

GENERAL TERMS AND CONDITIONS OF SALE AND USE
R-Pass – September 2024

The renaul.fr website (the "Website") operated by Renault sas, whose registered office is located at 122-122 bis avenue du Général Leclerc - 92100 Boulogne-Billancourt, registered with the Nanterre Trade Register under number 780 129 987 and RENAULT UK Limited, a company registered in England and Wales with company number 00082932 whose registered office is located at The Rivers Office Park, Denham Way Maple Cross, Rickmansworth, Hertfordshire, WD3 9YS ("RENAULT"), offers the possibility to its users ("Users", "you", "your") to purchase online a membership pass associated with a specific vehicle that can be purchased on the Site and which gives you access to various benefits ("R-Pass"), in accordance with the terms and conditions defined in these General Terms and Conditions of Sale and Use ("T&Cs"), which constitutes the contract between RENAULT and you.

PLEASE READ THESE TERMS CAREFULLY BEFORE ACCEPTING THEM AND ACCESSING THE SERVICES.

Definitions

"My Renault Account" refers to the user space (Web or via an application) published and provided by RENAULT, allowing the User to be identified during the R-Pass purchase process and to consult the related invoice accessible from the "My documents" section. The My Renault solution also includes the Content, software, programs, tools (programming, navigation, etc.), databases, operating systems, documentation and all the other elements and services that make it up.

"Content" means, but is not limited to, the structure of the Site, editorial content, articles, texts, drawings, illustrations, images, photographs, graphic charters, trademarks, logos, acronyms, company names, visual, audiovisual, multimedia, visual, audio, audio and sound content, as well as any other content and/or element present on the Site.

"RENAULT Seller" refers to the seller of the Vehicle as selected by the User when purchasing the R-Pass.

"R-Pass" refers to the inseparable set of R-Pass services associated with an eligible Vehicle, offered and carried out by RENAULT or by the RENAULT Seller in the Territory, which can be ordered on the Site by a User after his identification via his My Renault account. The services are detailed in Article 1 "Purpose and Content of the Service" and on the Site.

"Trademarks" refers to all trademarks registered by RENAULT or its subsidiaries and of which it is the owner, including, but not limited to, trademarks reproducing the names RENAULT, DACIA, ALPINE and MOBILIZE.

"Territory" refers to the country associated with the My Renault account

1. Purpose and Content of the R-Pass Service

1.1 By purchasing the R-Pass, you shall benefit from the following services (as specified by Renault) ("Services") in relation to the vehicle (and its versions) that is associated with the R-Pass ("Vehicle"):

- Priority ordering gives access to priority ordering of the Vehicle and the available configurations associated with 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 order the Vehicle from the dealer you selected during the R-Pass Ordering Procedure (set out at section three (3) of these T&Cs). You may order the Vehicle for the benefit of a third party of your choice or allow a third party of their choice to benefit the right of priority order (then delivery), subject to presentation, at the time of ordering the Vehicle, an express authorisation from the User mentioning the R-Pass number and the name of the chosen beneficiary. ;
- Priority production (for the same configuration) of the Vehicle you ordered;
- Priority delivery - be amongst the first in the Territory to receive delivery of the Vehicle ordered during the Priority Period. Priority delivery is subject to availability and cannot be guaranteed for Vehicle orders involving configuration of the Vehicle. Early access to non-confidential informational content;
- Encourage initiatives of a "social responsibility program": each R-Pass order gives rise to a financial contribution by RENAULT to a social responsibility program of its choice (e.g. Give me 5 program - project dedicated to the younger generations);
- Receipt of a 1:43 scale miniature of the Vehicle in a version defined by RENAULT;
- Access to exclusive events detailed on the Site and/or by email.

1.2 Associated services in addition to the main R-Pass services indicated above may be offered by RENAULT, at their discretion, within the framework of the R-Pass, depending on the Vehicle, which are detailed on the Site on the pages relating to the Vehicle-specific R-Pass ("Associated Services"). Examples of these may include:

- Being contacted as a priority or contact the selected dealer for a test drive of the Vehicle as soon as it is available at the RENAULT dealer selected by you. It is specified that this test drive will take place after the commercial launch of the Vehicle to the public;
- attend private or non-private events (e.g. webinars on the Vehicle presented by RENAULT speakers, invitations to sporting events, site visits).

1.3 The contract between you and RENAULT does not constitute a contract for the sale, purchase or financing of a Vehicle or any other form of preliminary contract concerning the sale, purchase or subsequent financing of a Vehicle. It does not constitute a commitment or obligation to sell or buy a Vehicle after its commercial launch. It does not constitute a guarantee or a commitment on the delivery date of a Vehicle in the event that the latter is ordered by the Customer after its commercial launch.

