

# GENERAL TERMS AND CONDITIONS OF USE - TELEMANTENANCE

The general Terms and Conditions govern the conditions of use of TELEMANTENANCE for retail customers (consumers) who subscribe.

## **1 DEFINITIONS**

**"Warning"**: a warning and accompanying information produced by the Service Provider's information systems, using the technical information transmitted from the Vehicle's Telematics Unit.

**"Telematics Unit"**: unit fitted to the Vehicle, marketed as Connect Box with Emergency & Assistance System, including an integrated SIM card and capable of transmitting vehicle data necessary for the provision of the Service.

**"Customer"**: the consumer customer of a Vehicle, whether it be owned or leased, in the case of a lease with option to purchase.

**"Service Provider"** - PSA Automobiles SA whose registered office is at 2-10 Boulevard de l'Europe, 78300 Poissy, France.

**"Service"**: TELEMANTENANCE service provided by the Service Provider to the Customer, as described in paragraph 2 below.

**"Vehicle"**: vehicle branded DS, with the required technical specification, sold and registered in the United Kingdom and fitted with a Telematics Unit, as standard or as an option, which is compatible with the Service.

## **2 SERVICE DESCRIPTION**

### **2.1 General - role of the different parties**

The Service Provider supplies the Service and therefore the contract for the provision of the Service (which includes these terms and conditions) is between the Service Provider and the Customer.

The Vehicle is sold by the Selling Dealer to the Customer.

The Selling Dealer acts on behalf of the Service Provider for the purposes of the Service, in relation to various activities. For example, the Selling Dealer, as part of the sale of the Vehicle will obtain the Customer's signature of acceptance of these terms and conditions and can be a point of contact for the Customer.

### **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 Service), 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 Care Team for more information (details for which are as set out in condition 12 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 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 Vehicle user manual/handbook or please contact the Customer Care Team 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 Service.

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 Service or occupying a place in the Vehicle that data (in particular geolocation data) is collected and disclosed. The Customer is informed that they are responsible for erasing all data relating to them which they have entered and stored in the Vehicle's system.

### **2.3 Service Description**

The Customer contact centre, equipped with relevant information transmitted by the Vehicle, shall contact the Customer by telephone, using the number specified on the customers DS Services Store personal account, in order to offer an appointment at their authorised repairer, where a Warning requires technician intervention on the Vehicle.

This appointment will only be made following agreement with the Customer and will take place at an authorised repairer located in the United Kingdom. In the event that the vehicle is not in the United Kingdom, but is in a country specified in paragraph 3.3, the Customer will be offered an appointment on their return to the UK, or be advised to use the Assistance service.

A Warning is detected and understood using the technical and geolocation information transmitted from the Vehicle to the Service Provider information systems by the Telematics Unit.

On the basis of this information, a Warning may be triggered for the following equipment categories:

- Vehicle maintenance system (such as the service light),
- Security systems (such as the Airbags)
- Driving aid system (such as ESP)
- Power train (including the engine)
- Brake system (such as ABS)
- Fluid levels (such as the oil level)

If, from amongst these categories, any equipment is not fitted or is not technically able to transmit a Warning, due to the model or the Vehicle finish, no Warning can be transmitted for the equipment concerned.

## **3 NECESSARY CONDITIONS FOR THE TRANSMISSION OF WARNINGS**

### **3.1 Activation period**

The Service will be activated within 9 days after the initial Service subscription date, following remote configuration of the Vehicle. During this configuration time, the Customer must use the Vehicle regularly over a period of at least three (3) days, in an area with mobile phone operator coverage. The Customer must supply the Service Provider with a valid telephone number in order to activate the Service.

### **3.2 Operating conditions**

Vehicle technical information and Warnings can only be transmitted where the following conditions are met:

- the Vehicle engine must be running and the Vehicle must be located in an area with mobile phone operator coverage (without technical, atmospheric or topographical disturbances to the coverage).
- If the engine is not running or if the Vehicle is not in an area covered by a mobile phone operator network, the information is stored and transmitted when the engine is next running, or on re-entry to an area covered by a mobile phone operator.
- the Telematics Unit, or the units required for the operation of the Telematics Unit, must not have been damaged during an accident, theft or any other event.
- the Customer has the telephone (the number for which the Customer has provided to the Service Provider) switched on and connected to the telephone network.

