

Terms and conditions of sale and use of Connected Navigation and Alert services and Privacy Statement

1. Purpose

The purpose of these terms and conditions of sale and use is to define the terms, conditions and procedures for:

- signing-up (initial subscription and renewal) and operating connected navigation services ("Connected Navigation") and/or,
- signing-up (initial subscription and renewal) and operating a speed camera data/danger zones service ("Alert Service"), subject to country scope or availability (see details in clause 4.2.2 below),

each of which has a specific name according to the Opel of vehicle bought as set out in Appendix 1.B.1 attached but which are individually and collectively referred to as "the Services" (as applicable) throughout these terms and conditions. These Services are supplied by the Manufacturer (as defined in clause 2 below) and are for use with the vehicle purchased being one of those offered by the Opels of the Manufacturer listed in Appendix 1.B.1.

These terms and conditions apply to the Services whether they are subscribed to separately, as a bundle, or as a Service plus option (including renewal) with variations depending on the Service.

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

- these terms and conditions of sale and use including Appendices 1.A and 1.B and, where applicable,
- the subscription form, to which these terms and conditions of sale and use are attached or as set out on the applicable vehicle Opel online connect store, as set out in Appendix 1.B.2 (the "**Opel Connect Store**"), and
- the Privacy Statement, set out in Appendix 2,

(referred to as "**the Contract**").

The subscription form states whether the Customer has subscribed to or renewed only Connected Navigation or Connected Navigation and the Alert Service, whether together with Connected Navigation in a bundle or with the Alert Service as an additional option.

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

2. Company providing the Services

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

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

We agree to make the Services available to you, provided that you accept these terms and conditions.

3. Terms and conditions of Subscription - Duration - Renewal

3.1 Conditions of subscription

The Customer, who is a registered keeper or long-term lessee of the Manufacturer's Opel vehicle, technically eligible and fitted with an in-car navigation system and touch screen (the "Vehicle"), can sign up for the Services.

The Connected Navigation service is needed in order to sign up to the Alert Service.

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

3.2 Procedure for Subscription, Duration and Renewal

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

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

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

When not offered as part of a bundle and where commercially available, the Customer can sign up for the Alert Service as an option for a period of 12 (twelve) months for an additional price, when ordering the Vehicle.

During this 12 (twelve) months period, the Alert 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. In case of termination, the Manufacturer will send a previous notice to the Customer at least 30 days before the end of the Alert Service and the price will be refunded to the Customer *pro rata temporis* depending on the period of availability of the Alert Service.

3.2.2 Online at the Opel Connect Store

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

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

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

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

When not offered as part of a bundle and where commercially available, the Customer can sign up for the Alert Service as an option for a period of 12 (twelve) or 36 (thirty-six) months for an additional price, at any time, unless the communication network(s) used for its delivery is (are) no longer available due to 2G and/or 3G network switch off, decided by the telecommunication carriers.

For an additional price, the Customer can sign up for an extension to Connected Navigation for an additional 12 (twelve) or 36 (thirty-six) months when the initial subscription period is due to expire, as may be described on the Connect Store.

After any contractual period, the Customer may renew the Services for a period of 12 (twelve) months for an additional price, unless the communication network(s) used for their delivery is (are) no longer available due to 2G and/or 3G network switch off decided by the telecommunication carriers.

During these 12 (twelve) months periods, the Services will terminate automatically if the communication network(s) used for their delivery is (are) no longer available or is (are) strongly saturated due to 2G and/or 3G network switch off decided by the telecommunication carriers. In case of termination the Manufacturer will send a previous notice to the Customer at least 30 days before the end of the Services and the price will be refunded to the Customer prorata temporis depending on the period of availability of the Services.

The Connect Store is a website administered by the Manufacturer where the Customer can sign up for or renew the Services or buy or subscribe to additional services, applications or functionalities. The Opel Connect Store is updated from time to time with new services, applications and functionalities.

The terms and conditions of sale and use of the Services may be modified at renewal and Customers are requested to approve the new version.

4. Description of the Services

4.1 General provisions

The Services consist of on-board access in the Vehicle to the Services described in clause 4.2 below, by means of the touch screen fitted in the Vehicle.

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

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

For more information on the content, terms, conditions and procedures for using the Services customers are able to consult the FAQ section following the link set out in Appendix 1.B.2 or to get in touch with the relevant Customer Relations Department or to the Customer Care Centre, details of which are given in clause 8 below.

