# GENERAL TERMS AND CONDITIONS OF SALE OF CONNECTED SERVICES

The purpose of this agreement is to outline the terms and conditions of remote sale and/ or sale within the RENAULT network of the Connected Services that designate the applications, content and service delivery offered to individual customers

In the event of remote sale of the Connected Services, the Agreement is concluded with RENAULT s.a.s [simplified joint-stock company] (with registered office at 13-15 Quai Alphonse Le Gallo − 92513 BOULOGNE BILLANCOURT CEDEX, with a share capital of €533,941,113.00, and registered with the Nanterre Corporate and Trade Register under No. B780 129 987 (hereinafter referred to as "RENAULT")

In the event of sale of the Connected Services within the RENAULT network, the Agreement is concluded with the Selling Institution acting for and on behalf of RENAULT s.a.s.

#### 1 - DEFINITIONS

For the purposes herein:

- "Applications" means the software and content owned by RENAULT or third party publishers, whose access conditions are specified in the Agreement and, if applicable, in the Third Party Agreement;
- "Agreement" means these terms and conditions (provided to the Customer under the terms of Article 5.2 hereof and also available on the website <a href="www.renault-me.com">www.renault-me.com</a>, the special terms and conditions, the operating instructions available on the website <a href="www.e-guide.renault.com">www.e-guide.renault.com</a>, Data Specifications, the legal information accessible from the Home Menu of R-Link Store and all potential additional terms and conditions to which the Customer may be bound as part of the access to the Applications, Services or Packs (accessible from the Applications concerned, including the Help Menu), except any other document, leaflet or catalogue;
- "Third Party Agreements" means the agreements related to certain Applications or Packs, concluded directly by and between third parties and the Customer, which RENAULT is not part of;
- "Data Specifications" means the Specifications describing the Applications, Services and Packs, accessible from R-Link Store (namely on the website www.renault.com) or given to the Customer upon the signature of the Agreement.
- "Renault Hardware" means the RENAULT tablet included in the Vehicles;
- "Third Party Hardware" designates, as applicable, a personal computer (i) provided with the operating system Windows XP, Windows Vista, Windows Seven or Mac OS X, (ii) connected to the Internet, (iii) equipped with a web browser from among the following list: Internet Explorer 7+, Mozilla Firefox 3.6+, Google Chrome, Apple Safari 5+, Opera 10+, and (iv) provided with an SD card or compatible USB memory card or mobile phone, such as smartphone equipped with an active telephone subscription;

**Pack**" means a set of Applications, Services or content, whose access or subscription conditions are provided in the Agreement and, if applicable, in the Third Party Agreement;

- "R-Link" means the platform which gives the Customer access, from his/her Vehicle, to features specific to the Vehicle and the R-Link Store as well as to the set of Applications, Services and Packs installed and/or activated:
- "R-Link Store" means the downloading service of the Applications, Services and Packs, accessible to the Customer under the conditions provided by the Agreement, in particular the provisions of Article 4.1 hereof;
- "R-Link Toolbox" means the software made by the Tom-Tom company and available on the website www.renault-me.com. The installation of the R-Link Toolbox software according to the RENAULT instructions is necessary for downloading the Applications, Services or Packs from the Third Party Hardware. The use of R-Link Toolbox software is subject to the Customer's acceptance and compliance with the related general terms and conditions;
- "R-Link Download Manager" means the downloading module available when accessing R-Link Store on the website www.renault-me.com. R-Link Download Manager is required for downloading the Applications, Services or Packs from the Third Party Hardware. The use of R-Link Download Manager is subject to the Customer's acceptance and compliance with the related general terms and conditions;
- "Services" means the services or pack of services subscribed in the Renault network or via R-Link Store accessible to the Customer under the conditions provided in the Agreement, in particular the provisions of Article 4.1 hereof;
- "Service R-Link" means R-Link and R-Link Store, as well as the Applications, Services and Packs;
- "**TCU**" ("*Telematics Control Unit*") means the embedded communication system on board the Vehicle enabling receipt of GSM data;

"Vehicle" means any vehicle in the Renault range.

#### 2 - ACCEPTANCE

The Customer acknowledges that before confirming or signing the order and using an Application, Service or Pack, he has read the Agreement and fully accepts it, especially the provisions set forth herein.

### 3 – EFFECTIVE DATE

## 3.1 Order with a Renault Hardware or Third Party Hardware

The Agreement shall take effect on the date of acceptance by the Customer of these general terms and conditions.

