

SMART DRIVER CLUB LIMITED
APPLICATION FORM

WHAT IS THIS FORM FOR?

- 1.1 This form relates to the registration of your details as a member of the Smartdriverclub. It is provided to you on behalf of Smart Driver Club Limited ("us", "we" or "Smartdriverclub"). We supply the software and data processing services required to provide you the Smartdriverclub membership benefits.
- 1.2 By signing this form, you will complete your enrolment as a member of the Smartdriverclub and you will then be entitled to the various services and membership benefits outlined in the attached terms and conditions and privacy policy.
- 1.3 By signing this form you are also confirming to us that you agree to the terms and conditions and privacy policy attached to this form, for the duration of the contract. The contract is made on a rolling monthly basis subject to cancellation charges as detailed in clause 14.
- 1.4 Please read the attached terms carefully before signing this form and handing it back to your dealer.

I agree to the Smartdriverclub terms and conditions and privacy policy attached to this form.

Print name.....

Signed

Date.....

SMART DRIVER CLUB LIMITED
TERMS AND CONDITIONS AND PRIVACY POLICY

1 APPLICATION OF THESE TERMS

- 1.1 These terms apply between you, the customer, and the Smartdriverclub.
- 1.2 We supply the Telematics device ("Smart plug") that will be installed into your vehicle upon your enrolment as a member of Smartdriverclub, and we supply the software through which Smartdriverclub services are made available. These terms therefore govern your use of our devices and our software and the services listed below.
- 1.3 These terms also explain what data we collect about you and your vehicle and how we use it in order to provide the services associated with membership of Smartdriverclub. We will be responsible for ensuring we protect your personal data, details of how we will do this are set out in this privacy policy.

2 MEMBERSHIP SERVICES AND BENEFITS

- 2.1 The services we will provide to you as a member of Smartdriverclub, the information we may collect from you and the carefully selected partners who will process your data on our behalf in order to provide such services are as follows:
 - 2.1.1 **Value my car** - Get an accurate estimate of your vehicle's market value based on the model, how you've used it and how many miles you've done. To do this we will collect your vehicle health status, current mileage and vehicle registration details. This will provide you with the most accurate valuation for your vehicle. This service is provided through CAP HPI who will process your data on our behalf in order to provide this service. In addition, your car dealer will be notified of any requests you make to value your car in order to provide you with their current deals.
 - 2.1.2 **Breakdown Assistance** – Get direct access to your current breakdown provider or if you don't have breakdown cover we can connect you to a provider for immediate cover. To do this we will collect your name, your vehicle registration and vehicle type details, the current health status of your vehicle and your location. We will pass this information to the breakdown provider which will allow us to send the right breakdown assistance to your exact location and advise the engineer of the vehicle's malfunction in advance to assess the need for repair or recovery.
 - 2.1.3 **My Mechanic** - My Mechanic allows us to notify you and your vehicle dealership of a fault with the vehicle, often before it becomes apparent, helping to prevent repair bills that could become costly when left. To do this we will collect the current health status of your vehicle and our technical team will be notified of any issues in order to assist you.

- 2.1.4 **My Deals** - As part of your membership to the Smartdriverclub, we'll provide you with offers from a number of third parties that have supplied special offers and discounts to Smartdriverclub. We will try to tailor these offers specifically to you and your vehicle. For example, if we can detect that your tyres are worn or have developed a slow puncture, we may be able to provide you with a discount from your vehicle dealer or an alternative provider. To do this we will collect your vehicle health status, current mileage, vehicle registration details, vehicle type details and location.
- 2.1.5 **Crash Assistance** - Crash assistance allows us to detect possible accidents and where the accident is severe, to contact you, your ICE (in case of emergency) contacts and in some cases the emergency services when we believe you could have sustained serious injury. To do this we will collect your personal details, your vehicle details, your location and the details of your ICE contacts. This service is provided through Call Assist who will process your data on our behalf in order to provide this service.
- 2.1.6 **Locate my car** - When you request it, we'll provide you with your vehicle's last known location, because there's nothing more frustrating than losing your car. To do this we will collect your location. This information will not be shared with anyone other than those specified within this privacy policy.
- 2.1.7 **Theft Tracking** - In order to track and potentially recover your vehicle, at your request we will share your personal details, your vehicles details and your vehicle's location with Call Assist and the police force that provided you with a PCRN number (crime reference) when you reported the theft.
- 2.1.8 **My Insurance** - Smartdriverclubs wholly owned subsidiary, Smart Driver Insurance Limited or its Insurance Partners, may use your personal details, your vehicle details and details on how and where you drive to provide you with an estimated insurance premium around the anniversary of your motor insurance renewal.
- 2.1.9 **My driving** – My driving allows you to monitor your vehicle usage and efficiency with individual trip data and fuel consumption information. To do this we will collect your vehicle details and your location.

