

## Terms and Conditions for NissanConnect Services

Version September 2025

As used in these terms and conditions (“**NissanConnect Services Terms and Conditions**” or “**Terms and Conditions**”), the terms “**you**” and “**your**” shall be deemed to refer – unless expressly provided otherwise – to yourself, an individual, representing yourself or, if applicable, acting as a legal representative for a company or other legal entity having purchased or leased, either as client to the NissanConnect Services (“**Subscriber**”) or user of such services duly authorized by the Subscriber (“**Multi-User**”), a Nissan vehicle equipped with the NissanConnect Services (“**Vehicle**”). Also, as used in these Terms and Conditions, the terms “**we**”, “**us**”, “**our**” and “**Nissan**” shall be deemed to refer to Nissan Automotive Europe SAS, a company incorporated and existing under the laws of France with company registration number 443 089 990, and registered office at 8 rue Jean Pierre Timbaud, 78180 Montigny-le-Bretonneux, France and Nissan Motor Manufacturing (UK) Ltd., a company incorporated and existing under the laws of England and Wales with company registration number 01806912, and registered office at Washington Road, Sunderland, Tyne & Wear SR5 3NS. In addition, the following persons and entities are intended third party beneficiaries of these Terms and Conditions: (i) Nissan Motor Co., Ltd. affiliates, parent company, successors and assigns; (ii) service providers and their affiliates, successors and assigns; (iii) and any employees, directors, officers, subcontractors, representatives and agents of any of the foregoing.

Our mailing address is Nissan Automotive Europe SAS, 8 rue Jean Pierre Timbaud, 78180 Montigny-le-Bretonneux.

Depending on its specification, your Vehicle is equipped with a NissanConnect telematics control unit and, as applicable, with a head unit and/or a navigation system that may include further communication interfaces for smartphone or other devices. This equipment can be used to provide a wide range of services and information aimed at serving you and any other driver or passenger of your Vehicle and to facilitate collection, processing and use of certain data to provide the connected services (the “**NissanConnect Services**”) available on Nissan dedicated platform (the use of such data is further explained below in **SECTION 4 PERSONAL DATA, DATA PRIVACY**). **NissanConnect Services** provide you with the capability to use the **NissanConnect Services** for interacting with the Vehicle and/or to use a variety of applications (“**applications**” or “**apps**”) directly through the equipment of the Vehicle, or indirectly by smartphone, computer or other devices that are enabled to connect with the Vehicles telematics control unit and the Vehicle systems. In particular, the **NissanConnect Services** provide you with the following functionalities:

CATEGORIES	EXAMPLES OF NISSANCONNECT SERVICES
<b>Remote Control Access and Status Check</b> (checking and controlling the Vehicle remotely)	<ul style="list-style-type: none"><li>• Remote Vehicle Status Check (i.e., get information on door/trunk lock, windows open/close, GPS position in real time, etc.)</li><li>• Driving Journey History (i.e., look back on your driving journey history, including fuel consumption, driving time, etc.)</li><li>• Remote control (door/trunk lock, remote horn and lights)</li></ul>
<b>Navigation</b> (going somewhere)	<ul style="list-style-type: none"><li>• Plan My Trip (i.e., schedule a trip from a departure location to a destination location, get notification before a scheduled trip, etc.)</li></ul>

	<ul style="list-style-type: none"> <li>• Destination Send-to-Car/ Use Navigation Route Generated by Another Device (<i>i.e., send a destination from your smartphone to your Vehicle, etc.</i>)</li> <li>• Last Mile Navigation (<i>i.e., send a guided navigation session performed by your Vehicle and continue the navigation with your smartphone, etc.</i>)</li> </ul>
<b>Vehicle Location</b> (checking where the Vehicle is)	<ul style="list-style-type: none"> <li>• My Car Finder (<i>i.e., get the current or last known location of your Vehicle, etc.</i>)</li> <li>• Tow Notification (<i>i.e., detect the towing of your Vehicle left parked, etc.</i>)</li> </ul>
<b>Smart Alerts</b> (getting notified to limit the use of your Vehicle to a particular area)	<ul style="list-style-type: none"> <li>• Zone Alert (<i>i.e., get notification when your Vehicle enters in a prohibited area, etc.</i>)</li> <li>• Curfew alert (<i>i.e. get notification when your Vehicle operates in a prohibited time interval</i>)</li> <li>• Speed alert (<i>i.e. get notification when your Vehicle above pre-set speed limit</i>)</li> </ul>
<b>Stolen Vehicle Tracking</b> (getting notified/declaring theft and activating tracking of stolen vehicle)  Subject to Service Terms for Stolen Vehicle Tracking	<ul style="list-style-type: none"> <li>• Theft/Burglar Detection and Notification (<i>i.e., get notification when a theft is detected, when a window is broken, when a vehicle is about to breaking in, etc.</i>)</li> <li>• Theft declaration through the Secure Operating Centre (<i>i.e. contact Secure Operating Centre to activate the tracking of the stolen vehicle</i>)</li> <li>• Tracking of the Vehicle (<i>i.e. geolocalisation of the stolen vehicle in conjunction with law enforcement authorities</i>)</li> </ul>
<b>Voice Assistance</b> (giving voice commands for the Vehicle control)	<ul style="list-style-type: none"> <li>• Vehicle Control by Voice Recognition (<i>i.e., turn on/off air conditioner, window open/close, etc.</i>)</li> </ul>

The NissanConnect telematics control unit is not compatible with all smartphone or other device technologies/vendors. Additionally, older smartphones or devices may not be supported.

For safety and regulatory reasons, some services may be automatically deactivated while driving.

We are not responsible for and do not provide any guarantee or warranty regarding compatibility that currently exists between your smartphone or other devices and **NissanConnect Services**, and are not responsible for the lack of support or loss of services that may result. The Terms and Conditions describe the relationship between you and us regarding the use of the **NissanConnect Services**.

We work with many different companies to provide you with the **NissanConnect Services**. In these Terms and Conditions, “**Service Provider**” means any person, company, subsidiaries or affiliates or entity who provides any service, equipment, or facilities in connection with **NissanConnect Services**, including, but

not limited to, wireless service providers, suppliers, licensors, hosting providers, IT service providers, security service providers, telematics services providers, distributors and dealers.

Notably when you are rerouted to their own environment or when their logo or brand is presented and visible to you, the Service Providers (then acting for their own business purposes) may impose further terms and conditions on providing such content and services. You may have to agree to be bound by those additional terms and conditions to use some of the **NissanConnect Services**. Nissan makes no representations regarding the availability of any app or of the content you select when using the **NissanConnect Services** and cannot be held responsible for app availability or the content provided to you.

Some of the **NissanConnect Services** may require your acceptance of additional terms and conditions specific to such services (the “**Service Terms**”). As an example, if you subscribe to the Stolen Vehicle Tracking service, the Service Terms for Stolen Vehicle Tracking service will apply in addition to these Terms and Conditions.

PLEASE READ THESE TERMS AND CONDITIONS COMPLETELY BEFORE USING ANY **NISSANCONNECT SERVICES** AND KEEP A COPY FOR YOUR FILES. READ AND KEEP A COPY OF ANY ADDITIONAL **NISSANCONNECT SERVICES** DOCUMENTS GIVEN OR SENT TO YOU. ANY **NISSANCONNECT SERVICES** DOCUMENTS THAT SAY THEY BECOME PART OF YOUR NISSANCONNECT SERVICES TERMS AND CONDITIONS ARE PART OF THESE TERMS AND CONDITIONS IF YOU ACCEPT TO SUBSCRIBE TO ANY OF THE SERVICES THEY DESCRIBE.

