

**TERMS AND CONDITIONS OF USE:  
Pairing Process of the Vehicle to the Customer's MyDS Account**

Vehicles may be equipped depending on their technical compatibility with standard or optional features providing connected services accessible from a SmartDevice.

By pairing his/her MyDS Account (as defined below) with the Vehicle (as defined below), the Customer achieves an essential step required to activate the selected connected service.

**1. Definitions**

**«Application»:** the MyDS mobile application, which has its own general terms and conditions of use ("MyDS T&Cs"), available free of charge on the Apple Store or Google Play Store and downloadable on the Customer's SmartDevice. The Customer may create and/or access his/her MyDS Account via either the Application or the Services Store, at the following address: <https://services-store.dsautomobiles.co.uk/>.

**«Customer»:** the person who owns or holds a long-term lease on a Vehicle and who, via the Pairing Process, is able to confirm that he/she is the user of, and in possession of, the Vehicle.

**«Customer Contact Centre»:** the customer relations department (whose contact details are set out at condition 4) available to assist with any inquiry or complaint about the Pairing Process of his/her MyDS Account to the Vehicle.

**«Manufacturer» and/or «Brand»:** PSA Automobiles SA trading as DS Automobiles, whose registered office is at 7 rue Henri Sainte-Claire Deville 92500 Rueil-Malmaison, France.

**«MyDS Account»:** The Customer's account on the Application, which is required to access the Service. The Customer may create and/or access his/her MyDS Account via either the Application or the Services Store. A Vehicle may only be paired with one MyDS Account (unique email address).

**«Pairing» and/or «Pairing Process»:** the connection of the Vehicle with the Customer's MyDS Account resulting from the Pairing Process, described in these T&Cs, successfully completed by the Customer.

**«Service(s)»:** the connected service of the Vehicle provided by the Brand and/or Manufacturer that can be activated and/or used by the Customer once the Pairing has been successfully completed. The Service allows the Customer to be kept informed and check the Vehicle's state of charge and/or remaining battery life, to remotely schedule and/or start the Vehicle's (i) battery charge and/or (ii) air conditioning and/or (iii) heater.

**«Services Store»:** available at <https://services-store.dsautomobiles.co.uk/>

**«SmartDevice»:** any internet-enabled device (including smartphones) equipped with built-in cameras and Bluetooth, which are compatible with the Vehicle and meet all of the Pairing Process requirements.

**«Terms and Conditions of Use» or «T&Cs»:** these terms and conditions of use which define the procedures and conditions of the Pairing.

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

«**Trusted SmartDevice**»: SmartDevice registered by the Customer in his/her MyDS Account, by using his/her Trusted phone number.

«**Vehicle**»: The Brand and/or Manufacturer vehicle eligible for the Service (as described in the MyDS T&Cs).

## **2 Object**

**2.1** – In order to activate the Service in his/her Vehicle, it is essential that the Customer successfully completes all the Pairing Process steps, as described in these T&Cs.

**2.2** – Failure to successfully complete all the required steps of the Pairing Process will prevent the Customer from activating or using the Services in his/her Vehicle.

**2.3** – These T&Cs are part of the terms and conditions of the Application and should be read in conjunction with the MyDS T&Cs.

**2.4** – The Customer is notified that:

- 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;**
- It is the Customer who, as the Vehicle user successfully completed the Pairing Process, may have access to the Service features of the Vehicle.

**It is the responsibility of every Customer to respect the terms of the Privacy Statement referred to in condition 5 of these T&Cs and more specifically his/her obligations referred to in paragraph 7 of condition 5.**

## **3 Pairing Process**

### **3.1 – Prerequisites**

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

- downloaded the Application on his SmartDevice;
- created a MyDS Account. The Customer may only have one MyDS Account paired to the same Vehicle, even if the Customer may have several Vehicles attached to same MyDS Account. If the Customer has already created a MyDS Account via the Services Store, the Customer will not need to create another MyDS Account and shall use his/her existing MyDS Account to access the Service(s).

### **3.2 – Preliminary step**

**3.2.1** – Once the Customer has ensured that he/she completed all of the prerequisites mentioned in condition 3.1 above, the Customer may sign in to his/her MyDS Account via the Application.

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

**3.2.2** – In case of a disconnection of the Application and/or MyDS 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 MyDS Account to finish his/her Pairing Process.

In order to secure the registration of the Customer's SmartDevice in his/her MyDS Account, the Application prompts the Customer to complete the two (2) steps below on his/her SmartDevice.