3 TERMS OF USE APPLICABLE TO TELEMATICS DEVICES

You acknowledge that the Smart plug that you install when you enroll to become a member of Smartdriverclub is our exclusive property. You must not tamper or interfere with the device without our consent.

If you terminate your membership of Smartdriverclub, we shall turn off the data feed from your Smart plug and to your account. If you wish to have the device removed from your vehicle, you can do so and return the device to us in the post. We will

notify you of the applicable fee, if any, when you advise us that you are cancelling the service. Please refer to section 14 below for further details on cancellation.

4 **TERMS APPLICABLE TO USE OF SMART DRIVER CLUB SOFTWARE**

The information and services provided to members of the Smartdriverclub are made available through a members' portal ("Viewpoint") hosted by us and through device software made available by us to install on your devices such as your smartphone. Membership of the Smartdriverclub entitles you to a non-exclusive license to use such software for this purpose. Whilst we make every effort to ensure that our software is reliable and user friendly, we do not warrant that it will run un-interrupted or error free. Additional terms and conditions may apply to the use of the software which you will be required to agree to when you install or use it.

5 **PRIVACY POLICY**

5.1 We are committed to protecting and respecting your privacy. The following sections set out more detail about the information we collect and how we process and protect it. We are required to provide you with this information to comply with our obligations as a data controller under the Data Protection Act 1998 (the "Act"). For the purposes of this policy and the Act, the data controller is Smart Driver Club Limited.

5.2 We may collect and process the following data about you:

5.2.1 *Information we receive about you directly.* You may give information about yourself to us when you apply to become a member of the Smartdriverclub, by completing application forms for Smartdriverclub membership, or giving information in another format such as, over the telephone. The information we collect about you in this way may include your name, address, e-mail address and phone number, vehicle make, model and registration number, and other information referred to on the application form.

5.2.2 *Information you give us.* We may collect certain information provided directly by you via Viewpoint available via our website www.smartdriverclub.co.uk, or via the Smartdriverclub Viewpoint application or when you correspond with us directly by phone, e-mail or otherwise. This may include contact details of friends or next of kin to contact in cases of emergency.

5.2.3 *Information we collect from third parties.* We may work with carefully selected third parties in relation to the services provided or offered to you as a member of the Smartdriverclub (for example, banks and finance providers, insurance companies and insurance services providers, breakdown and crash assistance service providers, theft tracking service providers as well as your vehicle dealer). We may receive information about you from such third parties and we may aggregate this with the information we already hold about you and other information we collect about you.

5.2.4 *Information we collect about your vehicle.* When you become a member of the Smartdriverclub, you are agreeing to have a Smart plug, supplied by us, installed in your vehicle. The Smart plug uses GPS, an accelerometer and other technology to record information about how, where and when the vehicle is being driven. We collect this information, and aggregate it with other information collected by us. Examples of the type of information we collect from the Smart plug include: data from the mass air flow sensor, which helps us to calculate fuel efficiency; and diagnostic fault codes, which help explain why the vehicle's check engine light came on, or provide information about your vehicle's operation. We request your vehicle identification number so that we can provide you with more precise feedback based on your specific vehicle make and sub model. We collect information on the location of your vehicle, including your trip route and the parked location of your vehicle. The fuel cost associated with that route, and the length of time that a particular route takes to drive. Parked vehicle location information enables the app feature that helps you to find your parked vehicle. The hardware uses (GPS, Wi-Fi, cell tower triangulation) to record its location as you drive. We may also collect technical information about your usage of the Viewpoint web portal and app, such as the number of times you log in, which pages you visit, and which services you use.

