

These Terms of Use ("Terms") applies to the relevant rights and obligations of "Peugeot Hong Kong Official EV Online Store" (hereinafter referred to as "Services" or "Website") published by Universal Automobile Company Limited (AUTOFRANCE 法國汽車) (hereinafter referred to as "Company", "we ", "our " or "us"), describing the detailed rules involved in the use of the Services by you (hereinafter referred to as "User", "you" or "your"). Therefore, please read the entire Terms in detail before starting to use the Services.

#### 1. General

After reading these Terms, if you do not agree with any of the terms of these Terms or if you have any questions about these Terms, please do not use this Website. If you have already started or are using the Website or the Services, you have unconditionally accepted the relevant provisions of these Terms and the management rules issued by us in this regard and agree to be bound by it.

We may update these Terms at any time. If there are any changes to the Terms, we will publish an announcement on the Services' official website by way of notice. The revised terms will be an integral part of the Terms and effective automatically as soon as they are posted on the official website. In case of dispute, the latest Terms shall prevail. If you do not agree with the changes, please do not place any orders through the Website. If you continue to use the Website or the Services, it is deemed that you accept the changes of these Terms.

You shall be solely responsible to read these Terms carefully, and in the event of



a dispute, it shall not be a defence to say that you did not read these Terms carefully.

# 2. Intellectual Property Rights

All intellectual property rights of the Services, and all information related to the Services, including but not limited to: text description and its combination, graphics, illustrations, images, graphs and charts, colours, interface design, layout framework, relevant information, additional applications, printed materials, or electronic documents are owned by Universal Automobile Company Limited (AUTOFRANCE 法國汽車) and are protected by copyright laws and international copyright treaties and other intellectual property rights laws and regulations.

Copyrights, patents, trademarks, trade secrets, and any other proprietary rights or rights related to the Services provided by us are exclusively owned by Universal Automobile Company Limited (AUTOFRANCE 法國汽車). Without our consent, you may not use it for any other purpose (including but not limited to use in illegal activities, or reverse engineering, etc.) permitted by Universal Automobile Company Limited (AUTOFRANCE 法國汽車).

Any data information generated and stored in the Services database during the operation of the Services belongs to Universal Automobile Company Limited (AUTOFRANCE 法國汽車).



# 3. Restrictions on Rights

- 3.1 All reverse engineering, reverse compiling and reverse assembly activities are prohibited: you are not allowed to reverse-engineer, decompile or reverse assemble the Website, and you must not modify any resources compiled inside the program file. No function of the Website of part thereof may be separated or extracted for your own or other uses or purposes; otherwise your access shall be terminated immediately. At all times, you must comply with all of the Terms and any updates thereto from time to time.
- 3.2 Rights Reserved: All other rights not expressly authorized by these Terms of Use shall still belong to Universal Automobile Company Limited (AUTOFRANCE 法國汽車) respectively. Written consent of Universal Automobile Company Limited (AUTOFRANCE 法國汽車) must be obtained prior to the use of these other rights.

#### 4. Notice to Users

- 4.1 Technical support for the Services is provided by a third party service provider.
- 4.2 The Services do not contain any malicious code that is intended to damage your computer data or obtain your personal data. It does not contain any function code that tracks or monitors your computer, your online or offline behaviour. Information such as your use of other software and documents will not be collected.



- 4.3 You should use the Services in accordance with the law and these Terms. You are not permitted to implement, including but not limited to the following:
- 4.3.1 delete or change all rights management digital information on the Services;
- 4.3.2 deliberately avoid or destroy the technical measures taken by the copyright owner(s) to protect the copyrights of the Website;
- 4.3.3 use the Services to mislead or deceive others;
- 4.3.4 violate the regulations of the Hong Kong Special Administrative Region, delete, modify, increase, and interfere with the functions of the computer information system, resulting in failure of the computer information system to function properly;
- 4.3.5 access to computer information network or use computer information network resources without permission;
- 4.3.6 remove, modify, or add to computer information network functions without permission;
- 4.3.7 delete, modify, or add data stored, processed, or transmitted in the computer information network without permission;



- 4.3.8 destroy the normal operation of the Services' system or website, and intentionally spread computer virus and other destructive programs;
- 4.3.9 attempt to gain unauthorized access to the Services, computer systems or networks connected to this Services, through any means;
- 4.5.10 any other actions that endanger the security of computer information networks.

#### 5. Price and Payment

- 5.1 We take all reasonable care to ensure that the price of the PEUGEOT models advised to you is correct but in the unlikely event that the PEUGEOT models are incorrectly priced, PEUGEOT Sales Consultants will contact you for your instructions before we confirm the acceptance of your order.
- 5.2 The features, functions and equipment available, configured and installed on board each model of vehicles vary by models and by markets. The Vehicle will be configured and installed with features, functions and equipment which the manufacturer and we decide at our sole discretion available to Hong Kong market.



