

## Terms and conditions of sale and use of Connected Navigation and Connected Voice Command (“Connected navigation Pack Plus”) and Privacy Statement

### 1. Purpose

The purpose of these terms and conditions of sale and use (“**Conditions**”) is to define the terms, conditions and procedures for signing-up (initial subscription and renewal) and operating Connected Navigation and Connected Voice Command services (“**Connected Navigation Pack Plus**”) subject to country scope or availability (as detailed further in these Conditions) which are individually and collectively referred to as “**the Services**” (as applicable) throughout these Conditions. These Services are supplied by the Service Provider (as defined in clause 2 below) and are for use with the vehicle purchased being one of those offered by the brands of the Manufacturer as defined and listed in Appendix 1.B.1. and which is technically eligible and fitted with an in-car navigation system and touch screen (“**the Vehicle**”)

These Conditions apply to the Services (including renewal) with variations depending on the Service.

Where a person subscribes to the Services, the contract is made between the Service Provider and that person (the “**Customer**” or “**you**”, as defined in clause 3.1 below) and consists of:

- these Conditions including Appendices 1.A and 1.B and 4 and, where applicable,
- the subscription form, to which these Conditions are attached or as set out on the applicable vehicle brand online connect store, as set out in Appendix 1.B.2 (the “**Brand Connect Store**”), and
- the Privacy Statement, set out in Appendix 2,

(referred to as “**the Contract**”).

We recommend that you carefully read the applicable terms and policies that make up this Contract, including our Privacy Statement, before using the Services. If you use third party services, you acknowledge that the applicable terms of service made available by that third party is a binding agreement solely between you and that third party, and not between you and the Service Provider or the Manufacturer, and that we are acting solely as an intermediary between you and that third party. We are not responsible for the terms of service made available by such third party, including any wireless service provider, and we have no obligations or liabilities under those terms of service.

### 2. Service Provider and Data Disclosures

#### 2.1. Company providing the Services

The Services are offered by PSA Automobiles SA, whose registered office is at 2-10 Boulevard de l'Europe 78300 Poissy, France, or such other subsidiary of Stellantis as notified from time to time (“**the Service Provider**” or “**we**” or “**us**”).

The navigation unit and touch screen are originally supplied by the vehicle point-of-sale in the Manufacturer’s network named on the vehicle order form (“**the Retailer**”).

We agree to make the Services available to you, provided that you accept these Conditions.

#### 2.2 Automatic activation of network communications link

After the Customer has subscribed to a connected service provided by the Service Provider (such as the Services), a network communication link is established between the Vehicle and the respective device management server and maintained to

perform the necessary data disclosures for the connected service(s). In most of the cases, the network communication link will be automatically activated but in specific cases a physical activation operation must be carried out by a dealer. Please contact the Customer Contact Centre for more information (details for which are as set out in condition 9 below).

If the Customer wishes to have control of the data disclosures, the Customer can choose at any time to restrict the respective data disclosures, including the disclosure of geolocation or voice data 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 Customer Contact Centre for more information.

If the Customer chooses to restrict the data disclosure, in particular the disclosure of geolocation data, this may limit the provision of the Services.

Data disclosures necessary to perform the connection, device management, soft- and firmware updates and to manage default codes are not affected by Privacy Settings.

Customers undertake to inform any person using the Services or occupying a place in the Vehicle of data collection and disclosures as further detailed in clauses 4 and 14 (Personal Data) below.

### **3. Terms and conditions of Subscription - Duration - Renewal**

#### **3.1 Conditions of subscription**

The Customer, who is a registered keeper or owner or long-term lessee of a Vehicle, can sign up for the Services.

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

#### **3.2 Procedure for Subscription, Duration and Renewal**

##### **3.2.1 At the Retailer's point-of-sale if applicable:**

In the event of purchasing, at a Retailer's point-of-sale, a new Vehicle fitted with an in-car navigation system and touch screen as standard or optional extra, the Services, are free of charge for a period of 36 (thirty-six) months and are only available as a bundle.

During this 3-year period 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. The termination information will be made available on the Vehicle Brand websites at least 30 days before the end of the Service.

##### **3.2.2 Online at the Brand Connect Store**

In the event of purchasing a Vehicle fitted with an in-car navigation system and touch screen as standard or optional extra, the Services, are free of charge for a period of 36 (thirty-six) months and are only available as a bundle.

This free offer is available for a Vehicle having not reached 36 (thirty-six) months of age, starting on the first day of the Manufacturer's new vehicle warranty period, as set out on the registration card, and only if this free offer has not been subscribed to before for this Vehicle.

When the Vehicle has not reached 36 (thirty-six) months of age, starting on the first day of the Manufacturer's new vehicle warranty period, as set out on the registration card, and a free offer has already been subscribed to before for this Vehicle, you will benefit from the remaining period of this free offer.

During the above mentioned 3-year period 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. The termination information will be made available on the

Vehicle Brand websites at least 30 days before the end of the Service.

After any contractual period, the Customer may renew the Services for a period of 12 (twelve) or 36 (thirty six) months for an additional price, unless the communication network(s) used for their delivery is (are) no longer available due to 4G network switch off decided by the telecommunication carriers.

