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## Car Genie Terms and Conditions

**AUTOMOBILE ASSOCIATION DEVELOPMENTS LIMITED**, is a limited company incorporated in England and Wales (registration number 01878835) having its registered office at Fanum House, Basing View, Basingstoke, RG21 4EA

You should ensure that You read these Terms and Conditions carefully, as they set out our and Your legal rights in relation to the Hardware, Web Portal and other products that we will supply to You. **Your attention is specifically brought to the limitations and exclusions of liability contained within Clause 11 below and the requirements of Clauses 5 and 7.**

### 1. Definitions and Interpretation

1.1 In these Terms:

**AA** means Automobile Association Developments Limited;

**AA Emergency Centre** means the call centre managed by the AA which responds to emergency breakdowns;

**Agreement** means these Car Genie Terms and Conditions;

**Annual Fees** refers to the annual fee charged for the provision of the Services which auto-renews on an annual basis;

**App** means a program on Your Smartphone associated to the Services;

**Customer** means Your business entity or You as an individual (as applicable);

**Data Protection Act** means the Data Protection Act 1998 and any amendments, re-enactments or subsequent legislation;

**Data Reports** are on line reports containing Your vehicle's telemetry data including Vehicle data, location data, technical details of the Vehicle and driving behaviour accessed through the App;

**Fee** refers to the one-off cost incurred in leasing the Hardware from the AA;

**Firmware** means the AA's management software installed within a Hardware unit;

**Force Majeure Event** means an event, or a series of related events, that is outside the reasonable control of the Party affected, as outlined in clause 13;

**Hardware** refers to the telematics unit which is installed in a Vehicle and includes Firmware and a SIM card necessary to provide network connectivity;

**Intellectual Property** means any patent, registered or unregistered design right, trade mark or other proprietary rights inherent in the Hardware, Software, App or any other product supplied by the AA and any copyrights and database rights, all other similar or equivalent intellectual or commercial rights or property subsisting under the laws of each and every jurisdiction throughout the world whether registered or not, and whether vested, contingent or future and all reversions, renewals, revivals and extensions of any of the foregoing, and all rights under licences, consents, orders, statutes or otherwise in relation to any of the foregoing;

**OBD Port** means a specific On Board Diagnostics Port which is fitted to Your Vehicle. We will carry out an eligibility check when You purchase the Hardware;

**Member and Membership** means (i) Personal Membership (as defined by the AA), the person to whom the membership documentation is addressed and who has purchased or been given membership; and (ii) Vehicle Membership (as defined by the AA), the person to whom the membership documentation is addressed, who has purchased or been given membership and whose address is recorded with the AA as the home address of the vehicle registered under the relevant vehicle membership;

**Personal Data** is any data or information which directly or indirectly relates to or identifies a living individual (including the personal information which You provide to the AA such as Your name, address, date of birth and email address) and any data collected about You throughout our relationship with You;

**Privacy Policy** means the AA's standard privacy policy, a copy of which has been provided to You with these Terms and can be accessed via the App;

**Self Install** or **Self Installation** means installation of the Hardware via the OBD Port by the Member/You;

**Services** means the services provided to You, by the AA, which include the provision of physical Hardware and the Data Reports via the App;

**SIM** refers to the Subscriber Identity Module card contained within the Hardware Unit providing network connectivity for the transmission of Your telematics data;

**Smartphone** means Your personal mobile phone which should have internet access and an operating system capable of running the downloaded App;

**Software** means the Firmware and third party licensed software where applicable which is required to provide You with the Services;

**Vehicle**: means the vehicle used by You in connection with the Services;

### 2. These Terms

2.1 By ordering, paying for and using the Services, You agree to be bound by this Agreement to the exclusion of all other terms and conditions.

### 3. Product Eligibility

3.1 To be eligible for this product, you must:

- (a)(i) be a minimum of 17 years old; (ii) be in possession of a full valid UK driving licence for a passenger car; (iii) be a Member of the AA at the commencement

of the Agreement; and (iv) have permission from the owner the Vehicle in which the Hardware is installed.