### 3.2 Subscription in the Renault network

The Agreement shall take effect from the date of delivery of the Vehicle listed on the Maintenance and warranty Specification or the Service book, or on the date of subscription when it occurs before or after the delivery.

## 4 - DESCRIPTION OF THE R-LINK SERVICE

#### 4.1 R-Link Store

R-Link Store service makes it possible to access to the catalogue of Applications, Services and Packs available and the related Specifications, as well as to order, subscribe, download and install the Applications, Services and Packs, in compliance with the terms and conditions provided in the Agreement.

RENAULT provides Customer access to R-Link Store:

- ➤ from the Renault Hardware, via the R-Link platform, provided that the Renault Hardware has a connectivity that is provided (i) free of charge during the trial period stipulated in Article 15 hereof or during the grace period stipulated in Article 6 of this Agreement, and (ii) free of charge outside the trial period and grace period, in accordance with the provisions of Article 8 hereof;
- > from the Third Party Hardware, via the website www.renault.co.uk.

The Customer undertakes in this context to use the R-Link Store only for personal and non-commercial use, in compliance with all the provisions of the Agreement.

## 4.2 Applications, Services and Packs

RENAULT allows Customers to order, subscribe, download and install, via R-Link Store, the Applications, Services or Packs, for a fee or free of charge.

The Applications, Services and Packs are accessible from the Vehicle via the R-Link platform for a determined or undetermined period of time, as defined in Article 6 hereof, subject to the terms of cancellation, termination or suspension of access provided for in the Agreement and Third Party Agreement.

The Applications and Packs are identified as the property of RENAULT or third party publishers. In order to order, download, install and/or use certain Applications and Packs, property of third party publishers, the acceptance of a Third Party Agreement made directly between the third party publisher and the Customer may be required, where RENAULT is not included as party. The Customer acknowledges that in such a situation, RENAULT acts only as intermediary between the Customer and the third party publisher of the Application or Pack concerned. The Customer is expressly informed that:

- ➤ the download and installation of certain Packs or Applications requires a Third Party Hardware given their size;
- ➤ the use of the Applications, Services and Packs is possible only with Renault Hardware, unless otherwise provided in the Specification(s);

> the use of certain Applications, Services and Packs requires connectivity, which is provided (i) free of charge during the trial period stipulated in Article 15 hereof and (ii) in exchange for a fee, outside the trial period, under the conditions set forth in Article 8 hereof. The Agreement, especially the Specifications, specifically mentions, for each Application, Service and Pack in question, the need for such connectivity.

The catalogue of Applications, Services and Packs along with their descriptions are available for the Customer via the R-Link Store. RENAULT and, if applicable, the third party publishers, at their sole discretion, may offer to Customers updates for the Applications or Packs.

# 5 – CONDITIONS OF ACCESS TO THE APPLICATIONS AND PACKS AND SUBSCRIPTION TO SERVICES

#### 5.1 Creation of an R-Link Store account

The creation of an R-Link Store account is not mandatory for the use of the R-Link Service via the Renault Hardware (except for downloading certain Packs or Applications such as provided for in Article 5.2 below). In any case, the creation of an R-Link Store account is recommended as this simplifies the ordering and subscription process of Applications, Services and Packs. The creation of an R-Link Store account is also required for ordering, subscribing and downloading the Applications, Services and Packs via Third Party Hardware.

The creation of the R-Link Store account can be done only by Customers and can be carried out according to the instructions on account creation listed on the website www.renault-me.com For some Services, available as an option and related exclusively to Electric Vehicles, the Customer shall also create a specific account for the activation of the Services according to the procedure defined in the concerned Specification.

The Customer is notified that the creation of an R-Link Store account requires the collection of certain personal data concerning him, in particular his name and the VIN (*Vehicle Identification Number*). As such, RENAULT agrees to comply with the applicable regulations regarding personal data, in accordance with the provisions of Article 16 hereof.

The Customer agrees to provide exact and full information when creating his R-Link Store account, as well as to update it if necessary. The Customer must not disclose to third parties the information related to his R-Link Store account and is solely liable for the safety of his R-Link Store account (password and login). In this respect, the customer agrees to immediately notify RENAULT in the event of intrusion or unauthorised use of his R-Link Store account and/or his username and password.

# 5.2 Order, download and installation of Applications and Packs and subscription to Services

When the order, download and installation of the Applications, Services or Packs is done via the R-Link Store, using the Third Party Hardware or Renault Hardware, all provisions of the Agreement shall apply in particular to Article 4.2 above as well as the additional terms and conditions set out below.

