General conditions of access and use of the Renault ASOS site

The present conditions of access and use of the website developed and opened by RENAULT and accessible at the address: www.asos.renault.com ("**Renault ASOS**" or the "**Site**") are intended to define the general conditions and legal and technical terms and conditions ("**T&CSs**") governing the use of the Site exclusively by auto repair professionals, who have duly registered on the Site and who have undertaken to respect the said T&CSs ("**User**").

The Site offers the User a range of products / services enabling him to:

- consult online technical information and / or
- consult technical training and / or
- order or download products and / or software, the description of which appears on the Site (electronic repair software, electronic certificates, etc.) and / or
- obtain information on Renault technical tools and training and / or
- access Renault technical assistance
- access to vehicle data through connectivity

This range of products and services are hereinafter designated as "**Services**" under the present T&CS. These Services as well as their supply are subject to the attached General Conditions of Sale for Renault ASOS products and services, which form an integral part of the T&CSs.

Some Services are reserved for European Union member states and we urge other countries to contact our representative Renault / Dacia in their country.

It is specified that the technical Information obtained through the Site is intended for the performance of repair and maintenance work on RENAULT brand motor vehicles exclusively by auto repair professionals with the skills and tools necessary to perform these jobs. RENAULT can in no way be held responsible for repair and maintenance work carried out on vehicles, their authors assuming full responsibility.

The use of technical information obtained through the Site is governed by the attached Conditions of Use of Technical Information, which are an integral part of the T&CSs.

1. General Information

The Site is operated by Renault SAS, a French company, société par action simplifiée, whose registered office is located at 122-122 bis avenue du Général Leclerc – 92100 Boulogne-Billancourt, registered in the Nanterre Trade Register under no. 780 129 987 (hereinafter "**RENAULT**")

2. Description of Services

The detailed description of the Services appears on the Site. RENAULT reserves the right to modify the Services and the information appearing on the Site, at any time, without notice, given the interactivity of the Site, without this incurring the liability of RENAULT.

3. Registration and Access to the Site

3.1. User Eligibility Requirements

In order to be eligible for access to the Site, the User shall be an auto repair professional or be an employee of a company specializing in auto repair with authorized access to the Site (granted by their company), it being specified that RENAULT reserves the right to require documents to verify the accuracy of such status.

RENAULT reserves the right, without notice, to permanently terminate access to the Site if the User concerned has provided incomplete or inaccurate information.

3.2. User registration process

In order to allow access to the Site and its use, the interested car repair professional must complete the registration form appearing on the Site and unreservedly accept these T&CSs, after having read them. This form must be fully completed and in good faith, providing only useful and truthful information.

After having filled in and validated the requested information, the User will receive at the e-mail address he has indicated an activation link which will allow him to access the Site and the Services available on the day of the connection (attention, only one User account will be created per e-mail address).

The User undertakes to:

- take responsibility for the security and / or use of their username and password,
- not reveal their username or password to a third party,
- not authorize any other natural or legal person to use their username or password,
- use the Site in accordance with the T&CSs.

The User is the one and only responsible for his password and his username, and for any use or access to the Site that may result from their use. RENAULT undertakes to verify the validity of the username and password. It is not their responsibility to verify the identity of a person accessing the Site via said password and User ID.

In order to access certain specific features of the site (electronic repair, etc.) the user must submit a request to Renault to obtain an electronic certificate and must provide additional information and undertake to comply with specific legal clauses.

The User must obtain, at his own expense, the equipment(s), software and telecommunications services(s) necessary to access the Site and to use the Services. The

User must immediately inform RENAULT of any fraudulent use of his password and log out after each consultation of the Site.

The User acknowledges that their use of Services can be limited by RENAULT up to 30 consultations per day or 600 consultations per month. Access to the Site, the Technical Information and the Services can be blocked by RENAULT once the limitation has been reached by User.

4. Availability of the Site

Access to the Site is possible 24 hours a day, 7 days a week, except in cases of force majeure. It is expressly agreed that RENAULT may from time to time interrupt, limit, suspend, prohibit, in whole or in part, access to the Site or to the Services to carry out maintenance operations, updates or to resolve technical problems relating to servers, networks or software, or in the event of failure of a third-party service provider. RENAULT may also and at any time modify, add or delete one of the Services and will endeavor to inform Users thereof.

RENAULT will make its best efforts to maintain the security levels defined in relation to the authentication mode defined above.

The User acknowledges, however, that the public nature of the Internet prevents RENAULT from guaranteeing that each User will be able to access the Site or one of the Services at any time during the period of availability of the Site and the opening period specific to each Service and that this access will not be interrupted in any way, that it will be free of error or any unauthorized breach of security.

The User acknowledges that neither RENAULT nor its suppliers are responsible or required to pay them damages due to the interruption, suspension, modification or abandonment of the Site or one of the Services.

5. Intellectual property rights

5.1. Copyrights and/or Rights to Designs and Models. This Site constitutes a work of which RENAULT is the author within the meaning of Articles L. 111.1 et seq. of the French Intellectual Property Code. The photographs, texts, slogans, drawings, images, animated sequences with or without sound as well as all works integrated into the Site are the property of RENAULT or of third parties who have authorized RENAULT to use them. The vehicle models represented on the Site are protected by copyright and articles L.511.1 et seq. of the French Intellectual Property Code relating to the protection of registered models. Reproductions, on paper or computer, of the said site and of the works and models of vehicles reproduced therein are authorized provided they are strictly reserved for personal use, excluding any use for advertising and / or commercial and / or information and / or that they comply with the provisions of article L122-5 of the French Intellectual Property Code. With the exception of the above provisions , any reproduction, representation, use or modification, by any means whatsoever and on any medium whatsoever, of all or part of the site, of all or part of the various works and models of vehicles which without having obtained the prior authorization of RENAULT, is strictly prohibited and constitutes an offense of counterfeiting punishable by two years' imprisonment and a fine of 150,000 euros.

