

# Terms of Use of the "MICHELIN Track Connect" App On October 27, 2020

## **The MICHELIN Track Connect App is published by:**

Manufacture Française des Pneumatiques Michelin, a *société en commandite par actions* incorporated under the laws of France with a share capital of 504 000 004 euros, registered with the Trade and Company Register of Clermont-Ferrand under number 855 200 507, with registered office at Place des Carmes-Déchaux, 63000 Clermont-Ferrand, France

Hereinafter referred to as "Michelin".

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Manufacture Française des Pneumatiques Michelin, a *société en commandite par actions* incorporated under the laws of France with a share capital of 504 000 004 euros with registered office at Place des Carmes-Déchaux, 63000 Clermont-Ferrand, France

## **Please read carefully the following terms of use:**

These terms of use, including the limitation of liability clause available in the Application ("Terms of Use" or "TU"), set out the modalities under which Michelin grants the user a right to download and use the MICHELIN Track Connect App ("Application"). From the terminal which meets the requirements listed in point 9 below ("Device"), the Application intends to accompany non-professional drivers, equipped with a Michelin Track Connect kit, before, during and after their driving experience.

- Before a driving session, the Application gives the optimum pressure for the vehicle according to the conditions of use declared by the User: Road or Track in dry, wet or rainy condition.
- During the driving session, the Application indicates in real time the tire pressure level and its temperature. It signals to the User how the tires are with respect to their optimum operating range, thanks to a very simple color code and reflects the impact of the pressure evolution on the vehicle's handling (tendency to understeer or to oversteer). A timekeeping function is also available\*.
- After the driving session, the Application gives recommendations for tire-to-tire pressure adjustment and enables to analyze the evolution of the pressure and temperature data during the past session or the sessions that have elapsed in the ' My Runs ' menu. Users may also share their times with other users of the application in the "Teams" section.

*\* Note that the indication of the evolution of the vehicle's handling according to the changing pressures and the timer functionality are only available in the Track mode. The Road mode does not give access to these features. Also the timer functionality using the GPS data to count and time the Tracks on Track, the proper functioning of this feature is directly related to the correct reception of GPS signals by the User's Device.*

Driving enthusiasts who do not have a Michelin Track Connect kit can also use the application with limited features. Users of the Leisure mode also have the opportunity to improve their driving experience on the track.

- While driving, the application offers a timing feature for the tracks available in the application.
- After the driving session, the application provides a run summary, with timing information and the possibility to replay the run. The user also has the possibility to enter the tyre pressure before and after the session to record and store the pressure changes. Users also have the possibility to share their times with other users of the application in the "Teams" section.

Users who are in contact with Motorsport teams and who are equipped with an MMC Kit also have access to the Rally mode. This mode allows users to improve their performance and driving experience during Rally events.

- Before driving, the application gives advice on the optimum tyre pressure when hot and the minimum pressure when cold.
- While driving, the application informs the user in real time about tyre pressure and temperature.
- After driving, the application gives access to a run summary, giving tyre pressure and temperature information, as well as the vehicle configuration previously entered (tread depth, camber angle).

These Terms of Use agreed upon between Michelin and the User who has accepted these conditions, hereinafter referred to individually as "Party" or collectively "Parties".

By clicking on the "I Agree" button and using the Application, the User expresses his consent to these Terms of Use. Michelin reserves the right to modify or review, in a discretionary manner, the Terms of Use at any time. These Terms of Use are available via or in the downloaded Application. To accept the modified or reviewed Terms of Use, the User must accept them in accordance with the method described above.

In any case, if the User does not accept the Terms of Use, the User must not use the Application and must remove it from his Device.

#### **Content and installation of the MICHELIN Track Connect Kit:**

In order to connect the MICHELIN Pilot Sport Cup 2 Connect tyres, it is necessary to purchase the MICHELIN Track Connect kit. It consists of 4 sensors to be installed in the tires (one per tire), a smartphone holder for the vehicle equipped with the MICHELIN Track Connect solution and a kit containing a receiver box, a cigar/USB light adapter, a short power cable and a long power cable for the receiver box.