2 How to purchase the R-Pass

2.1 You may purchase only one R-Pass per person, exclusively from your My Renault Account, from a compatible smartphone or a computer or tablet with internet access on a personal and non-commercial or professional basis. "My Renault Account".

You shall inform RENAULT if you become aware of an act of piracy and/or illegal or non-contractual use of your R-Pass Service.

2.2 Account / User Profile:

2.2.1 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 [input link to terms].

2.2.2 Once your MyRenault registration is complete, you will be sent an email with a validation link, to validate your account.

2.2.3 To access the R-Pass, you will need to login 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.

2.2.4 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.

3 Ordering Procedure

3.1 After logging in to your My Renault Account, a description of the benefits associated with the R-Pass shall be shown.

3.2 You will then need to select your preferred RENAULT dealer. This selection is necessary in order for you to be able to contact, or be contacted by, the RENAULT dealer at the opening of the Priority Period or about the Associated Services or the Vehicle in general.

3.3 You must then confirm and complete your contact details and your place of residence. This information is necessary for the invoicing of the order.

3.4 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 four (4) of these T&Cs

3.5 The sale of the R-Pass will only be considered final after RENAULT has sent you a confirmation of the order of the R-Pass by email to the email address indicated on your My Renault Account ("Confirmation Email"), at which point the contract between you and RENAULT will come into effect.

3.6 You can contact us within 14 days of receiving 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 cancellation form (at the end of these T&Cs) to customersupport@renault.co.uk. 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. RENAULT acknowledges receipt of the request for withdrawal made by you. In the event of exercising this right, you will be reimbursed the amount debited for the purchase of his/her R-Pass from the same account as that used for the purchase, within a maximum period of fourteen (14) days from the date of receipt by RENAULT of the withdrawal request made by you.

3.7 If you contact us during the Cancellation Period to cancel your R-Pass, your Vehicle order, and any other Services or Associated Services will be cancelled.

4 Prices and payment terms

4.1 The amount, inclusive of all taxes, invoiced for the purchase of the R-Pass specific to a Vehicle is indicated on the Site and reminded prior to the validation by the User of their order of the R-Pass. You undertake to pay this amount on the day of the order for the R-Pass in accordance with the terms and conditions indicated below.

4.2 All payment transactions carried out on the Website and relating to the R-Pass are carried out securely and directly with STRIPE Inc., of 354 Oyster Point Boulevard, South San Francisco, California, USA ("STRIPE").

- 4.3 To proceed with the payment of the R-Pass, you will need to enter your card number, expiry date and CCV when prompted on the payment page of the Site. By submitting your payment, you will be deemed to have accepted STRIPE's general terms and conditions of use accessible via the following link: <https://stripe.com/gb/legal/ssa>.
- 4.4 RENAULT assumes no responsibility for payments made via the payment provider STRIPE. Any dispute, claim, dispute relating to the credit and/or debit of the order and in general any malfunction relating to the payment process must be addressed by the User directly to STRIPE.
- 4.5 Once the R-Pass order has been validated and the legal withdrawal period has expired, the amount paid under the R-Pass may not give rise to any total or partial refund by RENAULT for the benefit of the User. The amount paid by the User under the R-Pass may not be deducted from the purchase price of the Vehicle or the price of any other service related or not to the Vehicle (accessories, service contracts, etc.).

5 Availability of the purchase of the R-Pass on the Site

RENAULT reasonable endeavours to provide you with continued access to and use of the Site allowing you to subscribe to the R-Pass.

You acknowledge that R-Pass may be interrupted, suspended, terminated or modified. Access to the Site may be interrupted or suspended in the event of force majeure, the occurrence of an event beyond the control of RENAULT, any breakdowns and maintenance interventions necessary for its proper functioning or improvement, or in the event of a malfunction of the electronic communication network.

6 Liability

6.1 Nothing in these T&C's excludes RENAULT's liability for:

6.1.1 death or personal injury caused by RENAULT's negligence; or

6.1.2 fraud or fraudulent misrepresentation

6.2 To the extent permitted by applicable laws and regulations, In any event, RENAULT shall be not be liable:

- in the event of non-compliance by you with these T&C's;
- in the event that it is impossible to provide any element of the R-Pass content due to an involuntary cause, attributable to the User or a third party or resulting from a malicious act;
- in the event of legislative or regulatory changes affecting the services;
- in the event of non-compliance with the terms and conditions of use specific to the services, applications and/or sites of RENAULT's partners published by these partners or third parties, any non-performance or partial performance of the obligations by RENAULT's partners and/or third-party publishers;
- in the event of a delay in delivery due to a hazard in the production and/or delivery of the Vehicle outside the control of RENAULT.