5.2. Trademark rights. The name RENAULT, the RENAULT logo (diamond), the name of the vehicles in the RENAULT range and of the products and services associated with them, are trademarks registered by RENAULT. Other brands are also mentioned; they are in principle identified by a capital letter. They are used by RENAULT either with the authorization of their holder, or as a simple indication of products or services offered by RENAULT. The reproduction, imitation, use or affixing of these brands without having obtained the prior authorization of RENAULT or their respective owners constitutes an offense of forgery punishable by two years' imprisonment and 150,000 euros in fine.

5.3 The content of this Site is also protected by the *sui generis* protection of databases. The extraction of data without the prior written authorization of Renault is prohibited and may result in legal proceedings.

6. Guarantees, responsibilities and limitations of liability

6.1. regarding the User:

The User undertakes to comply with the provisions hereof, all the rules governing activities on the Site and the use of the Services and Technical Information as well as all the internal and international laws and regulations in force applicable to the activities of the User on the Site, through it or relating to it.

The User undertakes in particular not to:

- violate the provisions of the T&CS;
- Use Services onwards 30 consultations per day or 600 consultations per month;
- use the Site and the Services it offers fraudulently, illegally or without authorization;
- use the Site and its Services in violation of intellectual property laws, applicable rules and prescriptions defined by RENAULT;
- use the Site in such a way as to hinder or prevent access by other Users;
- infringe RENAULT's intellectual property rights;
- remove, hide or degrade any copyright notice, trademark or proprietary rights notices added or contained in the Site and its Services;
- allow the unauthorized disclosure or reproduction of part of the Site or information obtained through it;
- authorize access to the Site or one of its elements, or their use, by or for the benefit of a third party;
- create frames on other websites using material obtained through or relating to the Services;
- provide or create links with the Site;
- act or authorize acts that contravene the provisions of the T&CSs and which involve the Site and / or its Services;
- use robots, software or any other means on the site, its contents and in its Services.

The User must indemnify and indemnify RENAULT against all actions, claims for compensation or damages arising from or relating to an action or omission by the User or arising from or relating to the use of the Site or the Services.

6.2. regarding RENAULT:

RENAULT only undertakes, on the basis of an obligation of means, to do everything possible to ensure that access and use of the Site and the Services are implemented in accordance with the description of said Services as they appear on the Site and the laws and regulations in force.

The Site may contain links or referrals to other websites and other e-commerce sites. RENAULT is not responsible for the content of these other websites and assumes no responsibility for any damages of any kind, direct or indirect, caused by the content displayed on these other websites or accessible through them.

The content published on the Site by RENAULT may contain technical inaccuracies or typographical errors. It can be changed at regular intervals but also when RENAULT so wishes. RENAULT does its utmost to notify the User of changes made to the content published by RENAULT.

The User acknowledges that the content published on the Site by RENAULT is indicative, general and not exhaustive. RENAULT does not guarantee the adequacy of the content published on the Site by RENAULT to the needs of the User.

The User undertakes to use and exploit the content published on the Site by RENAULT and the Services offered under his sole responsibility and in accordance with the T&CSs. Consequently, RENAULT cannot be held liable for any direct or indirect damage caused to the User or a third party resulting from the use or exploitation by the User of the content published on the Site by RENAULT and the Services offered.

The Site and the Services are provided as is and according to their availability, and the User acknowledges that neither RENAULT nor its suppliers are responsible or required to pay damages due, in particular, to the interruption, suspension, modification of the Site or one of its elements, or a lack of adequacy of the Services to the needs of the User.

Given the level of security of the Site, RENAULT cannot be held responsible for fraudulent access to the Site constituting an offense covered by articles 323-1 et seq. Of the French Criminal Code.

RENAULT may, taking into account the circumstances, take all the measures which it deems necessary or appropriate with regard to the use of the Site and its Services by the User. In particular, RENAULT may interrupt, limit, suspend, prohibit, in whole or in part, access to the Site or the Services, without notice or compensation, if the User behaves or has engaged in activities prohibited by law and regulations in force or these T&CSs.

7. Personal data protection

In the context of the use of this Site, your personal data is processed under the conditions detailed in RENAULT's personal data protection policy, accessible here: https://a5o.public.asdh.aws.renault.com/documents/DATA_PRIVACY_EN_V1.pdf .

8. Audit rights

Provided that the User is notified in good time and during normal working hours, RENAULT has the right to periodically audit the use of the Site made by the User, subject to compliance with the confidentiality clauses hereof, to ensure that the User respects these T&CSs.

9. Suspension or limitation of the right to access the Site

RENAULT may, at any time and at its discretion, suspend, limit or permanently prohibit Users' access to the Site and to the Services:

- in the event of default by the User, after formal notice with immediate effect sent by RENAULT by registered letter with acknowledgment of receipt to the User,
- if the User behaves or has engaged in activities prohibited by the laws and regulations in force or these T&CSs,
- if the User exceeds the maximum daily or monthly consultations of the Site and/or its content allowed.

In the event of suspension, limitation or prohibition of access, all rights granted herein to the User terminate and the User must immediately cease using the Site and the Services, without prejudice to damages that RENAULT might seek.

The termination hereof is without prejudice to any provision hereof which must remain in effect despite such termination.

Data consultations by Users are associated with a repair activity for a customer’s vehicle and are therefore limited in terms of daily use, in line with the repairer's activity.

Any use outside this framework (estimated at between 1 and 30 vehicles maximum per day) will be considered as abusive use. If the User has any special requirements, the User shall contact the ASOS service correspondents to try and find a solution fitted to their needs.

10. General Provisions

10.1. Assignment. The User may not assign any of the rights or obligations he has contracted under these terms without the prior written consent of RENAULT.

10.2. Waiver of a right. The fact that a party does not assert or delays in asserting a right, a power or a prerogative recognized by the present cannot be interpreted as a renunciation of this right, this power or this prerogative. The waiver of a right is effective only if it is established by a written document signed by the party who is affected by it.

10.3. Notifications - Official assignments. Any official notification or assignment under these T&CS must be sent with acknowledgement of receipt to the postal mail of either Party by email.

10.4. Language. These T&CSs are written in English. This language prevails over all translations into other languages.

10.5. Choice of domicile. For the execution of these T&CSs and their consequences, each Party chooses to be domiciled at its registered office.