# ☐ Use of Third Party Hardware

By using the Third Party Hardware, the Customer can order and then download the Applications, Services or Packs, via the website www.renault-me.com, as follows:

- ➤ The Customer shall hold an R-Link Store account and if necessary, an account specific to certain Services related to Electric Vehicles in compliance with Article 5.1 above and shall identify himself using his username and password;
- An SD card can be provided when the Vehicle is purchased. Otherwise, the customer shall have his own SD card or USB flash drive. The Customer can also use another SD card as long as it is compatible and has been previously inserted in the Renault Hardware;
- In the event that an SD card is provided upon purchase of the Vehicle, the customer must install the R-Link Toolbox software on his third party hardware in order to transfer the purchases he had made onto the Renault hardware; Otherwise, the R-Link Download manager will be used for downloading all the products on the SD card or USB flash drive of the customer.
- ➤ The Customer must select from the catalogue the Application, Service or Pack he wants to order and download, by checking, via the related Specification, the necessary memory space for the installation and by ensuring that there is enough memory space on his Renault Hardware. However, if the memory space on the Renault Hardware is not sufficient to install the Application or the Pack which was ordered, the Customer may free up memory space on the Renault Hardware by uninstalling some Packs or Applications, without such action implying the termination of the Customer's rights on these Applications or Packs in compliance with the Agreement;
- ➤ The Customer may then proceed to the acceptance of the Agreement and, for the paid Applications, Services and Packs, he may choose the payment method and then confirm the payment;
- For any Application, Service or Pack that is purchased, the Customer will immediately receive a receipt by email, containing, (i) an invoice together with these general terms and conditions of sale and (ii) an acknowledgement of receipt of the order including the price and time of the commitment regarding the ordered Application, Service or Pack and, if applicable, stating the terms of installation or activation of the Application, Service or Pack.

Payment shall result in the automatic activation of the Application, Service or Pack, unless the Application, Service or Pack concerned requires specific activation procedures such as those described in the related Specification.

Finally, the Customer must install the Application or the Pack on the SD card or USB flash drive if this installation is not done automatically, then, in order to be able to use the Application or the Pack, insert the SD card into the Renault Hardware. Depending on the type of Renault hardware used, the Application or the Pack concerned, the contents of the SD card will be either automatically transferred to the Renault Hardware, or preserved on the SD card. In the latter case, the Customer is informed that deleting the contents of the SD card will make the Application or the Pack linked to the deleted contents inaccessible.

#### □ Use of Renault Hardware

The Customer is informed that some Packs, Services or Applications cannot be downloaded via the Renault Hardware if their size is too large. In this case, the Customer must use a Third Party Hardware, as provided above.

To order and download the Applications or Packs or to subscribe to the Services using a Renault Hardware, the Customer must visit the R-Link Store from the Renault Hardware. The Customer then selects the Application, the Service or the Pack he wants to order and download. After the validation of his choice, the Customer can order:

- the Applications, Services and Packs free of charge, by logging in with his personal e-mail;
- ➤ the paid Applications, Services and Packs, by logging in at his choice with his username and password linked to his R-Link Store account or with his personal e-mail.

The Customer must agree with the Agreement and, for the paid Applications, Services and Packs, he must choose the payment method and confirm the payment.

For any Application, Service or Pack that is purchased, the Customer will immediately receive a receipt by email, containing, (i) an invoice together with these general terms and conditions of sale and (ii) an acknowledgement of receipt of the order including the price and time of the commitment regarding the ordered Application, Service or Pack and, if applicable, stating the terms of installation or activation of the Application, Service or Pack.

The payment of the Application, Service or Pack and the confirmation of the order automatically leads to the activation, download and installation of the Application, Service or Pack on the Renault Hardware, unless (i) the Application or the Pack concerned requires specific activation procedures described in the Specification concerned and (ii) for certain Packs, Services or Applications which, given their size, need to be downloaded via the Third Party Hardware as provided above.

☐ Order and Subscription in the Renault network

When the order for the Applications and Packs or the subscription of Services is made within the RENAULT network, the provisions of Articles 5.1 and 5.2 apply.

The payment will automatically lead to the activation, download and installation of the Application, Service or Pack unless the (i) Application, Service or Pack concerned requires specific activation procedures described in the Specification concerned and

(ii) for certain Packs, Services or Applications which given their size need to be downloaded via the third party hardware according to the procedures provided by the Agreement.

#### 6 - PERIOD

The Applications, Services and Packs are available for the period defined in the Agreement and more precisely in the Specifications or for the period defined in the Third Party Agreement, subject to the terms of cancellation, termination or suspension of access to the R-Link Service provided by the Agreement and the Third Party Agreement.