The Customer must be signed in to his/her MyDS Account on his/her SmartDevice to complete these steps.

**Preliminary step 1: Trusted Phone Number certification.**

The Application prompts the Customer to enter, in his/her MyDS Account, the mobile phone number on which Customer shall receive, by SMS, a verification code. As soon as the Customer receives it, the Customer must enter the full verification code in his/her MyDS Account in order to certify the mobile phone number registered in his/her MyDS Account, so that it becomes his/her Trusted Phone Number. It is specified that the phone number is not a compulsory field in the MyDS Account. As such, the fact that Customer provides a phone number before or not in his/her MyDS Account does not have any incidence, as the phone number certified by the end of this step shall become the MyDS Account phone number.

**Preliminary step 2: Trusted SmartDevice registration.**

The Customer will be sent an SMS with an activation code to his/her Trusted Phone Number. The Customer must enter the full activation code in his/her MyDS Account on the SmartDevice that the Customer wants to register as his/her Trusted SmartDevice. The Customer must, at the same time, choose and enter a PIN code to validate the registration of the Trusted SmartDevice in his/her MyDS Account.

**3.3 – Pairing via the Vehicle's key**

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

- the Trusted SmartDevice is connected either via a mobile internet connection (minimum 3G) 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 and/or Manufacturer's website;
- the "Privacy" mode is disabled from the Vehicle touch screen, by referring, if necessary, to the owners' manual, available online on the Brand and/or Manufacturer's website;
- He/she possesses a Vehicle key (= remote control or electronic key);
- He/she is signed in to his/her MyDS Account on his/her Trusted SmartDevice.

At this step of the Pairing Process, the Application prompts 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 (remote control or electronic key, with or without the Proximity Keyless Entry and Starting system), hereafter referred to as "**Start-up Means**".

To complete this step successfully, the Customer must carefully follow all the steps outlined in the Application and the Start-up Means of the Vehicle must be detected by the Application.

**Step 1: Access to the Vehicle**

The Application prompts the Customer to get in his/her Vehicle with his/her Trusted SmartDevice.

## **Step 2: Connection of the Trusted SmartDevice to the Vehicle**

The Customer must ensure that the Bluetooth on his/her Trusted SmartDevice is on. The Customer must then pair his/her Trusted SmartDevice to the Vehicle via Bluetooth. In case of difficulty, the Customer should refer to the owners' manual, available online on the Brand and/or Manufacturer's website.

## **Step 3: Start engine or turn on the Vehicle ignition**

This step ensures that the Customer really is in possession of one of the Vehicle's Start-up Means.

The Application prompts the Customer to turn on the ignition by either turning or pressing the start button of the Vehicle Start-up Means, so as to enable the Application to detect one of the two (2) following positions:

- 1) Ignition turned on (instrument panel switched on) without running the engine.
- 2) Engine start (engine running).

The two (2) positions make it possible to successfully complete this step of the Pairing Process. However, for any hybrid or combustion-powered Vehicles, the Customer is strongly advised to favour the first position (ignition turned on without running the engine) or to use the second position only if said Vehicle is in an open and/or well-ventilated area, if the Vehicle is not electric.

## **Step 4: Pairing the Vehicle with the Customer's MyDS Account.**

The Application prompts the Customer to press the button "**LOG IN**" displayed on the screen of his/her Trusted SmartDevice. Successfully completing this step enables the Application to identify the Customer's MyDS Account as the Vehicle user. The Customer's MyDS Account is then paired with the Vehicle.

In the event of a technical incident and/or loss of internet connection and/or Bluetooth during the Pairing Process, the 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, in accordance with condition 3.2.2 of these T&Cs.

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.

## **4. Customer Contact Center**

The Customer may contact the Customer Contact Center for any inquiry or complaint about the Pairing Process of his/her MyDS Account to the Vehicle:

- by internet on [www.dsautomobiles.co.uk](http://www.dsautomobiles.co.uk) "Contact" page; or
- by post to the following address: DS Customer Contact Centre – Pinley House 2 Sunbeam Way, Coventry, CV3 1ND.
- by telephone on **0800 042 2422**. Freephone call from a land line) Monday-Friday from 08:00 to 18:00

## **5 Privacy Statement**

This Privacy Statement sets out all the information that the Brand and/or Manufacturer is required to provide to the Customer (hereafter referred to as “You”) in accordance with personal data protection law (which refers to all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data).