10.6. Autonomy of the provisions. The fact that one of the provisions of these presents is totally or partially invalid or inapplicable does not invalidate or make the other provisions of these present inapplicable with regard to the laws and regulations currently in force.

10.7. Force Majeure. Expressly, are considered as force majeure, in addition to those usually retained by the jurisprudence of French courts and tribunals, such as in particular strikes internal or external to the company, bad weather, government and legal restrictions and modifications. forms of marketing, computer failures and blocking of telecommunications, deterioration of RENAULT servers, and any other case beyond the express control of RENAULT.

The occurrence of a case of force majeure will, initially, automatically suspend the execution of the contract. If, beyond a period of 3 months, RENAULT and the User observe the persistence of the case of force majeure, the contract will be terminated automatically and by operation of law unless otherwise agreed between RENAULT and the User.

11. Applicable legislation - Jurisdiction clause

The T&CSs and all the rights and duties of the parties generated by or relating to the Site are subject to French law and are interpreted and applied in accordance with it. Any dispute concerning the T&CSs will be subject to the exclusive jurisdiction of the competent courts of Paris, to which the parties recognize the exclusive power to rule, notwithstanding the multiplicity of defendants or claims for compensation from third parties.

12. Update of the T&CS

RENAULT reserves the right to modify and update access to the site as well as the T&CSs at any time. These modifications and updates are binding on the User who must therefore regularly refer to this section to verify the applicable T&CSs.

General Conditions of Supply for Renault ASOS products and services

1. Identification of products and services provider

Renault SAS, a French company, société par actions simplifiée, whose registered office is located at 122-122 bis avenue du Général Leclerc - 92100 Boulogne-Billancourt, registered in the Nanterre Trade Register under no. 780 129 987 (hereinafter "**RENAULT**")

Website url: www.asos.renault.com

2. Scope

These Conditions of Supply of Renault ASOS products and services ("**CS**") apply to all online transactions concluded from the Renault ASOS site ("**Site**") with a User (as defined in the General

conditions of access and use of the Renault ASOS site) and are intended to define the contractual relationship between the company RENAULT and each professional automotive repair customer exercising his professional activity in the territory of the European Economic Area (the "**Customer**").

It is recalled that the technical information obtained via the products and services offered on the Site are intended for the execution of repair and maintenance work on RENAULT brand motor vehicles exclusively by automobile repair professionals having the skills and the tools necessary to carry out such work. RENAULT can in no way be held responsible for repair and maintenance work carried out on vehicles, their authors assuming sole responsibility.

The use of technical information obtained through the Site is governed by the attached Conditions of Use of Technical Information, which are an integral part of the Conditions of Supply.

3. Presentation of product / service offers and corresponding prices

The Site offers the User a range of products / services enabling him to:

- consult technical information online, and/or
- consult technical training and/or
- order or download products and/or software the description of which appears on the site (electronic repair software, electronic certificates, etc.) and/or
- obtain information on Renault technical tools and training,
- access Renault technical assistance.

Some services are reserved for European Union member states and professionals based in other countries are invited to contact the Renault / Dacia representative in their country.

The detailed description of the products / services and the corresponding prices can be found on the Site.

The conditions of use for Renault Technical Information online

The description of the technical information consultation package and the corresponding prices is detailed in the "Subscriptions" section of the site.

The period of validity of a package runs from the date of the first consultation carried out by the Customer, noted by RENAULT, regardless of the day on which the package is taken out. Example: If the Customer subscribes on day "d" for a one-hour "Package 1", and performs his first consultation the next day at 10 am, the package will be valid for 1 hour and the Customer can consult the Technical Information of 10 to 11 a.m. (local time), when the deadline will have expired.

The validity period of a package does not take into account the real connection time. It is therefore up to the Customer to correctly assess the adequacy of the aforementioned packages to his needs both with regard to the nature of the technical information desired and the time allowed to consult it.

The description of electronic repair services and the corresponding prices are detailed in the "Diagnosis" part of the Site. It is specified that this electronic repair functionality via specific Renault applications is only possible for vehicles approved in “Euro 5 and Euro 6” in accordance with regulations 715/2007 and 2017/1151(list available in the “inspection” section of the Site).

The User acknowledges that their use of Services can be limited by RENAULT up to 30 consultations per day or 600 consultations per month. Access to the Site, the Technical Information and the Services can be blocked by RENAULT once the limitation has been reached by User.

The conditions of use for Renault Technical Assistance:

The use of Renault technical assistance is reserved for automotive repair professionals such as:

- Automotive vehicle repair and maintenance garage
- Maintenance workshops for companies' fleets
- Integrated workshops of administrations

Who wish to express a request for technical assistance to Renault or Dacia.

Renault Technical Assistance will exclusively provide advice to help you in your diagnostic process. In no way will the technical assistance team carry out the diagnosis or intervene on the vehicle.

The scope of the advice will be limited to aspects of the diagnostic on the vehicle or the repair method. All other requests for assistance that are not related to the technical field of diagnosis or repair will not be processed by the Renault Technical Assistance team.

Furthermore, Renault technical assistance is reserved exclusively for countries that are members of the European Union,; for other countries, the User is invited to contact the Renault after-sales network in their country.

Prior to the User’s request for technical assistance, the User shall make sure that the diagnostic prerequisites are met; otherwise, Renault will not be able to assist the User in their diagnosis.

Prerequisites:

- The vehicle must be present in the workshop
- The vehicle is of Renault or Dacia brand
- The spare part is new and from Renault or Dacia or Motrio
- The vehicle's serial number must be recognized by Renault computer systems
- The fault codes in the computer (s) are recognized by the Renault computer systems
- The vehicle model must be referenced and digitized in the Renault technical documentation
- the User is a professional automobile repairer with an intra-community VAT number
- the User has trained as a mechanic or bodybuilder
- the User has an electronic diagnostic tool capable of reading the fault code frames in the computers
- the User must have consulted the technical documentation of the vehicle (repair manual, electrical diagram, etc.) in New Dialogys
- the User must purchase a technical assistance request ticket

Technical assistance process:

The technical assistance ticket gives you rights to two environments:

- Renault & Dacia documentary channel:

  The User will find all the technical information on repair methods, information associated with the vehicle maintenance program, labor times, spare parts and electrical diagrams)

- The Technical Assistance communication tool:

  It is a computer application so that you can send a message to Renault when the User requests technical assistance to be assisted in their diagnosis.