In the absence of clear provision and subject to the terms of cancellation, termination or suspension of access to the R-Link Service provided by the Agreement and the Third Party Agreement, the Applications are available for an undetermined period of time.

At the end of the validity period of the Applications, Services or Packs downloaded for a determined period of time, as well as at the end of the trial period provided in Article 15 hereof, the Customer will have one (1) month grace period, unless provided otherwise in the related

Specification or Specifications regarding the existence of the grace period as well as the renewal terms of the Applications, Services or Packs if there is no grace period.

During this grace period:

- as an exception, the Customer will still have access to the R-Link Store but he will no longer be able to use the Applications, Services or Packs which require connectivity for operation;
- > the Customer will fully remain subject to the provisions of the Agreement;
- > the Customer will be able to extend the period of validity of the Application, Service or Pack concerned by repeating the activation process of the Application, Service or Pack, in compliance with Article 5.2 hereof, including the acceptance of the Agreement. Depending on the Application, Service or Pack concerned, a new download or installation related to the Application or the Pack will not necessarily be required as part of the renewal.

It is understood that upon the expiry of the grace period referred to above, the Customer will no longer have access to the R-Link Store via the Renault Hardware. However, the Customer will have access to the R-Link Store via the Third Party Hardware.

#### 7 – ASSISTANCE FROM THE R-LINK SERVICE

The Customer acknowledges that given the electronic nature of the R-Link Service, difficulties of access and temporary service interruptions may occur at any time due to technical reasons.

In case of malfunction of the R-Link Service, the Customer can call the RENAULT customer service which will offer user phone support (diagnosis) at the following customer number +44 (0)844 369 0000 or Contact R-Link.helplineUK@renault.com

RENAULT will make its best efforts to resolve the malfunction in the shortest period of time if the first level user support did not resolve it.

#### 8 - CONNECTIVITY

#### 8.1 The Packs providing connectivity

The Customer may have connectivity through (i) the Discovery Pack which is provided at delivery, or (ii) by ordering, downloading and installing, the Digital Pack.

Each of the Packs allows connectivity (i) the R-Link Store and (ii) only the Applications related to the Pack subscribed, as listed on the Specification of the relevant Pack.

# 8.2 Connected applications

Certain Applications operate exclusively connected.

The Specifications identify the Pack necessary for the use of the connected Application. Since the connectivity is intra-Pack, only the Pack thus identified will offer the Customer connectivity for the relevant Application.

The connected Applications, downloaded and installed by the Customer, will only be available during the validity period of the current Pack providing connectivity. If the Pack concerned expires and is not renewed, the Customer will no longer be able to use the connected Applications which depend on this connectivity.

When the Customer has connectivity provided by RENAULT by downloading one of its Packs, he agrees to use the connectivity only through the R-Link Service.

The Customer agrees and accepts that the Vehicle needs to be in an area of operative geographical coverage for the GPRS connection (General Packet Radio Service) in order to have connectivity service. The connectivity provided as mentioned above is strictly limited to the use of the Connected applications.

#### 9 - TERRITORIALITY

#### 9.1 R-Link Store

The Customer may access the R-Link Store via the Third Party Hardware at any time and in any place, as long as he complies with the Agreement and the related prerequisites.

The R-Link Store service will be available via the Renault Hardware only in countries located in an authorized geographical area from the following list:

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, Metropolitan France and Corsica, French Guiana, Germany, Greece, Guadeloupe, Hungary, Iceland, Ireland, Italy, Reunion, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Martinique, Mayotte, Netherlands, Norway, Poland, Portugal, Romania, Saint Barts, Slovakia, Slovenia, Spain, Sweden, Switzerland, United Kingdom, United Arab Emirates, Qatar, Saudi Arabia, Bahrain, Kuwait & Oman.

## 9.2 Applications Services Packs

Each Application, Service or Pack may be purchased and used in authorized countries, in compliance with the Specifications.

Outside the countries listed in the Specifications of each Application, Service or Pack related, the Customer is informed that he does not have the right to subscribe or use this Application or Pack.

#### 10 - PAYMENT

# 10.1 Price

The prices for Applications, Services and Packs are presented in the Specifications available via the R-Link Store or presented in the Special Conditions submitted and signed by the Customer. The price displayed includes the price of the Application, Service or Pack related and the VAT applicable on the download or order date.

