



Rolls-Royce CarData

General Terms and Conditions for use of Rolls-Royce CarData

1. General information

- 1.1 Rolls-Royce Motor Cars Limited, Summit ONE, Summit Avenue, Farnborough, Hampshire, GU14 0FB, United Kingdom (hereinafter referred to as "RRMC") offers its customers the opportunity to use RRMC CarData to view selected information about their Rolls-Royce motor car ("telematics data"), these General Terms and Conditions for Use ("Terms and Conditions") govern the use of the RRMC CarData.
- 1.2 RRMC CarData is a Teleservices service. If these Terms and Conditions do not contain any more specific regulations, the General Terms and Conditions for Teleservice services apply.
- 1.3 The RRMC CarData service allows RRMC to offer its customers the option of easy access to telematics data collected as part of the Teleservice services
- 1.4 The use of RRMC CarData is free of charge for the customer.

2. Description and term of RRMC CarData

- 2.1 RRMC CarData offers RRMC customers the option of viewing a relevant selection of telematics data collected as part of the RRMC Teleservice services, which have been transmitted to RRMC and are stored there in the long term. The data transmitted to RRMC includes information about the mileage or tank content. A list of all available vehicle data relevant for the use of RRMC CarData may be found in the [telematics data catalogue](#). Details about data processing as part of the RRMC Teleservice services may be found [here](#).
- 2.2 In order to use RRMC CarData, an existing RRMC Teleservice contract in accordance with the General Terms and Condition of use for RRMC Teleservice is required:
- 2.3 Once the term of the RRMC Teleservice contract expires, the right to use RRMC CarData automatically expires.
- 2.4 The customer can request an archive file via RRMC CarData to view their telematics data, by completing the CarData request on the [rolls-roycemotorcars.com](#) website [here](#). It may take a few days to compile this archive file, or longer in exceptional cases. The customer will receive the CarData file via email as soon as it is available.
- 2.5 The customer may not use the RRMC CarData service for illegal purposes.

3. Availability and downtime of RRMC CarData

- 3.1 RRMC reserves the right to modify the scope of services of RRMC CarData, in as far as the customer can be expected to accept such a modification in relation to the overall scope. The same applies to adaptations to the telematics data catalogue, such as the form of the deletion or addition of individual attributes.
- 3.2 The quality and validity of the telematics data provided via RRMC CarData depends, among other things, on the vehicle model, the control devices installed, mobile network availability, and the frequency with which the customer makes use of RRMC Teleservice services (see the General Terms and Conditions of use for RRMC Teleservice for details). Telematics data displayed to the customer by RRMC CarData may deviate from the current status shown inside the RRMC vehicle. RRMC CarData provides the customer with the telematics data most recently transmitted to RRMC as part of the RRMC Teleservice services. The provision of RRMC Teleservice services and thus the transmission of telematics data depends on various factors and may be restricted in individual cases.
- 3.3 Faults with RRMC CarData may be the result of force majeure, including strikes, lock-outs and statutory regulations, as well as short-term capacity bottlenecks caused by peak loads or faults with the telecommunication equipment

of third parties. In addition, faults may occur as a result of technical and other work on RRM C or network operator equipment required to ensure smooth functioning or to make improvements to RRM C CarData (for example maintenance, repairs, system-related software updates, extensions). RRM C will take all reasonable steps to repair RRM C CarData faults in a timely manner.

4. Cancellation of the RRM C Teleservice contract, cancellation of RRM C CarData usage

- 4.1 If the RRM C Teleservice contract is terminated, the customer can no longer access or use RRM C CarData, as this requires a RRM C Teleservice contract.

5. Sale or permanent transfer of the vehicle

- 5.1 The customer cannot transfer his existing contract with RRM C for the use of RRM C CarData to a third party without the consent of RRM C. This also applies in the event that the customer sells his RRM C vehicle or permanently transfers it to another person.

6. Contact option

- o The RRM C Customer Contact team can be contacted by:
- o calling the Customer Contact Team on +44 (0)1243 525700
- o sending an email to enquiries@rolls-roycemotorcars.com
- o or by writing to us at:
Customer Contact Team
Rolls-Royce Motor Cars Limited
The Drive
Westhamptnett
West Sussex
England
PO18 0SH

7. Liability

- 7.1 RRM C shall not be liable for updating the data and information transmitted via RRM C CarData or for ensuring the accuracy of such data and information. The same applies to the consequences of faults, interruptions and malfunctioning of the services, including but not limited to those set out in Clause 3.
- 7.2 Nothing in this Agreement shall exclude or restrict the liability of RRM C for death or personal injury resulting from negligence or the negligence of its employees acting in the course of their employment.
- 7.3 Except as stated in clause 7.2 above, RRM C shall not be liable under this Agreement for:
- 7.3.1 any loss, damage, cost, expense or other claim for compensation arising as a direct or indirect result of any breach or non-performance of these Terms and Conditions due to events beyond our reasonable control; or
 - 7.3.2 any loss of profit, goodwill, indirect, consequential loss or economic loss.

8. Data collection, storage, usage and safety

- 8.1 The data transmitted by RRM C Teleservices are automatically encrypted using SSL protocol (Secure Sockets Layer Protocol). SSL is the industrial standard for the transfer of confidential data via the internet.
- 8.2 RRM C collects, stores and uses personal data provided by the customer and the motor car via the RRM C Teleservice services within the framework of statutory regulations, in as far as this is required to substantiate, design the content or amend the contractual relationship (inventory data) and to make use of RRM C CarData. Further information about processing personal or vehicle-related data as part of RRM C Teleservices may be found in the [RRM C Teleservices Terms and Conditions](#).

8.3 The customer is obliged to inform RRMC immediately about any changes to personal data that could affect the contractual relationship.

9. Place of jurisdiction and applicable law:

This agreement shall be subject to the laws of England and Wales and the English Courts shall have exclusive jurisdiction.

Date: May 2018