

Smart Breakdown Terms and Conditions

from 27th November 2019

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 Smart Breakdown. **Your attention is specifically brought to the limitations and exclusions of liability contained within Clause 10 below and the requirements of Clauses 5, 6 and 7.**

IMPORTANT: Smart Breakdown requires installation of the AA's connected car device, Car Genie. The Hardware will send live data whilst it remains connected to a vehicle or until this Agreement is cancelled or terminated. Do not connect the Hardware until Your subscription to the Services has started and you have activated your account in the App.



1. Definitions and Interpretation

1.1 In these Terms and Conditions:

The AA means Automobile Association Developments Limited;

Agreement means these Terms and Conditions;

Fee(s) refers to the relevant fee(s) charged for the provision of the Services, as notified to You from time to time in accordance with clause 4, and which, if You are an Annual Customer, is a single annual charge or if You are a Continuous Monthly Customer is a monthly charge.

Annual Customer(s) means those persons who pay their Fee on an annual basis (“**Annual Fee(s)**”) and for whom, where a relevant continuous payment authority has been given to the AA, the subscription to the Services will, unless cancelled or terminated, auto-renew on the anniversary of the date on which this Agreement started];

App means the AA Application program on Your Smartphone which is expressly associated with the Services;

Continuous Monthly Customer(s) means those persons who pay their Fee on a continuous monthly basis (“**Monthly Fee(s)**”) and for whom the subscription to the Services will run continuously until this Agreement is cancelled or terminated;

Data Report(s) are online reports containing Your Vehicle’s telemetry data, including Vehicle data, technical details of the Vehicle, fault alerts, and battery health information, accessed via the Hardware through the AA App;

Firmware means the AA’s management software installed within the Hardware;

Hardware refers to the AA’s Car Genie telematics unit which is installed in a Vehicle (together with any cabling supplied in connection with that unit) 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 in 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 onboard diagnostics port which is fitted to Your Vehicle. The AA will carry out an eligibility/compatibility check when You purchase the Services to make sure the Hardware can work in your make/model of vehicle;

Member and Membership means UK Personal & Vehicle membership Breakdown Cover consisting of (i) Personal Cover (as defined by the AA from time to time) and the person to whom the relevant membership documentation is addressed and who has purchased or been given membership; and (ii) Vehicle Cover (as defined by the AA) and the person to whom the relevant 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;

Privacy Notice means the AA’s standard privacy notice, a copy of which can be accessed via the App and which is available at <https://www.theaa.com/privacy-notice>;

Self Install(ed) or Self Installation means installation of the Hardware via the OBD Port by You;

Services means the services provided to You on a subscription basis by the AA as set out more fully in clause 2.2 below;

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

Smartphone means Your Apple or Android personal mobile phone which must 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, as pre-registered with the AA from time to time and which, if Your Membership is for Vehicle Cover is the vehicle registered under the relevant vehicle membership;

You/Your the person to whom Smart Breakdown and the Car Genie device is registered.

2. These Terms and the Services

- 2.1 By requesting, paying for and using the Services, You agree to be bound by this Agreement to the exclusion of all other terms and conditions.
- 2.2 The Services shall consist of: i) the provision of Data Reports through the App and ii) access to the AA's Technical Advice Service helpline.
- 2.3 In addition to the provision of the Services, the AA may in its absolute discretion send an AA patrol or agent to provide assistance to You in response to a fault identified by the Hardware/App.
- 2.4 The AA is under no obligation to send an AA patrol or agent to provide assistance save where one is requested legitimately within the terms of the Membership to attend a breakdown or accident (please note such an attendance will be performed under the Membership and therefore falls entirely outside of the terms of this Agreement). Any decision by the AA whether to send an AA patrol or agent to provide assistance to you in any other circumstance (e.g. under clause 2.3 above) will be at the absolute discretion of the AA.
- 2.5 If the AA exercises its discretion to send an AA patrol or agent to assist You (e.g. under clause 2.3 above), the assistance provided by the AA Patrol shall be limited to that necessary to address the fault code or battery alert identified by the Hardware/App (where possible).
- 2.6 To the greatest extent permitted by law, the AA will not be liable for any losses in any way arising from or connected with: (a) the failure by an AA patrol or agent to identify, address or rectify either a fault code, battery alert or the fault connected with the same; and/or (b) the need for remedial action, or further remedial action, to be taken following the attendance of an AA patrol or agent.

3. Product Eligibility

- 3.1 To be eligible for the Services, 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 in possession of a Smartphone with a live mobile number which You agree to provide to the AA; (iv) be a Member of the AA at the commencement of the Agreement; and (v) have permission from the owner of 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 or non-renewal 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; and
- (d) inform other drivers of the Vehicle about the installation of the Hardware and bring this Agreement in full to their attention. You must make other drivers aware that the Hardware records and transmits data to a central data hub (which is held by a third party, part owned by the AA) and consequently has the capacity to track the location and movement of the Vehicle. Please see the “Supplementary Privacy Notice – Telematics Data and Data Protection” section below for further information on use of data.