The list together with the description of all the Applications, Services and Packs and the related price are available in the R-Link Store, namely on the website www.renault-me.com

RENAULT will not reimburse the price of Applications, Services or Packs paid by the Customer, in case of reduction of prices of these Applications or Packs subsequently to the Customer's order.

## 10.2 Mode of payment

The Applications, Services and Packs will be paid in cash by the Customer during their subscription.

Certain Services exclusively related to Electric Vehicles and subscribed by option in the Renault network will be paid in instalments under the same terms and conditions as the instalments of a lease agreement on the traction battery of the Electric vehicle.

The only accepted payment method for R-Link services is by credit or debit card (Visa or Mastercard).

The Customer agrees to pay the Applications, Services and Packs downloaded via the R-Link Store and the Customer agrees that RENAULT may debit his payment card or credit card for any Application, Service or Pack ordered.

Through his R-Link Store account, the Customer can save his bank data in order to store it and simplify the order process through the R-Link Store. For security purposes and upon each order, the Customer must, however, enter the cryptogram specified on the back of his credit card as RENAULT does not store this cryptogram. To this end, the Customer is informed that his banking data is automatically deleted within three months after the expiry of the mode of payment. The Customer will be asked to re-enter his bank account information.

The Customer has the option to remove the previously saved bank data at any time. In the event that the Customer wishes to change his bank account details, he must delete the details already registered and register his new bank account details.

## 11 - TERMS OF APPLICATION

- **11.1** In order to be able to use the R-Link Service, the Customer must meet the following conditions:
- own a Vehicle:
- > comply with the terms and conditions provided in the Agreement and, if applicable, in the Third Party Agreement;
- > comply with the specific conditions of use specified in the Specifications;
- reate an R-Link Store account on the website www.renault-me.com in accordance with the provisions of Article 5.1 hereof and hold a free-use Third Party Hardware;
- ➤ be located in a geographic coverage area operative for the TCU and for the access to the R-Link Store, as well as for the Applications requiring connectivity such as the one presented in the Specifications. The coverage area depends on the GSM network of the TCU as the TCU operates in limited geographical areas, such as the ones mentioned in Article 9 hereof. However, the TCU cannot operate in areas without GSM coverage.

**11.2** The Customer agrees and acknowledges that the R-Link Service is provided to him as is and that he is fully responsible for the use of the R-Link Service, by himself or by any third party.

Within the limits of applicable laws and regulations, RENAULT, its subsidiaries and the members of the RENAULT sales network do not undertake any liability regarding the use of the R-Link Service by the Customer and make no warranty, express or implied, with respect to the speed, performance or adaptation to a particular use of the R-Link Service, including data/information received within the context of the R-Link Service.

In particular, RENAULT, its subsidiaries and the members of the RENAULT sales network do not offer any guarantee that R-Link Service will be free from any error or defect or that it will be free of crashes or attacks, including viruses, which can lead to malfunctions, interruptions, failures or loss of data or information. The access to the R-Link Service may be temporarily and periodically suspended for technical reasons; the technical teams will make their best efforts to resolve the problem as soon as possible.

The Customer is notified that RENAULT may offer any kind of modification related to technical progress to the contents of the R-Link Service, including the downloading mode of Applications and Packs, or to some functionalities of the R-Link Service. This would not incur a price increase or change in quality for the Customer, and would not affect any of the features of the R-Link Service to which the Customer subscribed, as set out in the Agreement.

- **11.3** In any event, RENAULT, its subsidiaries and the members of the RENAULT sales network and its subsidiaries are released from any liability:
- in case of non-compliance by the Customer with the terms of the Agreement;
- > in case of non-compliance with the special conditions of use set out in the Specifications;
- in case of use of a Vehicle or Third Party Hardware outside the territory referred to in Article hereof or outside a geographic operative coverage area as referred to above
- in case of use of a Third Party Hardware which is not compatible to allow access to the R-Link Service or to permit the use or activation of the Services;
- > in case of malfunction of the R-Link Service due to a cause, voluntary or involuntary, which is attributable to the Customer or to a third party or to an act of malice or because of the Third Party Hardware, software, modem, interface or any other product or item supplied by the Customer:
- > in case of malfunction and/or failure of the Customer's computer network whose cause is due to the Customer or third parties;
- > in case of legislative or regulatory change with an impact on the R-Link Service.

In addition, the Customer acknowledges that since the connectivity of R-Link Services relies on communication networks, RENAULT, its subsidiaries and the members of the RENAULT sales network cannot be held liable, under any circumstances, in the event of malfunction of the aforesaid communication networks, except as regards the connectivity provided by RENAULT via the Packs sold by RENAULT and subject to the conditions laid down in Articles 8 and 11 hereof.

