

## **GENERAL TERMS AND CONDITIONS OF USE AND SALE OF LEAPMOTOR CONNECT PREMIUM**

### **PREAMBLE**

Whereas:

- a. The SUPPLIER offers a series of services on its VEHICLES, as defined herein, relating to the factory DEVICE installed on the VEHICLE ("Leapmotor Connected Services")
- b. The Leapmotor Connected Services may be offered individually or in packs, depending on the Connected Service concerned, the date of purchase of or the eligibility of the VEHICLE.
- c. These GENERAL TERMS AND CONDITIONS refer exclusively to the Leapmotor Connect PREMIUM Services hereinafter referred to for simplicity as "SERVICES". These are services, where available, which require an additional subscription that can be optionally activated by the Customer or User (as applicable) upon acceptance and payment.

These GENERAL TERMS AND CONDITIONS must be signed on-line either on the WEBSITE or in the MOBILE APPLICATION or In-Vehicle Application in order to receive the SERVICES.

The SUBSCRIBER understands and accepts that the use of the SERVICES is tied to the VEHICLE.

The transfer of the DEVICE and SERVICES to another vehicle other than the VEHICLE for which these GENERAL TERMS AND CONDITIONS are signed is not permitted.

Core elements of the SERVICES are set out in Appendix I.

These SERVICES have the following characteristics:

- duration: as specified for the SERVICE PERIOD
- the SERVICES may evolve in line with new technical and/or regulatory requirements as set out in clause 4.3;

SUBSCRIBER should also read carefully Appendix I which contains points of attention, parameters and eventual limitations of the SERVICES.

It is understood that these GENERAL TERMS AND CONDITIONS constitute the set of rules to be followed by all SUBSCRIBERS who should also ensure that other USERS are informed of them and comply accordingly.

### **1. DEFINITIONS**

- "BRAND" means Leapmotor.
- "CONTRACT" means the agreement made from these GENERAL TERMS AND CONDITIONS and the acceptance of such by the SUBSCRIBER;
- "IN-VEHICLE APPLICATION" means the application in the head or infotainment unit of eligible Vehicles, where applicable, on which the Subscriber may subscribe online for the Services following acceptance of these General Terms and Conditions
- "MOBILE APPLICATION" or "APPLICATION": means the application for Smartphone, Smartwatch devices on which the SUBSCRIBER can use the SERVICES and set the related configurations where applicable;
- "GENERAL TERMS AND CONDITIONS": these refer to these General Terms and Conditions for the use and sale of the SERVICES.
- "DEVICE" means the computerised device
- installed in factory on the VEHICLE that allows the use of the SERVICES— including without limitation telecommunication box, touch screens or any connectivity equipment required to use the SERVICES;
- purchased by the SUBSCRIBER together with the VEHICLE;

- designed to acquire the data and information regarding the VEHICLE, including but not limited to its location, speed, direction, distance travelled and other diagnostic data;
- "SUPPLIER": this is Leapmotor International Business S.p.A. with head office in Turin, via Plava, No. 86, Post Code 10135, VAT 13244310150 registered in the Economic and Administrative Index (R.E.A.) of Turin under no. 971834.
- "SERVICE PROVIDER": means any person or entity who provides any service, equipment or structure connected to the SERVICES.
- "THEFT": means an offence committed by anyone who steals or takes without authority another person's property within the meaning of the relevant applicable laws;
- "ROBBERY": means an offence envisaged by relevant applicable laws, committed by anyone who steals a person's property, and immediately before or at the time of doing so, and in order to do so, uses force on any person or puts or seeks to put any person in fear of being then and there subjected to force.
- "VEHICLE LOCATION": this is the DEVICE function which, if activated, makes it possible to locate the position of the VEHICLE (geolocation).
- "ONLINE" means either through the Website, Mobile Application or In-Vehicle Application connected to the internet, where applicable
- "OPERATING SYSTEM": this is the computerised system connected with the DEVICE, via which the SERVICES are provided.
- "OPERATING CENTRE" means the operational control centre of the SERVICE PROVIDERS through which the SUBSCRIBER (or USERS of the VEHICLE) are provided with assistance services in the event of an accident and or need of roadside assistance or suspected theft.
- "SERVICE/S": means the CONNECT PREMIUM services described in these GENERAL TERMS AND CONDITIONS in more detail in Appendix I;
- "SERVICES DESCRIPTION": this is the description of the Services set out in Appendix I;
- "SIM CARD": means the subscription card to the telephone service inserted in the DEVICE, used to transfer data from the DEVICE to the OPERATING SYSTEM;
- "WEBSITE": means the portal reached via the Internet address indicated in the "connectivity" section of the website of the BRAND, on which the SUBSCRIBER can sign these GENERAL TERMS AND CONDITIONS online, retrieve information on the characteristics and operation of the SERVICES, and their availability and coverage according to the model and the country in which the VEHICLE was sold.
- "SUBSCRIBER" and "CUSTOMER": the customer signing these GENERAL TERMS AND CONDITIONS and who uses the SERVICES and where he/she is any natural person who, in relation to these GENERAL TERMS AND CONDITIONS, is acting for purposes which are outside that person's trade, business, craft or profession such SUBSCRIBER is referred to as a "CONSUMER" in these General Terms and Conditions.
- "USER": means the driver, using the VEHICLE and related SERVICES other than the SUBSCRIBER
- "VEHICLE": this refers to a new or used vehicle of the relevant Brand as listed in Appendix I equipped with the DEVICE.
- "DATA PROTECTION LEGISLATION": means, for the periods in which they are in force the General Data Protection Regulation ((EU) 2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, and then any successor legislation to the same
- "SERVICE PERIOD": means the term in which the SERVICES are provided. The service period might be 1

month or 12 months or as otherwise specified in the WEBSITE.

### **2. PURPOSE**

The purpose of these GENERAL TERMS AND CONDITIONS is to define and regulate the relationship with the SUBSCRIBER who uses the SERVICES

### **3. Functions of the DEVICE and Remote Device Management**

#### **3.1. Network communication link and data disclosures**

Following the installation of the DEVICE on the VEHICLE a network communication link is established between the VEHICLE and the respective OPERATING SYSTEM and maintained to perform the necessary data disclosures for the provision of the SERVICES. Such network communication link allows, depending on the type of services provided, the transmission to the OPERATING SYSTEM, via the mobile network (where the coverage allows) of certain VEHICLE data, including but not limited to the following:

- VEHICLE status or diagnostic data such as, for example but not limited to, engine temperature, oil pressure, fuel consumption, mileage, current charge of the battery, default codes, logs, maintenance issues.
- VEHICLE "alarms" such as, for example but not limited to, cut battery cables, disconnected and/or uncharged battery, movement of the VEHICLE with the key removed, notification of presumed crashes.
- VEHICLE usage such as, for example but not limited to, position, distance travelled, hours of VEHICLE engine having been running or not running, speed, use of ADAS.
- Data necessary for SERVICES such as, for example but not limited to, navigation information, vocal requests, messages.

If the SUBSCRIBER wishes to have control of the data disclosures, the SUBSCRIBER can choose at any time to restrict the respective data disclosures, by changing the relevant privacy settings for the VEHICLE. The way to change the respective privacy settings depends on the equipment of the VEHICLE. Please refer to the Owner's Manual or Handbook or please contact the SUPPLIER Contact Centre for more information.

If the SUBSCRIBER chooses to restrict the data disclosure, in particular the disclosure of geolocation data where applicable, this may limit the provision of the SERVICES.

In the event that a THEFT is effectively confirmed by the Customer, and he has chosen to restrict geolocation data disclosure, this "off" setting, where previously selected, is ignored by the OPERATING CENTRE in order to be able to track the VEHICLE.

Data disclosures necessary to perform the connection, device management, SERVICES that are provided in accordance with certain type approval laws and regulations, soft- and firmware updates and to manage default codes are not affected by Privacy Settings.

**Due to the nature of the new and evolving technology behind the SERVICES, the CUSTOMER and USERS are recommended to avoid sharing personal/private information when making voice commands or asking questions.**

#### **3.2 Data Use - Product Quality Improvement**

The CUSTOMER acknowledges and agrees that to improve the quality of the products produced by SUPPLIER, vehicle data (as defined in APPENDIX II)–

excluding the geolocation of the VEHICLE – are transferred to SUPPLIER for the purpose of anomalies avoidance, aggregated data analysis for product improvement or creation of new products. Further information on this and other purposes are described in the “European Connected Vehicles Privacy Policy”.

### 3.3. Remote DEVICE management and Updates

Without prejudice to condition 12 below, as an integral part of the Service, necessary device management and necessary software and firmware updates related to the soft- and firmware for the SERVICE will be performed remotely, in particular by using “over the air”-technology. “Over the air” technology means all communications without a physical network link (e.g. GSM 4G, WiFi).

For this, a secure radio network connection between the Vehicle and the device management server will be established after each “ignition on” when a mobile telephone network is available. Depending on the equipment of the Vehicle, connection configuration must be set to “Connected vehicle” to allow the establishment of the radio network connection.

Irrespective of a valid connected service subscription, remote product security or product safety related device management and software and firmware updates will be performed when the processing is necessary for the compliance with a legal obligation to which the respective manufacturer of the VEHICLE is subject (e.g. applicable product liability law, e-call regulation) or when the processing is necessary in order to protect the vital interests of the respective vehicle users and passengers.