6 USES MADE OF THE INFORMATION

6.1 We use information held about you in the following ways:

- 6.1.1 to provide you with useful information, via Viewpoint, about your vehicle and your driving habits. For example, we might use data collected on hard braking, hard acceleration, and speed, time of driving and road surface type to provide you with insight into your driving style that can help you save on fuel and vehicle wear and tear, to notify you that your battery is due to run out or that based on your mileage a service is now due on the vehicle;
- 6.1.2 to provide you with the services listed in section above and to notify you about changes to our service;
- 6.1.3 to contact you and to ensure that the information we hold about you remains up to date. For example, if we notice that your vehicle is no longer parked overnight at your registered address and this continues for a period of time, we may contact you to check whether you have sold the vehicle;
- 6.1.4 to ensure that the information we provide to you is presented in the most effective manner for you and for your computer or device;
- 6.1.5 To undertake market research, product development and for statistical purposes to develop and improve the services which we offer;

- 6.1.6 to provide you with offers on motor insurance with premiums tailored to your driving style.
- 6.2 We may also use the information we hold:
- 6.2.1 to provide third party service providers whose services you have chosen to receive with relevant information to enable them to provide the selected service. For example, if you have elected to receive a theft tracking service, by giving notice that your car has been stolen, we will provide location data about your vehicle obtained from the Smart plug to the theft tracking service provider. If you have elected to receive a crash assistance service, and data from the Smart plug indicates that your vehicle has been involved in a crash, we will provide that information to the crash assistance service provider; if the vehicle breaks down we will provide that information to your breakdown provider.
- 6.2.2 to provide you, or permit third parties to provide you, with offers of goods or services relevant to your vehicle. Principally such offers will relate to breakdown assistance services, vehicle insurance, trade in offers and new vehicle finance offers and they will be tailored offers based on the information we hold). Such offers will be made available to you through the Viewpoint app and web portal. Very occasionally (but not on a regular basis), we or such selected third parties, may also contact you with such offers by email, text message or phone. These offers are part of the service offering that you agree to by enrolling as a member of the Smartdriverclub. If you wish to opt out of receiving, you can do so by cancelling your membership of the Smartdriverclub. You may do this by contacting us directly using our contact details below.
- 6.3 *In Case of Emergency contact details ("ICE"):* if you have provided us with contact details of friends or next of kin to contact in the event of an emergency, we will use those contact details only for that purpose and otherwise in accordance with your instructions (as a data processor). We will not use next of kin contact details for marketing or any other purposes.
- 6.4 *Use of aggregated, anonymised data:* We anonymize data to create interesting insights. We use aggregated, anonymized data to do research on driving patterns and vehicle performance. We may also create and sell industry reports - for example the most common engine problems for different car brands. These reports are based on aggregated and anonymized data—they will never contain any of your personally identifying information.
- 7 DISCLOSURE OF YOUR INFORMATION**
- 7.1 We may share your personal information with any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006.

- 7.2 We may share your information with carefully selected third parties as outlined in section 6.2 above.
- 7.3 We may disclose your personal information to third parties:
- 7.3.1 if we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets; or
 - 7.3.2 if Smart Driver Club Limited or substantially all of its assets are acquired by a third party, in which case personal data held by it about its customers will be one of the transferred assets.
- 7.4 If we are under a duty to disclose or share your personal data in order to comply with any legal obligation.
- 8 Except as explained in this Privacy Policy or in agreements with our customers, Smart Driver Club Limited will not sell, license or share information that individually identifies our customers or people using our services with others that are not performing work on behalf of Smart Driver Club Limited without the consent of the person whose information will be shared unless we are required or permitted to do so by law.

9 WHERE WE STORE YOUR PERSONAL DATA

- 9.1 All information you provide to us is stored on our secure servers. Where we have given you (or where you have chosen) a password which enables you to access certain parts of our site, you are responsible for keeping this password confidential. We ask you not to share a password with anyone.
- 9.2 Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted to our site; any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorised access.
- 9.3 Whilst we operate principally in the UK, it is possible that the data that we collect from you may be transferred to, and stored on servers at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

10 COOKIES AND LINKS

- 10.1 Viewpoint and our websites including, but not limited to smartdriverclub.co.uk and smartdriverclubinsurance.co.uk sets cookies that are stored on your computer, and which are sent back to our websites throughout your browsing session. These cookies help us to identify you so that you remain logged in to your account

throughout your browsing session on the portal. Your computer may send some cookies to our websites when you return to them or subsequently log in. These persistent cookies allow us to remember your site preferences, and provide you with a good experience when you browse the portal. Cookies also allow us to improve the portal. If you wish you can disable the use of cookies in your browser, but then you will lose the ability to use some of the features and functionality of the portal.