The receiver box which is part of the MICHELIN Track Connect Kit and enables to transmit the signals of the sensors located in the tires to the User's Device must be placed in the middle of the vehicle between the driver's seat and the passenger seat. It is at this position that the reception quality of the signals is the best.

As part of the installation of the receiver box in a competitive or related vehicle, without its original interior equipment, Michelin recommends to insulate the box of the vehicle structure by using an interface in a material which is able to filter vibrations in order to preserve the integrity of the receiver box and its correct functioning. The User is responsible for the proper installation of the box and holds harmless Michelin in case of improper installation or damage to the box.

#### **1. DEFINITIONS**

The following terms shall, for the purposes of these Terms of Use, include in the singular and plural:

**"Subsidiaries"** means any company directly or indirectly, controlled, controlling or under the common control of one of the Parties. The term "control" is understood as defined in article L. 233 – 3 of the French Commercial Code.

**"User"** means any person authorized to use the Application in his name and on his behalf.

**"User data "** means the information entered by the User in and/or through the Application concerning his/her registration, participation (s) in Track or Road sessions, tires, vehicles and/or their respective uses to the extent that they are directly or indirectly linked to the User. This term does not include anonymized, consolidated or aggregated data.

**"Intellectual Property Rights":**

(i) Copyright, database rights, rights relating to unregistered trademarks, rights relating to unregistered designs, and any other similar right in any part of the world; and

(ii) Patents, registered trademarks, registered designs, and any other rights registered in any part of the world, as well as applications for registration for such rights, and the right to make such applications.

The terms beginning with capital letter and not defined above are defined in other parts of the Terms of Use.

**2. RIGHT TO DOWNLOAD AND USE THE APPLICATION**

Michelin hereby grants to the User a personal, non-transferable and non-exclusive right to download and use the Application, within the limits of these Terms of Use (the "right "). This right is granted to the User solely for his own needs and personal use, and subject to compliance with the Terms of Use.

In this context, this right is granted for the specific duration, determined by the option chosen by the User during his or her subscription.

The User has the right to use the Application and to access his User data through a login and password that he undertakes to keep in an appropriate confidential manner. Any data entered through these login names will be presumed to have been made by this owner.

In addition to article 5 below, the User is expressly prohibited from (including attempting to):

- Make the Application or any part thereof available to a third party, with or without consideration, with the exception of the State and/or judicial authorities which are authorized to have access to them in accordance with the applicable law;
- Copying, modifying, adapting, improving and/or translating the Application or any part thereof and the documentation relating thereto, the rights of which belong to Michelin, including for the purpose of debugging;
- Transfer, lease, sub-license, assign and/or distribute the Application or any part thereof or use the Application for the benefit of a third party, with or without consideration; and/or
- Decompile, disassemble, or reverse engineer for the purpose of creating a source code version or a derivative work from the Application or any part thereof.

The User is informed that certain components of the Application are subject to third party licenses, available upon request.

**3. RESTRICTIONS**

Within the strict limits of what is legally permissible, Michelin reserves the right to restrict, suspend or interrupt at any time the downloading and/or use of all or part of the Application for any reason whatsoever, But in particular for security purposes, and excluding any liability of Michelin.

The User agrees to:

- Not download or use the Application for illegal or illegal purposes, including but not limited to the infringement of the Intellectual Property Rights of Michelin or any third party;
- Not circumvent the safety measures implemented in the Application.
- Not hinder the correct functioning of the Michelin systems, in particular (i) by accessing and/or fraudulent use of the Application, (ii) fraudulent deletion, modification or introduction of non-compliant data in the Application, (iii) unauthorized access and/or misuse of the Application.

