

TERMS AND CONDITIONS OF USE: Remote Control

These general terms and conditions of use govern the subscription to, and the use of, the **Remote Control** service via the MyBrand application.

The Service is provided by PSA Automobiles SA or such other subsidiary of Stellantis as notified from time to time (“PSA” or “we” or “us”).

PSA automobiles SA	2-10 Boulevard de l'Europe 78300 Poissy, a joint stock company with a capital of xxx €, having its registered office at -10 boulevard de l'Europe 78300 Poissy, France, registered registered with the-Versailles, Trade and Companies Register under N°xxxxx
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In order to use the service, the Customer must first subscribe to the **Remote Control** service and then activate the **Remote Control** service.

1 - DEFINITIONS

“Brand”: Generic term designating brands vehicle covered by the following document.

“My Brand APP” or “Application”: The mobile application, which has its own Terms and Conditions of Use (hereafter referred to as **“MyBrand T&Cs”**), available free of charge on the Apple Store or Google Play Store and downloadable on the Customer’s SmartDevice.

“Brand Service Store” refers to the local brand connected services stores

“Brand Website” refers to the global website of the Brand

“MyBrand Account”: The Customer’s personal space, which is required to access the Service. The Customer may create and/or access his/her MyBrand Account via either the Application or the Brand Services Store. A Vehicle may only be paired with one MyBrand Account (unique email address).

“Contact Center” or “Customer Contact Center” refers to support that the customer can contact for information

All detailed references concerning above references are located in Appendix 1

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

“Equipment”: Any vehicle’s equipment, including emergency call systems with Bluetooth or GSM technology embedded and/or touch screens, which allows the activation and use of the Service from a SmartDevice.

“Pairing Process”: To activate the Service, the Customer must successfully complete the process of pair his/her SmartDevice with the Vehicle so as to be recognized as the Vehicle’s user since the Service is reserved and only provided to the Customer. The Pairing Process has its own General Terms and Conditions that the Customer must accept prior to use.

“Service”: The Remote Control service, as further defined in paragraph 4 below, is provided by PSA either via the Application or via the Customer’s MyBrand Account. The Service allows the Customer to check the status of the vehicle doors (locked or unlocked), to control remotely the locking mechanism (of all the doors at the same time) and to remotely activate the horn and the external lights.

“SmartDevice”: Any internet-enabled device, including smartphones. It is specified that the Service only works with smartphones compatible with the Vehicle and meeting all of the Pairing Process requirements.

“Vehicle”: The Brand vehicle eligible for the Service in accordance with paragraph 2.2 below.

2 – PRECONDITIONS – ELIGIBILITY

2.1. Preconditions

In order to subscribe to the Service, the Customer must first:

- ❖ have the Application app installed on at least one of their SmartDevices ;
- ❖ create a MyBrand Account and sign in to the Application;
- ❖ check that:
 - the Vehicle is eligible for the Service in accordance with Article 2.2 below;
 - the SmartDevice is compatible with the Vehicle and MyBrand on the Brand Services Store, at <https://services-store.Brand.fr>

2.2. Vehicle Eligibility

Peugeot, Citroën, DS, Opel and Vauxhall vehicles equipped with infotainment equipment may be eligible. All technical eligibility is automatically checked.

However, the global eligibility of a Vehicle for the Service may vary from country to country as a result of the Service progressive rollout schedule and the date of the Customer's request.

Information on the Vehicle's eligibility is available by entering the Vehicle Identification Number (VIN):

- ❖ in the Application;
- ❖ online via the Brand Services Store. The list of eligible Vehicles is updated regularly as the Service is rolled out gradually. It is specified that any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest updates, which are available on the Application and/or the Brand Services Store.

2.3 . Territory

The Service may be subscribed to and used in the following countries: Austria, Belgium, Croatia (DS excluded), Czech Republic, Denmark, Finland, France, Germany, Greece, Hungary, Iceland (DS excluded.), Ireland, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Switzerland and United Kingdom.