The establishment of a secure radio network connection and the related remote updates are not affected by Privacy Settings and will be performed in principle after an initiation by the Vehicle user following a respective notification.

## 4. ACCEPTANCE, ACTIVATION, AMENDMENT AND ENFORCEABILITY – ECONOMIC ASPECTS

### 4.1. Acceptance of the GENERAL TERMS AND CONDITIONS

By requesting the activation of the SERVICES and by accepting (also Online) these GENERAL TERMS AND CONDITIONS, the SUBSCRIBER is deemed to have acknowledged and accepted the contents of these GENERAL TERMS AND CONDITIONS. The use of the DEVICE for the use of the SERVICES is subject to the prior acceptance by the SUBSCRIBER of these GENERAL TERMS AND CONDITIONS.

### 4.2. Activation

On signature of these GENERAL TERMS AND CONDITIONS Online, in order to activate the SERVICES, the SUBSCRIBER shall provide his/her personal data (including – where required - a valid credit/debit card number), and complete the account registration process.

Subject to completion of the other steps set out below, the Services are activated once the Customer has used the VEHICLE in drive mode in an area with GSM network coverage. In principle, the Services activation should occur at the latest by the third start of the VEHICLE.

The SERVICES may be enabled on the VEHICLE “over the air

The SERVICES are deemed to be effectively activated when the SUBSCRIBER has purchased the SERVICES in the “Connectivity” section of the WEBSITE or on the MOBILE APPLICATION or through the In-Vehicle Application where applicable, and where required has received confirmation that the price of the Services has been paid

The following paragraphs further describe the activation process:

The account registration process requires CUSTOMER to associate his account to the VEHICLE, that might be done also using the web pages via the link contained in the welcome email sent by SUPPLIER when the VEHICLE is associated to the CUSTOMER.

Having completed the account registration and associating the account to the VEHICLE, the SUBSCRIBER might be required to complete further steps for the activation of the SERVICES, as better described in Appendix I. After completing the account registration, the SUBSCRIBER can use his/her own credentials (i.e. email and password) to access both the MOBILE APPLICATION and the personal area of the WEBSITE and view the VEHICLE data, and In-Vehicle Application and use the other functions available.

The SERVICES will be activated upon completion of the purchasing process and in any case no later than 15 minutes after the completion of the purchase.

For information on the methods of payment for the Services and the relative means of payment provided by SUPPLIER are available on the WEBSITE.

For more information on the Service activation process, a frequently asked questions (FAQ) section is available on the Website.

If the SUBSCRIBER is unable to activate the SERVICE, the SUBSCRIBER should contact the relevant Customer Care.

Once the SUBSCRIBER has subscribed to and activated the Service in accordance with paragraphs above, the Contract is formed between SUPPLIER and the SUBSCRIBER.

### 4.3. Amendments to the GENERAL TERMS AND CONDITIONS

SUPPLIER has the right to amend these GENERAL TERMS AND CONDITIONS at any time and periodically at its own discretion.

CUSTOMERS are informed that the SERVICES may be modified in case of any amendment in the regulations or legislation requiring the same.

Any changes that do not significantly affect these GENERAL TERMS AND CONDITIONS (including addition of new SERVICES or features) will be published on the WEBSITE and will be valid from their publication date. Should a change significantly affect the CUSTOMER'S rights and/or use of their personal data pursuant to these GENERAL TERMS AND CONDITIONS (“Significant Change”), where SUPPLIER is able to contact the CUSTOMER, then on top of the publication of such Significant Change on the WEBSITE, SUPPLIER shall notify the CUSTOMER of said Significant Change via e-mail (if available) or by any other means available to SUPPLIER.

Should a Significant Change negatively impact the Customer's access to or use of the SERVICES, unless such negative impact is only minor, the CUSTOMER shall be entitled to terminate these GENERAL TERMS AND CONDITIONS free of charge within 30 days of the Significant Change by contacting the SUPPLIER Assistance Network and/or SUPPLIER Customer Service. The provisions of these GENERAL TERMS AND CONDITIONS and any updates currently in effect are available on-line at any time on the WEBSITE. The GENERAL TERMS AND CONDITIONS published on the WEBSITE shall prevail over any earlier version.

### 4.4 Enforceability

These GENERAL TERMS AND CONDITIONS are deemed to be enforceable against the SUBSCRIBER from the moment the SUBSCRIBER has signed these GENERAL TERMS AND CONDITIONS. Changes to the GENERAL TERMS and CONDITIONS shall be enforceable against the CUSTOMER in case the CUSTOMER continues to use the SERVICES following such changes.

## 4.5 Economic aspects

The SUBSCRIBER acknowledges and expressly accepts that the access to the SERVICES by him/her and/or the Users of the VEHICLE may require:

- the payment of a fee which is specified in the WEBSITE for each SERVICE PERIOD
- the use of his/her own mobile devices (smartphone and/or smartwatch) and that these services may require the use of subscriptions and Internet packages for mobile communications provided by his/her own mobile phone service provider; therefore, this circumstance could generate additional costs for which the SUPPLIER is not responsible.

The SUBSCRIBER acknowledges and expressly accepts that SUPPLIER does not guarantee the compatibility of the SUBSCRIBER's Smartphone and/or smartwatch with the SERVICES and is not responsible for any lack of operation of these SERVICES.

In the Personal Profile section, the SUBSCRIBER can view the information about their past order history for purchases of the SERVICES (for each order they can view the amount and the relative invoice or receipt). The SUBSCRIBER is responsible for the accuracy and truthfulness of the data entered, which they can autonomously change.

In case of a request to change the tax code/ VAT no., the change can only be made by contacting SUPPLIER Customer Care.

## 5. RIGHT OF WITHDRAWAL/CANCELATION - REFUNDS

### 5.1 CONSUMERS WITHDRAWAL RIGHT

Pursuant to the relevant law applicable to CONSUMERS for qualifying SERVICES the CONSUMER has the right to withdraw from the CONTRACT for the provision of the SERVICES, with no penalties, within the 14 (fourteen) days cancellation period starting from the day on which the CONSUMER first signs these GENERAL TERMS AND CONDITIONS or concludes the CONTRACT. In such case, the access to the SERVICES will cease immediately. Where the CONSUMER has paid a charge for the SERVICES on activation, the CONSUMER is not entitled to a refund of such charges for the period of time the CONSUMER was receiving the SERVICES before the CONSUMER exercised his right to withdraw from the CONTRACT.

The SUPPLIER will refund the CONSUMER as soon as possible and in accordance with the applicable law. The refund will be processed by SUPPLIER with the method used for payment. SUPPLIER doesn't charge a fee for the refund.

Without prejudice to the above, the SUBSCRIBER will have the ability to cancel the CONTRACT any time. If you cancel with time left in your SERVICE PERIOD, you can use the SERVICES until the end of the SERVICE PERIOD. Furthermore, subject to clause 5.2 below the SUBSCRIBER may choose to end the SERVICE

immediately by notifying the Customer Contact Centre.

### 5.2 REFUNDS

Except in relation to withdrawal rights for CONSUMERS in compliance with applicable laws, according to article 5.1 above if the SERVICES are cancelled by SUBSCRIBER prior to the end of the SERVICE PERIOD no reimbursement or refund of payments will be made.

## 6. Prerequisites - Conditions for DEVICE to work properly and limitation of liability – Territorial availability

### 6.1 Prerequisites

The CUSTOMER may use the SERVICES offered in accordance with the following prerequisites:

- the VEHICLE must be equipped with the DEVICE;
- it is necessary for the SUBSCRIBER to have the legal capacity to sign these GENERAL TERMS AND CONDITIONS;

- where required, a valid credit/debit card number is provided to SUPPLIER;
- where required, it is necessary to download the MOBILE APPLICATION

The CUSTOMER acknowledges through these GENERAL TERMS AND CONDITIONS that the SERVICES are provided to be used on board the VEHICLE and confirms that he/she possesses sufficient technical knowledge to access and use the SERVICES.

BY SIGNING THESE GENERAL TERMS AND CONDITIONS, THE CUSTOMER UNDERSTANDS THAT GEOLOCATION DATA OF THE VEHICLE WILL BE PROCESSED AND TRANSMITTED ELECTRONICALLY TO THE OPERATING SYSTEM WHEN NECESSARY TO ENABLE THE SERVICES TO BE PROVIDED, AS REQUIRED BY THE PROVISIONS OF THE PRIVACY NOTICE.

#### **6.1.1 Data Connectivity**

The data connection between the DEVICE and the OPERATING SYSTEM is established via a SIM card installed in the DEVICE.

Connectivity is active only in the countries indicated on the WEBSITE, except where otherwise detailed in the Services Description

#### **6.2 Conditions for DEVICE to work properly and limitation of liability**

The CUSTOMER acknowledges that the correct installation and activation of the DEVICE are essential conditions for the supply of the SERVICES. The installation and activation of the DEVICE is carried out by SUPPLIER. The CUSTOMER acknowledges that the DEVICE carries no risk to health or to the safety of the VEHICLE and not to alter same in any way.

Any installation, de-installation, replacement, repair, maintenance or other intervention on the DEVICE during the warranty period granted for the VEHICLE must be carried out by a Supplier authorized installer that the CUSTOMER can contact via Supplier Customer Care.

In such case, in the event of a malfunction or failure of the DEVICE, the CUSTOMER will arrange for the VEHICLE to be brought to the delivery centre where the VEHICLE was collected or to another centre authorised by Supplier.