(b) inform the AA as soon as reasonably practicable if significant changes to Your circumstances occur, including: (i) cancellation of Your Membership; (ii) change to the address under which Your Membership is registered; (iii) the sale, theft or loss of the Vehicle in which the Hardware is installed; or (iv) the unauthorised use of the Vehicle in which the Hardware is installed.

(c) agree not to use the App on Your Smartphone under any circumstances whilst driving the Vehicle.

(d) inform other drivers of the Vehicle about the Installation of the Hardware and bring these Terms in full to their attention. You must make other drivers aware that the Hardware records and transmits data to the AA Emergency Centre, Your Smartphone and the Web Portal and consequently has the capacity to track the location and movement of the Vehicle.

### 4. Agreement Term

4.1 A one-off Fee shall be charged to You by the AA for the lease of the Hardware.

4.2 Annual Fees shall be collected on an auto-renewal basis for the provision of the Services. We shall contact You prior to renewal to give You the opportunity to cancel the Services.

4.3 At the end of the Agreement You must return the Hardware to us using the prepaid, addressed package supplied.

### 5. Delivery & Installation of the Hardware

5.1 Unless otherwise agreed:

- (a) we will deliver the Hardware to Your requested address;
- (b) we will be responsible for arranging postage or carriage for the Hardware;
- (c) You will be responsible for Self-Installation of the Hardware in accordance with the accompanying instructions;
- (d) on delivery of the Hardware to You, You will assume responsibility for loss, theft, damage or destruction of the Hardware.
- (e) the Hardware will be configured for a **single make and model of vehicle and the Hardware must not be used with any other vehicle without the prior approval of the AA**. If You seek consent, contact us on the technical support email address or phone number set out at clause 15.

5.2 Any date(s) we give to You for the delivery of the Hardware will be an estimate and the AA shall have no responsibility to You for late delivery of the Hardware.

### 6. Ownership and Use of the Hardware

6.1 The Hardware will at all times remain the property of the AA and You will have no right, title or interest in or to the Hardware (save for the right to use the Hardware in accordance with these Terms).

6.2 You agree that You will ensure that no charge, lien or other encumbrance is created over the Hardware.

6.3 You will ensure that the Hardware is not sold or transferred under any circumstances to a third party (including as part of the sale or transfer of the Vehicle to a third party).

6.4 You will notify the AA straight away in the event of any loss, accident or damage to the Hardware. Do not attempt to remedy any issues You have with installation or operation of the Hardware, or use of the App, without the AA's assistance via the contact details at clause 15.

6.5 You will ensure that the Hardware is not removed or disconnected from the Vehicle, unless such removal is strictly necessary (for example, where the Vehicle is being sold or transferred or for safety reasons). **The AA recommends that the Hardware is removed prior to any routine maintenance or repairs being carried out on the Vehicle.**

6.6 If You notice any change in the Vehicle or are in any doubt as to proper functioning or safety of the Hardware then You should remove the Hardware from the Vehicle as soon as possible.

6.7 If You remove the Hardware from the Vehicle, for any reason, You must contact the AA immediately and securely store the Hardware until You can re-install it in the Vehicle or return it to the AA in accordance with clause 4.3.

### 7. Your use of the App

7.1 The AA grants to You for the duration of the Agreement a right to access and browse the contents of the App on the following basis:

- (a) You will not copy, modify, publish, transfer, sell, reproduce or in any way exploit the App (or any part of it) or any associated or underlying software in connection with the App;
- (b) You will not under any circumstances utilise the AA's trademarks or trade names in any way.

7.2 You agree to ensure that the Hardware is only used in accordance with this Agreement and You will not attempt to dismantle the Hardware or use it in any other way accept as contemplated by this Agreement.

7.3 You agree to comply with all reasonable instructions or conditions relating to the use of the App as may be posted on the App or otherwise communicated to You

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from time to time by the AA.