Customers may only subscribe to the Service in their country of residence.

This list of countries is updated regularly as the Service is rolled out gradually. It is specified that any update is carried out without prior notice. As such, it is the Customer's responsibility to stay current with the latest updates, which are available upon request to the Customer Contact Center. To contact the Customer Contact Center, please refer to the details provided in paragraph 8 below.

3 – PURPOSE – SUBSCRIPTION

3.1. Purpose

The purpose of these general terms and conditions of use is to define the terms and conditions of the Service's subscription and use, hereafter referred to as "**the Service T&Cs**".

3.2 . Subscription

3.2.1 - The Customer may subscribe to the Service either:

- ❖ via the Application;
- ❖ via the online Brand Services Store

Due to the possible impact of specific national characteristics on the Service content, the Service must be subscribed in the Customer's country of residence, in accordance with paragraph 2.3 of the Service T&Cs. In this context, it is specified that any Customer in breach of this requirement shall not be eligible for any assistance from the Customer Contact Center and shall bear all foreseeable costs that may result from such a breach, without prejudice to paragraph 6.3 of the Service T&Cs.

3.2.2 Subscription is free of charge and effective once the Customer has read and agreed to the Service T&Cs by checking the box *"I have read and agree to the General Terms and Conditions"* via the Customer's MyBrand Account.

It is specified that to benefit from the Service, the Customer must complete the subscription by activating the Service, which requires the Customer to:

- ❖ accept the general terms and conditions of use of the Pairing Process, hereafter referred to as the **"Pairing Process T&Cs"**, by checking the relevant box;
- ❖ successfully complete the Pairing Process. The Customer will only be able to activate and use the Service once the Pairing Process is complete.

The Service is activated once the Customer has used the Vehicle in drive mode in an area with GSM network coverage. In principle, the Service activation should occur on the third start of the Vehicle.

For more information on the Service activation process, a frequently asked questions (FAQ) section is available on the Brand Website.

If the Customer is unable to activate the Service, the Customer should contact the Customer Contact Center using the contact details provided in paragraph 8.

3.2.3 Once the Customer has subscribed to and activated the Service in accordance with paragraph 3.2.2 above, a contract is formed between PSA and the Customer (hereafter referred to as the **"Contract"**). The Contract comprises:

- ❖ these Service T&Cs, which include the Service Privacy Statement;
- ❖ the Pairing Process T&Cs;
- ❖ the Application T&Cs, on which the Customer's MyBrand Account depends.

3.3. Updates to the T&Cs

PSA reserves the right to amend and/or update these Service T&Cs and to make upgrades to the Service in accordance with paragraph 4.2 below.

Access to these developments may require the Customer's express acceptance of a new version of the Service T&Cs, without it being systematic.

4 – DESCRIPTION OF THE SERVICE

4.1. Service features

4.1.1. General provisions

The Service allows the Customer to perform the tasks described in paragraph 4.1.2 below from his/her SmartDevice, using the connectivity features of the Vehicle's Equipment.

The Customer undertakes to comply with the terms of the Contract and to use the Service in a personal capacity and for the purposes described in these Service T&Cs, in accordance with applicable laws and regulations and third-party rights.

For more information on the Service activation process, a frequently asked questions (FAQ) section is available on the Brand Website. The Customer may also contact the Brand Customer Contact Center using the contact details provided in paragraph 8 below.

4.1.2. Service features

Once the Customer has signed into the MyBrand app, he may use the Service to:

- ❖ check whether (all) the doors are locked or unlocked ;
- ❖ lock or unlock all the doors remotely ;
- ❖ flash the lights of the vehicle for 10 seconds ;
- ❖ honk the horn of the vehicle for a predetermined number of times.
 - the number of times may vary between 3 and 5 depending on the model;
 - on some models, activating the horn will make the external lights flash simultaneously ;
 - it is responsibility of the user to check the local regulations that apply to the utilisation of the vehicle's horn as further described in paragraph 10 below.