During these 12 (twelve) or 36 (thirty six) month periods, 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. In case of termination the Service Provider and/or the Manufacturer will send a previous notice to the Customer at least 30 days before the end of the Services and the price will be refunded to the Customer prorata temporis depending on the period of availability of the Services.

The Brand Connect Store is a website administered by the Service Provider either itself or on behalf of the Manufacturer where the Customer can sign up for, or renew the Services or buy or subscribe to additional services, applications or functionalities. The Brand Connect Store is updated from time to time with new services, applications and functionalities.

These Conditions may be modified at renewal and Customers are requested to approve the new version.

## **4. Description of the Services**

### **4.1 General provisions**

The Services consist of on-board access in the Vehicle to the Services described in clause 4.2 below, by means of the touch screen fitted in the Vehicle or by voice command. The Services require connected vehicle capabilities to perform connected features described in clause 4.2 below and

necessary updates over the air of on-board firmware and software to provide the Services (see clause 2 and 8).

Customers undertake to comply with the terms of the Contract and the obligation to limit use of the Services to normal private individual use, in accordance with the laws and regulations in force and third party rights. The Services are only for providing personal information to the Customer. No commercial use of data presented within the Services, even partial, is allowed by you.

If the Service Provider determines that your usage of the Services is so excessive that it interferes or could interfere with the Service Provider's ability to provide timely, high-quality Services to its other subscribers, or if the Service Provider determines that your usage constitutes a nuisance, or abusive use, or is otherwise not consistent with the requirements of these terms and conditions, the Service Provider may, at its discretion, suspend or terminate all or part of the Services provided to you, without advance notice.

For more information on the content, terms, conditions and procedures for using the Services Customers are able to consult the FAQ section following the link set out in Appendix 1.B.2 or to get in touch with the relevant Customer Contact Centre details of which are given in clause 9 below.

The Services involve geolocation of the Vehicle and voice data. Understanding that it will limit the provision of the Services, you can deactivate the geolocation of the Vehicle at any time and free of charge, by carrying out the procedures described in the Vehicle documentation or by contacting the Customer Contact Centre. Customers are informed and accept that in the event the data-sharing device is disabled, it will not be possible to provide certain Services. Customers have to reactivate the device to access the relevant Services.

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.

The Customer may incur mobile service provider's charges for using mobile data, SMS or voice services if the Customer uses a smartphone for certain features where they are able to pair their phone through Bluetooth or whilst using the mirroring function available through eg Apple CarPlay™ or Android Auto™

Therefore, you may be billed for additional fees by your mobile service provider, and you must therefore check with your mobile service provider as to its charging structure for such use of mobile services. Clearly, your mobile service provider is a third party and separate from us, so we have no responsibility for the charges which your mobile service provider charges you. If, in relation to such functionalities, you do not wish to use your mobile service provider package or incur charges with your mobile service provider, then you must not use the smartphone for such functionalities.

## 4.2 Description of the Services

Subject to clause 3 above in relation to automatic termination and clauses below regarding cancellation or early termination, Customers acquire the right to use the Services described below for the period subscribed for.

### 4.2.1 Connected Navigation

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.

When the traffic management option is in manual or semi-automatic mode, users may be offered alternative routes in case of changes in traffic conditions on the planned route. In automatic mode, the route is automatically recalculated in real-time in case of changes in traffic conditions along the route planned.

- 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, provided that this information is collected by the Service Publisher.
- 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.  
For each car park, free spaces and the price are stated, provided that this information is collected by the Service Publisher.
- Fuel Prices: This service allows fuel stations to be displayed along the driver's route and at destination, as well as on the Vehicle's navigation system map.  
The location of the fuel stations and the last available price of fuel are displayed for indicative purposes only, provided that this information is collected by the Service Publisher.
- Charging Points: (available on plug in hybrid electrical vehicles or electrical vehicle only) 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, provided that this information is collected by the Service Publisher.

- Online search: Provided that this information is collected by the Service Publisher, 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. Online search allows access to real time map information following the latest update provided by the Service Publisher for more accurate and relevant searching capability. 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: Provided that this information is collected by the Service Publisher, 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 following the latest update provided by the Service Publisher. 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: 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. Please refer to the FAQs and/or further terms and conditions in the link in Appendix 1.B.2 for more information. 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 , please refer to the FAQs and/or further terms and conditions in the link in Appendix 1.B.2 for more information. 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.

For the *Parking information, Fuel Prices, Charging Points and Online search* , users can click on the point-of-interest of their choice to select it as their destination or, if the telephone number is available, make a call provided that they have previously connected their smartphone via Bluetooth or by using the mirroring function on their smartphone such as Apple CarPlay™ or Android Auto™. They can also enter the point-of-interest coordinates into the mapping database on the Vehicle's navigation system.

#### 4.2.2 Alert Service

This Service enables radar, danger zones or risk areas present along the driver's route to be displayed (see clause 5.2.1 below). An audio and visual alarm is emitted when the driver is approaching a radar or danger 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 Service Provider 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 the table accessed via the link in Appendix 1.A or ask your Customer Contact Centre for more information.