CUSTOMER may contact Customer Care for more information for any intervention that might be required by the DEVICE.

SUPPLIER will be able to provide the SERVICES on condition that:

- the GPS network is operative and correctly functioning;
- the mobile network and the fixed line telephone lines are operative and correctly functioning;
- the map database of the entire national and European territory is updated. Status update of the maps is available on the MOBILE APPLICATION and on the WEBSITE.

In the case of:

- I. a lack of or shortcomings in the maps;
  - II. insufficient coverage of the GPS signal and/or the mobile network signal (where available) and/or network unavailability;
  - III. the VEHICLE is in an area not covered by the telephone operator;
  - IV. the VEHICLE is in a country where provision of the SERVICES is not available; or
  - V. SERVICE disruptions resulting from short- term capacity bottlenecks due to peak loads on the SERVICES or from disruptions in the area of third- party telecommunications systems;
- the SERVICES are not guaranteed to operate for which it is understood that SUPPLIER will not be liable in any way.

The CUSTOMER acknowledges that SUPPLIER has the right to suspend, even temporarily, SERVICES for maintenance or improvements to the network or system, or in the event of network congestion or for reasons of safety and compliance with regulations, or following a complaint for THEFT of the VEHICLE by the

CUSTOMER or at the request of relevant authorities. It is understood and agreed that no compensation or reimbursement will be due by SUPPLIER to the CUSTOMER in the cases of suspension or interruption outlined above.

#### **6.3. Territorial availability of the SERVICES**

The CUSTOMER acknowledges that as of now the SERVICES are available in the countries detailed in the list on the WEBSITE, subject to the provisions of these GENERAL TERMS AND CONDITIONS. SUPPLIER does not deliver the SERVICES outside of these countries and therefore, in such cases, does not assume any responsibility towards the CUSTOMER and/or the users of the VEHICLE with reference to the SERVICES.

For any information concerning the availability and activation of the SERVICES, please refer to the WEBSITE, except where already detailed in the Services Description.

### **7. SUBSCRIBER'S RESPONSIBILITIES**

#### **7.1 General Responsibilities**

Each SUBSCRIBER is legally responsible for his/her connection to the DEVICE.

More generally, the CUSTOMER undertakes to comply with the applicable regulations concerning:

- the protection of personal data;
- the confidentiality of the correspondence and the prohibition on intercepting Internet communications. When using the SERVICES, the SUBSCRIBER undertakes:
- not to commit any forms of violations, infringement or piracy against the rights of others and the safety of persons and in particular not to defame, harass, stalk or threaten anyone;
- to take all necessary precautions in relation to their devices, in order to prevent and avoid the transmission of viruses or any other type of program or code that may be dangerous or destructive;
- to keep their access code/passwords strictly personal;
- not to intentionally perform operations that result in hiding his/her true identity;
- not to alter, modify or access to information belonging to another customer; or
- not to interrupt or disrupt the normal operation of SUPPLIER's network or any systems connected to the aforementioned network.

The CUSTOMER acknowledges that he or she is fully informed about the lack of reliability of the Internet and especially of the fact that there is no guarantee of security in the transmission and reception of data and in the performance of the network.

The CUSTOMER acknowledges that he or she has been informed that the integrity, authenticity and confidentiality of the information, files and any type of data exchanged on the Internet for the use of the SERVICES cannot be guaranteed.

The CUSTOMER must refrain from any fraudulent, abusive or excessive use of the SERVICES, such as a voluntary or involuntary congestion of the servers and could interrupt the availability of the servers or the SUPPLIER network.

The CUSTOMER is to be understood as the only person responsible for any direct or indirect damage, material or non-material, caused to third parties by the use of the SERVICES.

#### **7.2. Updating the account**

The SUBSCRIBER acknowledges and accepts that the correct provision of the SERVICES is subordinate to the registration of a personal account on the WEBSITE and/or the Mobile Application and to all other requirements listed below. The SUBSCRIBER undertakes to keep up to date his/her personal account and related data.

#### **7.3. Password/Username/Phone contacts**

The SUBSCRIBER is wholly responsible for protecting his/her password and username. Anyone who knows the SUBSCRIBER's password and username could access the SERVICES, and neither SUPPLIER nor the SERVICE

PROVIDERS are responsible for the use the SUBSCRIBER makes of his/her own password or username or any other information which could be used to identify the account in order to request services for the VEHICLE.

Where applicable, the SUBSCRIBER might be required to provide a telephone number, at his/her own expense and responsibility, and in any case in compliance with DATA PROTECTION LEGISLATION, in order to permit the provision of the SERVICES.

The SUBSCRIBER undertakes to inform SUPPLIER of the information needed as may be set out in the Appendix I and to promptly notify SUPPLIER of any change in telephone number if applicable. The SUBSCRIBER shall hold SUPPLIER harmless of any damage suffered by SUPPLIER as a result of the failure of the SUBSCRIBER to comply with the obligations laid down in condition 7.3 herein.

### **8. SUBSCRIBER LIABILITY**

#### **8.1. General principles: correct use of the DEVICE and of the SERVICES**

The CUSTOMER may use the DEVICE and the SERVICES in good faith, and in compliance with the present GENERAL TERMS AND CONDITIONS and applicable laws and regulations, notably the laws relating to intellectual and industrial property, IT, file management and protection of personal data. The CUSTOMER:

- must not divert the use of the DEVICE for commercial reasons or to sell products and/or SERVICES;
- must not use the DEVICE or SERVICES to harm others or for a purpose that is contrary to public order or morality, or that infringes any third party's rights;
- must not commit any infringing act, or reproduce, download, represent, modify all or part of the DEVICE, or use a "robot" or a website "copier";
- must not access and/or tamper with the DEVICE,
- must not obstruct or alter the functionality of the DEVICE, or suppress or modify data contained therein;
- must not disrupt the normal operation of the DEVICE, nor introduce any virus or any other technology that is harmful to the application or related SERVICES.

The CUSTOMER is required not to tamper with, interfere with, remove and/or compromise the functionality of the DEVICE. The CUSTOMER acknowledges that any tampering or removal of the DEVICE compromises the possibility of providing the SERVICES. SUPPLIER therefore assumes no responsibility for failure to provide the SERVICES due to tampering with or removal of the DEVICE.

SUPPLIER reserves the right to treat any unauthorised access or tampering with the DEVICE as unlawful activity and refer the same to the relevant authorities.

The CUSTOMER must not commit any action that could put at risk the IT security of SUPPLIER and SERVICE PROVIDER or of the CUSTOMER or USER themselves, nor should he or she interfere with or interrupt the regular operation of the WEBSITE.

SUPPLIER reserves the right to suspend the use of the DEVICE by each CUSTOMER that violates these GENERAL TERMS AND CONDITIONS and to communicate all the necessary information to the relevant authorities.

The CUSTOMER undertakes not to use any of the SERVICES for fraudulent, illicit or abusive purposes, or for purposes which infringe the rights of others or, in any case, for purposes not in line with the provisions of these GENERAL TERMS AND CONDITIONS. The CUSTOMER undertakes not to use the SERVICES or operate them improperly in such a way as to damage commercial operations, services, reputation, employees, or facilities of SUPPLIER or of the SERVICE PROVIDERS. The CUSTOMER therefore acknowledges and expressly agrees that he or she is liable for any amount claimed by others against SUPPLIER, plus any expenses, arising in whole or in part from such improper use or from his or her own actions.

The CUSTOMER therefore acknowledges and expressly agrees that he or she cannot resell, copy, store, reproduce, distribute, modify, exhibit, publish, perform, transmit, disseminate or create derivative works from the contents received through the SERVICES and cannot use the contents received through SERVICES for

commercial purposes. Some information received via the SERVICES belongs to SUPPLIER, the SERVICE PROVIDERS or to other third parties (which provide the SERVICES through SUPPLIER, or otherwise). Such information could be covered by one or more copyrights, commercial trademarks, service trademarks, patents or other legal protection. The CUSTOMER undertakes not to use and/or copy the contents received through the SERVICES unless explicitly authorised by SUPPLIER or the SERVICE PROVIDER, CUSTOMER also undertakes to ensure USERS comply with these obligations.

With reference to the provision of the SERVICES, the CUSTOMER undertakes to promptly notify SUPPLIER of any change in telephone numbers and/or emails and/or addresses, relieving SUPPLIER of any harmful consequences that the CUSTOMER may suffer as a result of failure to do so.

The CUSTOMER and any USER must be an adult and by using the SERVICES confirms that he or she is competent and has all the means necessary to access and use the SERVICES.

The CUSTOMER is fully liable for his/her use of the DEVICE, its related SERVICES and the information he/she provided.

## **8.2. Other users or occupants of the VEHICLE**

THE CUSTOMER IS THE SOLE PARTY RESPONSIBLE FOR ANY USE OF THE SERVICES IN THE VEHICLE, EVEN IF OTHERS USE THEM AND EVEN IF THE USE WAS NOT AUTHORISED. THE CUSTOMER IS SOLELY RESPONSIBLE FOR THE SERVICES REQUIRED BY SAME OR BY ANYONE WHO USES HIS OR HER VEHICLE, OR ACCESSES THE SERVICES THROUGH SAME. The CUSTOMER therefore undertakes to inform all Users and occupants of their VEHICLE about the SERVICES and the system functions and restrictions, as well as the terms of these GENERAL TERMS AND CONDITIONS, including the attached PRIVACY NOTICE.