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

Customers undertake to inform any person using the Services or occupying a place in the Vehicle that data - in particular geolocation data - is collected and shared. 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.

4.2 Description of the Services

Customers acquire the right to use the Services described below for the period subscribed for.

4.2.1 Connected Navigation

Connected Navigation includes the following features, provided that this information is collected by TOMTOM SALES BV, a Dutch company, whose principal place of business is at 154 De Ruyterkade, 1011AC, Amsterdam, The Netherlands (the "Service Publisher") or by any third party designated or contracted by the Service Publisher.

- **Online traffic:** This service allows traffic conditions to be displayed in nearly real-time, provided that this is information

which is collected by the Service Publisher. Traffic conditions on the route planned are summarised solely when the navigation system is used in driving view mode.

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

- **Local Weather:** This service allows weather forecasts to be displayed along the driver's route and at destination, as well as on the Vehicle's navigation system map, provided that this information is collected by the Service Publisher.
- **Parking information:** This service allows car parks to be displayed along the driver's route and at destination, as well as on the Vehicle's navigation system map, provided that this information is collected by the Service Publisher. For each car park, free spaces and the price are stated, provided that this information is collected by the Service Publisher.
- **Fuel Prices:** This service allows filling stations to be displayed along the driver's route and at destination, as well as on the Vehicle's navigation system map. The location of the filling stations and the last available price of fuel are displayed for indicative purposes only, provided that this information is collected by the Service Publisher.
- **Charging Points:** This service allows nearby compatible charging terminals and the number of available plugs to be displayed in real-time along the driver's route and at destination, as well as on the Vehicle's navigation system map, provided that this information is collected by the Service Publisher.
- **Online POI (Point of Interest) search:** This service allows an address to be found from among different categories of points-of-interest along the driver's route and at destination, as well as on the Vehicle's navigation system map.

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

Mapping and software updates for the navigation system may be made available by the Manufacturer or by the Service Publisher from time to time, and can be updated free of charge by the Customer following the process outlined in the link set out in Appendix 1.B.2.

4.2.2 Alert Service

This Service enables danger zones or risk areas present along the driver's route to be displayed (see clause 5.2.1 below). An audio and visual alarm is emitted when the driver is approaching a dangerous zone where the driver should exercise particular care and attention.

This Service also enables car-drivers to give one another mutual assistance by reporting hazards on the road. As this data originates from other users of the Service, you are reminded that they are given as an indication only and that the Manufacturer does not warrant their exhaustiveness or accuracy.

The Alert Service may not be available in all territories and jurisdictions, and some authorities due to legal reasons may restrict or prohibit use of all or a portion of the Services in certain territories and jurisdictions. Please see the list of countries and jurisdictions where the Alert Service is available in Appendix 1.A or ask your Customer Care Centre for more information. For the avoidance of doubt the Alert Service may also not be available for purchase in certain territories.

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

The data accessible via the Services is provided as an indication only and the Manufacturer cannot warrant its exhaustiveness or accuracy at the time the Services are used. In case of mismatch between the

information supplied by the Services and that on the ground, users should follow that on the ground, in particular all details displayed on road signs (one-way streets, speed limit signs, etc.).

Users must take account of the general condition of the Vehicle and its equipment, the state of the road and the weather conditions when using the Services. In all eventualities, it falls to users to abide by the Highway Code and road safety rules.

Users should also check the regulations on the use of data from the Services in the country in which they are located. Some Services or part of such Services may not be available in all territories and jurisdictions, and some authorities due to legal reasons may restrict or prohibit use of all or a portion of the Services in certain territories and jurisdictions. Please see the list of countries and jurisdictions where the specific Services are available in Appendix 1.A or ask your Customer Care Centre for more information.

4.4 Changes to the content of the Services

The Manufacturer may propose changes to the Services. Access to these changes and upgrades may possibly be subject to the Customer expressly accepting a new version of these general conditions of sale and use.

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

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

We are not obligated to provide any maintenance or support for the Services, technical or otherwise. If we provide any maintenance or support for the Services, we may stop any such maintenance, support, or services at any time.