## 12 - CUSTOMER'S RESPONSIBILITIES

The Customer agrees and undertakes to inform his passengers and any casual user of his Vehicle on the rights and obligations provided in the Agreement and, if applicable, in the Third Party Agreement. Whenever the Customer uses the R-Link Service, he agrees to use it under the terms and conditions of the Agreement and Third Party Agreement, if applicable.

The Customer is fully responsible for the use of the R-Link Service and any use of the data/information received via the R-Link Service, even if he is not the one who uses them.

RENAULT is not liable for the loss of data/information related to the use of the R-Link Service. Customers can assess the Applications by rating them with stars (from 1 to 5), the maximum score being 5 stars. RENAULT does not control the rating assigned in this way which is the sole responsibility of the Customer.

#### 13- INTELLECTUAL/INDUSTRIAL PROPERTY

The R-Link Service (including interface, texts, sound, images, videos, software, databases...) represents the property of RENAULT or third parties and is protected under intellectual and/or industrial property rights. Thus, the Customer agrees to use it only in strict compliance with the Agreement and Third Party Agreement, if applicable.

The Customer agrees that his use of the R-Link Service is limited by RENAULT and third party publishers of the Applications, Services and Packs. Any other use and, generally, any unauthorized use may result in civil and/or criminal penalties for the Customer, on the basis of infringement of intellectual property rights, and RENAULT reserves the right to suspend the access to all or part of the R-Link Service without notice.

The Customer acknowledges that he holds no intellectual or industrial property on all or part of the R-Link Service or on all or part of the content of this R-Link Service. The Customer is authorized to use the R-Link Store and the Applications, Services and Packs only in the authorized countries, in compliance with Article 9 hereof, for personal and non-commercial use, under a non-exclusive and non-transferable license and only as strictly necessary for the use of the R-Link Service, under the terms and limits set by the Agreement, including the Instructions on the Use of Applications, and where appropriate, by the Third Party Agreement.

Generally, the use of the R-Link Service is available to people aged over 18 years and requires the use of the Renault Hardware and/or Third Party Hardware as applicable, in accordance with the provisions of the Agreement as well as, for some Applications, connectivity in compliance with Article 8 hereof. The use of the R-Link Service may also require periodic updates, such as those suggested by RENAULT or the third party publishers via R-Link Store. The Customer acknowledges that the compliance with these conditions is his sole responsibility.

The Customer is not authorized to copy, adapt, scan, reproduce, distribute, broadcast, subcontract, sell, rent, modify, publish, transfer, or create any derivative works based on all or part of the R-Link Service.

The Customer acknowledges also that he cannot circumvent, remove, bypass or change the safety measures of the R-Link Service and he cannot modify or remove the entries regarding the copyright of the R-Link Service.

#### 14 - CANCELLATION: WITHDRAWAL: TERMINATION

## 14.1 CANCELLATION

- a) Doorstep selling (Articles L121-21 et seq of the Consumer Code): In accordance with the law on doorstep selling, when a service agreement is sold to an individual at home (outside the place of sale of the selling institution), the customer has a period of 7 days, including holidays, to cancel the order. No advance payment will be taken during this period of reflection. The withdrawal slip is found on the document "Doorstep selling" issued to the Customer together with this Agreement.
- b) in the event of remote order or subscription, if the Customer is unable, for technical reasons, to download the Applications or the Packs he ordered or to activate the Services within seventy-two (72) hours after receipt of the e-mail confirming the receipt of his order, RENAULT or the Customer may cancel the Agreement and RENAULT will reimburse to the Customer the price of the related Applications or Packs from the moment when the Customer has duly paid them.
- c) in the event of subscription in the network of certain Services, if RENAULT is unable, for technical reasons, to activate the Services no later than seventy-two (72) hours after the delivery of the Vehicle, RENAULT or the Customer may cancel this Agreement and the member of the RENAULT network where this Agreement was made will refund the Customer the price of the subscription.

#### **14.2 WITHDRAWAL**

The Customer does not have the right to withdraw under the Agreement, in accordance with Article L.121-20-2 of the Consumer Code.