## **1. NISSANCONNECT SERVICES ACTIVATION PROCESS**

**1.1. Your agreement.** By entering into these Terms and Conditions and/or using the **NissanConnect Services**, you agree to the practices and procedures described in these Terms and Conditions.

You can only get and use the **NissanConnect Services** by accepting these Terms and Conditions through **NissanConnect Services** smartphone application (“**NissanConnect Services App**.”) by clicking “*I agree*” and/or using the slide button, during the service subscription process.

By accepting the Terms and Conditions, you acknowledge that you have read, accepted and agreed to be bound by these Terms and Conditions.

You understand and agree that the subscription to the **NissanConnect Services** is attached to your Vehicle and you cannot transfer the **NissanConnect Services** to another vehicle.

Should you choose to not subscribe to the **NissanConnect Services**, you will not be able to benefit from the **NissanConnect Services**.

**1.2. Access to NissanConnect Services.** The **NissanConnect Services** may be available on board through a head unit and/or a navigation system or remotely using an internet enabled computer, smartphone or other device, **NissanConnect App**. or any other app specifically designed for accessing the **NissanConnect Services**. Those apps may be made available by Nissan or by third party on behalf of Nissan and additional terms and conditions might apply to their download or use.

**1.3. On-board authentication/Privacy Mode.** In addition to your subscription to **NissanConnect Services**, it might be necessary to authenticate yourself at the Vehicle systems by entering user name, password or other information. Further, certain functionalities related to the collection of data may require that you actively confirm that these functionalities should be activated.

For this purpose, the head unit or navigation system might display an “*I Agree/Accept*” button or a similar function to request your confirmation. If you confirm the use of the relevant functionality, it will be activated during your entire journey and the data necessary for the operation of the functionality will be transferred to Nissan. If you do not confirm its use, it will remain temporarily deactivated until the next time you provide your consent, and the relevant data will not be transferred to Nissan. For a better experience of **NissanConnect Services**, the “*I Agree*” button might not appear at every vehicle turn on, but based on the regularity of your use and considering that you may have read the Terms & Conditions and provided your consent recently.

For Nissan systems equipped with an in-vehicle personal profiles feature, you have the possibility to create a personal profile which can be secured. In such case, your privacy settings will be stored in your Profile and won't be prompted at the start of a new trip under the same profile.

You can change your preference and deactivate the functionality at any time via the “Privacy” menu (“**Privacy Mode**” button).

Despite the consent has not been provided or the Privacy Mode is ON, certain functionalities will still be active and allow the transfer of data when required by law. This is especially the case for regulatory Emergency Call service (eCall) available in most European countries.

**1.4. Modification of the Terms and Conditions.** We may modify these Terms and Conditions at any time and from time to time. Any changes will be notified on your **NissanConnect Services App**. (or, where appropriate, notified to you by e-mail) and will take effect as of the date on which they are posted. Your continued use of the **NissanConnect Services** shall constitute your acceptance of such revised Terms and Conditions. You can access the Terms and Conditions in force through your **NissanConnect Services App**. at any time. We advise you to periodically review the Terms and Conditions in force carefully.

If any such change materially affects your rights under these Terms and Conditions, or negatively impacts your service in a material way, or results in higher Subscription Fees (as further explained below in section 3.5 of these Terms and Conditions – “Change of Subscription Fees”), we will provide you with notice of such change by e-mail 30 days in advance.

After receiving the said notice, you may terminate your subscription or agree to the change. Subject to applicable law, if you do not terminate your subscription within 30 days following the notice, you will be deemed to agree to the change and it shall become part of the agreement between us.

Through your **NissanConnect Services App**., you can request and obtain an updated copy of these Terms and Conditions.

**1.5. Updating or Changing Account Information.** Using your **NissanConnect Services App**., at any time you can review, modify, correct, or update your information that you provided to us.

## **2. NISSANCONNECT SERVICES SUBSCRIPTION, DURATION AND TERMINATION**

**2.1. Subscription to NissanConnect Services.** Your **NissanConnect Services** start as soon as you have accepted these Terms and Conditions through your **NissanConnect Services App.** and successfully completed the activation process.

**NissanConnect Services** are available in the **Nissan Store** within **NissanConnect Services App.** Service Packages, together with their characteristics and duration, and the applicable fees related to such Service Package ("**Subscriber Fees**") are detailed in the **Nissan Store**.

**2.2. Free Period (for Subscriber only).** Some Service Packages are initially provided free of charge for a given period (the "**Free Period**"). The Free Period starts from the warranty start date and may vary by Service, Model, Grade and Country. The Free Period is indicated in the **Nissan Store** within **NissanConnect Services App.**

If you are the second or subsequent owner of the Vehicle, then the Service Packages initially offered as free of charge will remain available for the remaining Free Period.

Upon expiry of the Free Period, your subscription will automatically end. You will be notified approximately 30 days before expiry, and you will be given the opportunity to subscribe to a paid Service Package to continue benefiting from such services, at the Subscription Fee and under the terms and conditions then in force. You can decide to subscribe in advance to a paid Service Package, in such case your subscription will start automatically upon expiry of the Free Period.

**2.3. Paid Service Packages (for Subscriber only).** You can subscribe to any of the paid Service Packages available for your Vehicle through the **Nissan Store** within **NissanConnect Services App.** You may decide to subscribe to one or several additional Service Packages at any time.

**2.4. Subscription Period (for Subscriber only).** The length of the subscription period may differ depending on the Service Package and is indicated in the **Nissan Store** within **NissanConnect Services App.** (the "**Subscription Period**").

Most paid Service Packages are subscribed for one (1) month, except as otherwise specified in the applicable Service Terms (example: Service Terms for Stolen Vehicle Tracking service). In case of monthly subscription, your subscription will be automatically renewed.

You can terminate your subscription at any time in accordance with section 2.5. below.

### **2.5. Your Termination Rights (for Subscriber only).**

**Right of withdrawal.** In accordance with the applicable legislation, you have the right to cancel your subscription to any paid Service Package(s) within fourteen (14) days from the date of commencement of your subscription to such Service Package ("**Right of withdrawal**") without giving any reason.

You can decide to exercise your Right of withdrawal by:

- going in the **Nissan Store** within **NissanConnect Services App.**
- selecting the service you want to unsubscribe to
- using the "Unsubscribe" button

In such case, we will refund you the Subscription Fees paid for such Service Package within fourteen (14) days, by the method you used for payment.

**Termination of your subscription.** You can terminate your subscription to Services Package at any time and without cause, prior to the end of the Subscription Period by:

- going in the **Nissan Store** within **NissanConnect Services App**.
- selecting the service you want to unsubscribe to
- using the “Unsubscribe” button

For a free Service Package: you will stop benefiting from the services with immediate effect.

For a paid Service Package: the termination of your Subscription will come into effect at the end of the current Subscription Period and you will continue to benefit from the services until then.

## **2.6. Our Termination and Suspension Rights.**

We may terminate your **NissanConnect Services** at any time and without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your **NissanConnect Services** will end. This means that we can decide to cease providing the **NissanConnect Services** to you at any time and for any reason, even for reasons unrelated to you or your account with us. In case we need to terminate the **NissanConnect Services** in the event of termination of any agreement between us and any Service Provider on which we are dependent to provide the **NissanConnect Services**, we will use our best endeavours to give you the 30-day notice mentioned above.

We can also suspend your **NissanConnect Services** for network or system maintenance or improvement, or if there is network congestion, or if we suspect your **NissanConnect Services** are being used for any purpose that would allow us to terminate it.