An infringement by the User of one or more of its obligations arising from the Terms of Use shall be considered as a breach of the Terms of Use by the User. Michelin, notwithstanding any other remedies set

forth herein or under the applicable law, has the right, without notice and without any liability to the User, to refuse, suspend or terminate the User's access to the Application and the use of the Application by the User.

#### **4. USER'S DATA**

The User warrants and represents to Michelin that he has obtained and will maintain, at his expense, all prior rights, licenses, consents and certificates from the owners of the User's information for the purpose of downloading the Application and enter its data into the Application, or that it is the legitimate owner of the User's data.

The User warrants to Michelin that all information entered herein, including the User's data, is real, accurate, precise, current and complete in all respects.

The User expressly acknowledges to Michelin and its potential subcontractors the right to use the User's data in order to make the services, for the whole world and for the related duration.

#### **5. INTELLECTUAL PROPERTY RIGHTS**

Michelin, its Subsidiaries, and their licensors hold all the IP rights relating to any pre-existing element and/or a designated element and/or developed within the framework of the Application, its improvements, modifications, updates, subsequent versions, and its contents, including data entered or processed via or in the Application, but excluding the User's data expressly.

Michelin (including its Subsidiaries and licensors) holds, for the entire world and for the maximum period of legal protection of any Intellectual Property Right, the exclusive right to obtain, hold and renew in its sole name and/or for its exclusive benefit the patents, copyrights, rights of the database producer, registrations and any other intellectual property concerned, or any other protection relating to the aforementioned elements. For clarification, Michelin expressly reserves all economic rights including exploitation rights, for any country, on any medium and by any means whatsoever.

In addition to article 2 above, it is strictly prohibited for the User (i) to extract, by permanent or temporary transfer, all or a qualitatively or quantitatively substantial part of the contents of the database present in The Application on another medium, by any means and in any form whatsoever, (ii) to reuse, by making available to the public, all or a qualitatively or quantitatively substantial part of the contents of the database present in The Application, regardless of form.

#### **6. PROTECTION OF PERSONAL DATA**

Please refer to our Privacy Policy.

#### **7. LIMITATION OF LIABILITY**

The Application is provided "As is", and, within the limits acceptable by applicable Law, Michelin does not grant any warranties and hereby disclaims any warranties of any kind whatsoever (whether written, oral, express, implied), including warranty of merchantability or fitness for a particular purpose, in respect of the use, including non-compliance, or the inability to download and/or use the Application (as a whole or in part). Without prejudice to the foregoing, Michelin does not guarantee that all errors can be corrected, nor that the use of the Application is uninterrupted or error-free.

Within the limits acceptable by applicable Law, in no event shall Michelin and/or its Subsidiaries (including its subcontractor (s), legal representative (s) or its agent (s)) may not be liable to the User (including subcontractor (s), legal representative (s) or his agent (s) or assign-rights) (A) for any indirect, incidental, subsequent, incidental or consequential damages or any special, punitive indemnity including indemnities due to the loss of a chance, profit, value of goodwill, bodily harm and/or infringement of property, relating to or

resulting from use, including non-compliance, and/or inability to download and/or use the Application and/or Services Partners (B) for any harm caused by an event of force majeure or an event outside the control of Michelin, including but not limited to any prejudice in relation with the connection or the transport via Internet, (C) for any prejudice caused by the User (s) subcontractor(s), legal representative(s) or its agent(s). This exclusion of liability is applicable regardless of the cause of the proceedings, whether in particular contractual, delict and/or because of the defective products, even if the responsible party has been notified of the probable occurrence of such prejudices.

In the case where the applicable law prohibits the disclaimer of liability above, and in all cases where Michelin's liability is not excluded, Michelin's overall liability for services, Application, including present Terms of Use, is limited to one thousand Euros.

The parties agree that the above limitations and disclaimers of liability are reasonable, in view of all the relevant circumstances and the level of risk associated with the obligations of each party arising from the services, the Application and/or the Terms of Use.