#### 14.3. TERMINATION

# 14.3.1 Termination by the Customer

- a) In the event of theft, if the Vehicle is not found within 30 days after the theft was declared, the Agreement will be automatically terminated on the date of theft. To this end, in case of remote selling, the Customer must notify RENAULT or in the event of sale within the RENAULT network, the member of the RENAULT network where the Agreement was made within a period of 48 hours from the date of the theft, following the procedure provided in Article 17 hereof, together with supporting documents.
- b) In the event of total loss (destruction of the vehicle, fire, whatever the cause) or if the Vehicle is found to be technically or economically irreparable, the Agreement is automatically terminated on the date of loss. To this end, in case of remote sale, the Customer must notify RENAULT or in the event of sale within the RENAULT network, the member of the RENAULT network where the Agreement was made within one month from the date of the loss, following the procedure provided in Article 17 hereof, together with supporting documents.
- c) In the event the Vehicle is sold, the Customer must notify RENAULT or the member of the RENAULT network, in the event of remote sale within the network where the Agreement was made, within one month by registered letter with

acknowledgement of receipt, along with supporting documents (copy of registration certificate or copy of the Vehicle transfer certificate).

In the event this Agreement was paid in cash by the Customer, the remaining rights under this Agreement may be transferred to the purchaser of the Vehicle and the balance of the price will be retained by RENAULT. It is the Customer's responsibility to send RENAULT or RENAULT network the data of the purchaser of the Vehicle.

In the event of payment at maturity, the remaining rights under the Agreement may be transferred to the purchaser of the Vehicle and the balance of the price shall be retained by RENAULT or the member of the RENAULT network where the Agreement was made. In the absence of transfer, the Agreement will be terminated and the benefits of the Agreement will stop on the date of sale of the Vehicle.

- d) In the event the Vehicle is recovered by a member of the RENAULT sales network, the Agreement and the rights thereto stop on the recovery date.
- e) In the event of subscription by instalments of the optional Services and exclusively for Electric vehicles, the Agreement will be terminated as of right in all cases of early termination of the lease of the traction battery belonging to the Electric vehicle (Total loss, unpaid, early return) and within the time and terms of the said lease agreement.

# 14.3.2 Termination by Renault

- a) In the event of non-payment of the price of the Application, Service or Pack ordered or subscribed, the performance of the Agreement will be immediately suspended; the Agreement will be automatically terminated within fifteen days after the notice remained unanswered, sent under the provisions of Article 17 hereof.
- b) The Agreement may be terminated automatically and without notice by RENAULT, by sending a notice under the terms provided in Article 17 hereof, in case of non-compliance by the Customer with the provisions of the Agreement.

#### 14.3.3 Consequences

Except for the case of termination provided in Article 14.3.1.c), in the event of termination stipulated in paragraph 14.3.1 of this Article :

-in case of distance selling or if sold within the network, RENAULT or the member of the RENAULT network where the Agreement was made will reimburse to the Customer, within a reasonable period of time, the price of the Applications, Services or Packs subject to the cancellation or termination of the Agreement, in proportion with the execution time of the Agreement remaining for these Applications or Packs from the date of termination.

This refund will be made either by bank transfer via bank account details provided in the order, or directly by the member of the RENAULT network.

In the event of termination provided in Article 14.3.1 e), the collections of the contribution related to the Services will cease simultaneously with the collections for the battery lease.

## **15 - TRIAL PERIOD**

The Customer is entitled to a trial period (or "*Trial Period*") offered by RENAULT in compliance with these provisions.

The subscription to this trial period is offered free of charge and for a limited time from the first use, via the Renault Hardware, R-Link Store or the Applications, Services and Packs related.

By agreeing to subscribe to the trial period, the Customer acknowledges having been informed of the Agreement, including these terms and conditions of sale, and accepting it. By entering the trial period, the Customer deems this Agreement accepted.

The trial period gives access to all the Applications, Packs or Services, as listed in the "my products" menu, available via the Renault Hardware or via the Third Party Hardware.

The trial period is available to the Customer for a limited period, as specified for each product in the "My Products" menu, available via the Renault Hardware or via the Third Party Hardware.

At the end of the trial period, the Customer will receive a grace period to access R-Link Store, as provided in Article 6 hereof, unless otherwise stated in the Specifications.

The provisions of the Agreement, including the conditions and limits for the use of Applications, are fully applicable to the Customer during the trial period. However, in case of conflict, the conditions presented in this Article 15 will prevail over the other provisions of the Agreement.

# 16 - PRIVACY

The access and the use of the R-Link Service requires that RENAULT should collect certain data including personal data that allows, in compliance with the European and French regulations, identifying an individual directly or indirectly. The personal data is processed by RENAULT, in its capacity as data processing authority, in accordance with these regulations. By agreeing with this Agreement, the Customer hereby acknowledges that the use of the Vehicle and the R-Link Service implies the collection and processing by RENAULT of personal data which may occasionally give rise to geographical location, for the purposes set forth herein, that the Customer expressly accepts. RENAULT commits to respect the privacy of the Customer, but it is the latter's responsibility to inform his passengers and other users of Vehicle on the rights and obligations hereunder.