In such events, we might refund subscription fees paid or provide credits on a pro-rata basis from the date of the termination of these Terms and Conditions or for the period of the suspension of the **NissanConnect Services**.

We can terminate your **NissanConnect Services** immediately if you are in a material breach of these Terms and Conditions, if you interfere with our efforts to provide the **NissanConnect Services**, if you interfere with our business, or if your **NissanConnect Services** is used for illegal or improper purposes. You do not have any right to have **NissanConnect Services** reactivated, even if you resolve any of these problems.

We also reserve the right, at our sole discretion, to stop offering the **NissanConnect Services** and not to accept the renewal of your **NissanConnect Services** without incurring any liability whatsoever, insofar as it is permitted by the applicable law.

## **2.7. Change of ownership (if you sell your vehicle or purchase a used vehicle) (for Subscriber only).**

Your **NissanConnect Services** are attached to your Vehicle and you cannot transfer the **NissanConnect Services** to another vehicle. If you do not own or use your Vehicle during a given Subscription Period, we will not reimburse any part of your Subscription Fee.

If you sell your Vehicle or end its lease or if your Vehicle is scrapped or destroyed while you are registered user of **NissanConnect Services**, we ask you to notify us by contacting Nissan Customer Service or by removing the Vehicle directly from your **NissanConnect Services App**. If we are appropriately informed that you have sold your Vehicle or ended your lease, we reserve the right to deregister the Vehicle from your account and allow the new owner or lessee to register the Vehicle on his/her account.

If you sell or transfer your Vehicle and fail to notify us, we will have no way of knowing that the Vehicle has changed hands and we may continue to collect data in the belief that it is data concerning you. **We are not responsible for any privacy-related damages you or a subsequent owner may suffer if you fail to notify us of your end of lease or sale of your Vehicle.** Whether or not you notify us of your end of lease or sale of your Vehicle, you agree that you shall not, nor attempt to, access or use the **NissanConnect Services** or any of the data relating to your Vehicle following the sale, transfer or end of lease of your Vehicle.

You understand and agree that in case you do not notify us, and in case the subsequent owner of the Vehicle subscribes to the **NissanConnect Services** related to the Vehicle, the new owner's profile will overwrite your profile and your **NissanConnect Services** subscription will automatically end.

You cannot transfer your **NissanConnect Services** to another vehicle. The **NissanConnect Services** remain attached to the Vehicle. If you sell your Vehicle (or returned it at the end of a lease) without having cancelled your Subscription, this Subscription might be automatically transferred to the new owner as long as the new owner proves the ownership of the Vehicle by calling Nissan Customer Service or by registering the Vehicle on the **NissanConnect Services App**.

If you purchase or lease a previously owned or leased Vehicle, you should register as the new owner and subscribe, and activate the **NissanConnect Services** to benefit from Nissan's connected services offerings. If the previous owner did not unpair the Vehicle, you may be required to provide a proof of ownership in order to activate the **NissanConnect Services**.

### **3. FEES, PAYMENT, BILLING AND TAXES POLICY (FOR SUBSCRIBER ONLY)**

**3.1. General.** The **NissanConnect Services** along with their details, payment and billing are available on **Nissan Store** within **NissanConnect Services App**. as applicable.

**3.2. Payment and Billing.** If you subscribe to a paid Service Package, you will be charged immediately upon the start of the Subscription Period. If your subscription is renewed (automatically or by you in advance) your next payments will be automatically charged on the date of your initial subscription (the "**Billing Date**"). Example: if you subscribe to a Service Package that is on monthly basis, you will be charged immediately for the first month and then each month on the same date of your initial subscription.

**3.3. Billing Date and pro-rata basis for additional Service Package(s).** If you decide to subscribe to any new Service Package in addition to your first, such Service Package will be added to your bill the following month to align to your original Billing Date. Therefore, any new Service Package may be charged on a pro-rata basis on the first bill you will receive for such new Service Package.

**3.4. Payment methods.** For all paid Service Package, you must provide one or more valid payment methods. You remain responsible for any uncollected amounts. If a payment is not successfully settled,

due to expiration, insufficient funds, or otherwise, we may suspend your access to the relevant Service Package until we have successfully charged a valid payment method. For some payment methods, you may be charged of certain fees by the issuer, such as foreign transaction fees or other fees relating to the processing of your payment method. Local tax charges may vary depending on the payment method used. Check with your payment method service provider for details.

You can update your payment methods at any time on the **Nissan Store** within **NissanConnect Services App**. Following any update, you authorize us to continue to charge the applicable payment method.

**3.5. Change of the Subscription Fees.** We reserve the right to change the Subscription Fees of any of the **NissanConnect Service** Packages at any time. In such case, we will notify you of such change by email and/or within the **NissanConnect App**, at least 30 days prior to such change (“**Change Notification**”). You may decide to terminate your Subscription prior to such change. Subject to applicable law, if following a Change Notification you continue to use the relevant Service Package after the change of Subscription Fees has taken effect, you will be deemed to have accepted the new Subscription Fees.

**3.6. Change of ownership.** If you are not the first owner of the Vehicle, you might still be able to benefit from the **NissanConnect Services** free period if such period has not expired at the time of your subscription.

#### **4. PERSONAL DATA, DATA PRIVACY**

**4.1. General.** Nissan respects and upholds your rights under applicable law. This privacy collection statement describes how we manage any personal data we may collect from you.

**4.2. Use of personal data.** We will collect and use certain data in connection with your use of the Vehicle and the **NissanConnect Services**, which might include personal data. By subscribing to and/or using **NissanConnect Services**, you also understand that it involves the collection and use of personal data by us for the purposes set out in these Terms and Conditions. We are committed to protecting and respecting your privacy in accordance with (i) the Regulation (EU) 2016/679 of the 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; (ii) the Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector (as amended from time to time or replaced by other EU instruments); (iii) UK Data Protection Act 2018, as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; (iv) the provisions by which any of its instruments are implemented in the national or locals laws; (v) any other applicable data protection legislation or regulatory requirement whether or not implementing the above mentioned acts or Regulation or Directive or other instruments, in each case as amended from time to time, and (vi) all legislation and laws implementing such directives in any country to which the same shall apply and any and all applicable privacy laws where or for which the services shall be provided (“Data Privacy Laws”).

When you use the **NissanConnect Services**, you might access the services of third-party Service Providers. Under such circumstances, we may receive, process, use and transfer personal data in connection with the provision of such services. Further, any such third-party service accessed through **NissanConnect Services** may rely on additional terms and conditions regulating to the use of your personal data. Nissan does not control any such terms and conditions of independent services and disclaims any responsibility



or liability in this regard and we shall not be held liable for any use of your personal data as collected and processed as a result of your use of the third-party services.

**4.3. Categories of personal data we collect.** The types of personal data we collect depend on the Vehicle, its specification and the **NissanConnect Services** you have subscribed to and your use of the **NissanConnect Services**.

TYPE OF DATA	EXAMPLES OF DATA
Identification Data	First name, last name, data related to ownership (only in case of change of ownership, if necessary to activate your <b>NissanConnect Services</b> ), etc.
Contact Details	Address, email address, phone number, etc.
NissanConnect Account Information	User IDs, passwords, payment data, country location, etc.
<b>NissanConnect Services</b> and Vehicle Quality Performance Data	Vehicle Identification Number (VIN), Vehicle health data, Vehicle malfunction, Vehicle maintenance data, navigation system ID, embedded SIM IDs, operational history and diagnostic data of Vehicle systems and parts, where applicable, electricity consumption, battery status, charging history, etc.
<b>NissanConnect Services</b> Usage Data	Navigation system behaviour, parameters data, etc.
Location Data	Real time location of your Vehicle/smartphone, departure/destination location, charging location, etc.
Data Related to Your Request	Subject and content of your requests, etc.