5. Access to the Services and operating conditions

5.1 Access to the Services

5.1.1 Terms and conditions of access

The Services may be accessed according to one of the two connectivity modes described below. **Please note that the Customer may not change the connectivity modes, as this is part of the equipment of the Vehicle.**

- Connectivity via the Connect Box equipment in the event that the Vehicle is equipped with this:

The Connect Box equipment includes an integrated SIM card and includes transmission of the data needed to access the Services.

- Connectivity via the Customer's smartphone in the event that the vehicle is not equipped with the Connect Box equipment:

To use this connectivity mode, the Customer must first have a compatible smartphone and a mobile Internet data sharing package of 100 MB per month at a minimum. According to the provisions of the contract signed by the Customer with their mobile telephony operator, additional fees may be charged to the Customer, especially roaming fees in the event that the Customer leaves the country or the European Union.

The Customer must first check with their mobile telephony operator to ensure they have a compatible smartphone and package to allow smartphone data to be used by the Vehicle applications. The list of Bluetooth compatible smartphones is available on the Manufacturer's website.

Provided they meet the aforementioned conditions, in order to activate the Services, the Customer must connect their smartphone to the Vehicle's Navigation system, using Wi-Fi, Bluetooth or USB.

Each time the Services are used, the Customer must ensure, before driving, that their smartphone is activated and connected to the Vehicle, either via Wi-Fi, Bluetooth or USB, in mobile Internet data sharing mode.

For more information concerning the process of connecting the smartphone to the Vehicle's Navigation system, the Customer should refer to their Vehicle's handbook.

The Customer is informed that restrictions on use may be applied if they use their smartphone to access the Services at the same time and if they use the Apple CarPlay™ or Android Auto™ features, depending on their smartphone's software, allowing the user to display some of their smartphone's applications on the Vehicle's touchscreen.

5.1.2 Activation

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

5.2 Operating conditions of the Services

5.2.1 Territory

The Services are accessible in the countries listed in Appendix 1.A, subject to mobile telephony network coverage. Note that the Alert Service may not be available to purchase in certain territories.

In accordance with current local legislation, the information provided within the framework of the Services is as follows:

- In France: current speed limits, hazardous sections of roads (in particular high traffic density sections, accident blackspots, of which some may be subject to speed checks, not reported as such), specific danger points (in particular traffic obstruction, dangerous crossings, temporary hazards), congestion, accidents, incidents, road works).
- In Switzerland and Germany: current speed limits, obstacles, congestion, accidents, incidents, road works.
- In other countries: fixed and mobile speed cameras, current speed limits, obstacles, congestion, accidents, incidents, road works.

5.2.2 Conditions of information feedback

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

- the Vehicle's engine must be running and the Vehicle must be in one of the countries listed in Appendix 1.A, subject to coverage by a mobile telephony operator (without technical, atmospheric or topographical limitation disrupting the said coverage). If the engine is not running or if the Vehicle is not in one of the aforesaid countries or if the Vehicle is in a zone not covered by a mobile telephony operator network, the information is acquired and fed back the next time the engine is started up in one of the countries covered, subject to coverage by a mobile telephony operator;
- the user has activated the data-sharing device of the navigation system, as this is necessary to deliver the Services; and
- in the case of connectivity via the Connect Box, the Services cannot function if the Connect Box or components necessary for the Services to operate are damaged due to an accident, theft or any other event.
- in the case of connectivity via the user's smartphone, the Services cannot function if the conditions identified in condition 5.1 are not met.

6. Prices - Terms and conditions of payment - Billing

6.1 General provisions

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

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

The prices are those displayed at the Retailer's point-of-sale, who distributes the Services on behalf of the Manufacturer. They include all taxes.

6.3 Online subscription and renewal of Services

The prices for the Services ordered online from the Opel Services Store are those displayed on the Connect Store. The prices indicated are in € and include value added tax. The Customer can pay for the Services by means of the payment options offered on the Connect Store.

7. Buying and Renewing Services Online

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

a. upon completing the ordering process on the Opel Services Store webpages, the Customer will have made a binding offer to the Manufacturer to enter into the Contract.

b. the Manufacturer will immediately confirm the receipt of the order by sending an email to the Customer. The order is sent merely as notice to the Customer about the receipt of his offer and will not yet form a contract, i.e. it will not be deemed an acceptance of the Customer's offer.

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

8. Customer Contact Centre

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

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.