No liability can be ascribed to the SERVICE PROVIDER or to SUPPLIER as regards the way in which the VEHICLE is used by the CUSTOMER and/or the USER.

If the CUSTOMER and/or the USER of his/her VEHICLE uses the SERVICES to commit an offence or for other improper purposes, the CUSTOMER shall be liable for any damages attributed to SUPPLIER as a result of such use.

## **8.3. Compliance with road safety regulations**

Compliance with road safety regulations is a priority and SUPPLIER is not responsible for any violations committed when using the VEHICLE, including violations committed in relation to every applicable regulation or the Highway Code.

## **9. DURATION, RENEWAL AND TERMINATION OF SERVICES**

### **9.1.1 Duration**

Subject to the clause 9.1.2 and 9.2 below, the SERVICE PERIODS have the duration indicated on the connectivity WEBSITE based on the price and duration options chosen by the SUBSCRIBER when purchasing and subscribing to the SERVICES.

Availability of the SERVICES cannot be guaranteed permanently due to potential future technical developments (including but not limited to: smartphones, operating systems, network availability, obsolescence of technical environment,...). Consequently, the SERVICES will function as long as the technologies used to provide the SERVICES do not become obsolete compared to the technology commonly used in the market.

The SUPPLIER is not required to offer a renewal of the SERVICES after a SERVICE PERIOD.

### **9.1.2 Renewal**

Unless (i) the SUPPLIER has terminated for whatsoever reason the SERVICES, or (ii) the SUBSCRIBER withdraws from the CONTRACT pursuant to clause 5.1 or cancels or terminates the Services prior to the end of each SERVICE PERIOD, or (iv) automatic termination or expiry of the SERVICES has occurred, the SERVICES will be renewed automatically for a further SERVICE PERIOD.

The SUBSCRIBER must maintain a valid payment method for the entire SERVICE PERIOD, and they can change this at any time by accessing their Personal Area. Failure to provide a valid payment method will make it impossible to renew the Services and they will be deactivated when they naturally expire.

The SUBSCRIBER can deactivate the automatic renewal at any time by accessing their Personal Area of the Connectivity section of the WEBSITE.

In case of deactivation of the automatic renewal for the SERVICE, the SUBSCRIBER can continue using the functions until the SERVICE PERIOD expires.

In case of deactivation of the Services before the end of the relevant SERVICE PERIOD, the SUBSCRIBER can reactivate it at any time before its original expiry date at no additional cost.

If the Service PERIOD has expired or following the process described in article 9.5 below, to reactivate it, the SUBSCRIBER must purchase the Service again and newly sign these GENERAL TERMS AND CONDITIONS.

In case of automatic renewal, these General Terms and Conditions of Service shall apply for the entire duration of the renewed SERVICE.

Upon expiry of the relative SERVICE Period, without automatic renewal these GENERAL TERMS AND CONDITIONS OF SERVICE shall be understood as automatically terminated without the need for any notification to this effect by the SUBSCRIBER or SUPPLIER.

The renewal of the GENERAL TERMS AND CONDITIONS OF SERVICE will be effective for the SERVICE PERIOD chosen by the SUBSCRIBER among the available options and based on the rates and according to the procedures published on the WEBSITE.

These GENERAL TERMS AND CONDITIONS OF SERVICE may be modified at renewal and Customers are requested to approve the new version.

The SUPPLIER may also modify the packages offered for renewal in which case the SUBSCRIBER may be asked to subscribe for and accept new terms and conditions of use and sale for the new package if they wish to continue with the SERVICES with the renewal.

### **9.2 Automatic Termination and SUPPLIER Withdrawal**

The Services will terminate automatically if the communication network(s) used for their delivery is (are) no longer available or is (are) strongly saturated due to 2G and/or 3G and/or 4G network switch off decided by the telecommunication carriers. Please check the WEBSITE and contact Customer Care, to check if your VEHICLE model will be affected by such network switch off.

The termination information will be made available on the Brand Websites at least 30 days before the end of the Service.

The Services will terminate automatically in case of scrapping/destruction of the Vehicle, or Customer compensation by his/her insurance company following the Theft of the Vehicle. In case of scrapping/destruction/Theft of the Vehicle, Customer shall promptly inform the SUPPLIER about such occurrence pursuant to clause 9.5 below, and he/she shall forward to SUPPLIER the supporting documents

(copy of certificate of scrapping/destruction or compensation from the insurance company).

SUPPLIER reserves the right to withdraw SERVICES and therefore terminate all or part of these GENERAL TERMS AND CONDITIONS if the technology employed for the provision of the relevant SERVICES becomes obsolete compared to the technology commonly used in the market. SUPPLIER will provide CUSTOMER with reasonable notice in accordance with applicable law.

### **9.3 SUPPLIER's right to termination**

SUPPLIER has the right to immediately terminate the SERVICES if the CUSTOMER violates any part of these GENERAL TERMS AND CONDITIONS or uses the SERVICES for illegal or improper purposes. Improper use includes, but is not limited to those specified in condition 8 above, and in particular, tampering with the DEVICE and/or removing it from the VEHICLE when not authorised by SUPPLIER.

No compensation or reimbursement will be due by SUPPLIER to the CUSTOMER in the cases of termination indicated in this article 9.3.

### **9.4 SUBSCRIBER Termination rights**

SUBSCRIBER might express his/her willingness not to renew the SERVICES after the SERVICE PERIOD anytime by (i)\_ cancelling the credit card number or (ii) deactivating the auto-renewal by accessing their Personal Area of the Connectivity section of the WEBSITE. If you cancel with time left in your SERVICE PERIOD you can use the SERVICES until the end of the SERVICE PERIOD. 30 days before the expiration of the SERVICE PERIOD CUSTOMER will be notified of such expiration.

Furthermore, the SUBSCRIBER may terminate the SERVICE immediately by notifying SUPPLIER Customer Service/Contact Centre.

No compensation or reimbursement will be due by SUPPLIER to the CUSTOMER in the case termination indicated in this article 9.4

### **9.5 Sale of the VEHICLE or loss of possession of the VEHICLE - Notification to SUPPLIER and CUSTOMER Termination**

If the CUSTOMER decides to sell the Vehicle, terminate the rental/lease of the VEHICLE, or in case of Theft or scrapping/destruction of the VEHICLE, Customer shall:

- promptly notify SUPPLIER of the same either through the APPLICATION/the WEBSITE/ by contacting the SUPPLIER ASSISTANCE NETWORK and/or SUPPLIER Customer Service/Contact Centre;
- promptly terminate the SERVICES either through the APPLICATION/the WEBSITE/ by contacting the SUPPLIER ASSISTANCE NETWORK and/or SUPPLIER Customer Service/Contact Centre; and
- ensure that his/her account is no longer linked to the VEHICLE, by contacting the SUPPLIER ASSISTANCE NETWORK and/or SUPPLIER Customer Service/Contact Centre.

In the case of sale or transfer of the VEHICLE - for any reason - to a third party, the CUSTOMER:

- shall ensure that all personal data stored in the VEHICLE is deleted; and
- is required to expressly communicate to the new owner or possessor of the VEHICLE the existence of the aforementioned SERVICES.

No compensation or reimbursement will be due by SUPPLIER to the CUSTOMER in the case of termination indicated in this article 9.5

The new owner of the VEHICLE will be able to use the SERVICES following a new subscription of these GENERAL TERMS AND CONDITIONS and will be able to select the duration of the SERVICES among the SERVICE PERIODS and prices proposed by SUPPLIER.

Should the CUSTOMER sell the VEHICLE without having previously informed the new owner: (i) SUPPLIER will not be in any way responsible for the further collection of the data, believing, in good faith, that they belong to

the CUSTOMER and (ii) the CUSTOMER will remain liable pursuant to these GENERAL TERMS AND CONDITIONS for the proper or improper use of the SERVICES by the new owner.

It also remains understood that (i) SUPPLIER is not responsible for damages deriving from violations connected to the processing of personal data in the event of failure of notification about the aforementioned circumstances and (ii) CUSTOMER will not access or use any data relating to the VEHICLE following the sale to third parties and/or at the end of the rental of the VEHICLE.

## **10. SPECIAL INFORMATION ON SERVICE AND SYSTEM RESTRICTIONS**

### **10.1. Ownership of the technology**

SUPPLIER and its SERVICE PROVIDERS, as far as they are liable, are and will remain at any time owners of all rights, titles and interests in respect of (i) any hardware, software and related technology used together or in connection with the SERVICES, and (ii) any intellectual property right or other proprietary right, including without limitation all patents, copyrights, rights in trademarks and trade secrets contained therein. The CUSTOMER accepts that it is prohibited, and agrees not to copy, decompile, decompose, reverse engineer, reduce derivative works or manipulate any technology or data or content stored or integrated into the equipment used to receive or operate the SERVICES (collectively the "Equipment Technology") or otherwise modify or tamper with such equipment. The CUSTOMER also agrees not to upload, publish, transmit or otherwise make available any material containing software viruses or other codes, files or computer programs designed to interrupt, disable or limit the functionality of the SERVICES. Any software contained in the VEHICLE is only granted under licence for use together with the SERVICES. Furthermore, any data or other contents of the SERVICES is protected by the laws on copyrights and by other legislation on intellectual property and all the rights of property are attributed to SUPPLIER and to the SERVICE PROVIDERS. The CUSTOMER has the right to use the equipment technology only for personal, non-professional and non-commercial use and in relation to the SERVICES.