### 4.2.3 Connected Voice Command

Connected Voice Command includes the following features, provided that this information is collected by SOUNDHOUND INC. a US company, whose principal business is at 5400 Betsy Ross Drive, Santa Clara, CA 95054 USA (“**Voice Command Service Publisher**”) or by any third party designated or contracted by the Voice Command Service Publisher. The following features are also subject to availability in the territories concerned as set out in Appendix 1.A

- 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 (AI) 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 4.2.1 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 Connect Box as explained in the Owner’s Manual or Handbook (either through Bluetooth or mirroring connection eg through Apple CarPlay™ or Android Auto™)

- Additional connected features may be provided in the current life of the Vehicle when available, by virtue of the over the air process described in the digital documentation on the brand web site or available according to the country in the central screen of the Vehicle. They 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 , please refer to the FAQs and/or further terms and conditions in the link in Appendix 1.B.2 for more information. If using wifi through the wifi in the Customer’s smartphone, this could incur extra charges through their mobile service provider.

### Operating the 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.
- Once activated, the Connected Voice Command function is triggered either by pressing the Connected Voice Command button on the steering wheel, on the touch screen of the in-car navigation unit or by the user using the “wake up word” specific to each Manufacturer brand (as specified in Appendix 4).
- 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 Connected Voice Command services.
- The “wake up word” cannot be deactivated by the user. However, by choosing the respective Privacy Settings as set out in the Owner's Manual or Handbook the user can prevent disclosure of data outside the Vehicle.
- You are reminded to inform passengers in the Vehicle that the 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 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. Appendix 1 A includes a list of countries and available languages which may be updated from time to time by the Service Provider.

#### **4.2.4 Non-connected service features**

**Navigation and Route prediction:** this service is part of the Vehicle's embedded and on board Electronic Control Unit and operates even without subscription to the connected Services. This feature will suggest to the Customer destination predictions or route suggestions based on historical user behaviour using particular algorithms. Data are not exchanged with or stored in the cloud. This service could be disabled in the Navigation Settings of the Connected Navigation function.

**Non-connected voice command:** this service is part of the Vehicle's embedded and on board Electronic Control Unit and operates even without subscription to the connected Services. This feature will allow users to request the same information specified for Connected Voice Command above, but the response time will be slower.

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

The data accessible via the Services is provided as an indication only and the Service Provider cannot warrant its exhaustiveness or accuracy at the time the Services are used. The Customer acknowledges that the map data, due to its nature, can never fully represent the true state of the road network at any given moment. 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 all applicable road rules and therefore the user should not use certain functions which could be in breach of such requirements.

Users should also check the regulations on the use of data from the Services in the country in which they are located. Some Services or part of such Services 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 specific Services are available and the languages Connected Voice Command is available in Appendix 1.A or ask your Customer Contact Centre for more information.

#### **4.4 Changes to the content of the Services**

The Service Provider may propose changes to the Services. Access to these changes and upgrades may possibly be subject to the Customer expressly accepting a new version of these Conditions.

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

If any changes would materially reduce the benefit or functionality of the Services and the changes are not due to any amendment in to applicable regulations or legislation, the Customer may cancel the Contract under clause 10 below and price paid for the Services (if any) will be refunded to the Customer prorata temporis depending on the remaining period after the cancellation for which the price had been pre-paid.

If you wish to undertake any other lawful use which you believe is not referenced in these Services, then please consult us beforehand to check that such use is expressly permitted, to avoid the risk of you incurring liability to us for a potentially prohibited use.

Except as required by law (refer in particular to clause 13.2.3 below), we are not obligated to provide any maintenance or support for the Services, technical or otherwise. If we provide any maintenance or support for the Services, we may stop any such maintenance, support, or services at any time.

#### **5. Access to the Services and operating conditions**

### **5.1 Access to the Services**

#### **5.1.1 Terms and conditions of access**

The Services may be accessed according to the connectivity mode described below.

**Please note that the Customer may not change the connectivity mode, as this is part of the equipment of the Vehicle.**

#### **Connectivity via the Connect Box equipment**

All vehicles are equipped with the Connect Box equipment including an integrated SIM card and including transmission of the data needed to access the Services.

#### **5.1.2 Activation**

On average, the Services will be activated and available within one (1) hour of subscription but actual time taken may vary. Effective availability of the Services assumes that the conditions provided for in clause 5.2.2 below have been met.

### **5.2 Operating conditions of the Services**

#### **5.2.1 Territory**

The Services are accessible in the countries listed in Appendix 1.A, subject to mobile telephony network coverage and subject to availability of language for Connected Voice Command as specified in these Conditions. Note that the Alert Service may not be available in certain territories as specified in Appendix 1. A.

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.
- Connected Voice Command: the availability of the language and vehicle commands will depend on the countries (please refer to the table accessed via the link in Appendix 1.A)

### 5.2.2 Conditions of information feedback

Information delivered pursuant to the Services may only be transmitted if the following conditions are met:

- the Vehicle's engine must be running and the Vehicle must be in one of the countries listed the table accessed via the link in Appendix 1.A, subject to coverage by a mobile telephony operator (without technical, atmospheric or topographical limitation disrupting the said coverage). If the engine is not running or if the Vehicle is not in one of the aforesaid countries or if the Vehicle is in a zone not covered by a mobile telephony operator network, the information is acquired and fed back the next time the engine is started up in one of the countries covered, subject to coverage by a mobile telephony operator;
- the user has activated the data-sharing device of the navigation system, as this is necessary to deliver the Services; and
- the Services cannot function if the Connect Box or components necessary for the Services to operate are damaged due to an accident, theft or any other event.