  The creation of your message is called a "Case" or a "CIR" (“Customer Incident Report”). A "Case" has a lifespan limited in time or in the number of your exchanges with a Renault technician.

  The Case will remain active for a period of "7 working days" or "5 exchanges" (1 outward journey + 1 return of the comment between two interlocutors = 1 exchange). The Case will be closed when the first of the two terms is reached.

  The purchase of a technical assistance request ticket gives the User the rights to consult the technical documentation in New Dialogys and to express a technical assistance request in R-Actis only on the serial number of the registered vehicle.

  In case the User wishes to express a technical assistance request for a second vehicle, the User is required to purchase a second ticket.

  The purchase of a ticket requesting technical assistance gives the User rights only for a single symptom/default on the serial number of the declared vehicle.

  In case the User wishes to make a second technical assistance request on the same vehicle with the same serial number, the User must purchase a second technical assistance request ticket for the same vehicle.

  Renault’s advice : the User shall i) be precise and exhaustive in the description of the facts written in the commentary of the Case; and ii) present the physical values measured, the parameters recorded in the calculators, attach the screenshots, graphics, photos, etc… as an attachment to the Case. All of this information will greatly contribute to the accuracy of the response.

  In case the User wishes to reopen a specific Case, the User has a maximum of 30 calendar days. Reopening a Case implies purchasing a ticket.

  The User acknowledges that a resolved Case will be automatically closed 4 business days after it was resolved.

4. Customer acceptance

Any order for a product appearing on the Site assumes the Customer's prior consultation and acceptance of these Conditions of Supply of Renault ASOS Products and Services (“Conditions of Supply”), the RENAULT Technical Information Conditions of Use, as well as the General Conditions of Access and Use of the Site ("T&CSs"). The fact that the Customer ticks the box "*I accept these Conditions of Supply of Renault ASOS Products and Services*" and confirms the order by clicking on the button "*I order*" implies full and complete acceptance of the aforementioned contractual documents, which will only be applicable to the order thus placed. The contractual information is presented in English and will be the subject of a summary confirmation from the payment and at the latest at the time of delivery.

5. Availability of products and services

Product and service offers and prices are valid as long as they are visible on the Site, within the limits of available stocks. In the event of unavailability of products after placing the order, the Customer will be informed by email or post as soon as possible, and the customer's bank account corresponding to the bank card used for the transaction will be re-credited with a amount equal to the amount debited on the date of the transaction. In the event of non-reimbursement within ten (10) working days, the Customer is invited to inform Customer Service by e-mail at the following address: list.support.asom@renault.com.

The execution of the order may be suspended by RENAULT or by the Customer in the event of a case of force majeure as defined herein.

6. Price

The price of the products and services ordered is that appearing on the Site on the date the order is placed.

These prices do not take into account the delivery costs, nor potential customs duties that could apply, which will be invoiced in addition.

All orders are payable upfront in euros.

The prices are modifiable at any time without notice, knowing that the articles will be invoiced on the basis of the rate in force at the time of the recording of the order, subject to availability.

The order must be paid in advance by credit card. The account corresponding to the credit card used for the transaction will be debited e at the time of confirmation of the order by the Customer.

In order to finalize the transaction, the Customer enters into a connection with a secure site which, after documentation by the Customer of the necessary information, will accept or not this method of payment. The Customer declares to have been informed that the confidentiality of information and the security of transactions (bank card number) are ensured by an SSL encryption process in accordance with the rules of the art.

7. Delivery

The products on the Site can only be delivered to countries in the European Economic Area.

The products are delivered to the delivery address that the Customer has indicated during the ordering process.

The times indicated are average times and correspond to the processing and delivery times. From the actual payment of the order, the average delivery time noted is fifteen (15) working days. This period is given as an indication and RENAULT cannot be held responsible for any exceeding of this period. However, in the event of a delay, an email will be sent to the Customer.

Any order not shipped within thirty (30) days of the order date is canceled unless otherwise stipulated and announced in the sale offer.

RENAULT reserves the right to cancel any order from a Customer with whom there is a dispute over payment for a previous order.

8. Transfer of ownership and risks

The transfer of ownership of the products and services that are the subject of the order to the benefit of the Customer will only be carried out after full payment of the price by the latter. On the other hand, the transfer of the risks of loss and deterioration of the products takes place as soon as they are delivered and received at the address mentioned by the Customer in his order.

9. Guarantee and Liability

The products delivered and services provided comply with the specifications described on the Site, as well as with French and Community legislation in force. RENAULT cannot be held liable in the event of non-compliance with the legislation of the country where the products or services are ordered and/or used.

The only guarantee granted by RENAULT relates to the provision of a service which provides the Customer with the product ordered without giving any guarantee as to the quality and content itself. RENAULT does not grant any guarantee concerning in particular the suitability of the products and services to the Customer's needs. RENAULT will in no case be liable to the Customer for indirect, consequential, special, incidental or dissuasive damages, loss of information or problems occurring during electronic payment, costs linked to a delay or to obtaining replacement products or services, whatever the cause, resulting from this contract.

RENAULT's warranty is limited only to the replacement or reimbursement of products recognized as defective or not conforming to the characteristics described on the Site. In all cases, the alleged lack of conformity must be established, if necessary, after examination by RENAULT of the product in question. No product return will be accepted without the prior written consent of RENAULT.

The Customer is brought to the attention of the Customer that RENAULT is not the owner of the secure electronic transaction and online payment service, and therefore disclaims all liability in this regard.

The Customer is solely responsible for the actual payment of the product purchased. The Customer is solely responsible for payment by credit card for the products ordered. RENAULT is not responsible for payment problems linked to the operation of the e-commerce service.