3.2 If You cease to be a Member or suspend Your Membership at any time the AA will be entitled to cancel this Agreement with immediate effect and clauses 9.4, 9.5 and 9.6 will apply.

4. Agreement Fees

- 4.1 The AA shall lease the Hardware to You free of charge for the duration of the Agreement.
- 4.2 The first Annual Fee or Monthly Fee (as applicable) shall be taken from You on purchase of Your subscription to the Services. For Annual Customers, all subsequent Annual Fees shall be collected on or around the anniversary of the date Your subscription started. For Continuous Monthly Customers all subsequent Monthly Fees will be taken on or around the day of the month that they have agreed with the AA for the purposes of Membership.
- 4.3 For Annual Customers where You have given a continuous payment authority to the AA the Annual Fee for the provision of the Services shall be collected on an auto-renewal basis on or around the anniversary of the date on which Your subscription started. The AA shall contact You prior to renewal to advise You of the Fee for the following year and to give You the opportunity to cancel Your subscription to the Services before the change takes effect.
- 4.4 For Continuous Monthly Customers Monthly Fees will be taken in accordance with clause 4.2 above. The AA shall be entitled to contact You at any time to advise you of any change to the Fee and when the revised Monthly Fees will take effect but will always give You sufficient notice of any change to give You the opportunity to cancel Your subscription to the Services before the change takes effect.
- 4.5 Please note that if You pay under continuous payment authority, if Your account and/or card details change, the AA will approach Your card provider/bank for, or receive from the Your card provider/bank, updated details to help continue to provide the Services requested.
- 4.6 The Hardware remains the property of the AA at all times and therefore at the end of the Agreement You must return the Hardware to the AA. To do so contact us on 0800 316 4691 or via email at smartbreakdown@theaa.com with your Membership number to hand and we will advise you as to the returns process.
- 4.7 If You cancel the Services and/or fail to pay an Annual Fee or Monthly Fee when due (as applicable) this Agreement will be terminated. Notwithstanding termination, clauses 8.6 and 9.4-9.6 shall continue to apply.

5. Delivery and Installation of the Hardware

- 5.1 Unless otherwise agreed:
 - (a) the AA will deliver the Hardware to the address You provided for the purposes of Membership;
 - (b) the AA 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; and
 - (e) the Hardware must not be used with any other vehicle without the prior approval of the AA. If You wish to obtain approval to use the Hardware in another vehicle contact us on the technical support email address or phone number set out at clause 13. The vehicle to which You wish to transfer the Hardware may not be compatible with Hardware and the AA gives no guarantee in this respect.
- 5.2 Any date(s) the AA give to You for the delivery of the Hardware will be an estimate and the AA shall have no responsibility or liability 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 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 except as contemplated by this Agreement.
- 6.3 You agree that You will ensure that no charge, lien or other encumbrance is created over the Hardware.
- 6.4 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).
- 6.5 You will notify the AA straight away in the event of any misuse, loss, accident, theft or damage to the Hardware and/or its SIM card. **It is Your responsibility to notify the AA straight away if the Hardware is no longer in Your possession for any reason. Where the AA suffers financial loss as a result of Your no longer being in possession of the Hardware as a direct result of an action You take or fail to take, You will be responsible for compensating the AA for such losses.**
- 6.6 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 13.
- 6.7 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 and, where applicable, the Hardware is to be used with another vehicle that has been approved in accordance with clause 5.1 (e), 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 [and Self Installed as soon as possible after these are complete].**
- 6.8 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 and notify the AA. The AA may in its sole discretion use a third party to investigate any suspected issues with the Hardware.
- 6.9 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 4.6.

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

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; and
- (b) You will not under any circumstances utilise the AA's trademarks or trade names in any way.

7.2 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 from time to time by the AA.

7.3 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.

7.4 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);
- (c) the Data Reports will only be made available via the App while this Agreement is in place, as per clause 8.6 below;
- (d) 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; and

(e) the Services will not be available whilst the Hardware is not installed in the Vehicle, including whilst awaiting delivery of any Hardware.

7.5 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 7.4 (a) & (b) occurring, except as otherwise expressly set out in this Agreement, the AA will not be liable for any losses suffered as a result of any such circumstances.

7.6 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.

7.7 From time to time the AA will release new and updated Software. You should receive notification through your app provider when such updates are available: it is Your responsibility to ensure You use the latest version to take advantage of the full functionality available.

7.8 Notwithstanding clauses 7.6 and 7.7 changes will not be made to the content of the App which would result in the App no longer conforming to the description of it that the AA provided to You before You downloaded the App.