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

9. Cancellation

9.1 Cancellation of the Services

9.1.1 Cancellation of Services ordered online from the Opel Services Store

Customers who are consumers have the right to cancel the Contract within 14 (fourteen) days without giving any reason. The cancellation period will expire after 14 (fourteen) days from the day of the conclusion of the Contract as described in clause 7 above. To exercise the right to cancel, the Customer must inform the Manufacturer (see details in clause 8 above) of their decision to cancel the Contract by a clear statement (e.g. a letter sent by post, or e-mail). The Customer may use the cancellation form set out in Appendix 3, but it is not mandatory to use this form. To meet the cancellation deadline, the Customer must postmark their communication concerning their exercise of the right to cancel before the cancellation period has expired.

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

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

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

The Customer must then inform the Manufacturer at the address in Clause 8 above.

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

9.1.3 Cancellation at the initiative of the Manufacturer

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

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

9.1.4 Our right to terminate the Services.

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

10. Malfunction of the Services

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

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

11. Force majeure

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

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 Services; or
- a partial or total malfunction arising from disruptions to or interruptions in the means of communication provided by the telecommunication operators used for the Services; or
- collective industrial conflicts at the Manufacturer or its suppliers.

12. Limitations - Liability

12.1 – Limitations of the Services

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

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

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

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

12.2 Liability

12.2.1 Non-business Customers

The following clauses apply where the Customer is a consumer:

Customers are liable for using the Services and by this fact assume sole entire liability for any infringement of third party rights and, in particular, but not limited to, for any infringement of freedoms or privacy, which might arise from use of the Services by them or users of the Vehicle.

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

Similarly, the Manufacturer has no liability in respect of any interruption in the communication networks enabling access to the Services, total or partial unavailability of the Services due to the telecommunications operator, or of problems connected with the security of transmissions due to the telecommunications operator.

If the Manufacturer fails to comply with these terms, the Manufacturer is responsible for loss or damage the Customer suffers that is a foreseeable result of its breach of the Contract or the Manufacturer's negligence, but the Manufacturer is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the Manufacturer's breach or if they were contemplated by the Customer and the Manufacturer at the time they entered into this Contract. Consequently, we will have no liability to you for any loss of profit, loss of business, business interruption, consequential damages, indirect damages, or loss of business opportunity.

The Manufacturer only supplies the Service for domestic and private use. The Customer agrees not to use the Service for any commercial, business or re-sale purpose, and the Manufacturer has no liability to the Customer for any loss of profit, loss of business, business interruption, or loss of business opportunity. It is therefore intended for general guidance and information purposes only, and not for formal record keeping or logging purposes, as there is always the risk of data loss or data corruption, so the Manufacturer does not provide any assurance that any data which you record with the Services will be available at all times.

12.2.2. Business Customers

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

Where the Customer is not a consumer, the Manufacturer shall not be liable to the Customer in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the Customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the Contract by the Manufacturer, or its agents, in a sum which is greater than the total price paid by the Customer for the Services.

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

Nothing in these general terms and conditions of sale shall operate so as to:

- a) exclude either party's non-excludable liability in respect of death or personal injury caused by its negligence or the negligence of its servants or agents; or
- b) exclude liability for fraudulent misrepresentation.

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

13. Personal data

In relation to Customers who are individuals, the collection and processing of personal data are governed by the terms of the Privacy Statement set out in Appendix 2.

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

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

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

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

14. Transfer of the Contract

14.1 In case of the sale of the Vehicle, the Customer may assign the Contract to the third party purchaser for consideration or free of charge and the Services would then be transferred for the remainder of the period indicated in clause 3.2. As a condition for a continued service, the Customer agrees to inform the purchaser of the Vehicle that the Vehicle is equipped with a navigation system with, among other capacities, the capacity to geolocate the Vehicle, the applicable

connectivity mode, and, more generally, the conditions for using the Services and to provide the purchaser with the associated documents.

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

14.2 We may transfer this Contract to someone else. We may transfer our rights and obligations under this Contract to another organisation (but this will not affect your rights or obligations owed to you). We will always inform you in advance of the transfer if this happens (either by way of a general notice on our website or by email). If you are unhappy with the proposed transfer, then you may contact us to end the Contract at any time prior to the transfer, by writing to us (see details in clause 8 above).

15. Intellectual Property

The Manufacturer and its suppliers remain the sole holders of all of the intellectual property and industrial property rights pertaining to the Services. So that you are aware, numerous elements of the Services are protected by copyright laws - trademark laws – and patent and utility models laws.

