

Rolls-Royce Motor Cars

RRMC 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") at any time, to share data with third parties and to approve services for service and maintenance companies, in accordance with these General Terms and Conditions for Use ("Terms and Conditions"). As soon as the customer accepts these Terms and Conditions, a contract is concluded between RRMC and the customer about the use of 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 customers the option of easy access to telematics data collected as part of the Teleservice services and to release this data to third parties authorised by the customer. In addition, customers may approve service and maintenance companies that are not part of the Rolls-Royce authorised service network ("independent providers") for the provision of certain services. If approval is granted, these services will no longer be provided by RRMC, but by the selected independent provider. This includes the following services:

Service partner management services (e.g. processing teleservice calls)

After approval of an independent provider your service partner will automatically receive Teleservice Calls and the Teleservice Battery Guard from your vehicle. They will also access your vehicle electronic service history and repair history

Breakdown assistance

If you have chosen an independent breakdown assistance, you can contact this provider directly from the vehicle. Immediately, all relevant data about the vehicle's condition and your current position are transmitted to your chosen provider and a voice connection is established. Depending on the vehicle technology, the required data can be requested and called up remotely with your consent and released control functions can be executed remotely.

Accident assistance

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If you have chosen an independent accident assistance, you can contact this provider directly from the vehicle. In minor accidents where no automatic emergency call and airbag are triggered, the vehicle still detects the damage and informs you via the monitor display. You can now contact your chosen accident assistance provider. They will receive all relevant data about your vehicle, the accident and its location. Accident assistance can also be started manually through the rotary monitor controller

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- 1.4 Customers have the option to share selected telematics data with independent providers via the RRM C CarData service provided by RRM C. Customers can also approve the above-mentioned services for provision by an independent provider. Once approval is granted, the independent provider can receive vehicle data, make a voice call to the vehicle and receive remote access to the vehicle, depending on the conditions (see also the description of services in the Teleservices General Terms and Conditions under RRM C Teleservices Services, which is located on the RRM C website. Customers may withdraw data and service permissions at any time. Once approval for a service has been withdrawn from an independent service provider, the service will be provided by RRM C again, unless the customer grants approval to another independent provider.
- 1.5 The use of RRM C CarData is free of charge for the customer.
- 1.6 The respective most recent version of these Terms and Conditions of Use may be viewed, saved and printed via the RRM C website.

2 Description and term of RRM C CarData

- 2.1 RRM C CarData offers RRM C customers the option of viewing a relevant selection of telematics data collected as part of the RRM C Teleservice services, which have been transmitted to RRM C and are stored there in the long term, and to release them for transmission to third parties. The data transmitted to RRM C include information about the mileage or tank content. A list of all basically available vehicle data relevant for the use of RRM C CarData may be found in the telematics data catalogue. Details on data processing within the scope of RRM C Teleservice services can be found on the Get Teleservices Connected Form
- 2.2 In addition, customers have the option to approve certain repair and maintenance services for provision by an independent provider. For the provision of services by an independent provider, independent providers may access vehicle data, make a voice call to the vehicle or receive remote access to the vehicle, depending on the service. Details of the services are described in section 1.3
- 2.3 In order to use RRM C CarData, an existing RRM C Teleservice contract in accordance with the General Terms and Condition of Use for RRM C Teleservices is required.
- 2.4 Once the term of the RRM C Teleservice contract expires, the right to use RRM C CarData expires too.
- 2.5 The customers can request an archive file via RRM C CarData to view their telematics data by completing the CarData request on [Rolls-roycemotorcars.com](https://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 files via email as soon as it is available.
- 2.6 The customer can release telematics data selected via RRM C CarData for downloading

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by third parties at any time. The third party defines the data it requires and request their release from the customer. In addition, RRMCCarData can be used to approve the above-mentioned services for provision by independent providers at any time. Each of these services can only be approved for one independent provider at a time. However, the customer may replace an approved independent provider with another at any time. If the customer approves another independent provider for the provision of a service, approval is withdrawn from any existing independent providers, who will no longer be able to access customer data.