8. Warranties and Licences

8.1 AA warrants that:

(a) the Hardware and Software will be of satisfactory quality. 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; and

(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 ("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 attempt 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 5.

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 Data Reports in respect of data received from the Hardware installed in Your Vehicle will be available via the App for as long as this Agreement remains in place between You and the AA. Please note that historic Data Reports are not retained on, or accessible via, the App. The only Data Report that will be available at any time is the Data Report reflecting Your Vehicle's then current telemetry data. After this Agreement ends, no Data Report will be accessible via the App, notwithstanding that any matters (including vehicle faults) identified in a Data Report that was available immediately prior to the end of this Agreement have not been resolved.

9. Termination of the Contract

- 9.1 Annual Customer: If You are an Annual Customer You have the right to cancel this Agreement within 14 days starting the day after the day on which You entered into this Agreement with us and, subsequently, within the 14-day period after each annual auto-renewal date (each a “cooling off period”). Where you have cancelled within the cooling off period the cancellation will be effective immediately after you notify us of your decision to cancel otherwise cancellation will be effective from the next anniversary of the date Your subscription to the Services started. If you have cancelled within a cooling off period, you will be reimbursed in full for the Fee charged for the relevant period you wish to cancel.
- 9.2 Continuous Monthly Customer: If You are a Continuous Monthly Customer You have the right to cancel this Agreement within 14 days starting the day after the day on which You entered into this Agreement with us (the “initial cancellation period”). Where you have cancelled within the initial cancellation period, cancellation will be effective immediately after you notify us of your decision to cancel and You will receive a refund of the Fee paid. After the initial cancellation period You may cancel this Agreement at any time by giving a minimum of 30 days’ notice. However, no refunds will be considered upon cancellation after the initial cancellation period and any subsequent cancellation will take effect at the next Monthly Payment date following the end of the 30-day notice period.
- 9.3 If You no longer wish to use the Services You may cancel this Agreement upon giving notice in writing (to include email) using the email address smartbreakdown@theaa.com. Such notice to be given in accordance with clauses 9.1 or 9.2 as applicable. A model cancellation form is set out at the end of this Agreement.
- 9.4 On termination or expiry of this Agreement for any reason, the Licence granted hereunder shall cease and at that point Your App will no longer receive or display data. The Hardware will stop transferring live data immediately on termination of this Agreement.
- 9.5 Upon termination of this Agreement, You must return the Hardware to the AA within 28 calendar days of cancellation or non-renewal in accordance with the provisions of clause 4.6 of these Terms.
- 9.6 When returning the Hardware to the AA, You remain responsible for the Hardware until it is safely received by the AA.
- 9.7 The AA may withdraw the Smart Breakdown product and Services. In such circumstances the AA will write to You providing You with reasonable notice that the AA is going to stop providing the Services and will refund any sums You have paid in advance for Services which will not be provided.

10. Limitations and Exclusions of Liability

YOU SHOULD ENSURE THAT YOU READ THE TERMS OF THIS CLAUSE 10 CAREFULLY.

- 10.1 The AA does not exclude or limit in any way its liability to You where it would be unlawful to do so. For example, in respect of liability for death or personal injury caused by the AA’s negligence or the negligence of its employees, agents or subcontractors and for fraud or fraudulent misrepresentation.
- 10.2 The limitations and exclusions of liability set out in this Clause 10:
 - (a) are subject to Clause 10.1; and
 - (b) govern all liabilities arising under the Agreement including those arising in contract, tort (including negligence) and breach of statutory duty.

10.3

- (a) Subject to 10.3 (b) below, the AA is responsible to You for foreseeable loss and damage caused by the AA. If the AA fails to comply with this Agreement, the AA is responsible for loss or damage You suffer that is a foreseeable result of it breaking this Agreement or the AA's failing to use reasonable care and skill, but the AA is not responsible for any loss or damage that is not foreseeable.
 - (b) The AA is not liable for business losses. The AA only supplies the Services and licenses the Hardware for domestic and private use. If You use the Services and/or Hardware for any commercial, business or re-sale purpose or in a commercial or business context, the AA will have no liability to You for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.4 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. 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.
- 10.5 The AA shall not be liable for any losses arising under any circumstances from traffic violations that You commit while using the Hardware.
- 10.6 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. The AA provide a warranty for any damage caused to a compatible vehicle (as deemed by the AA) as a direct result of the Hardware. 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 at a mutually convenient time.
- 10.7 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.
- 10.8 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.
- 10.9 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 by the AA.