# 5.3 Reservation Fee (Refundable)

- 5.3.1 Reservation fee is refundable. You will receive an email confirmation upon successful payment of the reservation fee. PEUGEOT Sales Consultants will contact you within 24 hours to complete the deposit payment procedures.
- 5.3.2 If a refund of the reservation fee is required, the full amount of the reservation fee would be refunded to you via the credit card you used to settle the payment, and the processing time will take approximately thirty (30) working days.

#### 5.4 Deposit (Non-refundable)

- 5.4.1 After successful payment of the deposit, PEUGEOT Sales Consultants will invite you shortly to sign a vehicle purchase agreement. If you have pre-ordered a vehicle, our Sales Consultants will be tracking its progress on the production schedule, and notify you when the vehicle enters the production stage. The production quota will be allocated according to the completion of the deposit. The actual vehicle delivery date is dependent on the vehicle's configuration and manufacturing progress.
- 5.4.2 The deposit is non-refundable. The model you chose is especially reserved for you and cannot be changed to another model or vehicle. Please note that the manufacturer may update and modify the design and the specifications of each model at any time without notice; and the manufacturer shall not be under any obligation to apply such updated and modified designs and specifications in the



production of the Vehicle you have purchased. Universal Automobile Company Limited (AUTOFRANCE 法國汽車) will deliver to you the Vehicle as is manufactured and delivered by the manufacturer.

5.5 Use of the website contents or making a purchase online means that you are at least 18 years old, and consent to all terms and conditions and our privacy policy. No refunds are available if you are found to be using the credit card of another person or pretend another identity and your reservation shall be automatically rescinded.

5 6 All personal and payment information provided must be correct and belong to you, or that of an individual or company for which you have been authorized to provide. You may be requested to provide the relevant valid proof of authorization.

5.7 We do not bear any responsibility for any unsuccessful order placement resulting from incomplete, incorrect, or unclear data provided or due to website system or online transfer issues.

5.8 We use third party payment services to process online transactions. When you place an order, you agree and accept that your credit card information will be collected, processed, and kept by us and a payment service provider subject to its terms and conditions. You agree and accept that you are solely and exclusively responsible for any losses incurred or sustained by you in making credit card transactions, and in no event shall any such losses in whole or in part be borne by us.



#### 6. Privacy Protection

- 6.1 We respect and protect your privacy.
- 6.2 The protection of your personal data is one of our core principles. We will take reasonable measures to protect your personal data. Except for the circumstances stipulated by laws and regulations, we will not make public or disclose your personal data to third parties without your permission.
- 6.3 During the process of applying for the Services, you need to fill in some necessary information. Please ensure the information is true, accurate, legal and effective, and keep it updated regularly, so that we can provide you with timely and effective support and provide you with better services. According to the relevant laws, regulations and policies, please fill in your true identity information. If the information you provide is incomplete or inaccurate, you may not be able to use the Services or may be restricted in the course of use.
- 6.4 Through your understanding or use of the Services, you shall respect the personal data of any person, including but not limited to other users, received or accessed. You shall not collect, copy, store, transmit or otherwise use any user's personal data, otherwise, you shall be solely responsible for all resulting consequences.



#### 7. Limited Liability and Warranty

- 7.1 The Services are provided by us on an "as is" and "as available" basis. We cannot make representations or warranties of any kind, express or implied, under any circumstances, regarding the accuracy, the availability and the access to any Service and/or any part of any information contained or listed in the Services and/or in any of its contents. We assume no responsibility or liability for omissions or errors that may appear, and we cannot assure the availability of the Services at any given time. We cannot and do not guarantee that each and every piece of information provided at any time is or will be accurate, precise, correct, or complete, nor can we assure full reliance on the information contained in the Services. You agree and acknowledge that your use of the Services is at your own risk. To the fullest extent permissible by applicable laws, we disclaim all warranties, express or implied, including, but not limited to any representations or warranties as to:
- 7.1.1 The availability of the Services or that it will be uninterrupted or error-free, or that defects will be corrected;
- 7.1.2 The accuracy, adequacy or completeness of any content in the Services;
- 7.1.3 The merchantability, standard of quality or fitness for any particular purpose of any products available in the Services;
- 7.1.4 The use or exercise of reasonable care and skill in providing or delivering any other services on or through the Services or its timeliness in the Services;