## **6. Prices - Terms and conditions of payment - Billing**

### **6.1 General provisions**

Subject to the provisions of clause 3.1, the Services may be subscribed to in the Retailer's point-of-sale or online at the Brand Connect Store.

### **6.2 Subscription at the Retailer's point-of-sale**

The applicable prices (if any) are those displayed at the Retailer's point-of-sale, who distributes the Services on behalf of the Service Provider. They include all taxes. Renewal can only take place online via the Brand Connect Store.

### **6.3 Online subscription and renewal of Services**

The applicable prices for the Services ordered online from the Brand Connect Store are those displayed on the Brand Connect Store. The prices indicated are in New Zealand dollars and include goods and services tax. The Customer can pay for the Services by means of the payment options offered on the Brand Connect Store.

## **7. Buying and Renewing Services Online**

When the Customer subscribes for or renews the Services online at the Brand Connect Store the Contract is formed as set out below:

- a. upon completing the ordering process on the Brand Connect Store webpages, the Customer will have made a binding offer to the Service Provider to enter into the Contract.
- b. the Service Provider will immediately confirm the receipt of the order by sending an email to the Customer. The order is sent merely as notice to the Customer about the receipt of his offer and will not yet form a contract, i.e. it will not be deemed an acceptance of the Customer's offer.

c. the Contract will not begin until the Service Provider has confirmed its acceptance of the order within seven (7) days of the Customer's order, either via email or by activating the respective Service in the Vehicle. The Service Provider will notify the Customer without undue delay if the Service Provider does not accept the order.

## **8. Remote device management & remote software & firmware updates**

As an integral part of the Services related to the performance of this Agreement, necessary device management and necessary software and firmware updates related to the soft- and firmware for the named connected 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.

## **9. Customer Contact Centre**

Customers may get in touch with the relevant Customer Contact or Relations Centre for any request for information or complaint relating to the Services, as stated in Appendix 1.B.3.

The Service Provider will aim to respond to complaints from customers within a reasonable period of time and use reasonable efforts to find a satisfactory solution.

If we need to contact you in order to verify the correct compliance by the Service Provider of the terms and conditions of this Contract; or in connection to the provision of any improvement or additional Service from those described herein, or for the purpose to get additional information from you in connection with the use of the Service, then we will do so using the contact details which you provide to us, including through electronic mail.

## **10. Cancellation**

### **10.1 Cancellation of the Services**

#### **10.1.1 Cancellation of Services ordered online from the Brand Connect Store**

Customers who are consumers have the right to cancel the Contract within 14 (fourteen) days without giving any reason. The cancellation period will expire after 14 (fourteen) days from the day of the conclusion of the Contract as described in clause 7 above. To exercise the right to cancel, the Customer must inform the Service Provider (see details in clause 9 above) of their decision to cancel the Contract by a clear statement (e.g. a letter sent by post, or e-mail). The Customer may use the cancellation form set out in Appendix 3, but it is not mandatory to use this form. To meet the cancellation deadline, the Customer must postmark their communication concerning their exercise of the right to cancel before the cancellation period has expired.

If the Customer cancels the Contract before the cancellation deadline, the Service Provider will reimburse the Customer all payments received from the Customer (if any) for the terminated Services. The Service Provider will make the reimbursement without undue delay, and no later than 14 (fourteen) days after the day on which the Service Provider is informed about by the Customer of the Customer's decision to cancel the Contract. The Service Provider will make the reimbursement using the same means of payment as the Customer used for the initial transaction, unless the Customer has expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of the reimbursement.

The Customer may also cancel the Contract at any time after the cancellation deadline by following the same process as outlined above.

#### 10.1.2 Scrapping of the Vehicle, or Customer compensation from his insurance company following the theft of his Vehicle

The Services shall end in the following cases: scrapping of the Vehicle, or Customer compensation by his insurance company following the theft of the Vehicle.

The Customer must then inform the Service Provider at the address in Clause 9 above.

Customers must also send to the Service Provider, at the address above, the supporting documents (copy of certificate of scrapping or compensation from the insurance company).

#### 10.1.3 Cancellation at the initiative of the Service Provider

In case of a failure by the Customer to make payment for the Services when such payment falls due or in the case of a breach of the Contract by the Customer, (including making use of the Services over and above normal private use or in using the Services contrary to the laws and regulations in force), the Service Provider will have the option to:

- suspend all or part of the Services with immediate effect
- terminate all or part of the Services if the Customer fails to remedy the breach within ten (10) days after the Service Provider sends the Customer a written notice to comply with the Contract.

#### 10.1.4 Our right to terminate the Services.

To the extent permitted by law and unless prohibited by law, we reserve the right to terminate your participation in or access to all or part of the Services and this Contract if you have violated this Contract. For example, we may terminate this Contract immediately if: (i) you breach any obligation of this Contract; (ii) any person or party acting by, through, for, or in concert with you takes any action inconsistent with this Contract; (iii) you engage in, encourage, or participate in any unlawful, deceitful or fraudulent conduct in any way relating to this Contract or any of the Services

#### 10.1.5 Automatic termination of the Services.

Automatic termination will take place in the circumstances outlined above in clause 3 of these Conditions.

