

**LEGAL NOTICES AND GENERAL TERMS AND CONDITIONS OF USE  
FOR THE DS CONNECTEDCAM™ APPLICATION ('App Licence')**

**App Licence Version: 3 May 2018**

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**1. IMPORTANT LEGAL NOTICE**

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- 1.1. The DS ConnectedCAM™ application (we refer to the application in the App Licence as the '**Application**') is owned and published by us, Automobiles Citroën, a public limited company registered at the Nanterre Trade and Companies Register under number 642 050 199, and whose head office is located at 7, Rue Henri Sainte-Clare Deville, 92500 Rueil-Malmaison.
- 1.2. The Application is available to download from Google Play and Apple's App Store. If you start downloading this Application, then you agree that once the Application has downloaded, you will not have a right to change your mind to cancel the contract. However, as mentioned in Section 11 below, you may stop using the Application and end your contract with us at any time.
- 1.3. We agree to make the Application available to you, provided that you accept these terms and conditions (we refer to such terms and conditions in the App Licence as the '**App Licence**').
- 1.4. **It is important that you read the App Licence carefully before you agree to it.** The App Licence tells you who we are, how we may change or end the contract, what to do if there is a problem and other important information. **As soon as you agree to the App Licence, that will form a contract between you and us.**
- 1.5. **You should print a copy of this App Licence for your records and future reference.**

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**2. CONTACT**

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- 2.1. If you need to contact us, then we request that you use one of the following contact methods:
  - 2.1.1. Telephone our customer service team on this number: 0800 093 9393
  - 2.1.2. Contact our customer service team at this web address: <http://dsautomobiles-uk-en.custhelp.com/app/ask>
  - 2.1.3. Write to our group company's UK office at the following address: Citroën UK Limited t/a DS Automobiles, Pinley House, 2 Sunbeam Way, Coventry, CV3 1ND; although you may of course contact us at our address in France, shown in Section 1.1 above, if you wish.
- 2.2. If we need to contact you, then we will do so using the contact details which you provide to us.

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**3. CHARGES**

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- 3.1. We make the Application available to you free of charge. **However, please note, that you may incur your mobile service provider's charges for using mobile data whilst you are using the Application's functionality.**
- 3.2. **Please note that the Application will use mobile data (for example, for anything involving any form of location services, GPS, email or transferring information) in order to use certain of the Application's features.** Consequently, such use may consume data from your data allowance package; or where you have used up all of your package, or you do not have an inclusive pre-paid allowance from your mobile service provider, then such use of the Application will incur charges with your mobile service provider. Therefore, you may be billed for additional fees by your mobile service provider, and you must therefore check with your mobile service provider as to its charging structure for such use of mobile services. Clearly, your mobile service provider is a third party and separate from us, so we have no responsibility for the charges which your mobile service provider charges you. **If, in relation to this Application, you do not wish to use your mobile service provider package or incur charges with your mobile service provider, then you must not use this Application.**

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**4. USE OF THE APPLICATION**

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- 4.1. **The Application is made available to you for your personal use as a consumer only, so it may not be used for business purposes.** It is therefore intended for leisure purposes only, and not for formal record keeping or logging

purposes, as there is always the risk of data loss or data corruption. So we do not provide any assurance that any data which you record with the Application will be available at all times.

- 4.2. You must be at least 18 years of age to use the Application.
- 4.3. You may only use the Application in the United Kingdom.
- 4.4. You must also only use the Application and associated functionality with regard to your own journeys and your own vehicles.
- 4.5. You will see certain references to third parties' applications, services, links and content in this App Licence. We clearly are not responsible for third parties' applications, services, links and content. You must therefore, read the documentation and terms of use for such third parties' applications, services and content, and check that such third parties and their applications, services, links and content are appropriate for your use, as **we do not provide any assurances or recommendations in respect of third parties or their applications, services, links and content**, as they are independent to us.