### **3.3 Territoriality**

The technical information and geolocation necessary for the detection and interpretation of Warnings can only be transmitted by the Vehicle in the following countries, subject to the coverage of the telephone network and geolocation satellite systems in the area in which the Vehicle is located: France, Spain, Portugal, Benelux, the Netherlands, Germany, Austria, Switzerland, Italy, Poland, Czech Republic, Slovakia, Denmark, United Kingdom, Sweden, Norway.

## **4 DURATION OF THE SERVICE**

The Service will be provided by the Service Provider from the start of the activation period (as described in condition 3.1 above) ~~until~~ for a duration of 3 years, starting on the first day of the Service Provider's new Vehicle warranty period, as set out on the registration card.

During this 3-year period the Service will terminate automatically if the communication network(s) used for its delivery is (are) no longer available or is (are) strongly saturated due to 2G and/or 3G network switch off, decided by the telecommunication carriers. The termination information will be made available on the Vehicle Service Provider websites at least 30 days before the end of the Service.

If not automatically terminated early as above, after this 3-year period the Service may continue for an undetermined period of time and the Service Provider will be entitled to terminate it at any time for any reason. The termination information will be made available on the Vehicle Service Provider websites at least 30 days before the end of the Service.

During the term of the contract,

- The Service may be modified, including remotely, to take account of any regulatory changes or to include additional Warnings, in order to take into account technical changes and changes in general customer expectations.
- The Service Provider may also delete the Service, in order to include the constituent services within a new service.
- Access to the Service updates or access to the benefit of a new service replacing the Service may potentially be subject to the express acceptance by the Customer of a new version of the corresponding general terms and conditions of use.

## **5 LIMITATIONS – LIABILITY**

## 5.1 Limitations of the Service

The Warnings and associated information do not cover all possible malfunctions and units, but only the Warnings that may be triggered by the equipment categories listed in paragraph 2 above, to the extent such equipment is fitted to the relevant Vehicle. The detection of Warnings and the associated Customer contact are for information purposes only. Their existence does not exempt the Vehicle user from:

- complying with the instructions in the Vehicle handbook,
- paying attention to the mileage appearing on the Vehicle's odometer, the passage of time, the alerts appearing on the Vehicle dashboard, the fluid levels, the Vehicle condition and any other indicator of a malfunction or technical problem, and subsequently taking all appropriate actions and particularly ensuring that all required technical operations are carried out.

Mobile telephone network coverage, the topography of the area and the atmospheric conditions may, in some locations and at certain times, limit the Service operation, beyond the control of the Service Provider.

The Service Provider does not guarantee the accuracy and completeness of the information received by means of the Service.

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

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

## 5.2 Liability

The Customer is responsible for the use of the Service and therefore has total responsibility for any breach of third-party rights, in particular, but not restricted to, any infringement of liberty or privacy, which may result from use of the Service by the Customer or other users of the Vehicle.

The Service Provider shall incur no liability for the Customer's use of the Service in a manner contrary to the laws of the country in which it is used, the, incorrect or wrongful use by the Customer or any third parties of the Service.

Similarly, the Service Provider has no liability in respect of any interruption in the communication networks enabling access to the Service, total or partial unavailability of the Service due to the telecommunications operator, or of problems connected with the security of transmissions due to the telecommunications operator or partial or total deterioration or the destruction of the Telematics box and its associated parts during an accident or any other event. . .The Service Provider shall not be liable if the telephone number provided by the Customer is not valid, does not work or if the message service is full, preventing the call from being received.

The Service Provider does not exclude or limit in any way its liability for:

- death or personal injury caused by its negligence or the negligence of its employees, agents or subcontractors;
- fraud or fraudulent misrepresentation;
- breach of the Customer's legal rights in relation to the Service including that the Service is satisfactory, that the Service is fit for its purpose and that the Service is as described.; and
- defective products under the Consumer Protection Act 1987.

## 6 FORCE MAJEURE

Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations if such delay or failure result from force majeure events.