### **11. Malfunction of the Services**

Should the Customer find any malfunction in the Services, he or she should:

- make sure that it is indeed a malfunction and not a user error, by checking the Vehicle Handbook/Owner's Manual and/or consulting the frequently asked questions on the Manufacturer's website
- in other cases, contact the relevant Customer Contact Centre of the Manufacturer, as stated in Appendix 1.B.3.

### **12. Force majeure**

Neither party shall be in breach of this Contract nor liable for delay in performing, or

failure to perform, any of its obligations under this Contract if such delay or failure result from force majeure events.

A force majeure event is an event beyond the reasonable control of a party and it is agreed that the following events will be considered to be force majeure events:

- an order from the public authorities imposing the total or partial suspension of service of the mobile telephony operator used for the Services; or
- a partial or total malfunction arising from disruptions to or interruptions in the means of communication provided by the telecommunication operators used for the Services; or
- collective industrial conflicts at the Manufacturer, Service Provider or its suppliers.

## 13. Limitations - Liability

### 13.1 – Limitations of the Services

Without prejudice to the provisions of article 3 (Subscription - Duration), the performance of the Services may be affected if the communication network(s) used for its delivery is (are) saturated due to 2G and/or 3G and/or 4G network switch off decided by the telecommunication carriers.

The actual coverage of mobile telephony networks, the topography of the location and atmospheric conditions can, in certain places and at certain times, amount to a limitation on the operation of the Services, outside of all control of the Manufacturer.

Whilst the Service Provider uses reasonable efforts to ensure the availability of the Services, the Service Provider does not guarantee that the Services will be provided without interruption or will operate error free.

The Service Provider does not guarantee the accuracy or otherwise of the information received by means of the Services.

### 13.2 Liability

#### 13.2.1 Non-business Customers

The following clauses apply where the Customer is a consumer:

To the extent permitted by law, the Service Provider shall incur no liability for any loss, damage, cost or expense to the extent that this has arisen due to the Customer's use of the Services in a manner contrary to the laws of the country in which it is used or the incorrect or wrongful use by the Customer or any third parties of the Services.

Similarly, to the extent permitted by law, the Service Provider has no liability in relation to the Service being unavailable or interrupted where this is due to interruption in the communication networks enabling access to the Services, total or partial unavailability of the Services due to the telecommunications operator, or of problems connected with the security of transmissions due to the telecommunications operator.

If the Service Provider fails to comply with these terms, the Service Provider is responsible for loss or damage the Customer suffers that is a foreseeable result of its breach of the Contract or the Service Provider's negligence, but the Service Provider 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 Service Provider's breach or if they were contemplated by the Customer and the Service Provider at the time they entered into this Contract. Consequently, we will have no liability to you for any loss of profit, loss of business, business interruption, consequential damages, indirect damages, or loss of business opportunity.

The Service Provider only supplies the Service for domestic and private use. The Customer agrees not to use the Service for any commercial, business or re-sale purpose, and the Service Provider 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 Service Provider does not provide any assurance that any data which you record with the Services will be available at all times.

### 13.2.2. Business Customers

The following clauses apply where the Customer is buying the Services other than as a consumer:

Where the Customer is not a consumer, to the extent permitted by law, the Service Provider 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 Contract by the Service Provider, or its agents, in a sum which is greater than the total price paid by the Customer for the Services.

To the extent permitted by law, the Service Provider shall not be liable to the Customer in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss of profits, business, goodwill, reputation, revenue or business opportunity whether direct or indirect and for any other indirect or consequential (including economic) loss of any kind which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Service Provider or its agents.

13.2.3. Certain rights not affected Nothing in these Conditions shall operate so as to:

- a) 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
- b) exclude liability for fraudulent misrepresentation.

In particular nothing in these Conditions shall affect, limit or exclude any rights or remedies

the Customer may have under the Consumer Guarantees Act 1993, the Fair Trading Act 1986, or Subpart 3(Contractual Remedies) of Part 2 of the Contract and Commercial Law Act 2017 in relation to misrepresentation. Further information in relation to consumer rights in New Zealand can be found at <https://www.consumerprotection.govt.nz/> and <https://comcom.govt.nz/consumers>.

All references to statute or statutory provisions shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, and codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto.

## 14. Personal data

The Privacy Statement in Appendix 2 details the processing of personal data in relation to Customers who are data subjects.

Customers (including employers and fleet managers described below) undertake to inform any person using the Services or occupying a place in the Vehicle that (i) data (in particular geolocation and voice data) is collected and disclosed and (ii) the Voice Command Service is listening for “wake up words” and will continue to listen after the “wake up word” has been used and to remind them of the conditions specified in clause 4.2 above. The Customer is informed that they (and the other users) are responsible for erasing all data relating to them which they have entered and stored in the Vehicle's system.