Certain personal data may be mandatory or optional, depending on your request or your use of the **NissanConnect Services**. Mandatory data will be marked as such at the point of collection. If you refuse to provide mandatory data, we may not be able to provide the **NissanConnect Services** you have requested.

#### **4.4. Purposes of processing of personal data.**

We process your personal data throughout the lifecycle of such data for the following purposes and, to do so, we rely on the related legal grounds:

PURPOSES	EXAMPLES OF USE OF YOUR PERSONAL DATA	LEGAL GROUNDS
<b>NissanConnect Services Performance</b>	<ul style="list-style-type: none"><li>• to manage your subscription to the <b>NissanConnect Services</b> or your account;</li><li>• to provide you with necessary information in relation to your subscription;</li></ul>	Application of the <b>NissanConnect Services Terms and Conditions (performance of a contract)</b>

	<ul style="list-style-type: none"> <li>• to enable you to use the communication and messaging services (e.g. in-app or in-car messages);</li> <li>• to provide you with the <b>NissanConnect Services</b> as described above;</li> <li>• to provide you with customer assistance in case of issues and claims with regard to the <b>NissanConnect Services</b>;</li> <li>• to detect or prevent the abuse of the <b>NissanConnect Services</b> by you or any third parties;</li> <li>• to ensure security of the infrastructure of the <b>NissanConnect Services</b>.</li> </ul>	
<b>NissanConnected Services relying on Location</b>	<ul style="list-style-type: none"> <li>• to provide you with the <b>NissanConnect Services</b> that are based on the location data.</li> </ul>	<p>Application of the <b>NissanConnect Services Terms and Conditions (performance of a contract)</b>  <i>(These services will be deactivated if you choose to turn on the Privacy Mode)</i></p>
<b>NissanConnect Services improvement</b> (including user experience) and Vehicle Quality improvement	<ul style="list-style-type: none"> <li>• to undertake research and development or market research to improve the <b>NissanConnect Services</b> and the quality of our vehicles;</li> <li>• to answer your questions and address your complaints;</li> <li>• to take steps designed to improve infrastructure planning (such as charging stations).</li> </ul>	<p><b>Legitimate interest</b> of Nissan to improve the <b>NissanConnect Services</b> as well as your user experience</p>
<b>Marketing/personalisation</b>	<ul style="list-style-type: none"> <li>• to send you promotional email, text message or other electronic communications, or to contact you by phone;</li> <li>• to send you information relating to special discounts</li> </ul>	<p><b>Your consent</b> or, for Subscribers, the <b>legitimate interest</b> of Nissan to send marketing communications (to the extent permitted by the Data Privacy Laws)</p>

	<ul style="list-style-type: none"> <li>or new services and/or functions;</li> <li>to personalize the communication between you and Nissan/Nissan dealers;</li> <li>to customize the <b>NissanConnect Services</b>;</li> <li>to reuse <b>NissanConnect Services</b>-related data internally.</li> <li><b>R&amp;D, Conduct vehicle analysis for optimizing its performances, implying in particular sending information emails to customers, as well as for sending vehicle notifications (e.g. maintenance alerts)</b></li> </ul>	
<b>Legal and regulatory obligations</b>	<ul style="list-style-type: none"> <li>to provide you with eCall (automatic emergency dial-in in the event of a serious road accident, with processing of information such as geolocation data);</li> <li>to comply with the specific legal and regulatory obligations in the country of use of the <b>NissanConnect Services</b>;</li> <li>to process your requests to exercise your rights.</li> </ul>	<b>Legal and regulatory obligations</b> to which Nissan is subject

**4.5. Recipients of personal data.** We work with many different companies to provide you with the **NissanConnect Services**. Your personal data may be transmitted to the following recipients when you access, consult, browse and use the **NissanConnect Services**:

RECIPIENTS	PURPOSES
<b>Nissan and its affiliates as well as its duly authorized employees</b>	To manage the <b>NissanConnect Services</b> and <b>NissanConnect App</b> .
<b>Nissan's network</b> (depending on your country: Nissan dealers; agents; and/or authorised repairers)	Exclusively for operational and technical purposes related to the management of the <b>NissanConnect Services</b> and <b>NissanConnect App</b> .

<b>Nissan's Service Providers</b> (hosting providers, IT service providers, security service providers, etc.)	Exclusively for operational and technical purposes related to the management of the <b>NissanConnect Services</b> and <b>NissanConnect App</b> .
<b>Google</b> ( <i>independent data controller</i> )	To provide you with Google Automotive System and related services.
<b>Amazon Alexa</b> ( <i>independent data controller</i> )	To provide you with Amazon Alexa Voice Assistant and related services.
<b>Administrative or judiciary authorities</b>	Exclusively in the case of an express and justified request or in case of an alleged violation of legal or regulatory provisions
<b>Lawyers and interested parties</b>	Exclusively in the case of the management of possible disputes and other legal matters where appropriate
<b>Other third parties</b>	Following or during a restructuring, reconstitution, acquisition, debt financing, merger, sale of assets of Nissan or a similar transaction, as well as in case of insolvency, bankruptcy or receivership where personal data are transferred to one or more third parties as assets of Nissan

We may share your personal data with Service Providers, feature or facilities in connection with **NissanConnect Services** or not. These Service Providers may be in contractual relationship with other service providers to provide specific services (e.g. on demand services such as usage-based insurance, on-demand fuelling, smart electric vehicle charging, etc.) requested by you. The data, including your personal data, necessary to provide any of the services you would request may be provided to such third-party service providers and these Terms and Conditions will not govern those providers. The data shared with our Service Providers will be anonymized as much as technically possible, and our Service Providers will be requested to anonymize the data as much as technically possible before sharing it with its service providers to provide the requested services.

WE DO NOT SELL, RENT OR TRADE SUBSCRIBER INFORMATION WITH ANYBODY.

#### **4.6. Transfer of data outside the European Union (EU) / European Economic Area (EEA) / United Kingdom (UK).**

As a result of the above purposes, your personal data will be transferred to and processed by Nissan Automotive Europe SAS affiliates and its Service Providers not only inside, but also outside the EU/EEA/UK. This includes in particular (without limitation) the processing of personal data by Nissan Motor Co., Ltd in Japan and its Service Providers in Japan and/or other countries outside the EU/EEA/UK. The Data Privacy laws of any such third countries might not offer the same level of protection as in the European Union or the European Economic Area. In the event that the destination country does not ensure a level of protection of personal data equivalent to the European Union, we will implement the legal and/or contractual safeguards required by the applicable Data Privacy Laws (in particular the standard contractual clauses of the European Commission) in the absence of adequacy decision and, where required, after having carried out an assessment of the level of protection of your rights in the territory of the third country.

**4.7. Security.** We will implement ourselves and require our Service Providers to implement appropriate technical and organizational measures in order to protect personal data against, both accidental and intentional, destruction, loss, alteration, unauthorized disclosure or access. For example, depending upon the applications, we employ the use of encryption technologies and user authentication systems such as passwords and personal identification numbers. All data is stored under commercially reasonable secure measures with access limited only to authorized employees or representatives of Nissan, Nissan affiliates and our Service Providers. We use industry standard practices to protect the privacy of Subscriber data.

If you do not notify us of a sale or transfer of your Vehicle, we may continue to send certain subscriber data or other information about your account to the address currently on file with us. In such case, we are not responsible for any privacy related damages you may suffer.