- 2.7 A data release and service release is only ever valid for one vehicle. If the telematics data for several vehicles are to be released to a third party or services for multiple vehicles are to be provided by independent providers, this release must be separately granted for each vehicle.
- 2.8 The release of telematics data and services to third parties is valid without a time limit. However, the customer can revoke a data or service release at any time, with future effect. All the customer needs to do is delete the data or service release they have granted by completing the Service Partner Assignment request form, select revoke permissions. Any consequences for the customer resulting from the revocation of a data or service release, such as those arising from a contractual relationship between the customer and the third party that was previously authorised, is the responsibility of the customer..
- 2.9 The customer may not use the RRMCCarData service for illegal purposes and must ensure that third parties comply with this regulation as well.

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3 Availability and downtime of RRM C CarData

- 3.1 RRM C reserves the right to modify the scope of services of RRM C 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 RRM C CarData depends, among other things, on the vehicle model, the control devices installed, internet availability, and the frequency with which the customer makes use of RRM C Teleservice services (see the General Terms and Conditions of Use for RRM C Teleservice for details). Telematics data displayed to the customer by RRM C CarData may deviate from the current status shown inside the RRM C motor car. RRM C CarData provides the customer with the telematics data most recently transmitted to RRM C as part of the Teleservice services. The provision of RRM C Teleservice services and thus the transmission of telematics data depends on various factors and may be restricted in individual cases.
- 3.3 Faults with RRM C 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 immediately or to contribute to their repair.
- 3.4 The customer may inform RRM C Teleservice Customer Services about any faults occurring with RRM C CarData (see Section 6 below).
- 3.5 RRM C is not responsible for the quality of services provided by independent providers. In some rare cases, for technical reasons, a voice call may be made not to the selected independent provider, but to RRM C, within the scope of service provision. RRM C is not responsible for the correctness of an independent provider's contact details (e.g. telephone number, customer support, etc.); this is the provider's own responsibility.

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.

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- 4.2 If the RRM C Teleservice contract for a specific RRM C vehicle is cancelled, no further data will be transferred to any third parties previously authorised via Service Partner Assignment. Any active service approvals for independent providers will also be terminated.

5 Sale or permanent transfer of the vehicle

- 5.1 The customers cannot transfer their 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 customers sell their Rolls-Royce vehicle or permanently transfers it to another person.
- 5.2 If customers sell their Rolls-Royce Motor Car, they must ensure that a revoke is carried out in accordance with Section 4.3. If customers permanently transfer their vehicle to a third party, the customer must inform this third party about all active releases and ensure that the third party consents to these releases.

6 Contact option

The RRM C Customer Contact team can be contacted by:

Phone: +44 (0)1243 525700

Email: enquiries@rolls-roycemotorcars.com

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 does not accept liability for updating the data and information transmitted via RRM C CarData and for ensuring their accuracy. The same applies to the consequences of faults, interruptions and malfunctioning of the services, especially in the cases described in Section 3.
- 7.2 RRM C does not accept any liability for errors or misconduct committed by independent providers during the provision of services.
- 7.3 In the event of slight negligence, RRM C is only liable if it has violated its major obligations (material duties) in terms of the content and purpose of the contract, i.e obligations that make due execution of the contract possible or obligations on which the customer regularly relies or may rely on. Such liability is limited to the typical damage

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that can be foreseen at the time of concluding the contract.

- 7.4 Personal liability of the legal representatives, vicarious agents and employees of RRM C for any damage resulting from their slight negligence is also limited to the extent described in the previous paragraph.
- 7.5 The liability of RRM C in the event of malicious non-disclosure of a defect, resulting from the assumption of a guarantee or a procurement risk, and in terms of the product liability law remains unaffected. Liability restrictions do not apply in the event of malicious intent, gross negligence, death, bodily injury or damage to health.

8 Data collection, storage, usage and safety

- 8.1 The data transmitted by RRM C Teleservices are automatically encrypted using SSL protocol (Transport Layer Security). 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 RRM C immediately about any changes to personal data that could affect the contractual relationship.

9 Place of jurisdiction and applicable law

Date: September 2020