Whether or not they are considered to be force majeure events by law, it is agreed that the following events will in any case 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 Service; 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 Service;
- or strikes or industrial disputes affecting the Service Provider or its suppliers.

## 7 DEACTIVATION - EARLY TERMINATION OF THE SERVICE

The Service Provider reserves the right to terminate the Service remotely in the following cases:

- where the Customer does not exercise the option to purchase the Vehicle at the end of a long term lease contract,
- transfer or resale of the Vehicle by the Customer,
- destruction of the Vehicle,
- in the event of theft of the Vehicle or an accident, which results in the Vehicle being written off,
- where a call is made to the Customer by or on behalf of the Service Provider in response to a vehicle alert using the most recent telephone number provided to the Service Provider by the Customer and the

recipient of the call informs the caller that they are no longer the owner or keeper of the Vehicle.

The Customer shall inform the Service Provider of the occurrence of any of the above events using the form available in Appendix 2 or by contacting the Customer Care Team in order to deactivate the Service. If the Customer does not inform the Service Provider about the transfer or resale of the vehicle, they accept that the Service Provider will deactivate the Service at any time.

Furthermore, if the Customer no longer wishes to benefit from the Service, they may, at any point, request the deactivation of the Service via the form given in Appendix 2 or by contacting the Customer Care Team. Remote deactivation of the Service is not instantaneous and there may be a delay between receipt of a deactivation request and actual deactivation.

## 8 MALFUNCTION OF THE SERVICE

In the case where the Customer notices any Service malfunction, they shall contact the Customer Care department, whose contact details are detailed in section 12.

## 9 REMOTE DEVICE MANAGEMENT & REMOTE SOFTWARE & FIRMWARE UPDATES

As an integral part of the Service 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.

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.

## 10 INTELLECTUAL PROPERTY

The Service Provider (or its related companies) and its suppliers remain the sole holders of all intellectual property rights relating to the Service. The Service Provider grants the Customer a licence to use the Service. This licence is granted for the whole period of the subscription to the Service.

## 11 APPLICABLE LAW

These general terms and conditions and any dispute or claim arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the English law. Customers who live in Scotland can bring legal proceedings in respect of the Service in either the Scottish or the English courts. Customers who live in Northern Ireland can bring legal proceedings in respect of the Service in either the Northern Irish or the English courts.

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without the Customer having to go to court. If the Customer is not happy with the way the Service Provider has handled any complaint, the Customer may want to contact the alternative dispute resolution providers the Service Provider uses.

The Customer can refer a dispute to Motor Codes Limited ("Motor Codes"). Further details can be found at <https://www.themotorombudsman.org/> or alternatively the Customer may wish to contact their advice line on 0843 910 9000. . Motor Codes will not charge the Customer for referring a dispute (although the Customer may pay an additional amount for any call to them) and if the Customer is not satisfied with the outcome the Customer can still bring legal proceedings.

## 12 CUSTOMER CARE TEAM

Customers may get in touch with the Customer Care Team for any request for information or complaint relating to the Service:

- by telephone on 0800 877 8455. Freephone call from a land line) Monday-Friday from 08:00 to 18:00 stating that the call relates to Telemaintenance,
- by internet via: [https://dsautomobiles-uk-en.custhelp.com/app/ask/selecting 'connected services'](https://dsautomobiles-uk-en.custhelp.com/app/ask/selecting%20connected%20services)
- by post to the following address: Customer Care Team – Pinley House, 2 Sunbeam Way, Coventry, CV3 1ND.

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.

**TELEMaintenance PRIVACY STATEMENT**

Your personal data will be processed for providing the Telemaintenance by PSA Automobiles SA, whose registered office is at 2-10 Boulevard de l'Europe, 78300 Poissy, France, France as controller.