## 16.1 Objectives

The collected personal data of the Customer is essential for the Customer's access and use of the R-Link Service, for his relationship with RENAULT and for suggesting new services and products.

## 16.2 Safety/Confidentiality

The personal data is confidential and handled and stored as such. RENAULT implements appropriate security measures and in the state of the art of current technology in order to protect the personal data it processes. All data collected by RENAULT is stored on secure servers. However, in the event of transmission by communication networks, RENAULT cannot ensure

absolute security. Indeed, even if RENAULT makes every effort to protect personal data, it cannot make any guarantee that the communications are not intercepted. When access to the R-Link Service is made using a password, RENAULT asks the Customer not to share it and to keep it confidential. The Customer is responsible for his password and for maintaining it confidential.

# 16.3 Storage period of personal data

The personal data that is collected through the use of the R-Link Service will be stored for the duration of the contractual relationship, after which it will be destroyed or made anonymous.

However, data related to the geo-location will be erased or made anonymous after delivery of the service.

## 16.4 Recipients of the personal data

The personal data may be communicated to RENAULT, its subsidiaries, suppliers of the Applications and Services as well as to any third party in a business relationship with RENAULT bound by a confidentiality agreement, both within and outside the European Union. RENAULT may also disclose personal data in cases where it would be required to disclose to an authorised third party in order to comply with any legal obligation or to enforce or have this document enforced.

# 16.5 Information for Customers and passengers

□ on the possible deactivation of the R-Link Service.

anyone using the Vehicle or who boarded it:	
□□on the collection and processing of personal data, □□on the possible geo-location of the Vehicle.	

and to obtain his authorisation of the transfer to third parties of certain data involving the use of the Vehicle and the R-Link Service.

### 16.6 Customer's rights

## 16.6.1 Right of access and rectification

In compliance with the French Data Protection Act No. 78-17 of 6 January 1978 as amended by Law No. 2004-801 of 6 August 2004, upon simple proof of identity, the Customer has the right to access and rectify his personal data as well as the right to oppose to the processing of his personal data by sending a letter to: Renault UK Customer Relations, The Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, HERTFORDSHIRE, WD3 9YS

#### 16.6.2 Geo-location

If the upload of personal data would likely lead to a geo-location, the Customer may oppose said upload by disabling the collection and transmission of information on the Vehicle and his profile in the menu Services – Settings – Data share. The Customer may also re-activate this geo-location feature under the same terms.

## 17 - NOTIFICATIONS

All notifications made by RENAULT or the Renault network to the Customer under the Agreement will be made by e-mail via the electronic address communicated when ordering the Applications, Services or Packs, or upon the creation of the R-Link Store account.

All notifications made by the Customer to RENAULT or the RENAULT network under the Agreement will be made by registered letter to the following address: Renault UK Customer Relations, The Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, HERTFORDSHIRE, WD3 9YS.

Any termination or cancellation pursuant to Article 14 hereof will be made by sending an e-mail to the Customer's e-mail address as it was communicated to RENAULT or by registered letter to the mailing address of the latter notified upon subscription of the Agreement in the network.

## **18 – DISPUTE SETTLEMENT**

In case of dispute concerning the execution of the Agreement:

if the Customer is a trader, the court of the pla or the court of the place of the registered office of network where the Agreement was made will have	the institution member of the RENAULT
I, the undersigned, declare taking note, having rea of the Specifications of the Connected Services be Sale of the Connected Services:  - Order number:  - Name of the Customer:	

if the Customer is not a trader, the court will be selected in accordance with the law;

Signature

# **DOORSTEP SELLING**

Customer's signature

(In accordance with Articles L.121-21 et seq. of the Consumer Code)
ORDER CANCELLATION
(Consumer Code articles L121-23 à L121-26) Terms:
<ul> <li>fill out and sign this form</li> <li>send it by registered letter with acknowledgement of receipt,</li> <li>use the address mentioned on the back,</li> <li>send it no later than the seventh day as of the time of the order, or if this period expires on a Saturday, Sunday or a holiday or public holiday, it is extended until the next business day.</li> </ul>
I, the undersigned, cancel the order stated below:
- nature of the Ordered goods or service:  - Order date:  - Name of the Customer:  - Customer's address :