The user acknowledges that he has been warned and informed that:

(I) the use of the Application does not substitute in any way, nor prevent him from checking and maintaining his tires and his car. The User is, and remains liable for his decisions and the consequences that they can generate.

(II) The non-fulfilment or the careless implementation of the User's obligations with respect to tires may result in a failure of the tire and/or an explosion which may cause serious damage including death. The Application contributes to the improvement of the security, but does not replace the regular maintenance or any other safety practices which must be carried out by the User regularly (in particular the need to put back the pressure as recommended by the manufacturer by leaving a track before going on the road again).

IN ADDITION, THE ROAD PRESSURE RECOMMENDATIONS PROVIDED BY THE APPLICATION CORRESPOND TO THE MANUFACTURER'S RECOMMENDATIONS RELAYED BY MICHELIN. IN THE EVENT OF A DISCREPANCY BETWEEN THE RECOMMENDATIONS OF THE APPLICATION AND THOSE OF THE MANUFACTURER, THE MANUFACTURER'S RECOMMENDATIONS MUST ALWAYS PREVAIL AND BE TAKEN INTO ACCOUNT BY THE USER. MICHELIN CANNOT BE HELD LIABLE IF THE USER HAS FOLLOWED ITS RECOMMENDATIONS WHICH ARE NOT IDENTICAL TO THOSE OF THE MANUFACTURER.

## **8. TERMINATION OF USE BY THE USER**

The User has the possibility to remove the Application of his Device and thus to permanently cease its use. Nevertheless, articles 5, 6, 7 and 8 continue to produce their full effects and survive the removal of the User's appliance.

Michelin reminds the User that the latter has the possibility to keep a durable copy of these Terms of Use by copying/pasting them and registering them on his Device before deleting the Application of his Device.

The User can consult, modify, request the deletion of his personal data at any time by sending an email to the address: [contact.michelintrackconnect@michelin.com](mailto:contact.michelintrackconnect@michelin.com).

## **9. MISCELLANEOUS**

**Applicable law, mediation and competent jurisdiction:** the Terms of Use are subject to French law, excluding its rules of conflict of laws- - unless there is a mandatory public policy regulation to the contrary on the territory of the European Union on which the application is used.

The Parties strive to resolve any disputes which may result from the interpretation, execution and/or validity of these Terms of Use.

Any dispute or consumer dispute concerning the execution of these Terms of Use may be settled amicably at the request of the User, by mediation at the mediation and arbitration Centre.

The User may also submit his possible claims on the dispute resolution platform put online by the European Commission at the following address: <http://ec.europa.eu/consumers/odr/>. The European Commission shall transfer the User's claim to the notified competent national ombudsmen.

THE COMPETENT COURT SHALL BE DETERMINED IN ACCORDANCE WITH THE APPLICABLE LAW.

**Severability:** if one or more provisions of these Terms of Use were to be declared null or void, the other provisions will remain enforceable.

**Amendment:** Michelin reserves the right to add, modify, and/or delete any functionality and/or content of the Application, excluding any liability of Michelin.

#### **10. PREREQUISITES PER DEVICE**

To download and/or use the Application, the User must comply with the following requirements by Device:

- Have a smartphone device equipped with a camera, with an active Google store or App store account
- For iOS systems, all phones from iPhone 5 configured with a version of iOS 10.0 minimum are compatible
- For Android systems, Devices must be compatible with Bluetooth Low Energy (BLE). The Samsung under 3 years configured with a minimum Android version 4.3 are compatible. The Android Smartphone models other than Samsung may present incompatibilities with the offer.
- No restriction of administrative rights on the Device
- Have access to Internet during the download of the Application and during any synchronization, if possible before and after the driving session, in order to update the data in The Application.
- Minimum available memory:
  - Android 50 Mo
  - Under IOS 300 MB

# PRIVACY POLICY

## Summary

Michelin is committed to protecting your personal information and being clear and transparent about what information we collect and how we will use it. This policy explains how any personal information we collect when you use our Track Connect Application, or that you provide to us, will be processed by us.