**4.8. Storage period.** As a general rule, we will retain all personal data only as long as you are using the **NissanConnect Services**.

As an exception to the above storage period:

- usage data will not be stored for longer than 3 years after your last use of the **NissanConnect Services**;
- vehicle data, including vehicle speed, vehicle driving direction and certain location data in relation to remote control functionality, will not be stored for longer than 7 days after being received by the relevant data centre used by Nissan;
- certain vehicle data will be stored for 1 to 3 years for the purpose of cybersecurity prevention and monitoring;
- certain location data processed outside of remote control functionality will be stored up to 3 months depending on the legal framework of the country where the **NissanConnect Services** are used, or within the framework of a claim relating to the **NissanConnect Services**.

Beyond these retention periods, personal data can be stored for evidentiary purposes only during the applicable statute of limitations.

After the end of the above data retention periods, the personal data will be deleted or made anonymous in accordance with the applicable Data Privacy Laws.

In any case, as indicated below, you have the possibility at any time to delete all usage data stored on your vehicle except those data which are needed for the proper functioning of your vehicle, or necessary for the provision of services you might still be using, or which are mandatory (e.g. eCall).

**4.9. Your Data Privacy Rights.** If you are based in the EU/EEA/UK, you have the following rights over your personal data.

YOUR RIGHTS	SCOPE OF YOUR RIGHTS
Right to access	<p>You have the right to request:</p> <ul style="list-style-type: none"> <li>➤ the confirmation on whether Nissan processes your personal data or not;</li> <li>➤ a copy of such personal data; and</li> <li>➤ information on the use of your personal data by Nissan in a clear, transparent and understandable way.</li> </ul>
Right to rectification	<p>You have the right to request the rectification of your personal data, in order to obtain the modification of your personal data if your personal data is obsolete, inaccurate or incomplete.</p>
Right to delete	<p>You have the right to request the deletion of your personal data (or right to be forgotten), when one of the following conditions applies:</p> <ul style="list-style-type: none"> <li>➤ you object to the processing of your personal data and there are no overriding legitimate reasons justifying to maintain the processing of your personal data (e.g., legal obligation);</li> <li>➤ you object to marketing activities;</li> <li>➤ you decide to withdraw your consent on which the processing is based;</li> <li>➤ your personal data are no longer useful for the original purposes for which it was collected or for any other type of processing;</li> <li>➤ the use that is made of your data does not comply with the applicable legal or regulatory provisions.</li> </ul>
Right to restriction of processing	<p>You have the right to request the restriction of the processing during a limited period of time, in particular in order to carry out some verifications, where one of the following conditions applies:</p> <ul style="list-style-type: none"> <li>➤ you contest the accuracy of your personal data, the processing of which is thus restricted for the period necessary for Nissan to verify the accuracy of such personal data;</li> <li>➤ Nissan no longer needs your personal data for the purposes of the processing, but you need them for the establishment, exercise or defense of legal claims;</li> </ul>

	<ul style="list-style-type: none"> <li>➤ you have objected to the processing, which is thus restricted pending the verification of whether the compelling legitimate grounds of Nissan may override your interests, rights and freedoms.</li> </ul>
Right to portability	<p>You have the right to request a copy of your personal data in a structured, commonly used and machine-readable format and also can request their transmission to another data controller where technically feasible. This right is not exercised in all circumstances, it applies only if it fulfils all the following conditions:</p> <ul style="list-style-type: none"> <li>➤ your request is only related to your personal data (excluding anonymous or third-party data);</li> <li>➤ your request does not adversely affect the rights or freedoms of others, in particular those of Nissan (e.g., trade secrets) those of third-parties (e.g., intellectual property right);</li> <li>➤ the processing is carried out by automated means (paper files are therefore not included);</li> <li>➤ the processing is based on consent or the performance of a contract (to check if it is the case, you can see the Section 4.4 of these Terms and Conditions).</li> </ul>
Right to object	<p>You have the right to object to our processing of your personal data at any time if the processing is based on our legitimate interest. Nissan will no longer process your personal data, unless they demonstrate compelling legitimate grounds for the processing which override your interests, rights and freedoms, such as the respect of a legal obligation or for the establishment, exercise or defense of legal claims.</p>
Right to withdraw your consent	<p>You have the right to withdraw your consent when it has been obtained, without this withdrawal affecting the lawfulness of the personal data processing previously carried out.</p>

Other rights	Depending on your country of residence, you may have additional local rights with respect to our processing of your personal data. For example, if you are based in France, you can define either general or specific guidelines regarding your personal data in the event of your death (e.g., their deletion or transmission to any person of your choice). You may revoke your instructions at any time.
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It is specified that the exercise of these rights depends on the legal basis of the processing as indicated in Section 4.4 of these Terms and Conditions, as follows:

	Access	Rectification	Erasure	Restriction	Data portability	Objection
<b>Consent</b>	Yes	Yes	Yes	Yes	Yes	Withdrawal of consent
<b>Steps prior to entering into a contract</b>			Yes		Yes	No
<b>Contract</b>			Yes		Yes	No
<b>Legitimate interest</b>			Yes		No	Yes
<b>Legal obligation</b>			No		No	No

Under certain circumstances, we may ask you for specific information in order to confirm your identity and ensure the exercise of your rights. This is another appropriate security measure to ensure that personal data is not disclosed to an individual who does not have the right to receive it.

To exercise these rights or if you have any questions, you can contact the local Nissan Customer Service or edit your account on your **NissanConnect Services App**.

Alternatively, you can contact our Data Protection Officer at the following email address: [dpo@nissan-europe.com](mailto:dpo@nissan-europe.com)

If needed, you may also lodge a complaint with your national data protection authority. This right may be exercised at any time and free of charge, at the exclusion of potential postal fees or expenses related to legal representation or assistance should you choose to engage third party assistance for the procedure.



## **5. SPECIAL INFORMATION ABOUT SERVICES AND SYSTEM LIMITATIONS**

**5.1. Technology Ownership.** Nissan and its Service Providers are and shall at all times be the owner of all right, title and interest in and to (i) any and all hardware, software and related technology, used by Nissan as a part of or in conjunction with the **NissanConnect Services**, and (ii) all intellectual and other proprietary rights, including without limitation all patent, copyright, trademark and trade secret rights contained therein. It is prohibited to, and you agree that you shall not, copy, decompile, disassemble, reverse engineer, make derivative works of or manipulate any technology or data or content stored or incorporated in any equipment used to receive or operate the **NissanConnect Services** (collectively, „Equipment Technology”), or otherwise modify or tamper with, any such equipment. You also agree not to upload, post, transmit or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, disable or limit the functionality of the **NissanConnect Services**. Any and all software contained in your Vehicle is licensed solely for use in conjunction with the **NissanConnect Services**. Furthermore, any and all data and other content of the **NissanConnect Services** are protected by copyright and other intellectual property laws and all ownership rights remain with Nissan and its Service Providers. You may use the Equipment Technology only for your personal, non-commercial use in connection with the **NissanConnect Services**.

**5.2. Trademarks.** NissanConnect and the Nissan logo are trademarks of Nissan Motor Co., Ltd. Other trademarks, service marks, graphics, logos and domain names appearing as part of the or on any related websites may be the trademarks of third parties. Neither your access to and use of the **NissanConnect Services** or such app or websites nor these Terms and Conditions grant you any right, title or interest or license to reproduce or otherwise use the trademarks or any third party trademarks, graphics, logos or domain names. Any goodwill in the trademarks generated as a result of your use of the **NissanConnect Services** will inure to our benefit.

