

GENERAL TERMS AND CONDITIONS OF SALE AND USE R Pass Service

The web site renault.co.uk/electric-vehicles/r5-e-tech-electric/r-pass (the "**Site**"), operated by RENAULT SAS with the capital of 533,941,113 euros, registered in Registry of Commerce of Nanterre under number 780 129,987, whose registered office is 122-122 bis Avenue du Général Leclerc - 92100 Boulogne-Billancourt and RENAULT UK LIMITED, a company registered in England and Wales, with company number 00082932 whose registered address is The Rivers Office Park, Denham Way, Maple Cross, Rickmansworth, Hertfordshire, WD3 9YS trading as ("**RENAULT**"; "**our**", "**us**") has been set up to offer customers ("**You**", "**you**", "**Your**", "**your**") the opportunity to purchase on the Site an online membership pass associated with a specific vehicle which gives you access to various benefits ("**R Pass**"), in accordance with these General Terms and Conditions of Sale and Use ("**T&Cs**") which constitute the contract between RENAULT and you.

All payment transactions carried out on the Site are made securely and directly with our recognised banking partner STRIPE, of 354 Oyster Point Boulevard, South San Francisco, California, USA ("**STRIPE**"). Further information regarding payment can be found at section 5 of these T&Cs.

PLEASE READ THESE T&CS CAREFULLY BEFORE SUBMITTING YOUR ORDER FOR AN R PASS.

1. Purpose of the Service

- 1.1. By purchasing the R Pass, you shall benefit from the following services (as specified by Renault) ("**Associated Services**") in relation to the vehicle (and its versions) that is associated with the R Pass ("**Vehicle**"):
 - 1.1.1. Priority production - you will benefit from priority production of the Vehicle versus orders from the general public. Priority production is not available for Vehicles that have been configured.
 - 1.1.2. Priority ordering - access to priority ordering of the Vehicle before the opening of public orders ("**Priority Period**"). The length and details of the Priority Period shall be determined by RENAULT in its sole discretion and will be communicated to you by e-mail. During the Priority Period, you will be able to order the Vehicle with the dealer you selected during the R Pass Ordering Procedure (set out at section four (4) of these T&Cs).
 - 1.1.3. Priority delivery - be amongst the first in the UK to receive delivery of the Vehicle you ordered during the Priority Period. Priority delivery is subject

to availability and cannot be guaranteed for Vehicle orders involving configuration of the Vehicle.

1.1.4. Privileged access to informational content, including:

1.1.4.1. Information about the Vehicle prior to public release;

1.1.4.2. Exclusive information on the Vehicle in the section dedicated for Rpass holders in the Reno app <https://play.google.com/store/apps/details?> and

1.1.4.3. Webinars on the Vehicle, presented by RENAULT employees.

1.1.5. You may be able benefit from a priority test drive provided by your RENAULT dealer – Access to this benefit is subject to RENAULT's sole discretion. If this benefit is available, your selected RENAULT dealer may contact you or you may contact your selected RENAULT dealer to test drive the Vehicle as soon as the Vehicle is available, prior to test drives being made available to the general public. For the avoidance of doubt, this test drive will take place after the commercial launch of the Vehicle to the public.

1.1.6. Free exclusive accessory - The specific accessory you shall receive is subject to RENAULT's sole discretion.

1.1.7. Access to exclusive events - attend private events for R Pass owners. You shall be informed of any upcoming events by email.

1.1.8. Subject to local market availability, you may have the opportunity to participate in RENAULT's "social responsibility program" initiatives: each R Pass order entitles you to participate in a "social responsibility program" of RENAULT's choice.

1.2. **PLEASE BE AWARE:** If you choose to opt out of marketing communications from Renault after you purchase of the R Pass you will not receive updates about exclusive events and information content via email.

1.3. The precise content of the R Pass benefits may vary depending on the Vehicle associated with the R Pass and will be detailed on the Site.