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

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

16. Updates

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

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

16.2. We may also change the Services and our privacy policy as it applies to the Services, by providing advance notice to you of the updated terms. Such changes may be made for reasons, which may include: changes in the features or functionality of the Services; compliance with laws; or changes in our operating model. If you do not wish to accept the updated terms, then you will have the ability to cease using the Services at that time and bring your Contract with us to an end by writing to us (see details in clause 8 above).

In such cases, we may modify this Contract by giving you notice or by asking you to read and accept a new version of this Contract. We may give you notice by posting a new version of the Contract on the Opel Connect Store. If you do not agree with any modification, then you may not use the Services. Your continued access or use of any of the Services after our notice indicates your acceptance to the modified Contract.

17. Additional important terms

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

17.2 **Waiver.** No term or condition of this Contract is waived and no breach is excused unless that waiver or consent is in writing and

signed by the party claiming to have waived or consented. No consent by any party to, or waiver of a breach by the other, whether express or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach.

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

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

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

18. Governing law

These general terms and conditions of sale and any dispute or claim arising out of or in connection with them or their subject matter or formation:

a) where the Customer is a consumer: shall be governed by and construed in accordance with the laws of the Customer's country of residence,

b) Where the Customer is subscribing to the Services other than as a consumer:

-in the case of PSA Automobiles as the Services provider, shall be governed by and construed in accordance with the laws of France

-In the case of a subsidiary of Stellantis as the Services provider which sold the Vehicle in the country concerned, shall be governed by and construed in accordance with the laws of France for Peugeot, Opel and DS Vehicles and Germany for Opel Vehicles and UK for Vauxhall Vehicles.

19. Dispute resolution

19.1 In case of any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation, the parties agree to resort in priority to alternative dispute resolution means, such as mediation.

Either party shall give to the other written notice of dispute, the Manufacturer via email to the Customer and the Customer using the means set out in clause 8 above, setting out the nature and full particulars of this dispute or claim. The Manufacturer and the Customer shall then attempt in good faith to settle the dispute or claim via mediation procedures.

No party may commence any court proceedings in relation to the whole or part of the dispute or claim aforementioned until fourteen (14) days after service of the notice of dispute, provided that the right to issue proceedings is not prejudiced by a delay.

19.2 If the dispute of claim is not settled by mediation within fourteen (14) days of commencement of mediation or within such further period as the parties may agree in writing, either party may issue court proceedings as follows:

(a) Where the Customer is subscribing to the Services other than as a consumer, you agree that the following courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation :

-in the case of PSA Automobiles as the Services provider, the Paris courts;
and

-in the case of a subsidiary of Stellantis as the Services provider which sold the Vehicle in the country concerned

- (i) the [Paris] courts for Peugeot, Opel and DS Vehicles
- (ii) the [German courts] for Opel Vehicles; and
- (iii) The court of England and Wales for Vauxhall Vehicles

(b) where the Customer is a consumer you agree that the courts where you reside shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

19.3 In addition, disputes may be submitted for online resolution to the European Commission Online Dispute Resolution platform at <http://ec.europa.eu/consumers/odr/>.

San Marino	X	X	X	X		X	
Slovenia	X	X	X	X	X	X	X (Static)
Slovakia	X	X	X	X	X	X	X (Static)
Spain	X	X	X	X	X	X	X (Static)
Sweden	X	X	X	X	X	X	X
Switzerland	X	X	X	X	X		X
Turkey	X	X	X	X	X		X (Static)
Ukraine	X	X	X		X	X	X (Static)
UK	X	X	X	X	X	X	X
Vatican State	X	X	X			X	

APPENDIX 1.B: OPEL DETAILS

1.B.1 SERVICES

The Services' names in Malta are set out as follows:

	Connected Navigation Service	Alert Service (Option)	Connected Navigation with serial Alert Service
Opel	Real Time Traffic by TomTom Services	Speedcam by TomTom Services	Connected Navigation Pack

1.B.2 OPEL CONNECT STORES AND WEBSITE DETAILS

The local Opel connect stores and specific website links in Malta are set out as follows:

	Opel Connect Stores	Website link for FAQ section (clause 4.1)	Website link for map updates (clause 4.2.1)
Opel	https://connect.opel.com.mt	https://connect.opel.com.mt/legal/FAQ	Available through the MyOpel smartphone app

