

## **Renault R-Link: Conditions of access and use**

RENAULT has installed Renault R-Link to deliver a range of services and information to its customers.

Renault R-Link must be used under conditions that, above all, ensure compliance with the Highway Code. You must obey the applicable rules of the road when driving. As far as this is concerned, you must be able at all times to comfortably and instantly perform any manoeuvres you need to.

Your use of Renault R-Link is subject to compliance with the detailed conditions of access and use shown below ('General Conditions') and all the applicable laws. When you access Renault R-Link, and explore and use it, you unreservedly agree to the General Conditions, which take precedence over any other agreement you might have with RENAULT or the members of its dealer network in other respects.

### **General information**

#### **Renault R-Link is published by:**

##### **RENAULT s.a.s.:**

Société par Actions Simplifiée [Simplified Joint-Stock Company] with capital of 533,941,113 euros  
13/15, quai Alphonse Le Gallo  
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RCS Nanterre 780 129 987

### **Overview**

R-Link Store and the Renault R-Link services (hereinafter 'Renault R-Link') allow you, for a fee or free of charge, to download various types of content (including the Applications). The downloaded Applications, duly purchased from RENAULT if necessary, are then available to you via R-Link Store.

The Applications must be used in accordance with these General Conditions, the General Conditions of Sale accessible on the Renault site and any supplementary conditions that might apply associated with the use of certain Applications; the latter conditions are accessible from the Applications concerned (whole Contract). Some Applications may be covered by a separate usage licence which will be granted to you by a third-party publisher (the Third-Party Contract), to which RENAULT will not be a party. You agree and undertake to comply with and inform your passengers and any user of your vehicle of the rights and obligations stipulated in the Contract and in the Third-Party Contract.

### **Usage rights**

The Applications and their content (in particular: interface, texts, sounds, images, videos, software, databases, etc.) belong to RENAULT or to third parties, and are protected in respect of intellectual and/or industrial property rights. You undertake to use them only in strict compliance with the Contract and or Third-Party Contract. You recognise that your use of the Applications is restricted by RENAULT and the third-party publishers of the Applications. Any other use and, in general, any unlawful use renders you liable to civil and/or criminal penalties on the grounds of infringing intellectual property rights.

You recognise that you are not the holder of any intellectual or industrial property right over all or part of the Applications or over all or part of the content of these Applications. You are granted the Applications

for use in given countries, for personal and non-commercial use, under a non-exclusive and non-transferable licence insofar as is strictly necessary for use of the Applications via Renault R-Link, in accordance with the conditions and limits laid down in the Contract, particularly by the Usage Instructions for the Applications.

Generally speaking, the Applications are accessible for use by authorised persons and accessing them requires the use of compatible equipment, as referred to in the Usage Instructions associated with each Application, and, for certain Apps, Internet access and specific software, for a fee if applicable. Use of the Applications may also require periodic updates, as suggested by RENAULT or the third-party publishers via Renault R-Link. You recognise that you are solely and exclusively responsible for compliance with these requirements.

You are not authorised to copy, adapt, digitise, reproduce, distribute, sell, hire, modify, publish or create works derived from all or part of the Applications without having first obtained the express agreement of RENAULT or the third-party publishers, as appropriate.

### **Intellectual property rights**

Renault R-Link constitutes a work of which RENAULT is the author under Articles L. 111.1 *et seq.* of the Intellectual Property Code. The design and development of Renault R-Link are carried out by RENAULT.

The photographs, texts, slogans, drawings, images, animated sequences, whether or not accompanied by sound, and all integrated works, belong to RENAULT or to third parties that have authorised RENAULT to use them.

The vehicle models represented are protected by copyright and Articles L.511.1 *et seq.* of the Intellectual Property Code relating to the protection of the models filed.

Reproductions, on paper or an electronic medium, of Renault R-Link, the Applications and the works and vehicle models reproduced on it are authorised provided that they are strictly reserved for personal use, excluding all use for advertising and/or commercial and/or information purposes and/or provided that they comply with the provisions of Article L122-5 of the Intellectual Property Code.

Save for the provisions above, any reproduction, representation, use or modification, by any process whatsoever and on any medium whatsoever, of all or part of Renault R-Link, of all or part of the various Applications, of all or part of the works and vehicle models of which it is comprised, without having first obtained RENAULT's agreement, is strictly prohibited and constitutes a counterfeiting offence punishable by three years' imprisonment and a fine of € 300,000.

The name RENAULT, the RENAULT logo (diamond), the name of the vehicles in the RENAULT range and the products and services associated with them, together with the slogans and logos accompanying these brand and make names are, unless specifically stated, RENAULT's registered trade marks.

Other trade marks are also referred to and, as a rule, are identified by a capital letter. They are used by RENAULT either with the permission of their holder, or simply by way of indicating products and services offered by RENAULT.