## **11. SUPPLIER WARRANTY AND RESPONSIBILITIES**

### **11.1 Warranty**

Subject always to the CUSTOMER complying with its obligations in these GENERAL TERMS AND CONDITIONS, and except in circumstances set out in articles 6, 8 and 13.1:

(i) The warranty granted by applicable law on the VEHICLE and/or the warranty of the hardware manufacturer (if applicable) includes the DEVICE installed in factory in the VEHICLE.

If CUSTOMER is a CONSUMER the SERVICES shall be covered by warranty as foreseen by law, including the warranty that SUPPLIER shall be liable for any lack of conformity of the SERVICES that occurs or becomes apparent within the SERVICE PERIOD under these GENERAL TERMS AND CONDITIONS. In case of lack of conformity, the CUSTOMER has the benefit of the remedies provided by the applicable law governing the sale of digital contents and digital services;

(ii) The SUPPLIER uses reasonable efforts to ensure the availability of the SERVICES.

**However CUSTOMER should note the following limitations:**

**The SUPPLIER does not guarantee that the SERVICES will be provided without interruption or will operate error free. In addition due to the nature of the new technology concerned, there may be further limitations to the SUPPLIER's liability as may be detailed in Appendix I attached**

If the CUSTOMER has not completed the update supplied by SUPPLIER and necessary to keep the SERVICES in conformity, upon its availability, then SUPPLIER shall not be liable for any lack of conformity of the SERVICES that occurs or becomes apparent within the period of time during which the SERVICE is to be supplied under these GENERAL TERMS AND CONDITIONS.

Notwithstanding the warranties above, except for SERVICES required by applicable law, availability of the SERVICES cannot be guaranteed permanently due to potential future technical developments (including but not limited to: smartphones, operating systems, network availability, obsolescence of technical environment, ...). Consequently, the SERVICES will function as long as the technologies used to provide the SERVICES do not become obsolete compared to the technology commonly used in the market.

### **11.2. LIABILITY**

Nothing in these GENERAL TERMS AND CONDITIONS shall operate so as to exclude either party's non-excludable liability in respect of death or personal injury caused by its negligence or the negligence of its servants or agents; or exclude liability for fraudulent misrepresentation.

#### **11.2.1 Liability to CONSUMERS**

In case CUSTOMER is a CONSUMER, if the SUPPLIER fails to comply with these GENERAL TERMS AND CONDITIONS, the SUPPLIER is responsible for loss or damage the CUSTOMER suffers that is a foreseeable result of its breach of the GENERAL TERMS AND CONDITIONS or the SUPPLIER's negligence, but the SUPPLIER is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of the SUPPLIER's breach or if they were contemplated by the CUSTOMER and the SUPPLIER at the time of conclusion of the contract under these GENERAL TERMS AND CONDITIONS. Consequently, SUPPLIER will have no liability to CUSTOMER for any loss of profit, loss of business, business interruption, consequential damages, indirect damages, or loss of business opportunity.

The SUPPLIER only supplies the SERVICES for domestic and private use. The CUSTOMER agrees not to use the Services for any commercial, professional, business or re-sale purpose, and the SUPPLIER has no liability to the CUSTOMER for any loss of profit, loss of business, business interruption, or loss of business opportunity. It is therefore intended for general guidance and information purposes only, and not for formal record keeping or logging purposes, as there is always the risk of data loss or data corruption, so the SUPPLIER does not provide any assurance that any data which you record with the Services will be available at all times.

#### **11.2.2 Liability of SUPPLIER towards all CUSTOMERS**

Without prejudice to the above, SUPPLIER is in no way liable and under no circumstance shall it be held liable for any type of loss, damages including those to the CUSTOMER in the event of THEFT, ROBBERY and/or damage to the VEHICLE and/or persons and/or material present on board the VEHICLE, responsibilities, claims and expenses (including but not limited to legal costs, defence costs and termination), direct, indirect or consequential, arising from or relating to the provision or the use of the SERVICES, regardless of the cause, arising from the contract, unlawfulness (including negligence), regulations or otherwise. SUPPLIER shall not be liable for any loss or damage whatsoever (even where predictable) arising from or relating to the use (including, but not limited to those arising from any breach of the Highway Code), or the inability to use the SERVICES, or the use or dependency on said SERVICES. Moreover, if CUSTOMER is not a CONSUMER SUPPLIER is not liable for:

- the quality of the SERVICES, as the SERVICES are offered "as is";
- any disruption in the use of the WEBSITE;

- temporary or permanent and complete or partial unavailability of the WEBSITE;
- any difficulty with response time, and, generally speaking, any failure to perform;
- any impossibility to use the WEBSITE;
- breaches of information security that could damage the equipment/devices of the CUSTOMER and the data, unless otherwise specified by law;
- any violation of the CUSTOMER's rights in general.

Under no circumstance shall SUPPLIER be held liable for any interruptions or restrictions to the SERVICES for the following reasons:

- provisions of law or supervised administrative and/or regulatory measures;
- provisions issued by the relevant Authorities.

Where the CUSTOMER is not a CONSUMER, the SUPPLIER shall not be liable to the CUSTOMER in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the CUSTOMER may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of the SERVICES by the SUPPLIER, or its Services Provider, in a sum which is greater than the total price paid by the CUSTOMER for the Services.

### **11.3. Internet security**

SUPPLIER makes all efforts possible to ensure the security of the SERVICES, considering the complexity of the Internet. SUPPLIER cannot however guarantee absolute security.

The SUBSCRIBER accepts the characteristics and limits of the Internet network.

The SUBSCRIBER confirms his/her awareness of the intrinsic nature of the Internet network and, in particular, of its technical prerogatives and the response times necessary to consult, analyse or transfer data.

The SUBSCRIBER must inform SUPPLIER of any defect or problems encountered in the SERVICES.

The SUBSCRIBER is aware that data flows on the Internet are not necessarily protected, particularly in terms of potential misappropriation.

The SUBSCRIBER agrees to take all appropriate measures to protect his/her own contents, data and/or software from the contamination of potential viruses circulating on the Internet.

## **12. UPDATES OF THE SERVICES**

CUSTOMER is informed of and supplied with updates, including security updates, that are necessary to keep the DEVICE in conformity.

Where applicable, SUPPLIER shall be entitled to use the "over the air" technology, as may further be described in Appendix I, to access remotely to the DEVICE and supply it with updates.

The CUSTOMER accepts and acknowledges that "over the air" updates will be communicated to the CUSTOMER by means of an information message displayed on the radio device display in all other cases. The update will be scheduled when the VEHICLE is switched off.

The SUPPLIER recommends CUSTOMER to download the updates as soon as available. If the CUSTOMER has not completed the update supplied by SUPPLIER and necessary to keep the SERVICES in conformity, upon its availability, then SUPPLIER shall not be liable for any lack of conformity of the SERVICES that occurs or becomes apparent within the SERVICE PERIOD.

The CUSTOMER accepts and acknowledges that "over the air" technology will be also used by SUPPLIER to perform the following activities without any further action required by CUSTOMER:

- updates necessary for legal, regulatory or cybersecurity compliance
- installation of updates in case of bug-fixing;
- updates required on any replacement of the network Service Provider;
- installations necessary to make available a new service previously activated by CUSTOMER;
- installations of new features and upgrades of existing features.

In this case, the update or installation will be scheduled when the VEHICLE is switched off.

### 13. GENERAL PROVISIONS

#### 13.1. Force majeure

In case of a force majeure event, the services referred to in these GENERAL TERMS AND CONDITIONS will initially be suspended. If a force majeure event lasts for more than thirty (30) days, these terms and conditions shall be automatically terminated, unless otherwise agreed by the parties. It is expressly agreed between the parties that force majeure or fortuitous events, in addition to those usually deriving from court decisions, are understood as including but are not limited to: general strikes, lock-outs, epidemics, telecommunications network failures, earthquakes, fires, storms, floods, water damage, governmental restrictions, legal or statutory modifications preventing the performance of the SERVICES. If either party is prevented from, or delayed in performing any of its obligations under these GENERAL TERMS AND CONDITIONS by a force majeure event, said party will promptly notify the other party.

#### 13.2. Non waiver

The failure of SUPPLIER to exercise or enforce any right under these GENERAL TERMS AND CONDITIONS shall not be deemed to be a waiver of that right nor can it serve to impede the exercise or enforcement of it at any time thereafter. Nothing in these GENERAL TERMS AND

CONDITIONS is intended to constitute a partnership, franchise, joint venture, or agency relationship.

#### 13.3. Independence of the Parties

Neither party has the authority to assume or create an obligation in the name and/or on behalf of the other party. Furthermore, each party remains solely responsible for its acts, allegations, commitments, SERVICES, products and personnel.

#### 13.4. Severability

If one or more provisions of these GENERAL TERMS AND CONDITIONS is deemed invalid or so declared by a law, a regulation or a final decision having res judicata effect rendered by a court having proper jurisdiction, the other provisions shall remain in full force and effect. The Parties agree to substitute for any such invalid, illegal, or unenforceable provision a new provision which serves the purpose of the invalid provision to the furthest possible extent.