4.2. Feature upgrades

PSA may make upgrades to the Service. Access to these developments may require the Customer's express acceptance of a new version of the Service T&Cs, without it being systematic, in accordance with the terms of Article 3.3.

The Customer is hereby notified that the Service may be modified any time to comply with regulatory changes.

If the Customer chooses not to install such updates or if it opts out of automatic updates, it may not be able to continue to use the Application and the Services and any possible continued use of the Service by the Customer will be at the Customer's sole risk and under his exclusive responsibility.

5 – TECHNICAL REQUIREMENTS

The Service will only be provided if the following conditions are met:

- ❖ The user is able to enter his PIN code in the MyBrand app when prompted ;
- ❖ The Vehicle and the Customer's SmartDevice have a permanent mobile data connection.
 - The Customer must therefore ensure that:
 - the “*privacy*” mode is disabled - service-related data can thus be shared (please refer to the settings available via the touchscreen on the vehicle's cockpit);
 - the Smart Device has an active mobile data connection ;
 - the Vehicle is located in one of the countries listed in paragraph 2.3 ;
 - the Vehicle is located in an area with mobile network coverage.

The Vehicle will move into power-saving mode some time after its last utilisation (depending on the model and on the equipment). To re-activate the Service the User may ensure that the vehicle is parked in an area with GSM coverage. He may be asked to dial his/her PIN Code into the MyBrand app to establish a secure connection between the Vehicle and the SmartDevice.

If the Customer changes their SmartDevice during the period encompassed by the Contract and wishes to continue their use of the Service, the Customer will be required to complete a further new Pairing Process , in accordance with the Application and the General Terms and Conditions of the Pairing Process.

For more information on the features included in the Service on to get instructions on how to use them, please refer to the “frequently asked questions” (FAQ) section on Brand Website. The Customer may also contact the Brand Customer Contact Centre using the contact details provided in Paragraph 8.

6 – SERVICE DURATION – TERMINATION – DEACTIVATION

6.1. Service duration and termination

The Service is available for a duration of 10 years, starting on the first day of the Brand's' new Vehicle warranty period, as set out on the registration card.

During this 10-year period the Service will terminate automatically if the communication network(s) used for its delivery is (are) no longer available or is (are) strongly saturated due to 2G and/or 3G and/or 4G network switch off, decided by the telecommunication carriers. The termination information will be made available on the Brand websites at least 30 days before the end of the Service.

PSA will be entitled to terminate the Service at any time for any reason. The information will be made available on the Brand websites at least 30 days before the end of the Service.

The Service may be modified in order to comply with regulatory changes, or to add new features as technology and customer requirements evolve. PSA may incorporate the Service features into any new feature and/or service.

Access to these new feature and/or service replacing the Service or into which the Service's features have been incorporated may be subject to the Customer's express acceptance of a new version of the Service T&Cs.

6.2 Termination by the Customer

(i) The Service will end if:

- ❖ the Customer wishes to terminate the Contract;
- ❖ the Vehicle is sold;
- ❖ the Vehicle is destroyed,
- ❖ the Vehicle is stolen and the Customer received a pay-out from his/her insurer.

(ii) It is specified that if the Vehicle is sold, the Client shall:

- ❖ terminate the Service;
- ❖ refrain from using the Service;
- ❖ respect all of his/her obligations to third Parties, which includes the Vehicle's buyer, in accordance with Point 7 of the Privacy Statement contained in these Service T&Cs. In this context, the Customer is advised that the Service activation by the Vehicle's new owner will turn the Service off.

It is specified that the Customer shall be liable for any use of the Service made after the Vehicle's sale.

(iii) In any of the above cases mentioned in ((i) and (ii)), the Customer must inform the Brand, either by writing to:

PSA will then formally terminate the Contract.

6.3 Termination for breach by PSA

In the event that the Customer breaches any term of the Contract, including the terms of paragraph 6.2 and/or the requirements to use the Service in a personal capacity, for the purposes described in these Service T&Cs, and in accordance with applicable laws and regulations, PSA may, at its discretion:

- suspend the Contract automatically;
- terminate the Contract early if a formal enforcement notice or notification goes unheeded.

