

GENERAL TERMS AND CONDITIONS OF USE - TELEMaintenance

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

1 DEFINITIONS

"Warning": a warning and accompanying information produced by the Manufacturer'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.

"Manufacturer" - PSA Automobiles SA trading as DS Automobiles, whose registered office is at 2-10 boulevard de l'Europe 78300, Poissy, France.

"Service": Telemaintenance service provided by the Manufacturer 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

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 Automobiles 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 Manufacturer 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 Manufacturer 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 Manufacturer) 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 Manufacturer from the start of the activation period (as described in paragraph 3.1 above) until the Service is either (i) deactivated by the Customer or (ii) withdrawn by the Manufacturer, or (iii) is terminated in accordance with paragraph 7 below (whichever occurs first). Subject to early termination in accordance with paragraph 7 below, the Manufacturer will ensure that the Service shall be generally available for a period of not less than three (3) years, starting from the point of subscription, provided always that 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 Manufacturer may also delete the Service, in order to include the 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

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 Manufacturer.

5.2 Liability

Whilst the Manufacturer will use reasonable efforts to ensure the availability of the Service, the Manufacturer does not guarantee that the Service will be provided without interruption or will operate error free. 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 Manufacturer 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, or for the accuracy or otherwise of the information received by means of the Service.

Similarly, the Manufacturer 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 Manufacturer 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 Manufacturer 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 events, circumstances or causes beyond its reasonable control including (but not limited to): an order from the public authorities imposing the total or partial suspension of service of the mobile telephony operator necessary 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; or strikes or industrial disputes affecting the Manufacturer or its suppliers.

7 DEACTIVATION - EARLY TERMINATION OF THE SERVICE

The Manufacturer 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 Manufacturer in response to a vehicle alert using the most recent telephone number provided to the Manufacturer 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 Manufacturer 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 Manufacturer about the transfer or resale of the vehicle, they accept that the Manufacturer 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 Centre. 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 paragraph 11. In addition, to ensure the smooth operation and development of the Service, the Manufacturer may need to carry out remote updates to the IT and electronic systems of the Vehicle, particularly to the Telematics Unit.

9 INTELLECTUAL PROPERTY

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

10 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 Manufacturer has handled any complaint, the Customer may want to contact the alternative dispute resolution providers the Manufacturer 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.

11- 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'
- by post to the following address: Customer Care Team – Pinley House, 2 Sunbeam Way, Coventry, CV3 1ND.

The Manufacturer 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

The purpose of this Privacy Statement is to inform you, in accordance with current Data Protection Legislation (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)), of the conditions of processing of your personal data by PSA Automobiles SA whose registered office is at 2-10 boulevard de l'Europe 78300, Poissy, France (the "Manufacturer") in connection with **Telemaintenance**.

1. What are the purposes of the processing of your personal data by the Manufacturer and what is the legal basis for this processing?

<i>The purposes for which we collect the information relating to your vehicle are the following:</i>	<i>The processing of this information is justified by:</i>
Providing you with the Service and in particular the detection and retransmission of warnings, which involves geolocation of the Vehicle.	Provision of the Service under the terms of the contract between You and Us
Optimising and improving the specifications of the vehicle, including the personal data: to improve safety, develop new vehicles and functions, confirm the quality of the vehicle, analyse vehicle trends. Managing and optimising customer relations Carrying out polls, surveys or statistical analyses to improve the assessment of the quality of the products and anticipate customer requirements	The legitimate interest of the Manufacturer in improving its products and providing products of higher quality with improved functions and greater safety The legitimate interest of the Manufacturer in ensuring the satisfaction and follow-up of its customers The legitimate interest of the Manufacturer in assessing the quality of its products, anticipating the requirements and the satisfaction of its customers and consequently developing new functions
Anonymising your data in order to provide metadata for commercial partners of the Manufacturer.	

2. Who are the recipients?

The personal data that we process will be shared by the Manufacturer with a limited number of recipients, depending on the purpose of the processing, as follows:

<i>Name of the recipient</i>	<i>Purpose of sharing</i>
Any third party supplier of services and/or any company belonging to the same Group as the Manufacturer operating on behalf of the Manufacturer in the provision of the Service, for the purposes listed above	To provide the Service as described
Any company belonging to the same Group as the Manufacturer	For reasons of safety, research, analysis and product development carried out by the PSA Group

3. Does the Service involve geolocation of the Vehicle?

This Service involves geolocation of the Vehicle.

However, at any point and without charge, you have the ability to deactivate the geolocation system in the vehicle, as follows: simultaneously press and release (within one second), the Emergency and Assistance buttons (button with the DS logo). The Vehicle then asks you to confirm that you would like to move to "non-geolocation" mode by pressing the Assistance button. A voice message confirms the status change. Note that the Vehicle geolocation is reactivated automatically each time the Vehicle is started.

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

4. Is your personal data transferred outside the EU?

The Manufacturer may need to transfer your personal data to recipients located in countries outside the European Economic Area (EEA). The conditions of transfer are protected in accordance with current data protection regulations.

5. How long will we keep your personal data for?

The length of time we keep your personal data for will depend on the purposes we process it for. In deciding how long we keep it for, we will apply the following criteria:

- data stored for specific purposes is retained for as long as necessary for the purposes we process it for as described in article 1 above.
- your personal data is then archived for use in the event of legal proceedings or a dispute for the prescribed period applicable to the subject of the litigation.
- and then anonymised 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 (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 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. 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.

APPENDIX 2: CANCELLATION FORM FOR ONLINE SERVICE CONTRACTS

To: DS Automobiles 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