#### 13.5. Good faith

The parties declare that the undertakings referred to in these GENERAL TERMS AND CONDITIONS are made fully in good faith.

#### 13.6. Completeness of the agreement

These GENERAL TERMS AND CONDITIONS supersede all prior agreements, arrangements and undertakings between the parties and constitute the entire agreement between the parties relating to the subject

matter of these GENERAL TERMS AND CONDITIONS. Where applicable, the obligations of the parties under any pre-existing non-disclosure agreement shall remain in full force and effect in so far as there is no conflict between the same. The parties confirm that they have not entered into these GENERAL TERMS AND CONDITIONS on the basis of any representation that is not expressly incorporated into these GENERAL TERMS AND CONDITIONS.

#### 13.7. Applicable legislation and competent court

The present GENERAL TERMS AND CONDITIONS and any dispute arising from or resulting from same will be governed by the laws of England and Wales. The CUSTOMER and SUPPLIER accept that any disputes arising from or resulting from these GENERAL TERMS AND CONDITIONS or from the use of the SERVICES by the CUSTOMER, will be subject to the jurisdiction of the Courts of England and Wales, except in cases of exclusive jurisdiction of the residence of the CUSTOMER provided for by law concerning the determination of the presiding court in disputes between professional and CONSUMER.

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## Appendix I – SERVICES

### Online music streaming

- This feature allows the SUBSCRIBER to stream music directly through the vehicle's infotainment system via an internet connection. The SUBSCRIBER can access various online music platforms, playlists without needing a separate device. This function enhances the in-car entertainment experience by providing a wide

selection of music and media content for the SUBSCRIBER during travel.

### Onboard Apps

- This feature allows the SUBSCRIBER to access and use compatible third-party applications directly through the vehicle's infotainment system. These apps may include navigation tools, streaming services, productivity apps, and other utilities that enhance the driving experience. The SUBSCRIBER

can integrate and manage these apps within the vehicle's system, providing seamless access to additional features and services while on the road.

## Appendix II

### Connected Vehicles Privacy Policy

This Privacy Policy for Connected Vehicles (“**Privacy Policy**”) applies to the **Personal Data** we process about users of the **Connected Services** through our **Vehicle**, Our **Websites** or **Application** who have signed the **General Conditions** as a **Customer** or who are authorized by a **Customer** to access and use the **Connected Services**.

This Privacy Policy is drafted pursuant Article 13 of the EU Regulation 679/2016 (hereinafter “**GDPR**”) and will help you understand better how we handle your information.

Please circulate this Privacy Policy to other people who may use the **Vehicle** and provide relevant information, such as owners/drivers/passengers, to ensure that they also fully understand this Privacy Policy. Please be sure to click Factory Reset before you resell or scrap the **Vehicle**; Otherwise, the **Personal Data** related to your use of the **Vehicle** may become known to others, or the **Personal Data** generated by the use of the **Vehicle** by others may still be considered as yours.

In this document, you will find some examples of how we process **Personal Data**, and **Definitions** referring to more detailed explanations (at the end this Privacy Policy) for the capitalized terms herein. If you would like any clarifications regarding this Privacy Policy or how your data are processed, please send your request to: [dpo-lpmi@leapmotor-international.com](mailto:dpo-lpmi@leapmotor-international.com).



#### 1. Who we are

The independent **Data Controller** of your **Personal Data** is Leapmotor International B.V., located in Taurusavenue 1, 2132LS Hoofddorp, the Netherlands (“**LPMI**”). LPMI is referred to as the “**Data Controller**” or “**we**” or “**us**”.



#### 2. What data we collect and process

In general, we may collect or receive the following information about you directly from you and third parties, depending on the type of **Connected Services**, and how you access them.

You may find further details on the reasons why we process your **Personal Data** in the “*Why we collect and process your Data and legal basis*” section below. The provision of your **Personal Data** is always free and without consequences except for the pursue of some purposes.

##### Registration data and access to the Connected Services

When you register to access the **Connected Services**, we will ask you to enter or confirm some **Personal Data** such as your, e-mail address and mobile phone number, as well as other information such as the answer to a security question and a PIN code, in order to help us establish your identity when accessing services from the **Vehicle Device** or Our **Websites** and **Application**.

##### Vehicle Data

When using the **Connected Services**, we may collect (also over the air) improved **Vehicle Data**, such as driving data (e.g. location, speed and distances), engine running time and turning off time, if the battery cable is cut, battery diagnostics, movements with the key out, presumed collision, as well as diagnostic data such as, but not limited to, oil and fuel levels, tire pressure, and engine status. This **Vehicle Data** is linkable to you to the extent that it is associated with a **Unique Identifier** such as the Vehicle Identification Number or VIN, or your **Connected Services** account.

##### Vehicle Device Data

Through the **Vehicle Device**, we are able to collect and provide information on battery status, on the use of native applications installed on the **Vehicle**, as well as on mobile network connection, such as, for example, when you connect the **Device** to provide the **Vehicle** data connection.

##### Data collected through the Application

Through the **Application**, we may collect information on the **Device** it is installed on, for example, the **Unique Identifier** and information about your location. The **Application** allows you to check some information (e.g. location), to carry out some actions (e.g. opening the doors) or to set up alerts (e.g., geographical limits/areas) relating to the **Vehicle**.

##### Information about your location

We collect information about your location in order to provide **Connected Services**. Your location can be determined through the **Vehicle Sensors**; the **Device Sensors** when you use the **Application**; and the **IP Address**.

You can limit our collection of your **Vehicle**’s location through the **Vehicle Device** settings (“**Privacy permission management**”) or those of the **Device** or **Application**, as described in the “**How to control your Data and manage your choices**” section below.

Please note that you cannot refuse the use of Information about your location if this is required to provide **Connected Services** or to protect our interests and those of our customers, as explained below.

##### Data inferred by your activity

To the extent permissible under applicable data protection law, we may collect further information about you based on your interactions with the **Connected Services**.

In some cases, Information about you is collected and combined through your interaction with Our **Network** and/or Our **Websites** and **Application**.

In some other cases, if you contact us by email, mail, telephone or otherwise regarding the **Vehicles** or request other information, we collect and maintain a record of your contact details, communications, and our responses. If you contact us by telephone, more information will be provided during the call.

*You can find more details and examples about the **Personal Data** and **Vehicle Data** collected and processed in **Annex I**.*



#### 3. Source of Personal Data

During the use of the **Connected Services**, we may collect data from third parties such as:

- Data relating to drivers other than you. If you permit another driver to drive your **Vehicle** and/or access or use your **Connected Services** account, then you acknowledge and agree that we may make available and collect data during their use. As we are not aware who is the person using the **Connected Services** other than the **Customer**, all the information collected will be associated to you/your account.
- Data relating to passengers. An example is the case of a presumed collision of the **Vehicle**, after which the **Connected Services** activate an emergency call to us and/or the public emergency services, which could involve the processing of your passengers' data. By way of example, but not limited to, other cases could include a change of ownership, when you purchase a company's fleet, or if you indicate that the driver is not the owner of the **Vehicle**.



If you provide us with the data of third parties, you are responsible for sharing such information with us and must be legally authorized to do so (i.e. authorized by the third party to share their information, or for any other legitimate reason). You must also fully indemnify us against any complaints, claims or demands for compensation of damages which may arise from the processing of third-party [Personal Data](#) in violation of applicable data protection law and from the processing of your [Personal Data negligently](#) made available by you through the [Connected Services](#).



#### 4. Why we collect and process your Data and legal basis

Your Data serves the following purposes:



a) Ease the collection and correction of your Data

To the extent permissible under applicable data protection law, we use the Data provided by you to us to update the information that we have about you as an owner of one of our [Vehicles](#). In these cases, we will interrogate our databases to ease the update or to correct the available information we have about you as [Customer](#). This processing is based on our legitimate interest in keeping up to date the quality of [Personal Data](#) about [Customers](#).



b) Providing the Connected Services and related support

We use Data to help you connect to and use the [Connected Services](#) (as defined below and specified in [Annex II](#)) and to respond to you requests, suggestions or reports. This purpose also includes optional services that allow you to share your Vehicle Device Data history and functions through the [Application](#). When some [Connected Services](#) chosen by you are not provided directly by us but by our [Commercial Partners](#), we will only provide the Data strictly necessary for providing those services. This processing is based on the execution of a contractual obligation indicated in the [General Conditions](#) or pre-contractual measures taken at your request. In some case, the processing can be based on a legal obligation (e.g. eCall).



c) Sharing Vehicle Data with Car Manufacturer

We may share Vehicle Data collected during the provision of the [Connected Services](#) with the [Car Manufacturer](#) to allow the latter to improve [Vehicles](#) and [Connected Services](#); to measure the effectiveness of their services and the creation of new services. [Vehicle Data](#) are processed as [Personal Data](#) and/or as [Aggregated Information](#), thus, not associated with [Personal Data](#) relating to you. This processing is based on our legitimate interest in creating and maintaining [Vehicle](#) and services that are genuinely useful to our customers. The processing can also be performed when you have given your consent.