- 7.4 When using the App, You will not, nor will You permit any third party to: (i) post or transmit to the App any material that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, in breach of confidence or privacy, which may cause annoyance or inconvenience, or which constitutes or encourages conduct that would be considered a criminal offence or would give rise to civil liability; (ii) knowingly post or transmit to the App any material that is technically harmful (including computer viruses, corrupted data or other malicious software or harmful data); (iii) misuse or violate any aspect of the App or any associated or underlying software, including deliberately breaching security or authentication measures; (iv) attempt to interfere with a service to any other user, host or network of the App, including by means of 'mail bombing' or 'crashing'; or (v) attempt to modify or reverse engineer any software used in connection with the App.
- 7.5 You acknowledge and agree that:
- (a) the availability of the App (or relevant parts thereof), including the Data Reports, is dependent upon systems and technologies and other factors which are beyond the AA's control including but not limited to; mobile communication networks, Global Positioning System technologies (GPS) and General Packet Radio Service technologies (GPRS) operated by third party providers, the Internet and interconnected systems. Due to the nature of such technologies, systems and other factors, problems including but not limited to, connection failures, power difficulties, network overload, signal degradation, topographic, electromagnetic and other interferences may have an adverse effect on the availability of the App and/or the Data Reports.
- (b) the Services provided in connection with the Hardware and the App can be partially or wholly limited by poor mobile network or GPS reception, which can be affected by geographical and weather conditions, the position of the Vehicle and the presence of any physical obstacles (e.g. bridges and buildings); and
- (c) the AA cannot guarantee the accuracy of the data that is collected by the Hardware and subsequently transmitted to You via the App. You therefore agree not to rely on the content of the App in any circumstance.
- 7.6 While the AA endeavours to ensure that the App is available 24 hours a day and will use reasonable efforts to avoid the circumstances in Clause 7.5 occurring, except as otherwise expressly set out in these Terms, the AA will not be liable for any losses suffered as a result of any such circumstances.
- 7.7 Nothing in these Terms will limit the AA's right to temporarily suspend access to the App (in whole or in part) at any time for the purposes of maintaining or repairing the App and/or to make changes to the functionality, presentation, features, modes of access and material content of the App without notice;
- 7.8 From time to time we will release new and updated Software. We shall inform You when such updates are available and it is Your responsibility to ensure You use the latest version to take advantage of the full functionality available.

## 8. Warranties & Licences

- 8.1 AA warrants that:
- (a) the Hardware will be of satisfactory quality and the Software will be free from defects that materially affect its' performance. Other than the limited warranty under this Clause 8, all other warranties whether express or implied are excluded to the maximum extent permitted by law;
- (b) the Hardware will comply with all laws, rules and regulations applicable in England and Wales.
- 8.2 The AA grants You a non-exclusive, limited, fixed term Licence to use the Software. Except for the limited rights granted to You, the AA retains all proprietary rights and title inherent in the Software.
- 8.3 All grants of Licence under this Clause 8 are strictly conditional upon You not disassembling, decompiling, reverse engineering or otherwise attempting to change or modify the Software.
- 8.4 The AA shall not be liable for any of the warranties under this Agreement in respect of Hardware where You, or any other unauthorised third party attempts to; dismantle, impede, de-install, tamper with or repair such Hardware or attempts to remove or replace the SIM card of the Hardware or You fail to comply with the requirements of Clause 6.
- 8.5 Where the AA is not liable for a breach of the warranties as per Clause 8.4 or otherwise then the AA will charge You the reasonable costs incurred in respect of any repair, service call out and/or supply of replacement Hardware.
- 8.6 The Data Reports in respect of data received from the Hardware Unit in Your vehicle will be available on the App indefinitely.