Likewise, the information that the Customer obtains within the framework of the services offered by RENAULT, whether on the Site, by e-mail or in the form of a text message, does not give the right to any RENAULT warranty other than those stipulated in the T&CSs. The Technical Information is made available to the Customer by RENAULT "as is" and must be used by the Customer in accordance with the provisions of the Conditions of Use of Technical Information.

The Customer acknowledges that RENAULT cannot be held liable in the event of an order delay or cancellation due to a shortage of stock at its publishers or in the event of an error in the presentation of the products.

10. Refund - Return

It is understood between the Parties that RENAULT will not exchange any products.

RENAULT undertakes to reimburse the Customer for products that do not correspond to their order, do not comply with the specifications described or are defective. In return, the Customer undertakes to make a detailed statement in writing and to return the product (s) to the following address:)Preciziei Street, No.3G, Sector 6,062203 Bucuresti,România, API : RO RBC A00 6 45. Returns are to be made to the aforementioned address in good condition or in the condition of receipt, accompanied by a copy of the invoice and the delivery slip. RENAULT will reimburse the product (s) under the conditions below.

No refund can be made in the absence of a lack of conformity or a defect observed under the conditions described in article 10 "Guarantee and Liability".

In the event of reimbursement linked to a lack of conformity or a duly noted defect, the shipping costs will be borne by RENAULT.

Refunds will be made within ten (10) working days or less after receipt of the products by RENAULT. In this case, the debited account corresponding to the bank card used for the transaction will be re-credited with an equivalent amount. No COD shipment will be accepted, whatever the reason.

11. Personal Data Protection

Personal Data Protection is addressed in Appendix 1 – Personal Data Protection attached to the present CS.

12. Customer Service

For any information or question, our Customer Service is at your disposal at the following address: list.support.asom@renault.com.

13. Electronical signature

In accordance with Articles 1367 and 1368 of the French Civil Code, the Parties agree that each of them may execute the Conditions of Supply electronically, including by affixing an electronic signature generated on the DocuSign platform or any similar service, and acknowledge that such electronic signature shall have the same legal value as a handwritten signature.

14. Audit rights

Provided that the Customer is notified in good time and during normal working hours, RENAULT has the right to periodically audit the use of the Site made by the Customer, subject to compliance with the confidentiality clauses hereof, for ensure that the Client complies with these T&CSs (including the Conditions of Supply).

15. Termination of these Conditions of Supply and/or orders

RENAULT has the right to terminate or suspend Conditions of Supply and/or orders in the event of default by the Customer within 15 days following formal notice sent by RENAULT by registered letter with acknowledgment of receipt to the Customer and which has no effect.

In the event of termination of the Conditions of Supply, all rights granted herein to the Customer terminate and the Customer must immediately cease using the Site, without prejudice to damages for RENAULT.

RENAULT may also suspend or limit at any time and at its discretion Customer access to services under the conditions defined in the T&CSs.

16. General Provisions

16.1. Assignment. The Customer may not assign any of the rights or obligations it has contracted under these terms without the prior written consent of RENAULT.

16.2. Waiver of a right. The fact that a party does not assert or delays in asserting a right, a power or a prerogative recognized by the present cannot be interpreted as a renunciation of this right, this power or this prerogative. The waiver of a right is effective only if it is established by a written document signed by the party who is affected by it.

16.3. Notifications - Official Assignments. Any official notification or assignment under these Conditions of Supply must be sent by email or fax and confirmed by registered letter with acknowledgment of receipt.

16.4. Language. These Conditions of Supply are written in English. English language prevails over all translations into other languages.

16.5. Choice of domicile. For the execution of these Conditions of Supply and their consequences, each party chooses to be domiciled at its head office.

16.6. Autonomy of the provisions. The fact that one of the provisions of these presents is totally or partially invalid or inapplicable does not invalidate or make the other provisions of these present inapplicable with regard to the laws and regulations currently in force.

16.7. Force Majeure. Expressly, are considered as force majeure, in addition to those usually retained by the jurisprudence of French courts and article 1218 of the French Civil Code, events such as in particular strikes internal or external to the company, bad weather, government and legal restrictions and modifications. forms of marketing, computer failures and blocking of telecommunications, deterioration of servers, and any other case beyond the express control of RENAULT.

The occurrence of a case of force majeure will, initially, automatically suspend the execution of these Conditions of Supply. If, beyond a period of 3 months, RENAULT finds that the case of force majeure persists, the Conditions of Supply will be terminated automatically and by operation of law, unless otherwise agreed between RENAULT and the Customer.

17. Applicable legislation - Jurisdiction clause

The Conditions of Supply and all the rights and duties of the parties generated by or relating to the Site are subject to French law and are interpreted and applied in accordance with it. Any dispute concerning the Conditions of Supply will be subject to the exclusive jurisdiction of the competent courts of Paris to which the parties recognize the exclusive power to rule, notwithstanding the multiplicity of defendants or claims for compensation from third parties.

18. Update of the general conditions

RENAULT reserves the right to modify and update access to the site as well as the Conditions of Supply at any time. These modifications and updates are binding on the Client who must therefore regularly refer to this section to verify the applicable Conditions of Supply.

Conditions of use of RENAULT Technical Information

1. Object

The purpose of this license is to determine the conditions under which RENAULT grants to professional automotive repair customers exercising their professional repairer activity in the territory of the European Economic Area plus Switzerland and Turkey (hereinafter referred to as the "**Customer**") a right to use Technical Information within the meaning of the definition given in Regulations (EU) n° 461/2010, (EC) 715/2007, and (UE) 2018/858 owned by RENAULT.

2. Scope - Ownership of RENAULT Technical Information

It is specified that many elements constituting all or part of the RENAULT Technical Information to which the Customer can have access (either through the online consultation service or through the online ordering service):

a) result from know-how developed by RENAULT;

b) are protected by copyright law such as in particular all articles, photographs, plans, drawings, software, CD-ROMs, databases;

c) and / or are protected by the legislation on designs and models such as in particular vehicle models;

d) are protected by legislation on brands such as the "RENAULT" brand, the "Diamond" logo and all the names of the vehicle models in the RENAULT range.