7 Right to use

7.1 RENAULT grants you a personal, non commercial, non-exclusive, non-transferable license , to receive and use the R-Pass and it's Associated Services.

7.2 You are not authorised to copy, adapt, digitize, reproduce, translate, transcribe, compile, decompile, assemble, disassemble, 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.

7.3 You acknowledge that you cannot circumvent, withdraw, override or modify the R-Pass or its Associated Services security measures and that you cannot under any circumstances delete the copyright notices for the R-Pass or its Associated Services.

7.4 You undertake to:

7.4.1 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;

7.4.2 not to use any software or processes designed to copy the R-Pass or its Associated Services;

7.4.3 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;

7.4.4 not to assign or transfer the R-Pass or its Associated Services to a third party, except for in the circumstances below;

- You may order the Vehicle from your selected dealer for the benefit of a third party of your choice, subject to providing proof of subscription to the R-Pass.
- 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 authorization must detail your R-Pass number and must be presented by the third party to your selected dealer.

7.4.5 to pay all sums due to RENAULT related to the R-Pass.

8 Personal data

In the context of the use of the Service, your personal data is collected and processed by RENAULT and STRIPE which have different roles during the payment process.

Renault is the data controller during the registration and handling of the R pass process. Renault is supported by STRIPE, who acts as a data processor that processes payment transactions on behalf of and under the direction of Renault. Renault instructs STRIPE to accept payments from cardholders/end customers. STRIPE is considered a processor when it is charged with payment processing (i.e., STRIPE receives instructions on who to pay, how much and when to pay).

STRIPE is a data controller when it determines the purposes and means of processing. These data processing activities include (1) providing the STRIPE products and services, (2) monitoring, preventing and detecting fraudulent payment transactions and other fraudulent activity on the STRIPE platform; (3) Comply with legal or regulatory obligations for the financial sector to which STRIPE is subject and (4) analyze, develop and improve STRIPE's products and services. STRIPE may collect personal information, including through cookies and similar technologies. The personal information collected by STRIPE may include transaction data and identification information about devices that connect to its services. STRIPE uses this information to operate and improve the services it provides, including for fraud detection, loss prevention, authentication, and analysis related to the performance of its services. For more information about STRIPE and the privacy policy, see <https://stripe.com/en-gb/privacy>. STRIPE acts as a data controller.

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>.

9. Intellectual property

All or part of the Site and the R-Pass, and/or associated services, are protected by intellectual property rights and are the property of RENAULT or third parties that have authorized RENAULT to use them. Any reproduction, representation, use, adaptation or modification, by any process whatsoever and on any medium whatsoever, of all or part of the Service, without having obtained the prior authorization of RENAULT, is strictly prohibited and constitutes an infringement.

In general, the User does not acquire any property rights of any kind whatsoever over the know-how, company names, trade names, trademarks, copyrights, logos, patents and any other intellectual property rights related to RENAULT.

10 Updating of the T&Cs

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

11 General

11.1. **Non-waiver:** The failure or delay to exercise or enforce any right or remedy under these terms shall not be deemed to be a waiver of that or any other right or remedy nor operate to bar the exercise or enforcement of any right or remedy at any time or times thereafter. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

11.2. **Invalidity of a clause:** 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.

11.3. **Force Majeure:** RENAULT reserves the right to suspend or cancel the Services and/or Associated Services if RENAULT is prevented from or delayed in the carrying out of its business due to circumstances beyond a its 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.

11.4 Environment: Pursuant to Article L.541-10-13 of the Environmental Code, the manufacturer Renault SAS is a member of the CITEO eco-organisation allowing it to declare and pay an eco-contribution on its graphic paper and has a unique identifier number FR009458_03MXBA.

12 Applicable law

12.1 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

12.2 If any dispute arises in connection with these Terms and Conditions, the parties may enter into mediation in good faith to settle such dispute.

12.3 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.

12.4 STRIPE act on their own behalf. As such, they assume sole responsibility for any commitments made to customers and their fulfilment.

WITHDRAWAL FORM:

This withdrawal form to be completed only if you wish to withdraw from the R-Pass Services and Associated Services. Such withdrawal shall only be valid if received by RENAULT within the Cancellation Period as set out in Clause 3 of the T&Cs:

Attn: Renault s.a.s. - Customer Relations Department, 122-122 bis avenue du Général Leclerc, 92109 Boulogne-Billancourt Cedex, France.

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

Ordered on */received on (*):

R-Pass order number:

Name of consumer(s):

Consumer(s) address:

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

Date:

(*) Delete the unnecessary mention.