Please read the following policy carefully to understand our views and practices regarding your personal information and how we will treat it.

- 1 - Who we are and how we can be contacted
- 2 - About our Privacy Department
- 3 - Other policies you should read
- 4 - Information we may collect from you
- 5 - Marketing Communication
- 6 - Information we collect about you from other places
- 7 - Where we store your personal information
- 8 - Sharing your personal information
- 9 - International transfers
- 10 - How long will personal information be kept by us
- 11 - Your rights under data protection legislation
- 12 - What you can do if you're not happy with how we use your information
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### 1. Who we are and how we can be contacted

Our full company name is Manufacture Française des Pneumatiques ("**Michelin**") and when you use our application and our services directly we act as a Data Controller.

If you need to contact us you have a number of options, you can:

- email us at [contactmichelintrackconnect@michelin.com](mailto:contactmichelintrackconnect@michelin.com)
- You can send us a letter addressed to the Manufacture Française des Pneumatiques Michelin, 23 Place des Carmes Déchaux - 63040 CLERMONT-FERRAND Cedex 9

### 2. About our Privacy Department

While everyone at Michelin is committed to protecting and respecting your privacy, we have a data protection Privacy Department who deals with all aspect of personal data at Michelin. You can contact it by sending an email to [privacy.fr@michelin.com](mailto:privacy.fr@michelin.com).

### 3. Other policies and information we encourage you to read

While this Privacy Policy contains all the information you need on how we collect and use your personal information on our application, there is information in some other places which we encourage you to read.

Our Terms of Application Use

Our Terms of Application Use tells you the terms on which you may make use of our TrackConnect Application and should be read alongside this Privacy Policy.

### 4. Information we may collect from you

This section sets out:

- how we collect your personal information;
- the categories of data that we collect;
- a description of how we plan to use the information we collect;
- the legal basis that we will rely on to process information collected;
- how long we will hold the information collected; and
- specific types of data

We may collect and hold the following information about you:

Data collected	Purpose/Activity	Type of Data	Lawful basis for processing	Retention period
When you register for our TrackConnect Application, you need to create an account and we will request information to enable us to identify you and provide the services to you (" <b>Account Data</b> ").	Account Data will be processed for the purpose of operating our TrackConnect Application, providing digital services you sign up for, communicating with you about those digital products and services and maintaining back-ups of our services.	Account Data will include your full name, email address. We may also ask you to set a password so you can securely log on to your account.	The performance of the agreement between you and us for the provision of the TrackConnect Application is the legal basis for processing Account Data.	We will retain Account Data for as long as you have an account with us. If you do not access your account for 24 months, we will delete your account data so that we do not keep information for longer than is necessary. You can of course, create a new account if you like.
Information you provide us in order to keep the run you made, i.e. location of your mobile phone (" <b>Location Data</b> ").	This information is used to count and time the Tracks on Track Connect and give you the opportunity to keep your runs.	To provide this functionality, we use your device's location. Please refer to your operating system privacy policy.	The performance of the agreement between you and us for the provision of the TrackConnect Application is the legal basis for processing Location Data.	We will retain Account Data for as long as you have an account with us. If you do not access your account for 24 months, we will delete your account data so that we do not keep information for longer than is necessary. You can of course, create a new account if you like.
Information you provide us when you communicate with us, e.g. by email or contact us form via our application (" <b>Communication Data</b> ")	This information is used to enable us to respond to or following up on your comments, queries or questions	Information may include your full name, your email address and other personal data you provide us to enable us to deal with your communication.	We will use our legitimate interests in the assisting you and answering your communications as the legal basis for processing Communication Data.	We will hold on to Communication Data for as long as it is necessary to enable us to deal with the matter relating to that communication. Once your matter has been dealt with, we will delete Communication Data within 6 months.
If you request further information from us by signing up to receive any of our newsletters or marketing communications (" <b>Marketing Data</b> "). For further details, see section 6 below.	Marketing Data is processed for the purposes of sending you the relevant notifications and/or newsletters and/or any marketing communication.	We will ask you for your name and email address so we can send you these information.	The legal basis for this processing is consent.	We will not keep Marketing Data more than 3 years after our last contact.