**5.3. Global Positioning System.** Your **NissanConnect Services** work using wireless communication networks and the Global Positioning System („GPS”) satellite network. NOT ALL **NISSANCONNECT SERVICES** ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES. The area that you are driving in may affect the service that we can provide to you, including but not limited to routing service. Additionally, services are not available if the GPS system is not working. Certain programming limitations of the GPS system may impair our ability to determine your Vehicle's precise location.

**5.4. Secure Remote PIN.** As an added security measure, a Personal Identifier Number (“PIN”) is required before –not limited to - the Remote Door Lock/Unlock features can be used. This PIN is established when enrolling in **NissanConnect Services** or using for the first time a remote action. If you need to re-set your PIN, you can go to the Settings menu of **NissanConnect Services App**.

**5.5. Google Automotive Services/Google Home/Google Voice Assistant.** If your Vehicle is compatible with Google Automotive Services and/or Google Home technology, and if such service is available, it is recommended to use the NissanConnect Services *Action* only in a secure and private setting. Please note that the use of this *Action* enables you to control certain vehicle functions through Google Assistant, and thus this *Action* is not intended for use by children or anyone who should not have access to your vehicle (when applicable). All voice interactions with Google Home device are stored in your “Google Assistant” history found under “My Activity” in the Google Assistant companion application. The transaction history is visible to anyone with access to your Google account. It is recommended that you do not share your Google account credentials with anyone you do not want to access this transaction history. You can delete

specific voice interactions associated with your account by going to “My Activity” in the Google Assistant Application, searching for a specific entry, and then tapping the delete button. Or, you can delete all voice recordings associated with your account for each of your Google Assistant-enabled products by selecting the applicable product at the “Delete activity by” page at [myactivity.google.com](https://myactivity.google.com) or contacting Google Assistant customer service.

While using Google Voice Assistant, and depending on the voice command, NissanConnect Services *Action* might use following data in order to deliver requested order: Vehicle Identification Number (VIN) of the car, GPS coordinates, destination address requested, home or work addresses if stored in your **NissanConnect Services** profile. Used data through NissanConnect Services *Action* are only done in the context of Google Voice Assistant, deleted after 20 minutes and not shared to any third parties.

This service requires an active subscription to **NissanConnect Services** and may be subject to a subscription to specific services provided by Google (such as Google Automotive Services).

**5.6 Amazon Alexa.** If your Vehicle is compatible with Amazon Alexa technology and if such service is available, it is recommended to use the **NissanConnect Services Skill** only in a secure and private setting. Please note that the use of this *Skill* enables you to control certain vehicle functions through Amazon Alexa, and thus this *Skill* is not intended for use by children or anyone who should not have access to your vehicle. All voice interactions with Amazon Alexa device are stored in your “Alexa Device History” found under “Settings” in the Alexa Companion Application. The transaction history is visible to anyone with access to your Amazon account. It is recommended that you do not share your Amazon account credentials with anyone you do not want to access this transaction history. You can delete specific voice interactions associated with your account by going to “History” in “Settings” in the Alexa Smartphone Application, searching for a specific entry, and then tapping the delete button. Or, you can delete all voice recordings associated with your account for each of your Alexa-enabled products by selecting the applicable product at the Manage Your Content and Devices page at [www.amazon.com/mycd](https://www.amazon.com/mycd) or contacting Amazon Alexa customer service.

While using Amazon Alexa Voice Assistant, and depending on the voice command, **NissanConnect Services Skill** might use following data in order to deliver requested order: Vehicle Identification Number (VIN) of the car, GPS coordinates, destination address requested, home or work addresses if stored in your **NissanConnect Services** profile. Used data through **NissanConnect Services Skill** are only done in the context of Amazon Alexa Voice Assistant, deleted after 20 minutes and not shared to any Parties.

This service requires an active subscription to **NissanConnect Services**.

**5.7. Disclaimer.** We are not responsible for the availability of the services specified in clauses 5.5 and 5.6 and the relevant applications associated with them in certain markets, as well as for possible failures or inaccuracies in the operation of such services/applications, in particular for the absence or incorrect operation of certain functions in them, or for the lack of an interface or voice control in local state language, as well as for their technical characteristics, which, in particular, may limit the operation and interaction with NissanConnect Services.

**5.8. Onboard WIFI.** If Your Vehicle is equipped with an embedded WIFI chipset and, if applicable, it can deliver in-car WIFI service allowing access to internet for portable devices connected to it (up-to 7 devices maximum).

The access to internet requires the activation of **NissanConnect Services** as-well-as the subscription to data Packages provided by selected mobile network operator. Provided internet connection is secured – we recommend against sharing WIFI security credentials available on NissanConnect unit.

## **6. YOUR RESPONSIBILITIES**

**6.1. Maintaining Your Account.** Your receipt of the **NissanConnect Services** is dependent upon your activation of the **NissanConnect Services** as described above. You are responsible for maintaining a valid form of payment for your service package after the expiration of any Initial Service Period or Renewal Service Period. For any additional information related to account management, please refer to the **NissanConnect Services App**.

**6.2. Passwords/User ID.** You are fully responsible for the protection of your password and user ID (provided at the dealership during the delivery or otherwise made available to you or set by yourself in accordance with the activation process). Anyone who has your password or user ID may be able to access the **NissanConnect Services** and neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your password and user ID or other information that can be used to identify your account to request services for your Vehicle.

**6.3. Proper Use of the Services.** You shall not use any NissanConnect Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. You shall not abuse or do anything to damage our business operations, services, reputation, employees, facilities, or those of the Service Providers. If you do any of these things, you agree you will be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from that use or your actions.

You cannot resell, copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any content you receive through **NissanConnect Services** and you cannot use any content you receive through the **NissanConnect Services** for commercial purposes.

**6.4. Safeguarding and Use of Others' Information.** Certain information you receive through your **NissanConnect Services** belongs to us, the Service Providers or other third parties who provide it through us. It may be covered by one or more copyrights, trademarks, service marks, patents, or other legal protections. You shall not to use any content you receive through **NissanConnect Services** except as expressly authorized by us or our Service Provider. You cannot resell any of it or use it for commercial purposes. You cannot copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it.

**6.5. Occupants of your Vehicle.** YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF **NISSANCONNECT SERVICES** IN YOUR VEHICLE, EVEN IF YOU ARE NOT THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WAS NOT AUTHORIZED. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR VEHICLE, THROUGH **NISSANCONNECT SERVICES**. As a user of the **NissanConnect Services**, you should inform any other occupants of your Vehicle about the **NissanConnect Services** and system features and limitations. In particular, you should inform them that you may access to some of their personal data (in particular, their location) if they do not activate the Privacy Mode – to avoid this, other occupants can easily tick on “Decline” button when turning on the Vehicle. If your Vehicle is equipped with an in-vehicle personal profiles feature, other occupants can select a “Guest” profile, they

will be asked to accept or decline the processing of data, if applicable, at each vehicle turn-on. Neither any Service Provider nor we have any obligation to inquire about the authority of anyone using your Vehicle. If you use the **NissanConnect Services** to commit a crime or for another improper purpose, you will be responsible for any damages owed by us as a result of such use.

## **7. SPECIAL NOTICES**

**7.1. Software, Hardware and Equipment Updates.** The **NissanConnect Services** involve software (including Vehicle software and software used by the telematics control unit, the head unit or the navigation system) or content that we may need or want to change from time to time. We may do this remotely without notifying you first. Such changes may affect or erase data you have stored on the **NissanConnect Services** system in your Vehicle. We are not responsible for lost data. You do not own the **NissanConnect Services** software or acquire any rights to use or modify the **NissanConnect Services** software on your own. Your Vehicle's systems also involve software that we may need to change from time to time. You agree that we may assist the Service Providers to do this remotely.