Once transmitted or collected, your Data may also be used for the following purposes:



d) Complying with legal and tax obligations

We may use your Data to comply with legal and tax obligations (e.g., product liability etc.), which are the legal basis for such processing of your Data. These obligations may include the communication of certain Data (e.g., Vehicle Data) to public authorities should it be so required by national and/or European legislation (e.g., the European Environment Agency (EEA) pursuant to Regulation (EU) 2021/392) and any recall notices we are required to issue in our capacity as a manufacturer of the [Vehicle](#). If these notices are not required by law in your country, we will send them regardless, as explained in more detail in the “[Protecting our interests and your interests](#)” section below.



e) Detecting anomalies in the Connected Services or the Vehicle

We may use your Data, especially the Vehicle Data and Vehicle Device Data, to detect and (if possible) to avoid anomalies in the [Connected Services](#) or the [Vehicle](#). This processing is based on the need to provide the [Connected Services](#) in the manner and timeframe indicated in the [General Conditions](#), as well as on our legitimate interest in ensuring the [Vehicle](#) efficiency and safety to the extent possible (e.g. Vehicle and Battery Status Monitoring). You will not receive any communications to this regard, unless in response to your anomaly report.



f) Protecting our interests and your interests

To the extent permissible under applicable data protection law, we may need to use your Data to detect, react to, and prevent fraudulent and illegal behavior or activity which could compromise your or our security. This purpose includes audits and assessments of our business operations, security controls, financial controls, records and information management program, and otherwise relating to the administration of our general business, accounting, record keeping and legal functions. We will also use your Data to send you communications about the safety of your [Vehicle/fleet](#) (e.g. recall campaigns, software updates, etc.), even if there is no established legal requirement to this effect in the country you are in. In this regard, please mind that some Vehicle Data (i.e., diagnostic data and VINs without any further association to your person) will be sent to the European Environment Agency (EEA) based on a task carried out in the exercise of official authority vested in us pursuant to Regulation (EU) 2021/392. These are not promotional, but service communications to ensure your safety when using your [Vehicle](#). This purpose is based on the legitimate interest in safeguarding our interests and protecting our customers, including you.



#### 5. How we use your Data (method of processing)

Data collected for the purposes indicated above are processed both manually and via automated processing, through programs and/or algorithms that analyze information such as Data inferred by your activity. Your Data also may be subject to Combination and/or Crossing, to the extent permissible under applicable data protection law. For example, this allows us to distinguish the owner from the Vehicle data associated with you.



#### 6. How we may disclose your Data

We may disclose your Data to the following recipients and/or categories of recipients (“[Recipients](#)”):

- 
- **Persons authorized by us** to perform any of the data-related activities described in this document: our employees and collaborators who have undertaken an obligation of confidentiality and abide by specific rules concerning the processing of your Data;
  - **Our Data Processors**: external subjects to whom we delegate some processing activities. For example, security systems providers, accounting and other consultants, data hosting providers, etc. This category also includes **Our Network** and service providers, so they can recognize you as our customer and offer you the same services anywhere in Europe. We have signed agreements with each of our **Data Processors** to ensure that your Data is processed with appropriate safeguards and only under our instruction;
  - **System administrators**: our employees or those of **Data Processors** to whom we have delegated the management of our IT systems and are therefore able to access, modify, suspend or limit the processing of your Data. These subjects have been selected, adequately trained and their activities tracked by systems they cannot modify, as provided for by the provisions of our competent Supervisory Authority;
  - **Car Manufacturer**: our Car Manufacturer to whom we may share Vehicle Data collected during the provision of the Connected Services in order to improve Vehicles and Connected Services;
  - **Our Commercial Partners**: when some **Connected Services** chosen by you are not provided directly by us but by our **Commercial Partners**, we will only communicate the Data strictly necessary for providing those services. Each of the above carries out the processing as the Independent Data Controller of your Data;
  - **Law enforcement or any other authority whose provisions are binding for us**: this is the case when we have to comply with a judicial order or law or defend ourselves in legal proceedings.
- 



## 7. Where your Data is located

We are a global company and the **Connected Services** are available in multiple jurisdictions worldwide. This means that your Data may be stored, accessed, used, processed, and disclosed outside your jurisdiction, including within the European Union, the United States of America, China or any other country where our **Data Processors** and sub-processors are located, or where their servers or cloud computing infrastructures may be hosted. We take steps to ensure that the processing of your Data by our Recipients is compliant with the applicable data protection laws, including EU law to which we are subject. Where required by EU data protection law, transfers of your Data to Recipients outside of the EU will be subject to adequate safeguards (such as the relevant EU standard contractual clauses for data transfers between EU and non-EU countries), and/or other legal basis according to the EU legislation. For more information on the adequate safeguards we have implemented with regard to Data that is transferred to third countries, please write to us at: [dpo-lpmi@leapmotor-international.com](mailto:dpo-lpmi@leapmotor-international.com).

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## 8. How long we retain your Data

Data processed for the purposes indicated above will be kept for the period deemed strictly necessary to fulfil such purposes. Data processed in compliance with the legal obligations to which we are subject is kept for the period required by law. Personal Data processed to protect our interests, and our users' interests are kept until the time provided for by the applicable law to protect our interests. Once the relevant retention period/criterion has expired, your Data is erased pursuant to our retention policy.

You can ask us for more information on our data retention criteria and policy by writing us here: [dpo-lpmi@leapmotor-international.com](mailto:dpo-lpmi@leapmotor-international.com).

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## 9. How to control your Data and manage your choices

At any time, you can ask to:

- **Access your Data (right of access)**: depending on your interactions with us, we will provide the Data we have related to you, such as your name, age, e-mail address and preferences.
- **Exercise your right to portability of your Personal Data (right to data portability)**: where applicable, we will provide you with an interoperable file containing the Data we have about you.
- **Correct your Data (right to rectification)**: for example, you can ask us to modify your e-mail address or telephone number if they are incorrect.
- **Limit the processing of your Data (right to restriction of processing)**: for example, when you think that the processing of your Data is unlawful or that processing based on our legitimate interest is not appropriate.
- **Delete your Data (right to erasure)**: for example, if you do not want us to keep your data and there is no other reason for keeping it;
- **Object the processing activities (right to object)**;
- **Withdraw your consents (right to withdrawal)**.



You can exercise any of the above rights or express any concern or make a complaint regarding our use of your Data directly at: [privacy-rights-lpmi@leapmotor-international.com](mailto:privacy-rights-lpmi@leapmotor-international.com);

At any time, you may also:

- contact our Data Protection Officer (DPO), here [dpo-lpmi@leapmotor-international.com](mailto:dpo-lpmi@leapmotor-international.com);
  - contact the Supervisory Authority, here you can find the list of all the Supervisory Authorities by country [https://edpb.europa.eu/about-edpb/board/members\\_en](https://edpb.europa.eu/about-edpb/board/members_en)
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## 10. How we protect your Data

We take reasonable precautions from a physical, technological and organizational point of view to prevent the loss, misuse, or modification of Data under our control. For example:

- We ensure that your Data is only accessed and used by, transferred or disclosed to Recipients that need to have access to such Data.
  - We also limit the amount of Data accessible, transferred or disclosed to Recipients to only what is necessary to fulfil the purposes or specific tasks performed by the Recipient.
  - The computers and servers where your Data is stored are kept in a secure environment, are password-controlled with limited access, and have industry standard firewalls and anti-virus software installed.
  - Paper copies of any documents containing your Data (if any) are kept in a secure environment as well.
  - We destroy paper copies of documents containing your Data that is no longer needed.
  - When destroying Data recorded and stored in the form of electronic files that is no longer needed, we make sure that a technical method (for example, low level format) ensures that the records cannot be reproduced.
  - Laptops, USB keys, mobile phones and other electronic wireless devices used by our employees who have access to your Data are protected. We encourage employees not to store your Data on such devices unless it is reasonably necessary for them to do so to perform a specific task as outlined in this Privacy Policy.
  - We train our employees to comply with this Privacy Policy and conduct monitoring activities to ensure ongoing compliance and to determine the effectiveness of our privacy management practices.
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- Any **Data Processor** that we use is contractually required to maintain and protect your Data using measures that are substantially similar to those set out in this Privacy Policy or required under applicable data protection law.

In case required by the applicable legislation, if a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data transmitted, stored or otherwise processed, will be notified to you and to the competent data protection authority as required (for example, unless Data is unintelligible to any person or the breach is unlikely to result in a risk to your rights and freedoms and those of others).

**Customers** are responsible for maintaining the security of any password, user ID or other form of authentication involved in obtaining access to the **Connected Services** and their account. In order to protect you and your data, we may suspend your use of any of the **Connected Services**, without notice, pending an investigation, if any security issue arises. Access to and use of password protected and/or secure areas of any of the **Connected Services** or your associated account are restricted to authorized users only. Unauthorized access to such areas is prohibited and may lead to criminal prosecution or civil action.

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#### 11. What this Privacy Policy does not cover

This Privacy Policy explains and covers processing that we carry out as **Data Controller**.

This Privacy Policy does not cover processing carried out by subjects other than us, including and in particular:

- processing carried out by **Our Network**;
- processing carried out by other Commercial Partners as independent Data Controllers of certain additional Connected Services.
- processing carried out by national emergency number operators in case of emergency calls (eCall);
- processing carried out by regulatory authorities, law enforcement or other judicial or government entities.

Regarding these cases, we are not responsible for any processing of your Data that is not covered by this Privacy Policy.

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#### 12. Usage of data for other purposes

If we should need to process your Data differently or for purposes other than those indicated herein, you will receive specific notice before such processing begins.

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#### 13. Changes to the Privacy Policy

We reserve the right to adapt and/or change this Privacy Policy at any time. We will inform you of any substantial adaptations/changes.