The reproduction, imitation, use or affixing of these marks without having first obtained the agreement of RENAULT or their respective holders constitutes a counterfeiting offence punishable by four years' imprisonment and a fine of € 400,000.

Subject to the provisions of the General Conditions, the user must not copy, modify or reproduce, in any form whatsoever, the information and the items appearing on Renault R-Link, nor interfere with Renault R-Link, nor act in any way that contravenes the intellectual property rights of RENAULT and of the third parties that have authorised RENAULT to use them. The use of an intellectual property right belonging to RENAULT or to a third party that has authorised RENAULT to use it not expressly authorised by the General Conditions is strictly prohibited.

The above provisions apply without prejudice to the remedies available to RENAULT s.a.s for infringement of RENAULT s.a.s intellectual property in the jurisdiction in which the infringement takes place.

### **Management of passwords and access codes**

During the registration procedure for some Applications, you must enter an account name and an R-Link Store password. You alone are responsible for keeping your account name and password confidential and for all the activities that may be carried out on your account and/or using your password. You undertake to inform RENAULT immediately of any unauthorised use of your account and/or your password, and to make sure that you disconnect at the end of each session. RENAULT shall not be held liable for any loss or damage that may occur if these obligations are not met.

### **Information on products and services**

RENAULT reserves the right to change the information shown in Renault R-Link, at any time and without notice, bearing interactivity in mind, without this incurring the liability of RENAULT, the members of its network, or of its employees.

The RENAULT network is also at your disposal for any information you may require, particularly with regard to the prices and services offered, and their latest updates.

### **Dealer Network**

The RENAULT dealer network is at your disposal for any additional information you may wish to know about concerning each of the products and services offered and/or displayed on Renault R-Link.

Please contact your dealer for this.

### **Privacy**

The use of Renault R-Link, R-Link Store, the Applications and Services (hereinafter referred to jointly as 'Renault R-Link') may enable RENAULT to collect certain data, and especially personal data, that make it possible, under applicable European (including for the avoidance of doubt the United Kingdom Data Protection Act 1998) and French regulations, to directly or indirectly identify a natural person. The personal data are processed by RENAULT, in its capacity as Data Processor, in compliance with these

regulations. In signing up to this agreement, you recognise that using the vehicle and Renault R-Link involves the collection and processing by RENAULT of personal data that may, if necessary, result in geolocation for the purposes defined in this document, to which you expressly agree. RENAULT undertakes to respect your privacy, but it is your responsibility to inform your passengers and anyone who uses your vehicle of the rights and obligations stipulated in this agreement.

## 1 Purposes

The personal data concerning you that are collected when you use the vehicle and Renault R-Link are essential for the use of Renault R-Link and for providing Applications and Services, managing your relationship with RENAULT and for offering you new services and products.

## 2 Security/Confidentiality

The personal data concerning you are confidential and are processed and held as such. RENAULT makes use of appropriate security measures, representing the state of the art in the current technique, to protect the personal data it processes. All the data collected by RENAULT are stored on secure servers. However, RENAULT cannot guarantee absolute security where transmission via communications networks is concerned. Although RENAULT does everything possible to protect personal data, it cannot guarantee that communications are not intercepted. When access to the services or Applications requires a password, RENAULT asks you not to share it and to keep it confidential. You are responsible for your password and for keeping it confidential.

## 3 Length of time that personal data are kept

The personal data concerning you that are collected when you use Renault R-Link will be held throughout the contractual relationship, after which they will be destroyed or rendered anonymous. However, the geolocation-related data will be deleted/rendered anonymous after the service has been delivered.

## 4 Recipients of personal data

The personal data may be communicated to RENAULT, its affiliates, and to any third party in a commercial relationship with RENAULT bound by a confidentiality undertaking, located within or outside the EU. RENAULT may also communicate the personal data concerning you if it should have an obligation to divulge them to an authorised third party in order to comply with any legal obligation, or to enforce or to have this agreement enforced.

## 5 User-related information

Before using the vehicle and Renault R-Link, you undertake to inform anyone using the vehicle or having got into it:

- that personal data are collected and processed,
- that the vehicle may be subject to geolocation,
- of the possibility of disabling Renault R-Link,

and to obtain their permission with regard to certain data involving use of the vehicle and Renault R-Link being transmitted to third parties.

## 6 Customer rights

### 6.1 Right of access and rectification

Pursuant to Articles 38, 39 and 40 of the French Data Protection Act (Law no. 78-17 of 6 January 1978), as amended by Law no. 2004-801 of 6 August 2004, and the comparable provisions of the United Kingdom Data Protection Act 1998, you have the right to access and rectify data concerning you, and the right to object to the data concerning you being processed simply by proving your identity and contacting RENAULT Customer Relations at: Renault S.A.S. Customer Relations – 92109 Boulogne-Billancourt cedex FRANCE

Alternatively, you may contact the RENAULT service referred to in the applicable General Conditions and General Conditions of Sale.