## **Statistical Information**

We also collect and use aggregated data such as statistical or demographic data ("**Aggregated Data**"). Aggregated Data may be derived from your personal information but does not reveal your identity in any way. For example, we may aggregate your Usage and Device Data to calculate the percentage of our TrackConnect Application users accessing a specific feature of our application. Aggregated Data is used for our own business purposes only.

## **5. Marketing Communications**

You will receive marketing communications or newsletters from us only (i) if you wish it or (ii) if you are one of our customers, provided that this communication will concern similar products or services.

In this context, we will use the information you provide us, usually just your name and email address.

In any case, you can unsubscribe or make stop direct marketing from us at any time either

- (i) by clicking on the unsubscribe option at the bottom of each marketing communication we send to you; and
- (ii) by contacting us by email or letter using any of the contact details set out in this notice.

We will generally send you marketing communications until you choose to unsubscribe from receiving them. However, if we have not heard from you for a while or notice that you have not opened our emails in a period of 3 years, we will remove your details from our database. There's nothing stopping you for subscribing again at any time.

## **6. Information we collect about you from other places**

To enable us to provide you with our services, we may receive personal information about you from other sources, including:

- We may receive information about you if you use any of the other application we operate or the other products and/or services we provide. We also work closely with third parties (including, for example, business partners, sub-contractors, and analytics providers) and may receive information about you from them. The legal basis for his processing is our legitimate interests, namely monitoring and improving our application, products and services.
- Information from our web servers' logs, for example information about your computer, such as your IP address, operating system and browser type. We may also collect information on the searches you carry out on our application and your interaction with communications we send you, for example, when you open email communications. ("**Usage and Device Data**"). This information is used by us for system administration and to analyse how people are using our application and digital platforms. It also helps us to provide the best online infrastructure for your online activities. The legal basis for this processing is our legitimate interests, namely monitoring and improving our application, products and services.

## **7. Where we store your personal information**

All information you provide to us is stored on secure servers within EEA.

While we are committed to keeping your personal information secure, the transmission of information online via the internet is not completely secure. We, together with our service providers will do our best to protect your personal information but information provided is at your sole risk.

## **8. Sharing your personal information**

We only share your personal data with people who have a need to know such information to perform their responsibilities. We may share your personal information with the following:

- **Within the Michelin Group** - we may disclose your personal information to any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries to the extent necessary for the same purposes of the initial processing set out in this policy.
- **Service Providers** - Michelin may share your personal information with selected service providers that Michelin may use to process your request or provide its services to you. These service providers act as data processors on our behalf and provide IT and system administration services, such as hosting and support.

These service providers are legally obligated to keep the personal information they may have received confidential and secure and to use your personal information the basis of our instructions only.

We may also share your personal information with third parties:

- (i) For legal reasons

If we are under a duty to disclose or share your personal information in order to comply with any legal obligation, or in order to enforce or apply our terms and conditions and other agreements; or to protect the rights, property, or safety of the Michelin Group, our customers, or others. In this context, we may disclose your personal information to our professional advisors who are under a duty of confidentiality.

## **9. International Transfers of Personal Data**

Michelin is an international group with databases in the various countries in which it operates. Michelin may transfer your personal data within the group to one of its databases or to its external partners located outside of your home country.

As levels of data protection vary worldwide, we do not transmit your personal data to Michelin group companies or to third-party companies outside of the European Union unless these companies offer the same or similar level of personal data protection as Michelin.