Any Customer who is an employer and provides its employees with vehicles equipped with the Services will make sure that its employees comply with the rights and obligations of users of the Services. Consequently, it undertakes to:

- individually inform its employees who use the Services of the content of these general conditions;
- individually inform its employees who use the Services of the existence of processes containing personal data concerning them, of the exact purpose(s) and features of the Services, of the recipients of the data saved and of their rights to request access to and the correction of this data in accordance with the applicable regulations;
- comply with the applicable regulations regarding geolocation and voice data of employees and more generally regarding the processing of the personal data of its employees in accordance with the law.

Any Customer who is an owner, manager, or user of a fleet with vehicles equipped with the Services will make sure that its customers comply with the rights and obligations of users of the Services. Consequently, it undertakes to:

- inform the fleet drivers that the Services are available, and to obtain, pursuant to your Fleet Company policies, as many consents as are legally necessary for said driver to be able to drive it in accordance with the local legislation;
- individually inform its customers who use the Services of the content of these general conditions;
- individually inform its customers who use the Services of the existence of processes containing personal data concerning them, of the exact purpose(s) and features of the Services, of the recipients of the data saved and of their rights to request access to and the correction of this data in accordance with the applicable regulations;
- comply with the applicable regulations regarding the geolocation and voice data of customers and more generally regarding the processing of the personal data of its customers in accordance with the law.

## 15. Transfer of the Contract

15.1 In case of the sale of the Vehicle, the Customer may assign the Contract to the third party purchaser for consideration or free of charge and the Services would then be transferred for the remainder of the period indicated in clause 3.2. As a condition for a continued service, the Customer agrees to inform the purchaser of the Vehicle that the Vehicle is equipped with a navigation system with, among other capacities, the capacity to geolocate the Vehicle, voice data disclosure, the applicable connectivity mode, and, more generally, the conditions for using the Services and to provide the purchaser with the associated documents.

In the event that, at the request of the Customer, the geolocation on the Vehicle was deactivated, the Customer must inform the purchaser of the Vehicle of the real state of configuration of the Services as well as the procedure to be followed with a member of the Manufacturer's approved network in order to change the configuration of these Services, if necessary.

15.2 We may transfer this Contract to someone else. We may transfer our rights and obligations under this Contract to another organisation (but this will not affect your rights or obligations owed to you). We will always inform you in advance of the transfer if this happens (either by way of a general notice on our website or by email). If you are unhappy with the proposed transfer, then you may contact us to end the Contract at any time prior to the transfer, by writing to us (see details in clause 9 above).

## 16. Intellectual Property

The Manufacturer, Service Provider and their suppliers remain the sole holders of all of the intellectual property and industrial property rights pertaining to the Services. So that you are aware, numerous elements of the Services are protected by copyright laws -

trademark laws – and patent and utility models laws.

The Service Provider and its suppliers grant the Customer a licence to use the Services. This licence is granted for the whole period of subscription to the Services.

The elements protected in this way belong to the Manufacturer, the Service Provider, their subsidiaries and/or third parties who have authorised us to use them. Consequently, other than normal use as envisaged by this terms and conditions (and any use or operations mandated by law): any reproduction, representation, adaptation, modification, incorporation, translation or marketing, in part or in full, by means of any process, in any form and on whatever medium, of all or part of the Services, is prohibited.

## 17. Updates

Any update or change in the Services will be conducted under the following rules:

17.1. We may issue updates to the Services from time to time. Such updates may contain enhancements to functionality, performance, compatibility, reliability or security.

17.2. We may also change the Services and our privacy policy as it applies to the Services, by providing advance notice to you of the updated terms. Such changes may be made for reasons, which may include: changes in the features or functionality of the Services; compliance with laws; or changes in our operating model. If you do not wish to accept the updated terms, then you will have the ability to cease using the Services at that time and bring your Contract with us to an end by writing to us (see details in clause 9 above).

In such cases, we may modify this Contract by giving you notice or by asking you to read and accept a new version of this Contract. We may give you notice by posting a new version of the Contract on the Brand Connect Store. If you do not agree with any modification, then you may not use the Services and may cancel

the Contract in accordance with clause 10 above. Your continued access or use of any of the Services after our notice indicates your acceptance to the modified Contract.

If you cancel the Contract in the above circumstances, the price paid for the Services (if any) will be refunded to the Customer prorata temporis depending on the remaining period after the cancellation for which the price had been pre-paid.

## 18. Additional important terms

**18.1 Severability.** If any term or provision of this Contract, or of any document incorporated herein by reference, is held by a court of competent jurisdiction to be contrary to law, then that term shall be severed from this Contract, and the remaining provisions of this Contract or the service of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Each provision of this Contract shall be valid and enforceable to the extent permitted by law and unless prohibited by law.

**18.2 Waiver.** No term or condition of this Contract is waived and no breach is excused unless that waiver or consent is in writing and signed by the party claiming to have waived or consented. No consent by any party to, or waiver of a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach.

**18.3 References; Headings; Examples.** In this Contract, the article and section headings are for convenience of reference only and will not be considered in the interpretation of this Contract. Examples given in this Contract, which may be preceded by "including," "for example," "such as," or similar language, are solely intended to be illustrative and are not limitative.

18.4. Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms.