It explains how the Brand and/or Manufacturer, a public limited company having its registered office at 7 Rue Henri Sainte-Claire Deville, 92500, Rueil-Malmaison, France, registered with the Nanterre Trade and Companies Register under N°. 642 050 199 ((hereafter referred to as “Name of the Controller” or “We”), processes your personal information in connection with the Pairing Process, required by certain Services.

### **1 What is the Brand and/or Manufacturer’s purpose for collecting and processing your personal data and what is the legal justification?**

<b><i>The purposes for which We collect information on your Vehicle are:</i></b>	<b><i>Data processing is justified as it is:</i></b>
To allow You to complete the Pairing Process of your MyDS Account to the Vehicle, which is an essential prerequisite to activate certain Services available on the Application.	To ensure the completion and smooth functioning of the Pairing Process, the following personal data are required : - Trusted phone number ; - VIN (Vehicle Identification Number) of the Vehicle
To manage and improve our relationship with You.	To identify You as the Customer-user of the Vehicle so as reserve and limit the use of the Service to You.

### **2. Who are the recipients?**

The personal data We process shall be shared with a restricted number of recipients, depending on the purpose of the processing, as follows:

	<b>Name of third party recipient</b>	<b>Reason for sharing</b>
1	Third-party service providers and/or companies belonging to the same group as Brand and/or Manufacturer, taking part in the Pairing Process	To enable the Pairing as mentioned above and to provide the Service

	on Brand and/or Manufacturer's behalf, for the purposes mentioned above	
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**3. Does the Service involve the geolocation of the Vehicle?**

To function, the Service does not involve the geolocation of the Vehicle but does require that You disable your Vehicle's "privacy" mode. You have the option to disable the "privacy" mode at any time and free of charge, from your Vehicle's on-board navigation system menu. For instructions on how to proceed, You should refer to the "FAQ" section available on the Brand and/or Manufacturer's website, or to your Vehicle's handbook. You understand and accept that, if You disable data sharing on your Vehicle, You will be unable to complete successfully the Pairing Process. In order to enable the Pairing Process, You will need to re-activate data sharing from your Vehicle's on-board navigation system menu.

**4. Will your personal data be transferred outside of the EU?**

We may transfer your personal data to third party in a country outside the European Economic Area (EEA). We will take adequate measures to ensure that your data is transferred in accordance with applicable data protection law.

If You would like a copy of our transfer arrangements, please write to Customer Contact Centre (to the contact details set out in condition 4).

**5. How long do We keep your personal data for?**

The length of time during which the Brand and/or Manufacturer will store your personal data will depend on the processing purpose. To decide on the appropriate length of time for storing it, We will apply the following criteria:

- personal data is only kept for the necessary time period to achieve the collection purposes described in Point 1 above (for the duration of our contract with You and in accordance with the law, for as long as We have a business relationship with You).
- Your personal data is then archived as required by law, for the length of time We are legally required to keep it for, in case We need to use it to handle a claim or dispute. Your personal data is then anonymized or deleted.

**6. What are your rights and how can you exercise them?**

Data protection laws give You a number of rights in relation to the personal data we hold about you. In particular, you have the right to access your personal data, to have it corrected, erased or restricted, to obtain a copy for your personal use or for transfer to another service provider of your choosing (portability), and to object to it being processed for marketing purposes or in pursuit of our legitimate interests.

You can also tell us what We should do with your personal data in the event of your death.

You can withdraw your consent at any time if the processing requires your consent.

These rights apply subject to the limits laid down in the applicable data protection laws.

To exercise these rights, simply write to the Customer Contact Centre (to the contact details set out in condition 4)

If you are unhappy about how the Brand and/or Manufacturer has handled (or is handling) your personal data, you have the right to complaint to the Information Commissioner's Office ("ICO"). You can do this by visiting [www.ico.gov.uk](http://www.ico.gov.uk). The ICO can investigate your claim and take action against anyone who's misused personal data.

## **7. What are your obligations to third parties?**

If You sell or transfer your Vehicle, You are responsible for informing the new owners or lease-holders that personal data is being collected for the Pairing Process.

If You are an employer providing your employees with vehicles equipped with the Service that might require the completion of the Pairing Process, You must ensure that they comply with the rights and obligations applicable to users of the Vehicle. You thus undertake to inform each of your employee who uses the Vehicle on the provisions of these general terms and conditions, and in particular on the processing of their personal data. You also undertake to comply fully with the regulation applicable to the processing of your employees' personal data, as required by law.

The Brand and/or Manufacturer shall not be held liable if You breach any of your legal and contractual obligations towards third parties.