellantis Auto S.A.S., 2-10 Boulevard de l'Europe, F-78300 Poissy, France; Opel Automobile GmbH, Bahnhofplatz, D-65423 Rüsselsheim am Main, Germany. For the purpose of this Privacy Policy the Car Manufacturer is the one producing a specific Vehicle brand currently as follows: Stellantis Europe S.p.A. for Fiat, Fiat Professional, Alfa Romeo, Lancia, Abarth and Jeep; Stellantis Auto S.A.S. for Peugeot, Citroën and DS automobiles; Opel Automobile GmbH for Opel and Vauxhall.</p> <p><b>Combination and/or Crossing:</b> this is the set of fully automated and non-automated operations which we combine with the Data inferred by your activity, the Data provided by you to provide the Connected Services.</p> <p><b>Commercial Partners:</b> means third-party entities to whom we communicate the Data strictly necessary for providing Connected Services that you have required but that are not provided directly by us (eg. Internet connection for the Vehicle). We will only communicate the Data strictly necessary for providing those services. Each of the above carries out the processing as the Independent Data Controller of your Data.</p> <p><b>Connected Services:</b> refers to the set of services described in the General Conditions of the Data Controller, as well as the standard and optional services, if activated.</p> <p><b>Customer:</b> refers to the person who signed the General Conditions for the Connected Services.</p> <p><b>Data Controller:</b> refers to the legal person, public authority, service or other entity which, individually or collectively determines the purposes and means for processing your Personal Data. In other cases, it is preceded by the word "independent" (e.g. "Independent Data controller") to indicate that your Personal Data is processed by a subject other than the Data Controller.</p> <p><b>Data Processor:</b> refers to an entity that we engage to process your Personal Data solely on behalf of and pursuant to the written instructions of the Data Controller.</p> <p><b>Device Sensors:</b> depending on your Device, these are sensors such as accelerometers, gyroscopes, Bluetooth, Wi-fi and GPS which one way or another share the information they collect through the Device and therefore through the Application. If enabled by the Device settings, these allow us to obtain Information about your location.</p> <p><b>Device:</b> means the electronic Device (e.g. smartphone, smartwatch) on which you downloaded the Application and/or with which you access the Connected Services.</p> <p><b>General Conditions:</b> mean the "General conditions of connectivity-based services" you signed when you activated the Connected Services, which is always available on Our Websites and Application.</p>

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**Our Network:** these are retailers and/or dealers and/or repairers with whom the Data Controller has signed commercial agreements for the sale of its vehicles and fleets, and who provide assistance services.

**Our Websites:** include our social network pages and some sections of Our Network's websites where this privacy policy is available.

**Personal Data:** means any information relating to an identified or identifiable natural person. Examples include, e-mail address (if it refers to one or more aspects of an individual), name and surname, an ID document, a mobile phone number or Unique Identifiers such as a Vehicle Identification Number (VIN). For your convenience, we will collectively indicate all Personal Data mentioned so far as "Data".

**Unique Identifiers:** means information that uniquely identifies you or through which you may be identified. On a Vehicle, the Unique Identifiers are the license plate number and Vehicle Identification Number (VIN).

**Vehicle Data:** means any technical, diagnostic and real-world data that is possible to collect via the Vehicle Device installed on the Vehicle (e.g., location, speed and distances, engine running time and turning off time; if the battery cable is cut, battery diagnostics, movements with the key out, presumed collision, as well as diagnostic data such as, but not limited to oil and fuel levels, tire pressure and engine status).

**Vehicle Device:** means singularly or collectively a device capable to collect Vehicle Data and the telematic Device (and associated sim card) installed on the Vehicle and better described in the General Conditions.

**Vehicle Sensors:** these are sensors such as Wi-fi and GPS which in one way or another share the information they collect through the Vehicle Device.

**Vehicle:** refers to a vehicle of a brand of Stellantis Group.

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