18.5. Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything which you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

## 19. Governing law

These Conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation:

- a) where the Customer is a consumer: shall be governed by and construed in accordance with the laws of New Zealand,
- b) Where the Customer is subscribing to the Services other than as a consumer shall

be governed by and construed in accordance with the laws of New Zealand.

## 20. Dispute resolution

20.1 In case of any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation, the parties agree to seek an amicable settlement to any dispute that may arise between them. .

20.2 If the dispute of claim is not settled, either party may issue court proceedings to the relevant court, where the dispute will heard under the laws of New Zealand. The parties will submit to the exclusive jurisdiction of the New Zealand courts.



## APPENDIX 1.A: SERVICES TERRITORY COVERAGE

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

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

	Service Store	Link to countries coverage
<b>Peugeot</b>	<a href="https://services-store.peugeot.co.nz">https://services-store.peugeot.co.nz</a>	XXX
<b>Opel</b>	<a href="https://connect.opel.co.nz">https://connect.opel.co.nz</a>	XXX

## APPENDIX 1.B: BRAND DETAILS

### 1.B.1 SERVICES AND BRANDS/MANUFACTURERS

The Services' names in New Zealand are set out as follows:

BRAND/MANUFACTURER	Connected Navigation “update” pack (refer to Section 1 and 4 in the Conditions)
Peugeot	<b>Connected Navigation Pack Plus</b>
Opel	<b>Connected Navigation Pack Plus</b>

### 1.B.2 BRAND CONNECT/SERVICES STORES AND WEBSITE DETAILS

The local brand connect stores and specific website links in New Zealand are set out as follows:

	Brand Connect /Service Stores	Website link for FAQ section (clause 4.1)	Website link for map updates (clause 4.2.1)
Peugeot	<a href="https://services-store.peugeot.co.nz">https://services-store.peugeot.co.nz</a>	TBC	Available through the MyPeugeot smartphone app”
Opel	<a href="https://connect.opel.co.nz">https://connect.opel.co.nz</a>	TBC	Available through the MyOpel smartphone app”

**1.B.3 CUSTOMER RELATIONS/CONTACT CENTRE DETAILS**

The contact details in New Zealand for clause 9 above are set out as follows:

	<b>Contact details</b>
Peugeot	<ul style="list-style-type: none"> <li>• By phone at 09 526 7010 (price of a local call from a landline), from Monday to Friday, 8 am to 5 pm. The Customer should state that his/her call relates to the Services;</li> <li>• online, at: <a href="https://www.peugeot.co.nz/tools/contact-us.html">https://www.peugeot.co.nz/tools/contact-us.html</a></li> <li>• by writing to: Peugeot Customer Relations Department, Auto Distributors NZ Ltd, 61 Mountain Road, Mount Wellington, Auckland, 1072</li> </ul>
Opel	<ul style="list-style-type: none"> <li>• By phone at 09 526 7010 (price of a local call from a landline), from Monday to Friday, 8 am to 5 pm. The Customer should state that his/her call relates to the Services;</li> <li>• online, at: <a href="https://www.opel.co.nz/tools/contact-us.html">https://www.opel.co.nz/tools/contact-us.html</a></li> <li>• by writing to: Opel Customer Relations Department, Auto Distributors NZ Ltd, 61 Mountain Road, Mount Wellington, Auckland, 1072</li> </ul>

## **APPENDIX 2: PRIVACY STATEMENT**

Your personal data will be processed for providing Connected Navigation and Connected Voice Command (part of the Services) by us, PSA Automobiles SA, 2-10 boulevard de l'Europe 78300, Poissy, France as controller, as follows:

We as controller process your personal data for the following purposes based on the following legal basis:

<b>Data</b> (mandatory data is marked with *)	<b>Purpose(s)</b>	<b>Legal basis</b>
1. Vehicle identification number (VIN)*, start and end of service (duration)	Activation	Art. 6 (1) 1 b) General Data Protection Regulation (GDPR)
2. Name*, surname*, street*, number*, postcode*, town/city*, start and end of service (duration)	Invoicing and administration of the Services	Art. 6 (1) 1 b) GDPR
3. UIN (unique identification number associated to the touch screen)*, geolocation of the vehicle*	Provide the Service Connected Navigation including e. g. online traffic, weather, parking information, fuel prices, online point of interest search	Art. 6 (1) 1 b) GDPR, Art. 6 (1) 1 a) GDPR regarding geolocation
4. Voice data* (this could include the last 3 seconds of conversation in the vehicle including the "wake up word"), GPS coordinate, unit preference*, system language*, list of available radio stations*, UserID*, DeviceID*, user's phonebook sync, user's USB music list sync	Providing the Service Connected Voice Command	Art. 6 (1) 1 b) GDPR, Art. 6 (1) 1 a) GDPR regarding voice data
5. VIN*, IP address*, IMEI/SIM Card number*, certificate number*, Service ID*, list of ECU concerned*, software and firmware status*, hardware version*, acknowledgement of the user a/o owner of the vehicle*, result (successful / not successful) of remote device management or remote software/firmware update*	Channel connection between the vehicle and the device management server, remote device management and remote software and firmware updates	Art. 6 (1) 1 b) GDPR
6. VIN*, IP address*, IMEI/SIM Card number*, certificate number*, Service ID*, list of ECU concerned*, software and firmware status*, hardware version*, acknowledgement of the user a/o owner of the vehicle*, result (successful / not successful) of remote device management or remote software/firmware update*	Channel connection between the vehicle and the device management server, remote device management and remote software and firmware updates	Art. 6 (1) 1 c) GDPR or - when applicable - Art. 6 (1) 1 d) GDPR

The data elements marked with a \* listed above are mandatory and contractual requirement. You are therefore obliged to provide the data. In case you don't provide the data, we cannot provide the Services.