## 9. Telematics Data and Data Protection

- 9.1 (a) The AA will at all times use Your data only in accordance with the terms and conditions set out in Your Membership booklet and these Terms and Conditions.
- (b) The Hardware will transfer data to the AA Emergency Centre, the App and the AA's technical partner for the purposes of providing the Services. The data transferred by the Hardware will include: (i) location Data; (ii) telemetry Data such as vehicle diagnostics faults and general vehicle status, where available;

and (iii) driving behaviour data; to include the Vehicle's acceleration, deceleration and lateral forces.

(c) The AA acknowledges that it is a Data Controller (as defined by the Data Protection Act) of Your Personal Data. The AA undertakes to act in accordance with the Data Protection Act at all times (including having in place adequate levels of security in respect of any such data collected).

(d) You acknowledge and agree that the AA will be entitled to use and deal with Your data in connection with this Agreement. The AA may also supply Your data to government agencies and local authorities for traffic and highway management purposes. The AA agrees to restrict the disclosure of such information to the absolute minimum necessary.

(e) For the avoidance of doubt, nothing in these Terms limits or supersedes Your responsibility under Your Membership to notify the AA about any accident in which You and/or Your Vehicle is involved.

(f) In the event that the AA provides Your data to a third party (either for the provision of a product or service or an external agency, such as the company that couriers the Hardware to You), the AA agrees to exercise the strictest contractual control over the third party, requiring it and any of its agents and/or suppliers to: (i) maintain the security and confidentiality of the data and restrict access only to its own employees who will be subject to similar obligations; (ii) use the data only for the purpose agreed with the AA and prevent it from being used for any other purpose or by any other party; (iii) refrain from communicating with You other than concerning the product in question; and (iv) return the data to the AA at the conclusion of any contract term, and destroy or delete any copies made of all or any part of such Data unless copies are needed to be kept to comply with applicable regulations.

(g) In the event that You contact the AA by telephone, the AA reserves the right to ask such security questions as the AA deems reasonably appropriate in order to satisfy itself as to Your identity.

(h) In order that the AA can provide the Services, it will be necessary for the AA to obtain and use certain location data and Vehicle Data (as explained more fully in clause 9.1(b) above). This data will be forwarded via the Hardware to the AA Emergency Centre and the App and will be used by the AA for the performance of the Services and the development of future products and services.

(i) By accepting these Terms You acknowledge that You have been informed of, understand and accept that certain Data will be collected and used by the AA in accordance with these Terms; and the terms of the Privacy Policy.

(j) You have the right to see any data or information that the AA holds about You. This is known as a "Subject Access Request". If You would like to be provided with a copy of this data see the relevant details in the AA Privacy Policy.

(k) The AA may approach You to ask You to participate in monthly online surveys, online discussion forums, ad hoc telephone surveys and focus groups. The AA will use the information collected from such surveys for the development of its products and services. If You do not wish to be contacted by the AA in connection with such surveys then please notify the AA when entering into this Agreement or at any time thereafter in accordance with the "opt-out" mechanism provided in each survey or correspondence that is sent to You, or via the email address in clause 15 of these Terms.

(l) The AA group of companies (including all companies registered under the AA Corporation Limited) ("We") will also use Your personal information for the following purposes (please see the AA's Privacy Policy for further details): (a) to identify You when You contact us; (b) to help administer, and contact You about improved administration of, any accounts, services and products we provide to you; (c) to carry out marketing analysis and customer profiling (including with transactional information), conduct research, including creating statistical and testing information; (d) to help prevent and detect fraud or loss; (e) to contact You in any way (including mail, email, telephone, text or multimedia messages) about products and services offered by us and/or selected partners unless You have previously asked us not to use the relevant personal data for such purposes. A full list of companies forming the AA group of companies is accessible via the AA's Privacy Policy.

(m) We may allow other people and organisations to use information we hold about You for the purpose of providing services You have asked for, as part of the process of selling one or more of our businesses, or if we have been legitimately asked to provide information for legal or regulatory purposes or as part of legal proceedings or prospective legal proceedings. From time to time, such service providers and organisations may be outside the European Economic Area in countries that do not have the same standards of protection for personal data as the UK. We will always use every reasonable effort to ensure sufficient protections are in place to safeguard Your personal data.