**7.2. Mobile Network Services.** You do not have any right in the mobile phone number(s) assigned to the telematics control unit of your Vehicle other than for use in connection with the **NissanConnect Services**.

**7.3. Technology and Communications.** The **NissanConnect Services** cannot work unless your Vehicle is in a place where our mobile network carrier has coverage. The **NissanConnect Services** that involve location information about your Vehicle cannot work unless GPS satellite signals are unobstructed, available in that place and compatible with the **NissanConnect Services** hardware as well.

**7.4. Telecommunications/GPS Changes.** The **NissanConnect Services** system uses digital wireless telecommunications technology and GPS technology that are outside of our control. Telecommunications technologies have been known to change over time, resulting in the obsolescence of certain telecommunications networks. If the telecommunications infrastructure, the public internet or GPS technology required by the **NissanConnect Services** system changes in a way that results in incompatibility of those technologies with the **NissanConnect Services** system, then the **NissanConnect Services** might not work and we may be forced to terminate your **NissanConnect Services**. If that happens, we will notify you of the effective date of termination and describe each of our rights and obligations. We are not responsible for and do not provide any guarantee or warranty regarding the telecommunications technology and GPS used to support **NissanConnect Services**. We are not responsible for any modifications made by those who provide these technologies, and any loss of service resulting from it.

**7.5. Content Providers.** Certain Service Providers impose further terms and conditions on providing services (for example, the end user terms covering navigation and location data). By using **NissanConnect Services**, you may have to agree to additional terms and conditions. Nissan makes no representations regarding the availability of any applications or of the content you select when using the **NissanConnect Services** and cannot be held responsible for application availability or the content provided to you.

**7.6. Maps and Navigation.** The routing data that we provide to you is based on the map information available to us during the manufacturing process, but may be inaccurate or incomplete when first used by you. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads, detours or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. In addition, traffic, weather and

other events may cause road conditions to differ from the results generated. Therefore, you should always use good judgment, obey traffic and roadway laws and instructions and evaluate whether it is safe and legal based on current traffic, weather and other conditions to follow the directions provided by the **NissanConnect Services** or your Vehicle's navigation system. Nissan makes no representations regarding the completeness or accuracy of the map information provided to you other than it is based on the most current map information available to us when you subscribe to the **NissanConnect Services**. Nissan will not be held responsible for any inaccuracies or incompleteness of the map data provided to you.

**7.7. Geography and Environment.** There are other circumstances that we do not and cannot control that may prevent us from providing **NissanConnect Services** to you at any particular time or place, or that may impair the quality of the **NissanConnect Services**. Some examples are hills, tall buildings, tunnels, weather, electrical system design and architecture of your Vehicle, damage to important parts of your Vehicle in an accident, or wireless phone network congestion. Nissan will not be responsible or liable for any inability to use the **NissanConnect Services** due to any of the above circumstances.

**7.8. Outside Our Control.** We are not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, we are not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility electrical failure, acts of war, epidemic, pandemic government actions, terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment failures.

In case of the above, we will be entitled to suspend (in whole or in part) the **NissanConnect Services** for as long as such event persists, and/or to terminate (in whole or in part) the **NissanConnect Services**, without Nissan being liable to pay damages in either case.

**7.9. Available Information.** The **NissanConnect Services** may be limited to certain geographic areas where map data and/or content providers are available. In such case the geographic coverage may be less important than what is otherwise generally available.

**7.10. Vehicle integrity and information.** For use of the **NissanConnect Services** your Vehicle must have a working electrical system including, in case of an electro vehicle, adequate battery power. The **NissanConnect Services** may not work if you try to add, connect or modify any equipment or software in your Vehicle (such as plugging devices in to the Vehicle's electrical system or diagnostic port, or otherwise modifying the Vehicle).

## **8. WARRANTIES & LIABILITY**

**8.1. No Warranties.** Warranties are special kinds of promises. Your Vehicle's limited warranty or hardware maker's limited warranty (if applicable) includes the **NissanConnect Services** equipment in your Vehicle, BUT DOES NOT COVER THE **NISSANCONNECT SERVICES** OR THE WIRELESS SERVICE. Due to circumstances beyond our control, we cannot promise uninterrupted or problem-free service, and cannot promise that the data or information provided to you will be error-free, except as otherwise provided by the applicable law.

## **9. GENERAL**

**9.1. Applicable Law and Jurisdiction.** These Terms and Conditions and any disputes arising out of or relating to it will be governed by the laws of the country where you have your domicile or your usual residence. Any disputes arising out of or in connection with these Terms and Conditions or your use of **NissanConnect Services** shall be subject to the exclusive jurisdiction of the courts of the country where you have your domicile or your usual residence.

You may also have the possibility to recourse to alternative dispute resolution procedures as provided in your country and/or, if applicable in your country, to visit the Online Dispute Resolution (ODR) platform provided by the European Commission, accessible at the following address: <http://ec.europa.eu/odr>

**9.2. We Can Assign these Terms and Conditions.** We can assign these Terms and Conditions in whole or in part to anyone we choose. You may not assign these Terms and Conditions or your obligations to anyone else without Nissan's prior consent.

**9.3. This is the Entire Agreement.** These Terms and Conditions (any other Nissan documents incorporated in them) constitute the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended save as provided in these Terms and Conditions. If any part of these Terms and Conditions is considered invalid by a court or arbitrator, the rest of it will remain enforceable. Even after these Terms and Conditions have ended, their provisions will govern any disputes arising out of or relating to it (unless it has been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of these Terms and Conditions, or of any breach of it, in any one instance will require us to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULD NOT OTHERWISE QUALIFY. THIS WILL NOT BE A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WILL NOT BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.

## **SERVICE TERMS: STOLEN VEHICLE TRACKING**

*Version July 2024*

These terms (“Service Terms”) govern the provision and use of the **Stolen Vehicle Tracking service (“SVT Service”)**.

These Service Terms are part of the NissanConnect Services Terms and Conditions. If you agree to these Service Terms, we consider that you have also agreed to the NissanConnect Services Terms and Conditions.

In case of any discrepancy between the Terms and Conditions for NissanConnect Services and these Service Terms, the terms of these Service Terms shall prevail.

You should carefully read the following Service Terms before using or relying upon the Stolen Vehicle Tracking Service that is provided with the tracking device supplied by Nissan. The tracking service will be supplied only as set forth below.

If you do not agree to Services Terms, do not use, or rely upon the Stolen Vehicle Tracking Service.

### **1. Definitions**

In these terms and conditions:

<b>Authorised User</b>	means any person you may have lawfully authorised to use the Vehicle (e.g. family, friends, etc.);
<b>GPS</b>	means the global positioning system, a network of satellites owned by the Government of the United States of America;
<b>GSM</b>	means global system for mobile communications, a cellular phone technology;
<b>Service Enablement Notice</b>	means the communication sent by Nissan upon enablement of the SVT Service. The SVT Service is made available on the app homepage with a small icon indicating the enablement;
<b>Service Activation</b>	means the actual activation of the Stolen Vehicle Tracking function to recover your stolen vehicle;
<b>Service Fee</b>	means the fee as published on its website and/or on NissanConnect App to be paid by the Customer to Nissan for the provision of the SVT Service, as published by Nissan on its website;
<b>SVT Service Provider</b>	means Vodafone Automotive Telematics SA, its affiliates and authorised operational centres appointed by Nissan to provide the theft/alarm notification and tracking services through the Vodafone Automotive alert management network;

<b>SOC</b>	means the 24-hour Secure Operating Centre provided by SVT Service Provider. The contact telephone numbers are available from NissanConnect Services App;
<b>Territory</b>	means the countries where the SVT Service is available or covered and which are specified in the article 9;
<b>Unit</b>	means the Nissan tracking device provided by Nissan to the Customer and installed by Nissan in the Vehicle.