1.B.3 CUSTOMER RELATIONS CENTRE DETAILS

The contact details in Malta for clause 8 above are set out as follows:

	Contact details
Opel	<ul style="list-style-type: none"> - by telephone on +356 21238854 from Monday-Friday, 08:00 to 16:00 stating that the call relates to the Services, - by internet on www.michaelattard.com "Contact" page https://www.michaelattard.com/contact - by post to the following address: Michael Attard Ltd, Attard Buildings, National Road, Blata I-Bajda HMR9010

APPENDIX 2: PRIVACY STATEMENT

Your personal data will be processed for providing the Connected Navigation by us PSA Automobiles S.A. a company registered in France with registered office at 2-10 boulevard de l'Europe 78300, Poissy, France as controller.

The data processing is based on Art. 6 (1) 1 b) General Data Protection Regulation (GDPR) and on consent according to Art. 6 (1) 1 a) GDPR in case you provide geolocation data. The processing of personal data is carried out in order to provide and mediate the Services as defined in the terms and conditions in section 1.

We as controller process your personal data as follows:

Data (mandatory data is marked with *)	Purpose(s)
1. Vehicle identification number (VIN)*, start and end of service (duration)	Activation
2. Name*, surname*, street*, number*, postcode*, town/city*, start and end of service (duration)	Invoicing
3. UIN (unique identification number associated to the touch screen)*, geolocation of the vehicle*	Provide the Services, such as Connected Navigation including e. g. online traffic, weather, parking information, fuel prices, online point of interest search

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

Above mentioned data in section 1 and 2 are obtained from the respective Opel Connect Store and/or the respective MyOpel customer data bases, owned by PSA Automobiles S.A., 2-10 boulevard de l'Europe 78300, Poissy, France in order to provide you with the service after your subscription to the respective MyOpel and/or the respective Opel Connect/Connect Store.

Above mentioned data in section 1 and 2 will be stored for 10 years after termination of the service. Above mentioned data in section 3 will be stored for 24h.

Geolocation for Connected Navigation

Understanding that it will limit the provision of the Services, you can deactivate the geolocation of the vehicle at any time, via the system settings menu. You can reactivate the Services at any time.

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

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

Recipients

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

Data	Purpose(s)	Recipient(s)
UIN, geolocation of the vehicle	Registration for the Services and providing the Services	TOMTOM SALES BV, a Dutch company, whose principal place of business is at 154 De Ruyterkade, 1011AC, Amsterdam, The Netherlands
Name, surname, street, number, postcode, town/city, start and end of service (duration)	Invoicing	HiPay SAS, 94 rue de Villiers, 92300 Levallois-Perret, France
Name, surname, street, number, postcode, town/city, start and end of service (duration)	Administration of the Services	Respective Opel as provider of Customer Care: Automobiles Peugeot, Automobiles Opel at 2-10 boulevard de l'Europe, 78300 Poissy, France. Opel Automobiles GmbH at Bahnhofspatz, 65423 Rüsselsheim am Main, Germany

Your Rights

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

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

If you want to claim your above-mentioned rights please write to us at, privacyrights@mpsa.com.

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

To exercise your right to lodge a complaint (Art. 77 GDPR) please contact Commission Nationale de l'Informatique et des Libertés (CNIL), 3 Place de Fontenoy, TSA 80715, 75334 Paris cedex 07, France (www.cnil.fr) or contact a supervisory authority.

Contacting us

PSA Automobiles SA, 2-10 Boulevard de l'Europe, 78300 Poissy, France, the members of the management can be found here: <https://www.groupe-psa.com/en/automotive-group/governance>. For detailed inquiries, you may contact the relevant Customer Relations Centre, as stated in Appendix 1.B.3.

Contacting the Data Protection Officer:

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

APPENDIX 3: CANCELLATION FORM FOR ONLINE SERVICE CONTRACTS

To: Michael Attard Ltd, National Road, Blata I-Bajda HMR9010

I hereby give notice that I cancel my Contract for the supply of the following service (delete as appropriate):

Connected Navigation Service
Connected Navigation and Alert Services (together), if offered as a bundle
Alert Service, where it is an option

Ordered on:

Name of consumer:

Address of consumer:

VIN Number (*):

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

Date

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