1.4. The R Pass can be ordered up to two (2) weeks before the associated Vehicle becomes available to order.

2. Access to the R Pass

2.1. You can access the R Pass on the Site from:

- 2.1.1. a compatible mobile phone, computer or tablet with internet access and Apple iOS or Android technology (running iOS 14 to 17 or Android 8 to 14).
- 2.2. Communications relating to the R Pass will be sent to you through various media (including but not limited to email, phone, post, Reno app or the MyRenault app).
- 2.3. You must be over the age of seventeen (17) to purchase the R Pass and you are limited to the purchase of one (1) R Pass per person.

3. Account / Profile

- 3.1. To access and purchase the R Pass you will need to sign up for a MyRenault account and identify and/or authenticate yourself with a unique identifier and password through the ID Connect Service in accordance with the General Terms of Use of ID Connect https://idconnect.renaultgroup.com/gb/en_gb/authentication-portal/general-conditions-of-use.html.
- 3.2. Once your MyRenault registration is complete, you will be sent an email with a validation link, to validate your account.
- 3.3. To access the R Pass, you will need to log into your MyRenault account using your e-mail address and password (which you would have set during the ordering procedure set out a section 4 of these T&Cs) which are strictly personal and confidential.
- 3.4. You undertake to keep your e-mail and password confidential and not to disclose them in any form whatsoever to any person whatsoever. For the avoidance of doubt, subject to the exceptions set out in these T&Cs, sharing your access to the R Pass and any of its Associated Services with anyone other than the registered holder is strictly prohibited. Any breach of this requirement will result in access to your R Pass being revoked without a refund and/or compensation. Any disclosure to a third party is your sole responsibility.

4. Ordering procedure

- 4.1. After you have logged into your My Renault account, a description of the benefits associated with the R Pass shall be shown.
- 4.2. You will need to select your preferred dealer. This is necessary in order to be contacted at the date the Vehicle becomes available for priority order or for a test drive.
- 4.3. You will then be required to input your contact details and your residential address. This information is necessary for the invoicing of your order.

- 4.4. You will then be asked to input your payment details. Payments shall be processed in accordance with the Payment Terms as set out at section six (6) of these T&Cs.
- 4.5. Once you submit payment you will be taken to a confirmation page where you will be provided with an order confirmation number. Please keep a record of this order number. It will help us if you can tell us this order number whenever you contact us about your order.
- 4.6. Receipt of your confirmation number does not constitute our acceptance of your order. Our acceptance of your order will take place at the point you receive confirmation of the order by e-mail ("**Confirmation Email**"), at which point a contract will come into existence between you and us.
- 4.7. You can contact us within 14 days of entering into this contract (which happens at the point you receive the Confirmation Email) ("**Cancellation Period**") to cancel your contract for the R Pass and receive a refund. To exercise your right to cancel, complete and submit the model cancellation form (at the end of these T&Cs) to customersupport@renault.co.uk during the 14 day period. If you decide to exercise this right, you will be reimbursed the amount debited for the purchase of your R Pass to the same account used for the purchase. Refunds will be processed within a maximum period of fourteen (14) days from the date of receipt of your request.
- 4.8. If you have ordered a Vehicle within the Priority Period, and during the Cancellation Period contact us to cancel your R Pass, your Vehicle order will be cancelled.

5. Payment terms

- 5.1. To proceed with payment for the R Pass, you will need to enter your card number and payment information when prompted, on the payment page of the Site. All payments are processed by STRIPE. By submitting your payment, you will be deemed to have accepted STRIPE's general conditions of use accessible via the following: <https://stripe.com/en-gb/privacy>
- 5.2. You have the option to save your payment information for future transactions. By saving your payment details you have given consent for STRIPE to store and process your personal data for the purposes of future transactions with RENAULT. You have the right to object to the use of your personal data at any time. For further information on how STRIPE uses your data, please see their privacy policy <https://stripe.com/en-gb/privacy>
- 5.3. RENAULT assumes no responsibility for payments made via the STRIPE payment provider on the Site. Any dispute, claim or litigation relating to the

crediting and/or debiting of the order and, in general, any malfunction in the payment process must be addressed directly to STRIPE.

- 5.4. The amount you pay for the R Pass will not under any circumstances be deducted from the purchase price of the Vehicle or any other services linked to the Vehicle (including but not limited to accessories and services contracts).