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#### 14. Protection of children

Our **Connected Services** are not generally targeted at children and we do not knowingly collect personal data from children. We strongly recommend that parents take an active role in supervising the online activities of their children. If you believe we might have any information relating to a child, please see the contact information below and contact us.

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#### 15. Definitions

**Aggregated Information**: refers to statistical information about you that does not contain your Personal Data.

**Application**: means the mobile application of LPMI.

**Car Manufacturer**: refers to the following entity: Zhejiang Leapmotor Technology Co., Ltd., located in 1/F, No. 451 Wulianwang Street, Binjiang District, Hangzhou, Zhejiang Province, China.

**Combination and/or Crossing**: this is the set of fully automated and non-automated operations which we combine with the Data inferred by your activity, the Data provided by you to provide the Connected Services.

**Commercial Partners**: means third-party entities to whom we communicate the Data strictly necessary for providing Connected Services that you have required but that are not provided directly by us (eg. Internet connection for the Vehicle). We will only communicate the Data strictly necessary for providing those services. Each of the above carries out the processing as the independent Data Controller of your Data.

**Connected Services**: refers to the set of services described in the General Conditions of the Data Controller and specified also in Annex II, as well as the standard and optional services, if activated.

**Customer**: refers to the person who signed the General Conditions for the Connected Services.

**Data Controller**: refers to the legal person, public authority, service or other entity which, individually determines the purposes and means for processing your Personal Data.

**Data Processor**: refers to an entity that we engage to process your Personal Data solely on behalf of and pursuant to the written instructions of the Data Controller.

**Device Sensors**: depending on your Device, these are sensors such as accelerometers, gyroscopes, Bluetooth, Wi-fi and GPS which one way or another share the information they collect through the Device and therefore through the Application. If enabled by the Device settings, these allow us to obtain Information about your location.

**Device**: means the electronic Device (e.g. smartphone, smartwatch) on which you downloaded the Application and/or with which you access the Connected Services.

**General Conditions**: means the general conditions of connected services you accepted when you activated the Connected Services, which is always available on Our Websites and Application.

**Our Network**: these are retailers and/or dealers and/or repairers with whom the Data Controller has signed commercial agreements for the sale of its vehicles and fleets, and who provide assistance services.

**Our Websites**: include our social network pages and some sections of Our Network's websites where this privacy policy is available.

**Personal Data**: means any information relating to an identified or identifiable natural person. Examples include, e-mail address (if it refers to one or more aspects of an individual), name and surname, an ID document, a mobile phone number or Unique Identifiers such as a Vehicle Identification Number (VIN). For your convenience, we will collectively indicate all Personal Data mentioned so far as "Data".

**Unique Identifiers**: means information that uniquely identifies you or through which you may be identified. On a Vehicle, the Unique Identifiers are the license plate number and Vehicle Identification Number (VIN).

**Vehicle Data**: means any technical, diagnostic and real-world data that is possible to collect via the Vehicle Device installed on the Vehicle (e.g., location, speed and distances, engine running time and turning off time; if the battery cable is cut, battery diagnostics, movements with the key out, presumed collision, as well as diagnostic data such as, but not limited to oil and fuel levels, tire pressure and engine status).

**Vehicle Device**: means singularly or collectively a device capable to collect Vehicle Data and the telematic Device (and associated sim card) installed on the Vehicle and better described in the General Conditions.

**Vehicle Sensors**: these are sensors such as Wi-fi and GPS which in one way or another share the information they collect through the Vehicle Device.

**Vehicle**: refers to a vehicle of a Leapmotor brand distributed by LPMI, or its subsidiaries.

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## **ANNEX I**

### *Details and examples of Personal Data and Vehicle Data collected and processed*

- Application account Data: Data that you provide when registering your account for the Application, including phone number, email address, username, password;
- Account ID.
- Vehicle basic Data: basic information on your Vehicle, including Vehicle Identification Number (VIN), year, region, configuration, Car Manufacturer, Vehicle model, Bluetooth ID, ICCID, and other unique device identifiers.
- Vehicle status Data: information regarding the performance, usage, operation, and condition of your Vehicle, including A/C and temperature, speed, status of doors, lock, windows, and ports, IMMO, charging and battery status, Bluetooth connectivity status, mileage, energy consumption.
- Vehicle security Data: such as Vehicle cyber security events data.
- Diagnostic Data: software, hardware and network issues, diagnostic logs, fault information (such as fault name and level, UDS code, occurrence and recovery time, disposal status).
- Vehicle accident-related Data: MSD information, collision information, call recording.
- Location Data: vehicle location, and mobile phone location.
- Battery Data: including battery status, such as remaining power; charging status, such as charging time, current and voltage, charging type; MAC address of charging pile, charging gun status.
- System and application Data: system messages, such as FOTA releases and updates; information on the system status, such as screen status, screen brightness; application log information, system and application usage Data, successfully or unsuccessfully loaded events Data.
- Automatic assisted driving Data: road perception Data from sensors such as camera, radar; log information, such as speed, time, alarm information, feature usage status.
- User voice Data: the content of your voice commands.
- After sales service Data: such as mileage, repair record, parts details, cost, servicing store.

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## **ANNEX II**

### *Connected Services*

- **Bind Your Connected Vehicle to Application Account**

Bind your connected vehicle to your Application account then you can view the Vehicle status and control it remotely. You need to scan the QR code displayed in-vehicle with the Application, and complete the identity verification as Vehicle owner.

Processing purposes	Type of Personal data	Legal basis for processing
To match the connected vehicle to Leapmotor App account	App account Data; Vehicle basic Data;	Contractual obligation

- **Vehicle Management / Remote Control**

You could view the Vehicle status and control it remotely from Application. The data is generated on your connected Vehicle and transferred to our cloud for processing, so that the vehicle status can be displayed on Application. When you change the Vehicle setting or do other control operations on Application, such as 'open window', it will be updated on the cloud then synchronized to your connected Vehicle to execute such instructions. You can also display the current location of your connected Vehicle and the charging spots nearby.

Processing purposes	Type of Personal data	Legal basis for processing
Provision of the function to view the status of vehicle; Provision of the vehicle management and remote control.	App account data; Vehicle basic data; Vehicle status data; Battery data; Location data; System messages.	Contractual obligation

- **Navigation**

Navigation services include map display, search for a specific location and real-time navigation, which is provided by the navigation service provider. And it will process device information, vehicle location data when you use the navigation function.

Processing purposes	Type of Personal data	Legal basis for processing
Provision of map and navigation service.	VIN; Location data; System log data	Contractual obligation

- **Vocal Assistant (Voice Assistant/Leapmotor Assistant)**

With Vocal Assistant, certain functions or operation can be achieved through your voice command, e.g. opening the windows, operating navigation, making phone calls. This function relies on data processing in the cloud of the service provider. The user voice data will be transferred to the cloud for speech recognition and semantic analysis, then returned to the connected vehicle to execute such commands.

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Processing purposes	Type of personal data	Legal basis for processing
Provision of speech recognition, semantic analysis and command execution	User voice data; Device identifier (Vehicle SN); Operation log data;	Contractual obligation

- Automatic Assisted Driving**

The function of automatic assisted driving relies on the road perception data collected by external sensors, such as camera, radar, which mainly includes data related to traffic participants, roadblocks, traffic signs. Some personal data such as faces of pedestrians or license plates of vehicles may be collected during the capture process. The collected data is processed in real-time in vehicle without storage.

Processing purposes	Type of Personal data	Legal basis for processing
Provision of automatic assisted driving service.	Road perception data; Log information: such as speed, time, alarm information, feature usage status.	Contractual obligation

- OTA**

To optimize the vehicle status and provide upgrade services, we need to identify your connected vehicle and push OTA notifications. You can choose whether to update the software of your vehicle.

Processing purposes	Type of Personal data	Legal basis for processing
To check whether the installed software is the latest available version; To ensure the consistency between OTA files and vehicle model; To ensure the OTA process can be completed without interruption.	VIN; System and software data: such as system version, upgrade records, upgrade faults; Vehicle status data.	Contractual obligation

- AppStore**

In order to provide you with the AppStore function, your vehicle basic data, country information, system version may be collected and provided to the AppStore service supplier. When you download and use applications through AppStore, the collection of your personal data will be subject to the third-party's privacy policy.

Processing purposes	Type of personal data	Legal basis for processing
Provision of app store service	Vehicle basic data; Country information; System version.	Contractual obligation

- Vehicle and Battery Status Monitoring**

To ensure the vehicle works as expected, prevent cyber security attacks, solve potential problems, and trace accidents, we will collect vehicle data related to operation, performance and status, and monitor the important functions. This allows us to notify you immediately if there is a problem that may pose a risk of harm to you; We can also troubleshoot faster and provide you with better support if you contact us in the event of an accident.

Processing purposes	Type of personal data	Legal basis for processing
Provision of vehicle and battery status monitoring service; To prevent and solve potential problems;	Vehicle basic data; Vehicle status data; Battery data; System and application data; Vehicle accident-related data; Location data.	Our legitimate interest to ensure that the vehicle to protect drivers/passengers from dang
Vehicle and parts' software and hardware vulnerability management; Security events and alarms emergency response; Operation audit for the Cloud.	Vehicle security data; Vehicle basic data.	Our legitimate interest to ensure that the vehicle