It is specifically reiterated that the Customer shall be liable for any use of the Service made after termination, as provided for in paragraph 6.

7 – MALFUNCTION OF THE SERVICE

If the Service malfunctions, the Customer should:

- check that the issue is actually caused by a malfunction and not a user error by reviewing the frequently asked questions (FAQ) section available at Brand Website.
- contact the Brand Customer Contact Center using the contact details provided in Article 8 below, if the issue is a genuine malfunction.

Furthermore, to ensure the Service smooth functioning and continuous improvement, PSA may:

- ❖ update the Vehicle's Equipment (computer and electronic systems) remotely;
- ❖ advise the Customer to update the Application on his/her SmartDevice.

8 – BRAND CUSTOMER CONTACT CENTER

The Customer may contact the Brand Customer Contact Center for any inquiry about the Service or these Service T&Cs:

- by phone at 09:00 ~ 18:00 (price of a local call from a landline), from Mondays to Fridays, 8 am to 9 pm, and on Saturdays from 9 am to 7 pm. The Customer should state his/her call relates to the Remote Control Service;
- online, at: Brand Website (“Contact” section)
- by writing to: Brand Customer Relations Department.

9 – FORCE MAJEURE

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

Whether or not they are considered to be force majeure events by law, it is agreed that the following events will in any case be considered to be force majeure events:

- a government-ordered partial or complete shutdown of the mobile carrier’s network on which the Service relies and/or of the Service more generally;
- A partial or complete malfunction resulting from the disruption or suspension of the mobile carriers’ networks used for the Service;
- collective industrial actions by PSA or Brand’s employees or its providers or suppliers.

10 – LIMITATIONS - LIABILITY

10.1. Limitations of the Service

The Service operation may be limited, from time to time and in certain locations, due to circumstances beyond the PSA control, as a result of the effective mobile network coverage, local topography and atmospheric conditions.

Without prejudice to the provisions of paragraph 6.1 (Service Duration), the performance of the Service may be affected if the communication network(s) used for its delivery is (are) saturated due to 2G and/or 3G and/or 4G network switch off decided by the telecommunication carriers.

10.2. Liability

PSA provides the Service under a best-efforts obligation (“*obligation de moyen*”). PSA’s liability shall only arise in connection to the Service advertised features. As such, PSA shall not be liable in cases where the Customer breaches the Service terms and conditions of use.

The Service is used under the full and exclusive responsibility of the Customer, who shall assess and shall be solely responsible for assessing the conditions and circumstances before operating the Service.

The Customer expressly holds PSA harmless of all responsibility in relation to the use of the Service. The use of the Service is recommended only under the direct visual control of the Customer..

In particular it should be noted that in a number of countries, it is only permissible to use or honk the horn of the Vehicle for specific purposes (whether under local Highway Codes, regulations or otherwise). Therefore it is the Customer's responsibility to check the permitted use in the relevant country and the responsibility for the use of the Service and compliance with applicable Highway Codes, regulations or other such requirements falls exclusively on the Customer.

. The Customer is thus also solely liable for any infringement of third-party rights, including but not limited to, infringement of individual freedoms and privacy rights, which could arise from the use of the Service by the Customer or by the users of the Vehicle.

PSA shall not be held liable in cases where:

- the Customer and/or any third party uses the Service, or information received by way of the Service, unlawfully, improperly or contrary to its intended purpose;
- the Service is not activated and/or the Pairing Process is not completed properly and/or the Pairing Process fails to complete, without prejudice to the limitations and/or restrictions laid down in these T&Cs;
- the Customer and/or any user of the Vehicle uses the Service and/or the Vehicle improperly, abnormally, unlawfully or in a manner that infringes on third-party rights.