By using the Technical Information, the Customer acknowledges that said information is protected by an exclusive property right of RENAULT or of third parties who have authorized RENAULT to use it.

3. Scope of the license to use RENAULT Technical Information

3.1. Geographical scope. Authorization to use RENAULT Technical Information in accordance with the provisions of these conditions only applies to the territory of the European Economic Area.

3.2. Duration of the authorization. The duration of this authorization to use RENAULT Technical Information is granted in accordance with the provisions defined in Articles 3.3 and 3.4 below. In the event of non-compliance with the terms and conditions of this authorization, RENAULT reserves the right to terminate it at any time and without notice.

3.3. Right to use RENAULT Technical Information accessible through the Online Consultation Service. RENAULT grants the Customer the right to use non-exclusive RENAULT Technical Information accessible through the Online Consultation Service under the conditions defined below: In return for payment of the price defined on the Order Form, RENAULT authorizes the Customer to view, download and print the Technical Information for the time corresponding to the paid flat rate as defined in the General Conditions of Supply of products and services and to use

them without a time limit for the sole purposes of repairing and maintaining RENAULT brand vehicles.

3.4. Right to use RENAULT Technical Information accessible through the Online Ordering Service. RENAULT grants the Customer the right to use the RENAULT Technical Information accessible via the Site and/or electronic repair modules on a non-exclusive basis. In return for payment of the price defined on the Order Form, RENAULT authorizes the Customer, without time limit, to use the RENAULT Technical Information that the Customer receives for the sole purpose of its repair and maintenance activity for RENAULT brand vehicles.

3.5. Limits of authorization. Any use of RENAULT Technical Information outside the provisions of Articles 3.3 and 3.4 of these conditions is strictly prohibited without having obtained prior authorization from RENAULT.

Consequently, any reproduction, representation, use, adaptation, modification, incorporation, translation, marketing, partial or complete by any process and on any medium whatsoever (paper, digital, etc.) of RENAULT Technical Information outside of the authorization provided for in Articles 3.3 and 3.4 above are prohibited without the prior written authorization of RENAULT, subject to the exceptions referred to in Article L122.5 of the French Intellectual Property Code, under penalty of constituting an offense of infringement of copyright and/or designs and/or trademarks.

It is specified that the said Technical Information is intended exclusively for the performance of repair and maintenance work on RENAULT brand vehicles by automobile repair professionals exercising their activity in the countries within the geographical scope of this license and having the skills and tools required to perform this work. Consequently, any use of RENAULT Technical Information for other purposes and/or by persons other than those mentioned above and/or outside the geographical scope of these conditions is prohibited and requires prior authorization to be obtained from RENAULT. In this sense you can send your request for authorization for any use outside the scope of this license by contacting: list.support.asom@renault.com.

4. Liability and warranty

4.1. RENAULT is in no way responsible for repair and maintenance work carried out on vehicles, their authors assuming sole responsibility.

4.2. The Customer undertakes to use RENAULT Technical Information under his sole and entire responsibility. RENAULT assumes no responsibility in the event of any action, claim and/or claim by third parties of any kind that may be brought against the Customer as a result of the use of RENAULT Technical Information. As such, the Customer refrains from calling RENAULT in warranty, following its questioning and/or its conviction in the context of an action, complaint and/or third-party claim that it would have to suffer as a result of the use of RENAULT Technical Information.

4.3. The Customer also undertakes to guarantee RENAULT against any action, claim and/or claim by third parties of any kind that may be suffered by RENAULT as a result of the use of RENAULT Technical Information outside of the authorization that is expressly granted to the Customer by these provisions.

5. Intuitu personae

This authorization is granted to the Customer intuitu personae. Consequently, the Customer cannot transfer or assign it.

6. Applicable legislation - Jurisdiction clause

The Conditions of Use of Technical Information and all rights and duties of the parties generated by the Site or relating to it are subject to French law and are interpreted and applied in accordance with it. Any dispute concerning the Conditions of Use of Technical Information will be subject to the exclusive jurisdiction of the competent courts of Paris to which the parties recognize the exclusive power to rule, notwithstanding the multiplicity of defendants or claims for compensation from third parties.

The provisions of:

- General conditions of access and use of the Renault ASOS site
- Conditions of use of RENAULT Technical Information
- Conditions of supply of Renault ASOS products and services

also apply under the same conditions for the repair and maintenance of DACIA vehicles as well as the access and use of DACIA Technical information.

APPENDIX 1 – PROTECTION OF PERSONAL DATA

This Appendix forms part of the **General Conditions of Supply for Renault ASOS products and services** (the "**Main Agreement**"), and includes:

- Schedule A "Description of the Processing Activities";
- Schedule B "List of sub-processors";

Which constitutes an integral part of this Appendix.

1. DEFINITIONS

The following terms and expressions have the meanings set out below:

Applicable Regulations	means (i) the GDPR; ii) European Directive No. 2002/58 ("Directive on Privacy and Electronic Communications") and iii) any other applicable laws, case law, guidelines or recommendations of the relevant competent authorities, in their version applicable during the term of the Main Agreement.
Authority	means the competent supervisory authority for the Processing Activities.
Data Subject Request	means a request made by or on behalf of a data subject, in accordance with the rights granted pursuant to the Applicable Regulations.
Data Transfer	means any transmission, copying, exchange or sharing of Personal Data involving its communication to a person, entity or service provider located in a country outside the European Union or the European Economic Area (“EEA”) (hereinafter "Third Countries"), and/or any access by the person, entity or service provider in question to Personal Data.
GDPR	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
Personal Data	as defined by the Applicable Regulations and processed in the context of the Processing Activities.
Processing Activities	means the processing activities carried out by the Processor on behalf of the Controller, as described in Schedule A and within the framework of the Controller's documented instructions.