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## 5. USING THE APPLICATION, LEGAL USE & COMPATIBILITY

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- 5.1. The Application is compatible with iOS 9 or later versions and Android 5 or later versions (although it is important for you to understand, that if the iOS or Android systems are updated after the date that you accept this App Licence, then we cannot assure you of ongoing compatibility unless or until: we have checked the position, and where necessary decided to update the Application if we decide to make the Application compatible with such further updated mobile operating systems).
- 5.2. To use the Application, you must have a compatible smartphone using iOS 9 (or later versions) or Android 5 (or later versions) (we refer to such a smartphone in the App Licence as the '**Smartphone**').
- 5.3. If you use the Application with the use of a vehicle, this vehicle must be a technologically eligible vehicle of the DS Brand, **fitted with an on-board DS ConnectedCAM™ and with the DS ConnectedCAM™ option** (we refer to such a compatible vehicle in the App Licence as the '**Vehicle**'). Please therefore note, that such interaction between your Smartphone and your Vehicle for the purposes of the Application, will only work if you have a vehicle which is manufactured by Automobiles DS and which is shown on our website at [www.dsautomobiles.co.uk](http://www.dsautomobiles.co.uk) as compatible with the Application. Therefore, references in the App Licence to any functionality (where such functionality requires interaction between your vehicle and the Application), is meaning one of these compatible vehicles only.
- 5.4. Subject to the eligibility and compatibility of the Vehicle, you can:
  - 5.4.1. pair your Smartphone with your registered Vehicle, and use the features for downloading certain information from the Vehicle to the Application; and
  - 5.4.2. make use of certain functionality arising from interaction between your Vehicle and the Application.
- 5.5. **IMPORTANT NOTICE on using the functionality and features of the DS ConnectedCAM™ and the Application** – there are laws which apply to the use of certain functions and features which are made available by the DS ConnectedCAM™ and the Application. We cannot provide you with legal advice, so it is your responsibility to seek your own legal advice, to ensure that your use of the functionality and features of the DS ConnectedCAM™ and the Application is legal in the country in which you are using such functions and features.
- 5.6. You are only allowed to use the DS ConnectedCAM™ and the Application, **where doing so would NOT:**
  - 5.6.1. **violate any motoring or highway laws;**
  - 5.6.2. **violate any privacy or data protection laws – you must not therefore use the photo or video features to capture still or moving images of individuals or vehicle registration details;**
  - 5.6.3. **violate any other laws – for example, in some countries the capturing of photos or video from stationary or moving vehicles and/or posting them to social media or distributing them is prohibited and may result in fines or other legal consequences;**
  - 5.6.4. **affect the safety of the use of your Vehicle;**
  - 5.6.5. **affect the safe driving of your Vehicle;**

- 5.6.6. **affect the safety of pedestrians, other vehicles and other road users;**
- 5.6.7. **result in the capturing, transmission or publication of any offending or obscene photos or videos.**
- 5.7. **WARNING: Please note that capturing any personal data, whether that is images or videos of people, or vehicle registration plates, will result in you processing personal data for the purposes of the data protection laws. Breaching the data protection laws can give rise to civil and criminal penalties.** In certain countries you may be required to register with the data protection authorities as a data controller if you use the DS ConnectedCAM™ and the Application for processing personal data. You may also be required to display notifications on your Vehicle in such circumstances to confirm that you are capturing photos and images. There are also other obligations which you will need to comply with in such circumstances with regard to the privacy and data protection laws, which would be your responsibility to comply with. You should seek your own legal advice. In addition, you should contact the Office of the Information Commissioner for more details with regard to data protection law compliance (<https://ico.org.uk>). **We are therefore not providing this Application or the DS ConnectedCAM™ for you to capture or process personal data. However, the Application and DS ConnectedCAM™ will not automatically prevent you from capturing or processing personal data. So it is your responsibility to exercise appropriate discretion and control, to ensure that you: do not capture and process personal data; and that you only use the Application and the DS ConnectedCAM™ in accordance with the App Licence.**

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## **6. APPLICATION FUNCTIONALITY & FURTHER COMPATIBILITY INFORMATION**