- 10.2 Viewpoint and our other websites may, from time to time, contain links to and from the websites of our partners or third party service providers. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

11 YOUR RIGHTS

- 11.1 You have the right to ask us not to process your personal data for marketing purposes. We will not use your data for marketing purposes, other than to offer you certain target offers as described in this policy. Making these tailored offers to you is part of the Smartdriverclub service offering. If you no longer wish to receive these offers, you can cancel your membership of the Smartdriverclub by contacting us.
- 11.2 The Act gives you the right to access information held about you. Your right of access can be exercised in accordance with the Act. Any access request may be subject to a fee of £10 to meet our costs in providing you with details of the information we hold about you.

12 CHANGES TO OUR PRIVACY POLICY

Any changes we may make to our privacy policy in the future will be posted on Viewpoint web portal and app and, where appropriate, notified to you. Please check back frequently to see any updates or changes to our privacy policy.

13 MONTHLY FEES

Where monthly fees have been agreed, it is your responsibility to ensure that each monthly payment is made.

If you are having trouble making payments, please contact Smartdriverclub immediately on 0333 772 04689.

Failure to meet monthly payments when due will result in the cancellation of the Smartdriverclub services and may result in any outstanding monies owed being passed to a debt recovery agency.

14 CANCELLATION OF YOUR SMART DRIVER CLUB MEMBERSHIP

- 14.1 You have the right to cancel your membership at any time but please note the following conditions:

14.1.1 If you cancel within the 14 days' cooling off period commencing on the date of the contract or of receipt of the Smart plug (whichever date is the latter) and you return the Smart plug to us in full working condition, we will provide you with a full refund of monies paid. To exercise your right to cancel, you must inform us (using the contact details below) of your decision to cancel by a clear statement. You may use the attached model cancellation form but it is not obligatory.

We may make a deduction from the reimbursement for any loss in value of the Smart plug if it is returned and is not in full working condition, which could amount to the full amount of the refund.

14.1.2 If you cancel outside of the 14 days' cooling off period, you will be charged a cancellation fee of £60.00 including VAT. However, if you return the Smart plug to us, this cancellation fee will be reduced to £30 including VAT.

14.1.3 As an alternative to cancellation, you shall be free to move your membership to an alternative vehicle subject to our prior consent. Please contact us if you would like to know more.

14.2 Smart Driver Club Limited has the right to cancel your membership at any time after expiry of the 14 days cooling off period if you fail to pay us any payments when due or if you are in breach of any of these terms. 14 days' notice will be given to you and a cancellation fee of £60.00 including VAT will be payable. However, if you return the Smart plug to us, this cancellation fee will be reduced to £30 including VAT.

15 **CHANGES TO YOUR PERSONAL DETAILS**

Changes to your personal details such as your address or change of vehicle should be notified to Smartdriverclub immediately. This must be done by contacting Smartdriverclub on 0333 772 04689 or helpdesk@smartdriverclub.co.uk.

16 **COMPLAINTS**

We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

There are several ways you can contact us:

Telephone number: 0333 772 0489

E-mail: devicequality@Smartdriverclub.co.uk

Address: Smart Driver Club Limited, Arena Building, 25 Banes Wallis Road, Fareham, Hampshire, PO15 5TT

17 **CONTACT**

If you wish to contact us for any other reason, our full postal address and contact details are as follows:

Telephone Number: 0333 772 0489

Email: helpdesk@smartdriverclub.co.uk

Address: Smart Driver Club Limited, Arena Building 25 Barnes Wallis Road, Fareham, Hampshire, PO15 5TT

EDITION DATE: MAY 2016

MODEL CANCELLATION FORM

To: Smart Driver Club Limited, Arena Building 25 Barnes Wallis Road, Fareham, Hampshire, PO15 5TT Email: helpdesk@smartdriverclub.co.uk

I [*] hereby give notice that I [*] cancel my [*] contract of membership of the Smartdriverclub.

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