In addition PSA is in no way liable and under no circumstance shall it be held liable for any type of loss, damages including those to the Customer in the event of theft, robbery and/or damage to the Vehicle and/or persons and/or material present on board the Vehicle, responsibilities, claims and expenses (including but not limited to legal costs, defence costs and termination), direct, indirect or consequential, arising from or relating to the provision or the use of the Service, regardless of the cause, arising from the Contract, unlawfulness (including negligence), regulations or otherwise. PSA shall not be liable for any loss or damage whatsoever (even where predictable) arising from or relating to the use (including, but not limited to those arising from any breach of the applicable Highway Code), or the inability to use the Service, or the use or dependency on said Service.

Likewise, PSA shall not be held liable in the event that the mobile networks required to access the Service are temporarily unavailable, the Service is partially or wholly unavailable for reasons attributable to the mobile network carrier, or data cannot be transferred securely for reasons attributable to the mobile network carrier.

11 – INTELLECTUAL PROPERTY – PERSONAL DATA

11.1. Intellectual property

PSA and its suppliers remain the sole owners of all intellectual property rights related to the Service.

PSA and its suppliers grant the Customer a licence to use the Service, such licence covering the entire period during which the Customer is subscribed to the Service.

11.2. Personal data

PSA treats the Customer's privacy as a top priority. The Customer should refer to the Privacy Statement below for more information on how PSA processes his/her personal data.

12 – APPLICABLE LAW – DISPUTES – CONSUMER MEDIATION SERVICE

These Service T&Cs are governed by French law. The parties shall seek an amicable settlement to any dispute that may arise between them. Failing amicable agreement, the Customer, as a consumer, is informed, in accordance with Article L.211-3 of the French Consumer Code ("*Code de Consommation*") that he may refer the case free of charge to an approved mediator, prior to taking the matter to the relevant Court, and after the submission of a written complaint to PSA Automobiles SA. To exercise this option, the Customer may contact one of the mediators registered on the list maintained by the Consumer Mediation Evaluation and Control Commission pursuant to Article L.615-1 of the French Consumer code ("*Code de Consommation*"), namely Médiation CMFM. The referral may be made in writing to the following address: Médiation CMFM, 21 Rue des Malmaisons, 75013, Paris, France, or via the mediator's website.

The decision on whether to use the mediation service is left to the Customer's discretion. If the Customer opts for mediation, either party is free to accept or reject the solution proposed by the mediator. Where an amicable settlement cannot be reached, or the Customer opts not to use the mediation service, or where the mediator's proposed solution is rejected by one or both of the parties, the Customer, as a consumer, may refer the matter to the relevant court, where the dispute will be heard under ordinary law.

The mediation option does not apply to disputes between PSA Automobiles SA and a trade Customer. Any such disputes that cannot be settled amicably shall fall under the exclusive jurisdiction of the Courts presiding over PSA Automobiles SA's registered office.

European consumers may use the European Union's Online Dispute Resolution (ODR) service to submit complaints relating to online purchases. Complaints submitted via this channel will then be forwarded to the relevant national mediation service. The ODR platform is available at the following address: <https://ec.europa.eu/consumers/odr>

PRIVACY STATEMENT: Remote Control SERVICE

Your personal data will be processed to ensure the execution of the contract subscribed for Remote Control Service by PSA Automobiles SA, 2-10 Boulevard de l'Europe, 78 300 Poissy, France as controller.

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

Data (mandatory data is marked with *)	Purpose(s)	Legal basis
1. Data on your MyBrand Account or smart device (phone number*, e-mail-address*, smartphone identification*) and on your vehicle (Vehicle identification number (VIN)*, vehicle status* (especially ignition status, CID presence, lock status and opening status), privacy setting status*)	To activate, provide & maintain the service	Art. 6 (1) 1 b) General Data Protection Regulation (GDPR)
2. Data related to the use of the Service such as use of REMOTE functions (lock/unlock/horn/light), contract status	Create statistics to improve the Services and product (optimising and improving the specifications of the vehicle, including the personal data: to improve safety, develop new vehicles and functions, confirm the quality of the vehicle, analyse vehicle trends)	Art. 6 (1) 1 f) GDPR: The legitimate interest of the Manufacturer in improving its products and services

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

Data used for services and product improvement will be stored for 7 years. Contractual data will be deleted after 10 years of inactivity.