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

Data (mandatory data is marked with *)	Purposes	Legal basis
1. Name*, surname*, e-mail address*, phone number*, vehicle identification number (VIN)*, contract number*, start and end of Service (duration)	Activation and administration of the Service	Art. 6 (1) 1 b) General Data Protection Regulation (General Data Protection Regulation (GDPR))
2. Diagnostic and maintenance data (such as next maintenance due date or due mileage, fluid level, airbag and seatbelt status), mileage, geolocation data	Provision of the Service (such as interpretation of diagnostic and maintenance alert notifications, service predictions)	Art. 6 (1) 1 b) GDPR
3. 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
4. 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
5. VIN, diagnostic and maintenance data, software and firmware status, hardware version, respective product and service specifications	Product and Service monitoring, product and Service liability (in association with Quality Control/Quality Assurance) and potential recall campaigns	Art. 6 (1) 1 c) GDPR
6. VIN, diagnostic and maintenance data, software and firmware status, hardware version, respective product and service specifications (all pseudonymised)	Product and service improvement, quality improvement, field campaigns, rework campaigns, continued service and product development (information on wear and tear, diagnosis and repair), also in association with Quality Control/Quality Assurance	Art. 6 (1) 1 f) GDPR: The legitimate interest of the manufacturer of the Vehicle and/or Service Provider to improve its products and services.
7. VIN, diagnostic and maintenance data, geolocation data	Anonymisation of the data in order to be able to use the anonymised information for further processing	Art. 6 (1) 1 f) GDPR: The legitimate interest of the manufacturer of the Vehicle and/or Service Provider to anonymise the data in order to be able to use the information for statistical purposes.

The data elements marked with a \* listed above are mandatory and a contractual requirement. In case you don't provide the data, we cannot provide the respective service.

Above mentioned contractual data will be stored for 10 years after contract termination. Data in section 2 used to calculate the diagnostic and alert notifications including geolocation data, will be retained for maximum 6 months. Data listed in section 3 and 4 will be stored for 10 years after the contractual relationship has been terminated. Data listed in section 5 will be stored for active plus 5 years (19 years). Data listed in section 6 will be stored for 7 years.

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

Data	Purpose(s)	Recipient(s)
Above mentioned data in section 1.-3.	Service suscription, transmission of diagnostic and maintenance alert notifications, Service management	We disclose your personal data to our respective engaged (IT) service providers who act as processors, in particular:  IBM GBS France, 17 Avenue de l'Europe, 92275 Bois-Colombes, France  Capgemini (Capgemini Technology Services, 5/7 rue Frédéric Clavel, 92287 Suresnes Cedex, France) who engages other (sub-) processors who are located outside of the European Economic Area (EEA) 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 respective Binding Corporate Rules (BCR's). In order to obtain a copy please follow this link: <a href="https://www.capgemini.com/resources/capgemini-binding-corporate-rules/">https://www.capgemini.com/resources/capgemini-binding-corporate-rules/</a> .
Above mentioned data in section 1., diagnostic and maintenance data, mileage	Follow up with the customer based on the diagnostic and maintenance alert notifications, service predictions	The respective authorised dealer/repairer
VIN, diagnostic and maintenance data, software and firmware status, hardware version, respective product and service specifications (all pseudonymised)	Product and service improvement, quality improvement, field campaigns, rework campaigns, continued service and product development (information on wear and tear, diagnosis and repair), also in association with Quality Control/Quality Assurance	We disclose your personal data to our respective engaged (IT) service providers as mentioned above, who act as processors, and to Peugeot Citroën DS Morocco, Sidi Maarouf Business Center, 1100 Boulevard Al Quods, Casablanca Nearshore Park shore 22 – 20270, Sidi Maarouf who is placed outside the European Economic Area (EEA) in Morocco 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 Brand, Customer Relations Department

## Your rights

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 (where it is inaccurate or incomplete) and, in certain circumstances to have it erased, restricted or transferred to a third party. You also have the right to object to it being processed. You should be aware that not all of these rights apply in every instance therefore, in some cases, we would not have to comply. If you are unhappy about how the Service Provider 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.

You can withdraw your consent at any time if the processing is based on consent.

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**APPENDIX 2: CANCELLATION FORM FOR ONLINE SERVICE CONTRACTS**

**To:** DS Customer Care Team – Pinley House, 2 Sunbeam Way, Coventry, CV3 1ND

I hereby give notice that I cancel my contract for the supply of the following service:

Telemaintenance

**Ordered on:**

**VIN number of Vehicle:**

**Name of consumer:**

**Address of consumer:**

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

**Date**