### 6.2 Geolocation

Insofar as the feedback of your personal data is liable to involve geolocation, you may object to the data being fed back by disabling the collection and transmission of information on the vehicle and your profile

by going to: Services – Parameters – Data Sharing Settings. You may also enable this relocation function again by following the same procedure.

#### 7 Additional information

Renault R-Link must be used in compliance with this agreement, the General Conditions, the General Conditions of Sale accessible on the Renault site, the Usage Instructions and any supplementary conditions issued by the suppliers of Applications and services that you might be required to comply with when using certain Applications or certain Services. These last-mentioned conditions are accessible via the applications concerned and/or shown in the Product Sheets accessible under 'My catalogue'.

Under no circumstances shall Renault be held liable for providing access to sites through a hypertext link via Renault R-Link, nor shall it not bear any liability for the content, products, services, etc. available on these sites or via these sites.

### **Limit of liability**

You use Renault R-Link at your sole risk. Under no circumstance shall RENAULT, its affiliates or the members of its network be held liable for any material or consequential losses, particularly material harm, loss of data or programs, or financial harm, resulting from the access or use of Renault R-Link or of the sites connected to it. Renault R-Link content is offered without any guarantee whatsoever.

You accept and recognise that you are provided with the Applications as they are, and that you are entirely responsible for the use of the Applications by yourself or by any third party.

Within the limit of the applicable laws and regulations, RENAULT, its affiliates, the members of the RENAULT dealership network, its suppliers and partners accept no liability with regard to your use of the Applications and give no guarantee, explicit or implicit, regarding the accuracy, speed, performance, reliability or adaptation to a specific use of the Applications. In particular, RENAULT, its suppliers and the members of the RENAULT network do not guarantee that the Apps will be free from any error or anomaly or that they are exempt from breaches or attacks, especially by viruses, which may lead to problems, interruptions, breakdowns, or loss of data or information. Access to the Applications may be temporarily and periodically suspended for technical reasons; the technical teams will do their best to resolve the problem as quickly as possible.

In any event, RENAULT, its affiliates, the members of the RENAULT dealership network, its suppliers and partners are relieved of all responsibility:

- in the event of faults in the Applications due to a cause, deliberate or unintentional, attributable to you or to a third party or to a malicious act or due to software, an interface or any other product not supplied by RENAULT;
- in the event of non-compliance with the provisions of the Contract, especially the Usage Instructions for the Applications;
- in the event of modification of the Applications associated with a legislative or regulatory change in a given country;
- in the event of problems and/or the failure of communications networks or computing networks.

Concerning the Applications covered by a Third-Party Contract to which RENAULT is not a party, you recognise that RENAULT, its affiliates, the members of the RENAULT dealership network accept no liability with regard to the Application concerned, in particular relating to its content, operation or any problems with it.

Access to the products and services offered on Renault R-Link may be restricted. You must therefore make sure that the law of the country from which the connection is established allows you to access Renault R-Link.

### **Suspension/Termination**

Notwithstanding any other provision in the Contract, if you fail to comply with any of the conditions relating to use of the Applications, RENAULT reserves the right to suspend or terminate access to all or part of the Apps concerned without prior notice.

### **Applicable law**

These General Conditions are subject to French national law. The language of the General Conditions is French. In the event of a dispute, the French courts will have sole jurisdiction.

### **Updating of the General Conditions**

RENAULT reserves the right to modify and update access to Renault R-Link and the General Conditions at any time. These modifications and updates constitute obligations on the user, who must, as a result, regularly refer to this section to check the current General Conditions.

#### **Precautions when operating the system**

- Operate the controls (on the touchscreen or on the steering wheel) and consult the on-screen information only when driving conditions permit.
- Adjust the sound to a moderate level so that you can hear what is going on around you.

#### **Precautions when using the telephone**

- There are laws which govern the use of phones in vehicles. They do not necessarily authorise the use of hands-free phone systems under all driving conditions: drivers must be in control of their vehicles at all times;
- Using the phone at any stage (dialling, talking, searching for a contact, etc.) while driving is distracting and a significant risk factor.

##### **Using the telephone**

Your hands-free phone system is only intended to facilitate communication by reducing the risk factors, without removing them completely. You must always comply with the laws of the country in which you are travelling.

It is recommended that you stop the vehicle before entering a number or searching for a contact.

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Adjust your personal audio player only when driving conditions permit.

Store your personal audio player safely while you are driving (risk of it being thrown around if you have to brake hard).