Services	means the supply of the connectivity module (as defined on the Site) which allows the User to perform a remote on-demand diagnostic on the vehicle's connectivity and connected services under the terms and conditions of the Main Agreement.
Standard Contractual Clauses	as set out in Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("SCC 2021/914/EU") hereinafter referred to as "SCCs".
Sub-processor	means the entity engaged by the Processor to carry out Processing Activities on behalf of the Controller and which is expressly referred to in Schedule B.

Capitalized terms and expressions not defined in this Appendix shall have the meanings ascribed to them under the Applicable Regulations or Main Agreement.

2. OBJECT

2.1. The purpose of this Appendix is to define the terms and conditions under which the Processor will carry out the Processing Activities.

3. ROLE OF THE PARTIES AND GENERAL OBLIGATIONS

3.1. The Parties will act as independent Controllers when Processing Personal Data of employees and contractors of the other Party for the purposes of the administrative management of the Main Agreement and the commercial management of their relationships.

3.2. RENAULT will act as Processor toward the User being the Controller, when processing Personal Data within the performance of the Services.

3.3. Each of the Parties will comply with its obligations under the Applicable Regulations.

4. OBLIGATIONS OF THE CONTROLLER

4.1. The Controller is solely responsible for ensuring compliance with the Applicable Regulations for the Processing of Personal Data implemented in the context of the use of the Services, including the Processing Activities. In particular, the Controller guarantees that the Personal Data has been collected in a lawful, fair, and transparent manner, in line with the purpose of the Processing and in compliance with the rights of the Data Subjects.

4.2. The Controller retains responsibility (i) for providing information to Data Subjects regarding the Processing Activities in accordance with the Applicable Regulations and (ii) for processing any request relating to the exercise of rights.

4.3. The Controller undertakes to provide any documented instructions relating to the Processing Activities entrusted to the Processor in writing. In this regard, the Controller instructs the Processor to carry out the Processing Activities described in Schedule A. If the Controller wishes to provide new documented instructions after the signature of this Appendix (hereinafter "Subsequent Instructions"), such Subsequent Instructions may be invoiced by the Processor. The Parties will negotiate in good faith the terms of their implementation.

4.4. The Controller shall only make available to the Processor the Personal Data indicated in Schedule A or in the Subsequent Instructions. Except as otherwise provided in the Main Agreement or in this Appendix, Controller shall not provide Special Categories of Personal Data to Processor or certain categories of data imposing specific security and data protection obligations not already covered as of the date of signature of this Appendix.

4.5. The Controller undertakes to provide the Processor with all information necessary for the proper performance of the Processing Activities and, more generally, to cooperate in good faith in the execution of this Appendix.

4.6. The Controller shall supervise the Processing Activities, including by monitoring the Processor under the conditions set out in Article 8 “Audit”.

5. OBLIGATIONS OF THE PROCESSOR

5.1. General obligations relating to Processing Activities

The Processor undertakes:

a) to process the Personal Data for the purposes of providing the Services, in accordance with the Controller's documented instructions, including those relating to Data Transfers and reproduced in Schedule A, subject to the provisions of Article 11.1 “Legal requirements”. In this case, Processor shall inform the Controller of this obligation, unless prohibited by law on substantial grounds of public interest.

b) to take appropriate technical and organizational measures to preserve the security, integrity and confidentiality of Personal Data in accordance with its obligations under the Applicable Regulations and as described in the security appendix of the Main Agreement ("Security Appendix").

c) to ensure that persons authorised to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

d) to inform the Controller if, in the opinion of the Processor, an instruction from the Controller is contrary to the Applicable Regulations.

e) to make available to the Controller all necessary information, with the exception of business secret information or other confidential information, to demonstrate compliance with its obligations in the context of the Processing Activities and to enable audits to be carried out.

5.2. **Obligation to provide assistance**

The Processor undertakes to provide the assistance required to the Controller under the Applicable Regulations, under the conditions as defined in this Article.

The Parties agree on the general principle that the assistance provided to the Controller by the Processor under this Article is carried out taking into account the nature of the Processing and the level of information that the Processor receives from the Controller and within the limits of the obligations incumbent on the Processor. Requests for additional assistance not covered by this Appendix will be subject to specific agreement between the Parties.

5.2.1. Notification of Personal Data Breaches

If a Personal Data Breach takes place in connection with the Processing Activities, the Processor shall notify the Controller without undue delay after becoming aware of it.

As of this notification, the Processor will communicate to the Controller the following information, as and when it is collected:

- the name and contact details of the data protection officer or other contact point where more information can be obtained;
- a description of the nature of the Personal Data Breach (including, if possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data concerned by the Personal Data Breach);
- the measures taken and proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects.

Where, and to the extent that, it is not possible to provide all information at the same time, the Processor's initial notification shall contain the information available at that time and, as it becomes available, additional information shall be communicated thereafter as soon as possible.

The Processor undertakes to cooperate, in a reasonable manner, with the Controller.

5.2.2. Data protection impact assessment

The Processor shall reasonably assist the Controller in carrying out impact assessments on the protection of Personal Data when a type of Processing is likely to result in a high risk to the rights and freedoms of Data Subjects, as provided for by the Applicable Regulations and, if necessary, to consult the Authority in advance under the conditions of the Applicable Regulations.

To this end, upon request, the Processor undertakes to make available to the Controller any useful documentation in its possession, which the latter does not hold.

In addition to the provision of this documentation, the Parties agree to come together to discuss the financial terms and conditions of the Processor's intervention in this context.

In any event, the Processor reserves the right to refuse to provide assistance to the Controller in the event of excessive or unfounded requests.

5.2.3. Data Subject Requests

Only the Controller is responsible for (i) providing the Data Subject with a relevant point of contact to exercise his/her rights, (ii) implementing necessary measures to take into account its request and (iii) for providing a response.

The Processor will assist the Controller in fulfilling its obligation to respond to the requests of the Data Subjects with appropriate technical and organizational measures, depending on the nature of the Processing Activities.

In this regard, in the event of receipt of a Data Subject Request directly by the Processor, the latter undertakes, subject to identification that the said request is related to the Processing Activities, to transmit the request to the Controller, who will be solely responsible for providing a response. The Processor cannot respond directly to a Data Subject Request.