6. Rights to use

- 6.1. RENAULT grants you a personal, non commercial, non-exclusive, non-transferable license, to receive and use the R Pass and it's Associated Services.
- 6.2. You are not authorised to copy, adapt, digitise, reproduce, distribute, circulate, sub-license, sell, rent, modify, publish, assign or create derivative works on the basis of all or part of the R Pass or its Associated Services.
- 6.3. You acknowledge that you cannot circumvent, withdraw, override or modify the R Pass or its Associated Service's security measures and that you cannot under any circumstances delete the copyright notices for the R Pass or its Associated Services's.

7. User's obligations

- 7.1. You undertake to:
 - 7.1.1. use the R Pass and its Associated Services exclusively for personal and non-commercial use;
 - 7.1.2. to inform RENAULT if you become aware of an act of piracy and/or an illegal or non-contractual use of the R Pass or its Associated Services;
 - 7.1.3. not to reproduce, directly, temporarily and/or partially, all or part of the R Pass or its Associated Services, by any means and in any form;
 - 7.1.4. not to use any software or processes designed to copy the R Pass or its Associated Services;
 - 7.1.5. not to adapt, modify, translate, transcribe, compile, decompile, assemble, disassemble all or part of the R Pass or its Associated Services;
 - 7.1.6. not to export the R Pass or its Associated Services and/or merge it with other computer programs;
 - 7.1.7. not to create derivative works of the R Pass or its Associated Services;

- 7.1.8. not to remove any element of identification of copyrights, trademarks or any other indication of reserved rights of the R Pass or its Associated Services;
- 7.1.9. not to assign or transfer the R Pass or its Associated Services to a third party, except for in the circumstances set out in sections 7.1.9.1 – 7.1.9.2, below;
 - 7.1.9.1. you may order the Vehicle from your selected dealer for the benefit of a third party of your choice, subject to you providing proof of subscription to the R Pass.
 - 7.1.9.2. you may allow a third party to benefit from your right to order (and then deliver) during the Priority Period by providing your express written authorisation. Such authorisation must detail your R-Pass number and must be presented by the third party to your selected dealer.
- 7.1.10. not make use of the RPass in a manner that is inconsistent with and/or contrary to good morality and public order (such as, but not limited to, any content of a racial, pornographic or sexual nature).
- 7.1.11. to pay all sums due to RENAULT related to the R Pass.

8. Availability of the Service

- 8.1. RENAULT shall use reasonable endeavours to provide you with continued access and use of the R Pass and its Associated Services. RENAULT reserves the right to change, terminate or to no longer offer the R Pass and its Associated Services at any time and without prior notice.
- 8.2. You acknowledge that the R Pass and its Associated Services may be interrupted, suspended, terminated or modified from time to time due to or arising in connection with:
 - 8.2.1. problems in utilities, telecommunication or internet services;
 - 8.2.2. acts and omissions of any third party;
 - 8.2.3. Force Majeure Events;
 - 8.2.4. the acts or omission of you or you or any other user, failing to comply with the conditions of these T&Cs;
 - 8.2.5. routine or emergency maintenance; and
 - 8.2.6. bugs, viruses, malware, intrusions.

- 8.3. For the purposes of this section 8 of the T&Cs, "**Force Majeure Event**" shall mean any circumstances beyond a RENAULT's reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes, or restraints or delays affecting carriers or service providers or inability or delay in obtaining supplies of adequate or suitable materials
- 8.4. RENAULT shall not be liable for any restriction to the R Pass and its Associated Services in the event of the circumstances listed in section 8.2 of these T&Cs

9. Liability

- 9.1. Nothing in these T&C's excludes RENAULT's liability for:
- 9.1.1. death or personal injury caused by RENAULT's negligence; or
 - 9.1.2. fraud or fraudulent misrepresentation
- 9.2. To the extent permitted by applicable laws and regulations, RENAULT hereby disclaims all liability for the use of the R Pass or its Associated Services by you and makes no warranty, whether express or implied, regarding:
- 9.2.1. the accessibility, speed, performance or quality of the R Pass or its Associated Services;
 - 9.2.2. any use by you of the data and/or information accessible via the R Pass or its Associated Services; or
 - 9.2.3., the compatibility of the R Pass and its Associated Services for a particular use.
- 9.3. You are responsible for taking all appropriate measures to protect your own data and/or software stored on your equipment (including but not limited to laptop, mobile or tablet) used to access to the R Pass or its Associated Services.
- 9.4. In any event, RENAULT will not be liable:
- 9.4.1. in the event of your non-compliance with these T&Cs;
 - 9.4.2. in the event the R Pass or its Associated Services experiences a malfunction caused by you, a third party, or due to a malicious act, whether deliberate or unintentional or resulting from issues or from a malfunction of a software, smartphone/tablet, interface or any other products or services used by you;
 - 9.4.3. in the event of a malfunction and/or failure of your internet or communication network, whatever the cause;