- 7.1.5 Non-infringement of any third party intellectual property rights; or
- 7.1.6 The Services being free of computer viruses or other harmful elements.
- 7.2 The use of the Services is at your own risk. We do not assume any responsibility for, to the fullest extent permitted by applicable law, any damages and risks resulting from the use or inability to use the Services, including but not limited to direct or indirect personal damage, loss of commercial profits, trade interruptions, loss of business information, or any other economic losses.
- 7.3 We shall not be liable for any loss resulting from failure of the telecommunication system or internet network, computer malfunction or virus, information damage or loss, computer system problems or any other force majeure.
- 7.4 If you violate the provisions of this Terms of Use and causes damage to us, we have the right to take measures including, but not limited to, interrupting the use of licenses, stopping the provision of Services, restricting use, and legal investigation.
- 7.5 We are not responsible and does not assume any legal responsibility for any accidents, negligence, breach of contract, defamation, infringement of copyright or intellectual property rights caused by the use of the Services, and damages caused



7.6 No data transmission over the Internet is guaranteed to be 100% secure. We cannot assure or guarantee the Services and its contents, and any information you receive or transmit to us is at your own risk. We do not bear any responsibilities howsoever for any and all issues arising from or in relation with upgrade, connection or clarity of communication lines.

# 8. Usage Rules

- 8.1 You are responsible for your own use of the Services and you are responsible for ensuring that the following principles are followed in the use of the Services
- 8.1.1 Comply with all the relevant laws and regulations of the Hong Kong Special Administrative Region
- 8.1.2 Comply with these Terms and related management regulations issued by the Company;
- 8.1.3 Shall not in any way infringe on our legitimate interests and that of our collaborating service providers;
- 8.1.4 Our Services shall not be used for any illegal, infringing or immoral activities, including but not limited to the use of Services to display and disseminate information that includes or makes reference to pornography, racism, bad taste, obscenity, defamation or insulting information, or any content of hatred, discrimination, humiliation, contempt, disrespect and prejudice against religion, national traditions, race, gender, sexual orientation and age.



# 9. We have the right from time to time to randomly review the use of your Services.

If we believe that you have committed an illegal act and/or breached these Terms, you shall be requested to correct the offending actions and take all necessary measuresto reduce the impact of your actions. However, you understand and confirm that our review carries with it no responsibility nor relieves you of any of your obligations and/or corresponding liability.

#### 10. Indemnity

10.1 You agree to defend, indemnify and hold us, our employees, agents, officers, directors, agents, contractors, suppliers and other representatives harmless from and against all liabilities, damages, claims, actions, costs and expenses (including legal fees), in connection with or arising from your breach of these Terms and/or your use of the Services. We may, if necessary, participate in the defence of any claim or action and any negotiations for settlement. You will not make any settlement that may adversely affect our rights or obligations without our prior written approval. We reserve the right, at our own expense and upon notice to you, to assume exclusive defence and control of any claim or action.

## 11. Law and Dispute Resolution

11.1 These Terms shall apply to the laws and regulations of the Hong Kong Special Administrative Region



11.2 Any dispute arising from these Terms or related to these Terms shall be settled through friendly negotiations. If the negotiations fail, either party may submit the dispute to the competent jurisdictional courts of the Hong Kong Special Administrative Region for settlement.

### 12. Advertising Information

12.1 We may place advertisements in the Services for promotional activities. These contents originated from third party advertising agencies or product service providers, and we only provide the media for their publication. Since we cannot be responsible for such other sites and as we have no control over any of these other sites, including but not limited to their contents, you hereby agree and acknowledge that Company is not and will not be held responsible for such other sites, including without limitation their availability, contents, the type of services they offer, the advertising and/or products contained therein, and their form. The services or merchandise purchased or used by you through the Service or the website links is only between you and the provider of the product or the service, without any relation to us. You also acknowledge and agree that we are not, and will not be held liable or responsible, directly or indirectly, for any damage and/or loss, whether pecuniary or not, caused or alleged to be caused by or in connection with use of, or reliance on, any such contents, goods or services available via the Services or through any such other sites or resources.



#### 13. Other Terms

13.1 If any term in these Terms is completely or partially invalid or has no execution power for any reason, or violates any applicable law, the clause is deemed deleted, but the remaining clauses of these Terms shall remain valid and binding.

13.2 We reserve the right to modify, amend and cancel any terms at any time during your use. We may deliver any notice concerning our relationship with you, including notice of any changes, modifications or variations to these terms. If the changes or modification are found to be unacceptable, you have the right to terminate the Service(s). Your continued receipt and use of the Service(s) after we deliver notice of such changes or modification shall constitute your acceptance and agreement of the changes and/or modifications.

13.3 The Chinese version is for reference only. If there is any discrepancy or inconsistency between the Chinese and English versions, the English version shall prevail.