(n) We may monitor and record communications with You (including phone conversations and emails) for quality assurance and compliance.

(o) By accepting these Terms you are giving permission for the AA to capture

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information on your usage and activity recorded on the App. This includes information on the number of times certain functions are accessed, how many times buttons are tapped and information relating to the device that was used e.g. make and model of smartphone, operating system installed and the screen resolution. The AA may use Google Analytics to capture this data.

(p) Personal data such as name and contact details will not be shared with third parties for marketing purposes unless You have opted in to allow for this.

(q) We will not use Your Data to negatively price insurance customers, however We may reward safe drivers with discounts.

(r) We may advise You of other AA products and services such as insurance or European Breakdown Cover which may be of benefit to You based on Your driving behaviours.

(s) We will use anonymised and aggregated customer data with partners to optimise the products and services We can offer You.

(t) We may contact You via SMS, push notification, email or telephone to make You aware of any faults or issues with Your Vehicle which are recognised by the Hardware.

## 10. Termination of the Contract

10.1 You have the right to cancel this Agreement within 14 days starting the day after the day on which You receive the Hardware. You will be reimbursed in full for the Hardware purchased, unless there are visible signs of usage when a deduction may be made for the diminished value of the goods.

10.2 If You no longer wish to use the Services You may terminate this Agreement upon giving notice in writing (to include email) using the email address [cargenie@theaa.com](mailto:cargenie@theaa.com). Such notice to be given prior to the next Annual Fee being incurred or within 14 days of the contract start date or auto-renewal. A standard form is available on the returns section of [www.theaa.com](http://www.theaa.com) website.

10.3 On termination or expiry of this Agreement for any reason, the Licence granted hereunder shall immediately cease and You App will no longer receive data.

10.4 Upon termination of this Agreement, You must immediately return the Hardware to the AA in accordance with the provisions of clause 4.3 of these Terms. Upon receipt of the Hardware any refunds owed shall be paid to You.

10.5 When returning the Hardware to the AA, You remain responsible for the Hardware until it is safely received by the AA.

## 11. Limitations and Exclusions of Liability

### YOU SHOULD ENSURE THAT YOU READ THE TERMS OF THIS CLAUSE 11 CAREFULLY.

11.1 Nothing in the Agreement or any Contract will:

- limit or exclude the liability of either Party for death or personal injury resulting from negligence;
- limit or exclude the liability of a Party for fraud or fraudulent misrepresentation by that Party;
- limit or exclude any liability of a Party in any way that is not permitted under applicable law.

11.2 The limitations and exclusions of liability set out in this Clause 11:

- are subject to Clause 11.1;
- govern all liabilities arising under the Agreement including those arising in contract, tort (including negligence) and breach of statutory duty.

11.3 The AA will not be liable to You in respect of; any loss of profits, income, revenue, use, production or anticipated savings, loss of business, contracts or commercial opportunities, loss of or damage to goodwill or reputation, any loss or corruption of any data, database or software or in respect of any special, indirect or consequential loss or damage whatsoever.

11.4 The AA will not be responsible to You for the accuracy or completeness of the data recorded by the Hardware or displayed on the App and provided via a smartphone to the AA Emergency Centre. Not all faults are detectable by the Hardware and the AA accepts no liability for any failure of the Hardware to detect a fault with Your Vehicle.

11.5 The AA shall not be liable for any losses arising under any circumstances from traffic violations that You commit while using the Hardware.

11.6 Where You believe damage has been caused to the Vehicle by the Hardware, either via its operation or installation, then You must contact the AA as soon as possible. We provide a warranty for any damage caused to a compatible vehicle (as deemed by Us) as a direct result of the device. In order to claim under such warranty, You acknowledge and agree that an AA employee will need to inspect the Vehicle which the AA shall arrange for a mutually convenient time.