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- 6.1. **Please note that you may incur your mobile service provider's charges for using the functionality described in this Section 6 and in the App Licence, as mentioned in Section 3.2 above.**
- 6.2. Please note that information is transmitted as soon as the Vehicle is moving and the Smartphone connects to the Wi-Fi of the DS ConnectedCAM™. Information transmission ceases when the ignition or the Wi-Fi connection is switched off.
- 6.3. If you have paired your Smartphone with the DS ConnectedCAM™, the Application allows information to be transmitted from the DS ConnectedCAM™ to your Smartphone, in order to offer the following features (**PLEASE NOTE THAT THERE ARE RESTRICTIONS IMPOSED BY LAW FOR USING SUCH FEATURES AND YOU MUST THEREFORE MAKE YOURSELF AWARE OF SUCH LAWS AND ACT IN ACCORDANCE WITH THEM – PLEASE ALSO ENSURE THAT YOU HAVE READ SECTIONS 5.5, 5.6, 5.7 AND 9**):
  - 6.3.1. **Taking photos or videos** in high definition by pressing on a DS ConnectedCAM™ button. The photos or videos are automatically saved in the Application. This is intended for taking photos or videos of picturesque surroundings or landscapes. **This feature must not be used for taking photos or videos of individuals or vehicle registration plates.**
  - 6.3.2. **Retrieving up to 148 photos and 30 videos (beyond that number, the oldest photos and videos are automatically deleted and replaced by new ones)**, saved and stored by the DS ConnectedCAM™, which has been activated under your control and responsibility. Once activated, the DS ConnectedCAM™ records your journeys. **As mentioned in Section 6.3.1 above, this feature must not be used for taking photos or videos of individuals or vehicle registration plates.**
  - 6.3.3. **In the event of certain incidents, such as emergency braking or an unexpected speed bump, a video is automatically saved, for 30 seconds before the incident and 1 minute afterwards** (we refer to such a video in the App Licence as the 'Incident Video'). You can retrieve your Incident Video using the Application. The Incident Video cannot be deleted directly using the Application without you receiving a notification and confirming the deletion of the video. You can also delete all of the media by reinitialising the DS ConnectedCAM™, via a long press on the camera's two buttons. **This feature is intended for assisting with logging the timing and certain circumstances of an incident, but it is not intended for use in any legal proceedings. If the automatic capture results in any photos or videos being saved which you are not lawfully allowed to save, then you agree that you will immediately delete them.**
  - 6.3.4. **Automatically sharing a moment of the journey.** You can save a photo or a video to the Application by pressing one of the DS ConnectedCAM™ buttons (see the diagram in the user guide for the DS ConnectedCAM™ for more detailed instructions). You can configure the Application so that it automatically shares photos taken by the DS ConnectedCAM™ on the social networks, Facebook and Twitter, or by email. This configuration must be done when the Vehicle is stationary. The use of the DS ConnectedCAM™ and the sharing that it allows via the Application, remain under your personal control and responsibility. As such, it is your responsibility to ensure, in all circumstances and before any use, the observance of: legal restrictions imposed by the Highway Code and motoring laws; image rights; the protection of personal data; the protection of intellectual property; and more generally of any legal restriction on use which is in force in the countries of use by you of the Vehicle. **This feature must not be used for taking photos or videos of individuals or vehicle registration plates.**

- 6.3.5. **Finding where your vehicle is parked more easily.** Provided that your Smartphone is connected to the Wi-Fi of the DS ConnectedCAM™, the latest GPS coordinates of the DS ConnectedCAM™ as well as the date and time of the vehicle's last known GPS position are transmitted to the Smartphone. If you wish to use the 'Vehicle Position' feature, the GPS coordinates of your Vehicle are sent to the navigation application installed on your Smartphone. This feature assists you in finding, as a pedestrian, the approximate location of your Vehicle at the time of using this feature.

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## 7. INTELLECTUAL PROPERTY RIGHTS

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- 7.1. The Application is only for providing personal information to consumers. No commercial use of data presented within it, even partial, is allowed to be undertaken by you.
- 7.2. No commercial use of the 'DS ConnectedCAM™' name, or photographs or videos associated with the 'DS ConnectedCAM™' name, is allowed to be undertaken by you.
- 7.3. We and our suppliers retain sole ownership of all intellectual property rights relating to the Application (other than in respect of any intellectual property rights which you create in any photos or videos which you capture with, or via, the Application or the DS ConnectedCAM™).
- 7.4. So that you are aware, numerous elements of the Application:
- 7.4.1. are protected by copyright laws - this may include our (or our supplier's): code, photographs, articles, designs, animated sequences, digital audio or video recordings, etc.;
  - 7.4.2. are protected by laws concerning designs and models; and
  - 7.4.3. are protected by trademark laws - these include: the 'DS' trademark, as well as the trademarks of our partners or the suppliers of content.