Above mentioned data in section 1, 2, 5 and 6 will be stored for no longer than is required for the purposes for which the data may lawfully be used (and in any case for no longer than 10 years after termination of the Services). Above mentioned data listed in section 3 will be stored for 24h. Above mentioned data in section 4 will be stored for 300 s except for voice data, that will immediately be converted in anonymised audio file and deleted afterwards. Regarding the user's phonebook sync and user's USB music list sync the previous list is removed and replaced by the new one when new pairing occurs; unused data are removed after 28 days.

### **Recipients**

We disclose your personal data for the below listed purposes to the following recipients:

<b>Data</b>	<b>Purpose(s)</b>	<b>Recipient(s)</b>
Above mentioned data in section 3.	Registration and providing the Services	TOMTOM SALES BV, 154 De Ruyterkade, 1011AC, Amsterdam, The Netherlands
Above mentioned data in section 4.	Providing the Service Connected Voice Command	SoundHound INC., 5400 Betsy Ross Drive, Santa Clara, CA 95054 USA. SoundHound is located outside the European Economic Area (EEA) in the USA and therefore in a country without adequate level of data protection. There is no adequacy decision of the European Commission but there are appropriate safeguards in place, which are in this case EU Standard Contractual Clauses. In order to obtain a copy please send an email to <a href="mailto:privcayrights@mpsa.com">privcayrights@mpsa.com</a> .
Above mentioned data in section 2.	Invoicing	HiPay SAS, 94 rue de Villiers, 92300 Levallois-Perret, France
Above mentioned data in section 2.	Administration of the Services	Respective Brand as provider of Customer Care: Automobiles Peugeot, Automobiles Citroën at 2-10 boulevard de l'Europe, 78300 Poissy, France. Opel Automobiles GmbH at Bahnhofspatz, 65423 Rüsselsheim am Main, Germany.

### **Geolocation and voice data**

Understanding that it will limit the provision of the Services, you can deactivate the geolocation of the vehicle at any time or deactivate the disclosure of data (including voice data) at any time, via the system settings menu. You can reactivate the Services at any time.

You undertake, under your sole responsibility, to inform anyone using the vehicle or travelling as a passenger in the vehicle of the collection and disclosure of geolocation and voice data.

You are responsible for erasing all data related to you that you have entered and stored in the vehicle's system.

### **Your Rights**

As data subject, you have the right of access, right to rectification, right to erasure (right to be forgotten), right to restriction of processing, right to data portability, right to object to processing of personal data concerning you which is based on Art. 6 (1) 1 e) or f) GDPR or where the personal data are processed for direct marketing purposes in accordance with the applicable law.

Under the New Zealand Privacy Act 2020, you have rights to receive confirmation of whether we hold personal data about you and to have access to such personal data. You also have rights to request the correction of your personal data.

Please note that your above mentioned rights are restricted by law and must be fulfilled by us possibly only under certain conditions.

If you want to claim your above-mentioned rights please contact us per email ([privacyrights@mpsa.com](mailto:privacyrights@mpsa.com)).

Your personal data can be updated by us as the responsible controller at any time (e.g. change your address).

To exercise your right to lodge a complaint (Art. 77 GDPR) please contact Commission Nationale de l'Informatique et des Libertés (CNIL), 3 Place de Fontenoy, TSA 80715, 75334 Paris cedex 07, France ([www.cnil.fr](http://www.cnil.fr)) or contact a supervisory authority. In New Zealand this is the Office of the Privacy Commissioner.

### **Contacting PSA Automobiles SA**

PSA Automobiles SA, 2-10 Boulevard de l'Europe, 78300 Poissy, France. For detailed inquiries, you may contact the relevant Customer Relations Centre, as stated in Appendix 1.B.3.

### **Contacting the Data Protection Officer**

PSA Automobiles SA, Data Protection Officer, Case Courrier YT238, 2-10 Boulevard de l'Europe, 78300 Poissy, France

**APPENDIX 3: CANCELLATION FORM FOR ONLINE SERVICE CONTRACTS**

**To:** Please include the address of the local Customer Contact Centre for all Brands

I hereby give notice that I cancel my Contract for the supply of the following services:

Connected Navigation and Voice Command Services

**Ordered on:**

**Name of consumer:**

**Address of consumer:**

**VIN Number (\*):**

**Signature of consumer(s) (only if this form is notified on paper),**

**Date**

**Please note that the information market with an asterisk (\*) is optional.**

**APPENDIX 4: CONNECTED VOICE COMMAND WAKE UP WORD**

	<b>Wake up word for voice command</b>
Citroën	Hello Citroen
Peugeot	OK Peugeot
DS	OK IRIS
Opel	Hey OPEL
Vauxhall	Hey Vauxhall