11.7 You shall not attempt, nor shall You engage any third party to attempt, to rectify any damage the Hardware may have caused to the Vehicle. Should You do so then the AA shall not be responsible for any damage caused and any such costs of repair shall be borne solely by You.

11.8 The AA will not be liable to You for any losses arising out of a Force Majeure Event.

11.9 The AA shall have no liability to You where the installation of the Hardware voids any term of a manufacturer, or any other, warranty which applies to the Vehicle.

It is Your responsibility to ensure that any such warranty is not voided by installation of the Hardware.

11.10 To the maximum extent allowable under the prevailing law, the AA will not accept any liability for any damage arising to a vehicle where You have not ensured compliance with the provisions of Clause 5.1 and You have allowed the Self Installed Hardware to be fitted to a vehicle not advised of and agreed to the AA.

11.11 The AA's maximum aggregate liability to You under these Terms and Conditions or otherwise, except where otherwise covered by a warranty, will not exceed the amount paid by You to the AA under the applicable contract.

## 12. Indemnification

12.1 Both Parties agree to indemnify the other and keep it fully indemnified from and against any and all costs, damages, losses, liabilities and expenses (including without limitation any legal fees and expenses) which may be suffered or incurred by a Party arising out of or in connection with any breach by the other Party of any of its obligations under this Agreement.

12.2 The Hardware telematics unit under normal operating conditions will incur a maximum network data usage of 5Mb per month. These data charges are included within the Licence Fee for the Software. Any costs for accessing and using the App are not included and shall be incurred by You;

12.3 You agree to notify the AA immediately as soon as You are aware of any misuse, loss or theft of the Hardware unit and/or its SIM card.

12.4 You agree to indemnify the AA from any third party claim made against the AA resulting from You failing to comply with the requirements of Clauses 5 and 6.

## 13. Force Majeure

13.1 The obligations of each Party under this Agreement shall be suspended during the period and to the extent that the affected Party is prevented or hindered from complying with them by any cause beyond that Party's reasonable control including (without prejudice to the generality of the foregoing expression); strikes, lock outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, difficulty or increased labour or material costs in connection with the performance of obligations under this Agreement.

13.2 In the event of either Party being so hindered or prevented; the affected Party shall give notice of suspension and its cause and the omission to give such notice shall forfeit the rights of that Party to claim suspension under this Clause 13. Any Party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party. In the event that the cause continues for more than three months, either Party may terminate this Agreement by giving the other Party 30 days' notice

## 14. General

14.1 No breach of any provision of this Agreement will be waived except with the express written consent of the Party not in breach.

14.2 In the event of any dispute arising in relation to any of the terms of this Agreement, both Parties agree to attempt to negotiate in good faith a mutually satisfactory resolution prior to resorting to legal proceedings.

14.3 If any provision of this Agreement is determined by any court or other competent authority to be, in part or in full, unlawful and/or unenforceable, that provision or part thereof shall be deleted and the remainder of the provisions of this Agreement will continue in effect.

14.4 The AA shall be permitted to change these Terms at its sole discretion. Any such changes shall be communicated to You (either via email or by a notification on the App) and will become part of this Agreement.

14.5 The AA may freely assign its rights and obligations under this Agreement without Your consent.

14.6 Failure or delay by either Party in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of its rights under this Agreement. Any waiver by one Party of any breach of, or any default under, any provision of the Agreement by the other Party will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Agreement.

14.7 This Agreement will be construed in accordance with the laws of England and Wales; and the courts of England and Wales will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Agreement.

14.8 We cannot guarantee that the Hardware will detect and record all incidents.

## 15. Technical Support and Customer Complaints

15.1 We always endeavour to provide our customers with exceptional products and service. However, if things go wrong we will make all reasonable efforts to quickly resolve the issue. In the event that You are still dissatisfied with any aspect of Your experience with the Hardware or the Services please contact in the first instance our technical support team by telephone on 0800 316 4691 and electronically at [cargenie@theaa.com](mailto:cargenie@theaa.com).

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