11. Force Majeure

The AA are not responsible for delays or any other service failures outside our reasonable control. If our supply of the Services is delayed by an event or events or circumstances outside our reasonable control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event(s) or circumstances. However, if the delay continues for more than 2 weeks continuously you may contact us to end this Agreement and will, if relevant, receive a pro rata refund of any Fee(s) You may have paid in respect of the period for which the Services were unavailable as a result of such event(s) or circumstances.

12. General

- 12.1 No breach of any provision of this Agreement will be waived except with the express written consent of the party not in breach.

- 12.2 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.
- 12.3 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.
- 12.4 (a) The AA may change this Agreement and the Services:
- (i) to reflect changes in and for the purpose of compliance with relevant laws and regulatory requirements; and
 - (ii) to implement minor technical adjustments and improvements.
- (b) The AA may make other changes to this Agreement and the Services but if it does so the AA will give You sufficient prior notice of any such change by email, post or via a notification on the App to enable You to contact the AA to end this Agreement in accordance with clause 9 above before such changes take effect.
- 12.5 You may not assign Your rights and obligations under this Agreement without our consent in writing.
- 12.6 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.
- 12.7 This Agreement is governed by English law and You can bring legal proceedings in respect of the Services in the courts of England or Wales. If You live in Scotland You can bring legal proceedings in respect of the Services in either the Scottish or the English or Welsh courts. If You live in Northern Ireland You can bring legal proceedings in respect of the products in either the Northern Irish or the English or Welsh courts.
- 12.8 The AA cannot guarantee that the Hardware will detect and record all incidents.
- 13. Support and Customer Complaints**
- 13.1 If things go wrong the AA will make 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 support team by telephone on 0800 316 4691 and electronically at smartbreakdown@theaa.com
- 13.2 If you require any support in using the Services please contact our support team by telephone on 0800 316 4691 and electronically at smartbreakdown@theaa.com.

Supplementary Privacy Notice - Telematics Data and Data Protection

This section provides additional details of how we use your personal information that are specific to the Services. This supplementary privacy notice should be read in conjunction with the Privacy Notice, which can be viewed on our website or in the Use of Your Personal Data section of your Membership Booklet which include full information on how and why we will process Your personal data, what we use it for, who it may be shared with, and details of Your choices and rights (such as Your right to access a copy of the data we hold),

- (a) The AA will at all times use Your data in accordance with the terms and conditions set out in Your Membership booklet and this Agreement, and in accordance with our Privacy Notice – see www.theaa.com/privacy-notice;
- (b) The data that will be collected from the Hardware connected to Your Vehicle will include: (i) location data and details of trips You make (including as time, date, duration, and average speed); (ii) telemetry data such as vehicle diagnostics faults and general vehicle status, where available; (iii) driving behaviour data (to include the Vehicle's acceleration, braking, deceleration, lateral forces, fuel consumption, and cornering). This data will be used for the uses set out in our Privacy Notice and in this section. These uses include, but are not limited to, providing the Services, conducting analytics, managing other products and services You have with us, developing current and new products and services and use in our analysis and pricing models, and to support marketing to You. In order that the AA can provide the Services or other discretionary assistance, it will be necessary for the AA to obtain and use certain location data and Vehicle data (as explained more fully above). This data will be forwarded via the Hardware to a central data hub and the App and will be used by the AA for the performance of the Services and the development of future products and services;
- (c) 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 13 of these Terms;
- (d) The AA will capture 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;
- (e) We may reward safe drivers with discounts or offer a better price for insurance based on the data obtained as a result of Your use of these Services;
- (f) Subject to Your choice over how You would like to receive marketing from us, 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. Full details of how and why we use Your personal data are include in our Privacy Notice.
- (g) We will use with and/or send to business partners, anonymised and aggregated customer data in order to optimise the products and services and to develop new products. Some business partners may acquire anonymised and aggregated data from us;
- (h) 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 or in the event that the Hardware detects that Your Vehicle has been involved in an accident; and
- (i) We may share Your data on an aggregated or anonymised basis with the relevant car manufacturer for research and development purposes.

MODEL CANCELLATION FORM

(Complete and return the form below via email or post only if you wish to withdraw from the contract. The AA will then advise how to return the Hardware.)

To the Smart Breakdown team,

Address for correspondence:

Swallowfield One

Wolverhampton Road

Oldbury

B69 2AG

Telephone number: 0800 316 4691

Email: smartbreakdown@theaa.com

FORM

To the Smart Breakdown team,

I hereby give notice that I cancel my contract of sale of the following goods [*]/for the supply of the following service [*],

Ordered on [*]/received on [*],

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate

SMS text messaging is available for use by deaf, hard of hearing or speech impaired Members in a breakdown situation by sending an SMS to **07860 027 999**.

Information is available in large print, audio and Braille on request. Please call **0800 262 050** for details.

Text Phone users can contact us using Next Generation Texting by prefixing any of our numbers with 18001.

theAA.com