## **1. Subscription to SVT Service**

The subscription to SVT Service is made for one (1) year, from the date of the Service Enablement Notice (SVT Subscription Period).

Upon expiry of the SVT Subscription Period, your subscription to SVT Service will automatically end.

You will be notified approximatively 30 days before expiry, and you will be given the opportunity to renew your subscription to continue benefiting from SVT Service, at the Subscription Fee and under the terms and conditions then in force.

## **2. Service configuration**

2.1. The accuracy of the information you provided during the setup process, including the car color, plate number, and phone number, is your sole responsibility. Any inaccurate information may significantly impact the ability to recover your vehicle. It is important to maintain current and up-to-date information in case of any changes. You can update your information in the SVT Service menu of NissanConnect App.

## **3. Service Activation, Provision of SVT Service.**

3.1. In the event that you (or any Authorised User) reasonably believe that the Vehicle has been stolen, you (or any Authorised User) shall notify the SOC without delay.

3.2. As soon as you may reasonably believe the Vehicle has been stolen, you shall be responsible for reporting such event to the law enforcement authority (e.g. police) and shall keep all relevant details in relation to such report, including but not limited to the relevant reference case number. You undertake to promptly communicate to the SOC the above-mentioned reference number and the contact details of the relevant law enforcement authority/police station (including address, phone number and, when such information is available, the name of the relevant law enforcement authority person / police officer in charge of the investigation).

3.3. In the event of a theft or unauthorised movement of the Vehicle that you notified, the SOC will endeavour as quickly as it is reasonably possible to locate the Vehicle using the GPS. If the SOC is able to locate the Vehicle, it will inform you accordingly. If you confirm to the SOC that the vehicle has been reported as stolen to the law enforcement authority/police, and the relevant police station is located in a country covered by the SVT Service (as identified in section 9.2 below), the SOC will inform the police of the Vehicle's location.



3.4. You acknowledge that nothing in the SVT Service Terms shall constitute or be regarded as a guarantee from us of any action from the law enforcement authority/police or any relevant public authority, following such report to the law enforcement authority/police. Nissan cannot be held responsible for any acts or omissions on the part of the law enforcement authority/police.

3.5. Nissan reserves the right to charge you up to fifty £50 (in addition to the Service Fees) for any costs incurred by the SOC in attempting to locate the Vehicle following a false alert raised by you or any Authorised User.

#### **4. SVT Specific Payments Terms**

4.1. You are required to make an annual payment for the SVT Service, which must be paid in full upon registration and subsequently each year.

#### **5. Right of withdrawal**

5.1. You have the right to cancel your subscription to the SVT Service within fourteen (14) days of your subscription date, in accordance with applicable legislation. If you exercise your withdrawal right, we will refund you the fees paid for the SVT Service within fourteen (14) days using the same method of payment you used.

Please refer to NissanConnect Services Terms and Conditions for further details on how to exercise your withdrawal right.

5.2. Please note that if you have already activated the SVT Service (by declaring your Vehicle as stolen) within the 14-day withdrawal period, you expressly consent to the immediate provision of SVT Service and to lose your right of withdrawal. In such case, please note that we will not be able to refund the fees you paid for the SVT Service.

#### **6. Liability**

6.1. The SVT Services are provided using a telematics unit installed in the Vehicle that receives GPS satellite signals and communicates with the response centres using wireless GSM and landline communication networks.

You acknowledge that, owing to the nature of the technology used in the Unit, the operation of the SVT Service may from time to time not be available in all areas of the Territory and/or be adversely affected by physical features, including, without limitation, the removal or tampering with of the Unit or its antenna, electromagnetic interference, the Vehicle being in a covered area, an underpass or in other places not covered by the GPS or GSM networks, atmospheric conditions and other causes of interference beyond the SVT Service Provider's control (e.g. failure of GPS or GSM networks). In particular, the operation of the Unit and, therefore, the provision of the SVT Service in accordance with the SVT Service Terms, depends to some extent upon the operation of the GPS and GSM networks with which the Unit operates, and these networks may not be operational in all parts of the Territory. As a result, all parts of Service may not necessarily be available everywhere and at all times.

6.2. We do not commit to any obligation of result in relation to the SVT Service. It means that we cannot guarantee that your Vehicle will be recovered. If the Vehicle is stolen and not recovered, you will not be entitled to claim any refund or penalty.

6.3. The SVT Service do not constitute and cannot be regarded as an insurance of any kind. You acknowledge that the activation of the SVT Service does not, in any way, mitigate your duty to obtain any and all appropriate insurances. Any SVT Service fee paid for the SVT Service are not related to the value of the Vehicle or any property in the Vehicle or the cost of any injury or damages you or anyone else may suffer.

## **7. Termination**

7.1. We may terminate these SVT Service Terms with immediate effect by sending you written notice via email in the event that:

- Any government or other regulatory approvals (if required) for the provision of the SVT Service are withdrawn, suspended or amended at any time;
- You (or any Authorised User) persistently raise false alerts in circumstances where you (or any Authorized User) had no reasonable grounds to believe that the Vehicle had been stolen or that genuine emergency or breakdown situations existed.

7.2. Upon termination of the SVT Service Terms, the accrued rights and liabilities of the parties shall not be affected.

## **8. Personal Data**

8.1. The SVT Service requires to process some of your personal information such as your first name, last name, email, secret questions and associated answers.

8.2. Once you activate the SVT Service, some of your personal data will be shared with the relevant law enforcement authority for the purpose of providing the SVT Service. These personal data include:

- The personal information shared as part of the contact with the SOC (such as name, address, phone number)
- The data necessary to provide the SVT Service (such as Vehicle Identification Number, plate number, geolocation of the vehicle)

8.3. The personal data required to deliver the Service are stored for the duration of the SVT Service and for the time which is necessary, for us, to fulfil our obligations in accordance with the applicable legislation.

8.4. In some cases, SOC may be required by law enforcement authorities to record the telephone call. Such recording may be used and supplied to the law enforcement authorities for the sole purpose of the prevention and detection of a crime. The relevant law enforcement authority will be data controller when processing your personal data. As a result, we cannot be held responsible for any breach of your personal data or for any violation of the applicable legislation to any act or omission from the law enforcement authority.

8.5. For further information on how we process your personal data, please refer to section 4 (“Personal Data, Data Privacy”) of the NissanConnect Services Terms and Conditions.

## **9. Territories**

9.1. You can subscribe to the SVT Service in the following countries:

France (incl. Corsica, excl. Overseas), Germany, Italy (incl. Sicilia & Sardenia), Spain, UK, Austria, San Marino, Vatican City, Andorra, Malta, Monaco.

9.2. The SVT Service will be covered in the following countries:

*France (incl. Corsica, excl. Overseas), Germany, Italy (incl. Sicilia & Sardenia), Spain, UK, Austria, San Marino, Vatican City, Andorra, Malta, Monaco + Albania, Belgium, Bulgaria, Luxembourg, Czech Republic, Slovakia, Denmark, Estonia, Finland, Greece, Cyprus, Hungary, Latvia, Lithuania, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Bosnia, Slovenia, Macedonia, Croatia, Montenegro, South Africa, Sweden, Switzerland, Liechtenstein*

Please note that if your Vehicle is driven outside of these countries, we won't be able to track it.