Recipients

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

Data	Purpose(s)	Recipient(s)
Name, surname, street, number, postcode, town/city, start and end of service (duration)	Administration of the Service	The relevant Brand Customer Contact Centre

Above mentioned data in section 1. and 2.	Above mentioned purposes in section 1. and 2.	Our respective engaged (IT) service providers who act as processors, in particular to Peugeot Citroën DS Morocco, Sidi Maarouf Business Center, 1100 Boulevard Al Quods, Casablanca Nearshore Park shore 22 – 20270, Sidi Maarouf who is placed outside the European Economic Area (EEA) in Morocco and therefore in a country without adequate level of data protection. There is no adequacy decision of the European Commission but there are appropriate safeguards in place, which are in this case EU Standard Contractual Clauses. In order to obtain a copy please send an email to privacyrights@stellantis.com .
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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@stellantis.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 a respective supervisory authority.

Contacting us

PSA Automobiles SA, 2-10 Boulevard de l'Europe, 78300 Poissy, France; the names of 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 Brand Customer Contact Centre using the contact details provided in Paragraph 8.

Contacting the Data Protection Officer

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

Appendix 1 - Definitions: Brand – Website – MyBrandApp - Contact

In all the following document Brand refers to one of the following :

Corporate Name (central entity)	
PEUGEOT	Automobiles Peugeot, a public limited company with a capital of €172,711,770, having its registered office at -10 boulevard de l'Europe 78300 Poissy, France, registered registered with the-Versailles, Trade and Companies Register under N° 552 144 503
CITROËN	Automobiles Citroën, a public limited company with capital of €159,000,000, having its registered office at-10 boulevard de l'Europe 78300 Poissy, France, registered registered with the Versailles, Trade and Companies Register under N°. 642 050 199.

The service is provided by PSA Automobiles SA, or such other subsidiary of Stellantis as notified from time to time ("**PSA**" or "**we**" or "**us**").

PSA automobiles SA	2-10 Boulevard de l'Europe 78300 Poissy, a joint stock company with a capital of xxx €, having its registered office at -10 boulevard de l'Europe 78300 Poissy, France, registered registered with the-Versailles, Trade and Companies Register under N°xxxxx
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Brand connect store refers to the local brand connect stores and specific website links in Taiwan are set out as follows:

	Brand Connect /Service Stores	Website link for FAQ section	Brand Website
Peugeot	https://services-store.citroen.com.tw/	https://www.peugeot.com.tw/helpful-links/faqs-mypeugeot/	https://www.peugeot.com.tw/
Citroën	https://services-store.peugeot.com.tw/	https://www.citroen.com.tw/discover-citroen/faq/faq-mycitroen/	https://www.citroen.com.tw/

The contact (or Customer contact) details in Taiwan are set out as follows:

	Contact details
Citroën	<p>- by telephone on [0800-207-307]. Freephone call from a land line Monday-Friday from 09:00 to 18:00 [local hours] stating that the call relates to the Services,</p> <p>- by internet on www.citroen.com.com.tw "Contact" page [https://www.citroen.com.tw/contact-us/]</p>
Peugeot	<p>- by telephone on [0800-207-307]. Freephone call from a land line Monday-Friday from 09:00 to 18:00 [local hours] stating that the call relates to the Services,</p> <p>- by internet on www.peugeot.com.tw "Contact" page [https://www.peugeot.com.tw/helpful-links/contact.html]</p>

Customer Relations Department, Case YT 227, 2/10 Bd de l'Europe, 78092, Poissy, France, or by using the online form at: <https://Brand-fr-fr.custhelp.com>.

As a general rule, it is best to provide the Customer with a local contact information to allow him or her to have access to a content in his/her language.