The elements protected in this way belong to us, our subsidiaries and/or third parties who have authorised us to use them. Consequently, other than normal use as envisaged by this App Licence (and any use or operations mandated by law): any reproduction, representation, adaptation, modification, incorporation, translation or marketing, in part or in full, by means of any process, in any form and on whatever medium (paper, digital, etc.), of all or part of the Application, is prohibited.

- 7.5. If you wish to undertake any other lawful use which you believe is not referenced in this App Licence, then please consult us beforehand to check that such use is expressly permitted, to avoid the risk of you incurring liability to us for a potentially prohibited use.

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## 8. PERSONAL DATA

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- 8.1. In order to offer the features described in the App Licence, the DS ConnectedCAM™ records and sends to the Application, photos and videos of your journeys and the latest timestamped GPS position of the Vehicle. By accepting the App Licence, you agree that this data may be collected and transmitted to the Application. **Please read Sections 5.5, 5.6, 5.7, 6 and 9, regarding restrictions on your use of photo and video capturing, which you must follow.**
- 8.2. We will also use your personal data to provide any services via the Application.
- 8.3. Please note that our [privacy policy](#) also provides further information with regard to how we may use your personal data.
- 8.4. Your personal data will be stored for at least the duration of the use of the Application and its associated services by you. We will then delete your personal data derived from the Application (where such personal data is in our possession or control), within 30 days of you communicating to us that you have deleted the Application from all of your Smartphones and that you no longer wish to use the Application, by you writing to us or emailing us, using the contact details shown in Section 2 above. However, it is your own responsibility to delete any photos or videos which you transmit via the Application to any social media sites or by email, as we do not have control over those third party recipients.
- 8.5. We intend to process your personal data only within the European Economic Area ('EEA'). If we wish in the future to process it outside the EEA, then we will provide notification of this to you in advance, so that you can choose to cease using the Application if you object to such future processing. It is your responsibility when transmitting captured photos or videos via the Application, to ensure that they do not contain any personal data, and that they are not transmitted outside the EEA.
- 8.6. You are entitled to have access to, and request rectification of, personal data relating to you, as well as the right to object to the processing of such personal data, and in certain circumstances to have certain of your personal data which is held

by us to be deleted. These rights may be exercised by writing to us or emailing us, using the contact details shown in Section 2 above. These rights are only available in respect of your personal data which we hold or control.

- 8.7. Please note that the use of the Application requires the collection of geolocation data. You may, however, at any time deactivate the geolocation function on your Smartphone and/or delete your Application history. Please note that if the geolocation service on your Smartphone is deactivated, certain features and functions which rely upon location data will not be available. For example, (in the case of iOS operating systems) the “Find My Car” function will not work and the “Autoshare” function will not be available when the application is running in the background. Furthermore, (in the case of Android operating systems) the “Find My Car” function will not work if the geolocation service on your Smartphone is deactivated.
- 8.8. It is important that you inform anyone using the Vehicle, or travelling as a passenger in the Vehicle, of the collection and processing of geolocation data, photos and videos by the DS ConnectedCAM™ and the Application. On this basis, you are confirming to us that where such data is being collected and processed, you have obtained any necessary third party consents from such individuals, and you accept full responsibility and liability for your failure to do so. If you have not obtained such consent, then you must turn off location data services and not use the DS ConnectedCAM™ and the Application.
- 8.9. We are committed to processing your personal data in accordance with the applicable data protection laws. If you have any complaints with our use of your personal data, you may contact us (by writing to us or emailing us, using the contact details shown in Section 2 above) or the supervisory authority for data protection, which in the UK is the Information Commissioner’s Office (further contact details are available from <https://ico.org.uk>).
- 8.10. Cookies are information files placed in a dedicated area of the hard drive of a terminal (computer, tablet, mobile phone, or any other device optimized for Internet), while viewing an online content. In no case do these cookies contain personally identifiable information. These Cookies and other tracers are used for analytical purposes, and for the proper use of the services offered from the Applications, in particular for the purpose of statistical analysis.
- 8.11. Your data is collected via automatic tracing, or the installation of cookies, by the Application or by certain service providers offering services from the Application. You can disable the sending of cookies by modifying the settings of Your browser.