9.4.4. in case of any direct or indirect damage arising from your use of the R Pass and its Associated Services in particular while test driving the Vehicle during your priority test drive;

9.4.5. in case of legislative or regulatory changes affecting the R Pass and its Associated Services;

9.4.6. in the event of your failure to adhere with the terms of use of any third party provider utilised by RENAULT to provide the R Pass and its Associated Services, , or your non-performance or partial performance of obligations set out by such third-parties

9.4.7.in case of a delay in delivery of the Vehicle due to a delay in the production and/or delivery of the Vehicle beyond the control of RENAULT.

9.5. RENAULT cannot be held responsible for the content (in particular texts, videos, images, photographs, etc.) and/or products and/or services offered by applications and/or websites published and edited by third parties.

10. Personal data

10.1. When using the R Pass and its Associated Services, your personal data is collected and processed by RENAULT and STRIPE.

10.2. To find out more about the processing of your personal data by RENAULT during the R Pass purchasing process, please see our privacy policy: <https://www.renault.co.uk/data-privacy.html>

10.3. For further information on how STRIPE uses your data, please see their privacy policy <https://stripe.com/en-gb/privacy>

11. Intellectual Property

11.1. The Site, R Pass and its Associated Services are protected by intellectual property rights and are the property of RENAULT or third parties who have authority from RENAULT to use them.

11.2. Any reproduction, representation, use or modification, by any means whatsoever and on any medium whatsoever, of all or part of the Site, R Pass and its Associated Services without having obtained prior authority from RENAULT, is strictly prohibited and constitutes an infringement offence.

11.3. You acquire no property rights of any kind whatsoever on know-how, corporate names, commercial names, trademarks, copyrights, logos, patents and any other intellectual property rights related to RENAULT.

12. Updating the T&Cs

- 12.1. RENAULT reserves the right to modify and update these T&Cs without notice, at any time and without prior notice.

13. Applicable law

- 13.1. These Terms and Conditions and any dispute shall be governed by and construed in accordance with the laws of England and Wales and subject to the jurisdiction of the courts of England and Wales.
- 13.2. If any dispute arises in connection with these Terms and Conditions, the parties may enter into mediation in good faith to settle such dispute.
- 13.3. Nothing in these Terms and Conditions shall prejudice the right of either party to apply to the courts of England and Wales in respect of any matters arising out of these Terms and Conditions.
- 13.4. STRIPE act on their own behalf. As such, they assume sole responsibility for any commitments made to customers and their fulfilment.

14. Miscellaneous

- 14.1. Any failure to exercise, or delay in exercising, a right, power or remedy provided by these T&Cs or by law shall not constitute a waiver of that, or any other, right, power or remedy and shall not, and nor shall any single or partial exercise of any such right, power or remedy, preclude the further exercise of that, or any other, right, power or remedy.
- 14.2. If any provision, or part of a provision, of these T&Cs is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of these T&Cs, which shall remain in full force and effect.

MODEL CANCELLATION FORM :

Model cancellation form to be completed only if you wish to withdraw from the contract:

For the attention of RENAULT - Customer Service, The Rivers Office Park,
Denham Way, Maple Cross, Rickmansworth WD3 9YS

I/We (*) hereby notify you (*) of my/our (*) withdrawal from the contract for the sale of the goods (*)/provision of the services (*) below:

Ordered on (*)/received on (*) :

R Pass unique number:

Name (first and last) of customer(s) :

Address of customer(s) :

Signature of the customer (s) (only in the case of notification of this form on paper) :

Date :

(*) Delete as appropriate.