6. SUB-PROCESSORS

6.1. The Processor is authorized to use Sub-processors for the performance of the Processing Activities.

6.2. As a general permission, the Controller authorizes the Processor to use the Sub-processor(s) listed in Schedule B, to the extent that they process Personal Data in the context of the performance of the Main Agreement for the purposes of the Processing Activities.

6.3. The Processor shall inform the Controller of any changes it intends to make to Schedule B, consisting of the addition or replacement of Sub-processors, in order to enable the Controller to raise any objection. The Controller must issue its objection in writing within fifteen (15) days of receipt of such notification, indicating the reasonable and documented grounds justifying this objection. In the absence of objection by the Controller within this period, the addition or replacement of Sub-processors is deemed to be accepted by the Parties.

6.4. The Processor shall ensure that its Sub-processors contractually commit to comply with data protection obligations similar to those set out in this Appendix.

6.5. The Processor remains solely and fully liable to the Controller for the performance of the obligations of its Sub-processors.

7. TRANSFER OF PERSONAL DATA TO A THIRD COUNTRY

7.1. To the extent that, in the context of the Services, the Personal Data must be transferred to a Third Country, the provisions of this article shall apply.

7.2. The Processor is authorized to carry out a Data Transfer to the Third Countries indicated in Schedule B for the needs of the Processing Activities in accordance with the requirements set by the Applicable Regulations.

7.3. If this Data Transfer is carried out to a Third Country that does not benefit from an adequacy decision by the European Commission, the Parties agree to frame this Data Transfer by the signature of Standard Contractual Clauses. If the Standard Contractual Clauses are not applicable in the context of the Data Transfer, the Parties agree to use any other alternative transfer mechanism provided under the Applicable Regulations.

8. AUDITS

8.1. The Processor shall provide the Controller with all information necessary to demonstrate compliance with the obligations defined in this Appendix and the Applicable Regulations.

8.2. The Controller, during the performance of the Main Agreement, within the limit of (1) time per contractual year, will have the opportunity to carry out an audit relating to the Processing Activities, under the following conditions:

a) To the extent possible, an audit will be scheduled only if the information referred to in Article 8.1 does not sufficiently demonstrate the Processor's compliance with its obligations under this Appendix.

b) If the Controller decides to appoint a third party to carry out the audit (hereinafter "Independent Auditor"), the latter must be approved in advance by the Processor, be subject to professional secrecy and have signed a confidentiality agreement.

c) The audit must be notified to the Processor by registered letter with acknowledgement of receipt with thirty (30) working days' notice and detailing the conditions of the audit, its duration, the methods used, as well as the documents and data audited. The Processor may address any remarks or questions related to the methods and scope of the audit. The Parties undertake to cooperate in good faith to agree on these various elements.

d) The Controller undertakes to minimize as much as possible any disruption to the Processor's activities that may result from such an audit.

e) The costs related to carrying out an audit will be the sole responsibility of the Controller.

8.3. It is specified that neither the Independent Auditor nor the Controller may carry out penetration tests, vulnerability checks, or otherwise solicit the Processor's network or computer systems.

8.4. Under no circumstances, the Controller nor the Independent Auditor will have access to:

- employee files, in particular those relating to remuneration paid;
- personal expenses or records relating to other customers of the Processor;
- costs associated with the Processor's general services;
- the Processor's server rooms or computer systems. However, the latter undertakes to extract, under its own audit, from the computer systems in question all useful information to demonstrate compliance with the Applicable Regulations and this Appendix;
- financial and accounting documents, concerning the Processor's relations with its other customers, as well as any information of a business secret or confidential nature.

9. DELETION AND RETURN OF PERSONAL DATA.

9.1. Upon expiration of the Main Agreement, the Controller shall, taking into account the nature of the Services, inform the Processor in writing of its choice to erase or return all Personal Data. The Processor shall delete any existing copies, unless required by applicable laws.

10. LIABILITY

10.1. The Parties agree to apply the provisions of the Article "Liability" of the Main Agreement.

11. MISCELLANEOUS STIPULATIONS

11.1. Legal requirements. The Processor may be required to process the Personal Data in order to comply with its obligations under the laws to which the latter is subject or to respond to a decision or request from a judicial or administrative authority, in particular a data protection authority. In the latter case, as far as possible, the Processor will inform the Controller, unless otherwise provided for by law.

11.2. Changes in Applicable Regulations. In the event of any change in the Applicable Regulations (including any change in their interpretation), which requires the modification of all or part of the Services or the terms and conditions under which they are provided, the Parties may agree in good faith, in writing, any adaptations to be made to the terms of this Appendix and to the Services, for the purposes of compliance with the Applicable Regulations.

SCHEDULE A – DESCRIPTION OF THE PROCESSING ACTIVITIES

1 - Purpose of the Processing entrusted to the Processor	2 - Category of Personal Data processed (by purpose)	3 - Processing operation carried out by the Processor on the Personal Data	4 - Means for obtaining the Personal Data	5 - Category of Data Subjects	6 - Retention period	7 - Action taken at the end of the retention period
Provide remote diagnostic on demand	☐Technical identifiers	☐Collection ☐Organization ☐Structuring ☐Storage ☐Disclosure by transmission ☐Linkage ☐Erasure	☐Directly by the Processor from Data Subjects	☐User's customers bringing their vehicles for repair operations	3 years	☐ Purge

SCHEDULE B – LIST OF SUB-PROCESSORS

DATA FLOW DIAGRAM



INFORMATION ON SUB-PROCESSORS

Sub-processor A	
Name	*AMAZON WEB SERVICES INC.*
Primary Address	*410 Terry Avenue North Seattle, WA 98109-5210 U.S.A.*
Place of processing of personal data	*Europe* *Possible access outside the EU for the need of IT support (US)*
Processing operations carried out	*Structuring data*

Sub-processor B	
Name	*Google Ireland Limited.*
Primary Address	*Gordon House,* *Barrow Street, Dublin 4, Ireland*
Place of processing of personal data	*Europe* *Possible access outside the EU for the need of IT support (US)*
Processing operations carried out	*Structuring data*