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## 9. SAFETY

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- 9.1. **For safety reasons, pairing the Smartphone with the Application must only be done when the vehicle is stationary.**
- 9.2. **You must observe all health, safety, motoring and other laws when using the Application. Consequently, you must not use certain of the features of the DS ConnectedCAM™ and the Application which would be prohibited by law, whilst you are driving. It is your responsibility to familiarise yourself with the applicable laws, to ensure that you are aware of which features cannot be used whilst you are driving.**

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## 10. RESPONSIBILITY

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- 10.1. When you use the Application, you must not carry out any activity that is likely to result in computer viruses being introduced into, or via, the Application or any related services. You must also make sure that you do not do anything which could have a negative effect on the operation of: the Application; or any server; or any service accessible through the Application.
- 10.2. **You must make sure that you do not do anything which would violate any laws or violate the rights of third parties. Please ensure that you have read the important information contained within Sections 5.5, 5.6, 5.7, 6 and 9 above.**
- 10.3. It is important that you do not do anything which would have a negative impact on our reputation or services, or those of our group companies, dealers, service providers and customers.
- 10.4. **Although we use reasonable anti-virus measures in respect of our systems, you must ensure that you have reasonable anti-virus and security software on your Smartphone and your other devices which interact with the Application and Smartphone, as we cannot provide any assurance that the Application or its services will be virus free. Consequently, there is always the risk of data loss and data corruption on your Smartphones and other equipment which you use with the Application or your Smartphone. Therefore, we will not be liable to you for any viruses, or any data which you lose or which is corrupted resulting from the use of the Application or its associated services. You must therefore have a good daily back up of your software, files and data in place, in case any of your data becomes lost or corrupted, or you are infected by a computer virus.**

- 10.5. You accept and agree that you will be using the DS ConnectedCAM™ and the Application under your sole and full responsibility.
- 10.6. **We and our group companies will not be held responsible by you for any losses resulting from damage, infection or corruption caused to your devices, including without limitation, any loss of data or software, or financial losses arising from the use of the DS ConnectedCAM™ or the Application or other applications installed on your Smartphone.**
- 10.7. We will not bear any responsibility in the case of any illegal or improper use or misuse by you, or by any of your third parties, of: the Application; the DS ConnectedCAM™; or any information received or transmitted through the DS ConnectedCAM™ or the Application.
- 10.8. Similarly, we will not be held responsible for any communication network fault affecting access to the DS ConnectedCAM™ or the Application, or for total or partial unavailability of the DS ConnectedCAM™ or the Application, including without limitation caused by the telecommunications or mobile network operator, or for transmission errors or problems related with transmission security, or for a fault with your Smartphone or mobile services.
- 10.9. Although we are providing interaction between the Application and certain third party social media services and email services, we are not providing any assurances that we will continue to provide such interaction, or that such compatibility will remain if we update our, or the third parties update their, software, services or systems.
- 10.10. You must familiarise yourself with the social media sites and their associated services with which the Application can interact. Such social media sites and their associated services are provided by third parties (and we do not provide any endorsement or recommendation of such sites and services). **You must therefore determine if such social media sites and their associated services (and their terms and conditions and privacy policies) are appropriate for your use, as your use of them is at your sole discretion and risk.**
- 10.11. **As we are providing this Application to you on a free of charge basis for leisure purposes, we are not providing any assurances about the uptime or availability of the Application. Furthermore, you accept that there may be times when there might be outages in the Application's availability.**
- 10.12. **You acknowledge that transmission of data using the internet is not guaranteed to be secure, so please bear this in mind when using any of the functionality of the Application.**
- 10.13. **We are not responsible for any loss or damage that is not foreseeable.** Loss or damage is foreseeable if either it is obvious that it will happen, or if at the time the contract was made, both we and you knew it might happen.
- 10.14. **We are not liable for business losses.** We only supply the Application and associated services for domestic and private use. Consequently, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.15. **We are not providing the Application for use for insurance claim or evidential purposes, nor to protect against theft, damage or loss.**
- 10.16. **If we are found liable for any loss which is not lawfully excluded or limited, then where it is lawful for us to limit our liability to you, we limit our liability to a total of £50 (fifty pounds), to reflect that this Application is being provided on a free of charge basis to you. If you feel that your use of the Application may result in you losing more than this amount, then you must not use this Application.**
- 10.17. **We do not, by way of anything stated in the App Licence or otherwise, exclude or limit in any way our liability to you where it would be unlawful to do so.** Consequently, we also do not exclude or limit liability for: death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of your legal rights in relation to the Application where such losses are not permitted to be excluded or limited at law.

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## **11. SUSPENSION OR STOPPING ACCESS TO THE APPLICATION**

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- 11.1. We are entitled to suspend or stop your access to the Application at any time, temporarily or on a permanent basis, if:
- 11.1.1. we are no longer able to provide the Application or associated services (we will announce this either through the Application, on our website, or by email notice to you); or
- 11.1.2. you fail to comply with the terms of the App Licence (we will provide you with emailed notice in such circumstances of the suspension or stopping of access to the Application); or

11.1.3. we need to undertake any maintenance activities in respect of the Application or its associated services or infrastructure; or

11.1.4. we need to update the Application to reflect changes in relevant laws or regulatory requirements.

11.2. If a technical outage is going to result in the Application being unavailable for a prolonged period of time, then we will consider whether to announce this either through the Application, on our website, or by email notice to you.

11.3. You are of course entitled to stop using the Application at any time. You may also end your App Licence contract with us at any time by deleting the Application from all of your Smartphones (at which point you will no longer be able to use the Application and any of its associated services) and informing us of this by writing to us or emailing us, using the contact details shown in Section 2 above.

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## 12. UPDATES

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12.1. We may issue updates to the Application from time to time. Such updates may contain enhancements to functionality, performance, compatibility, reliability or security.

12.2. We may also change the App Licence and our privacy policy as it applies to the Application, by providing advance notice to you of the updated terms. Such changes may be made for reasons which may include: changes in the features or functionality of the Application; compliance with laws; or changes in our operating model. If you do not wish to accept the updated terms, then you will have the ability to cease using the Application at that time and bring your contract with us to an end, by following the steps shown in Section 11.3 above.

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## 13. ADDITIONAL IMPORTANT TERMS

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13.1. **We may transfer this contract to someone else.** We may transfer our rights and obligations under the App Licence to another organisation (but this will not affect your rights or obligations owed to you). We will always inform you in advance of the transfer if this happens (either by way of a general notice on our website or in the Application or by email). If you are unhappy with the proposed transfer, then you may contact us to end the contract at any time prior to the transfer, by following the steps shown in Section 11.3 above.

13.2. **You may not transfer your rights to someone else.** We have provided the use of the Application for your sole personal use. Consequently, the App Licence may not be transferred by you to someone else. As you are aware, the Application is being provided without charge to you, so if you no longer wish to use it, you may end your contract with us, by following the steps shown in Section 11.3 above.

13.3. **Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms.

13.4. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything which you are required to do under these terms, or if we delay in taking steps against you in respect of you breaking this contract, that will not mean that you do not have to do those things, and it will not prevent us taking steps against you at a later date.

13.5. **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and you can bring legal proceedings in respect of the Application and this contract in the English courts. If you live in Scotland, then Scottish law will apply and you can bring legal proceedings in respect of the Application and this contract in the Scottish courts.

13.6. **Alternative dispute resolution** is a process where an independent body considers the facts of a dispute and seeks to resolve it, without You having to go to court. If You are not happy with how we have handled any complaint, You may want to contact the alternative dispute resolution providers we use.

13.7. **You can refer a dispute to Motor Codes Limited (“Motor Codes”).** Further details can be found at <https://www.themotorombudsman.org/> or alternatively You may wish to contact their advice line on 0843 910 9000. Motor Codes will not charge You for referring a dispute (although You may pay an additional amount for any call to them) and if You are not satisfied with the outcome You can still bring legal proceedings.