For transfers within Michelin, the company has adopted internal rules governing the transfer of personal data from the European Union or European Economic Area. By clicking on BCRs, you can find the details of these rules.

Transfers of data outside the group are governed either by the BCR of the subcontractor or by contracts containing the clauses of the European Commission for suppliers established outside the EU to guarantee a similar level of protection as that of your home country.

## **10. How long will personal information be kept by us?**

As a rule, we will not hold your personal information for any purpose or purposes for longer than is necessary to fulfil the purposes we collect it for, including for the purposes of satisfying any legal, accounting, or reporting requirements. For more specific retention periods, please see section 4 above.

To determine the appropriate retention period for personal data, we consider the amount, nature, and sensitivity of the personal data, the potential risk of harm from unauthorised use or disclosure of your personal data, the purposes for which we process your personal data and whether we can achieve those purposes through other means, and the applicable legal requirements.

In some circumstances you can ask us to delete your data: see your right to be deleted below for further information.

In some circumstances we may anonymise your personal data (so that it can no longer be associated with you) for research or statistical purposes in which case we may use this information indefinitely without further notice to you.

## **11. Your rights under data protection legislation**

Data protection legislation provides you with certain rights when it comes to the processing of your information. These are the right to:

- The right to be informed
- The right to access your information
- The right to correct your information
- The right to delete your information
- The right to restrict processing
- The right to transfer information
- The right to object to processing
- For further information on your rights

### **The right to be informed**

You have the right to be informed about how we collect and process your personal information, including who we are, how we use your personal information and your rights in relation to your personal information. We have gathered all the information you need in this privacy notice.

### **The right of access your information**

You have the right to access the personal information we have on you. We can confirm whether or not your information is being processed and provide you with access to your personal information.

### **The right to correct your information**

If your personal information is inaccurate or incomplete, you are entitled to have that information corrected and updated. If we have disclosed your information to any third parties, where possible, we will inform them of any updates you provide to us. You can update the personal information we hold about you by contacting us using any of the contact methods details in this Privacy Policy.

### **The right to delete your information**

You have the right to request the deletion or removal of your personal information where there is no reason for us to continue to process it. The circumstances in which you can request the right to be forgotten includes, where the information is no longer necessary in relation to the purpose for which it was originally collected or processed and where you have withdrawn your consent to processing.

There are some limited circumstance where the right to be forgotten does not apply – if you want to know, just ask.

### **The right to restrict processing**

You also have the right to 'block' or suppress the processing of your personal information. If you request us to suppress your personal information, we will stop any further processing of it.

### **The right to transfer information**

If you want to move or transfer your personal information to a different service provider or copy your information for your own purposes, you have the right to have your information transferred to another person.

### **The right to object**

You have the right to ask us not to process your personal information for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your information for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your information.

You can also exercise the right at any time by contacting us at [contactmichelintrackconnect@michelin.com](mailto:contactmichelintrackconnect@michelin.com).

### **For further information on your rights**

You can find further information on your data protection rights in the UK from the Information Commissioner's Office at [www.ico.gov.uk](http://www.ico.gov.uk). Alternatively, information on the Data Controller's supervisory authority, the Commission Nationale de l'Informatique et des Libertés (CNIL) can be found at <https://www.cnil.fr/en/home>.

## **12. What can you do if you're not happy**

We are committed to protecting and respecting your privacy. However, if you're not happy with how we collect or process your information or just want some further information on your rights, you can contact us in the following ways:

- you can email us at [privacy.fr@michelin.com](mailto:privacy.fr@michelin.com)
- You can also contact us using our contact form on our application

We will work with you to resolve any issues you may have and aim to answer any question raised by you as soon as possible.

You can also make a complaint to the Information Commissioner's Office in the UK – further information can be found at [www.ico.gov.uk](http://www.ico.gov.uk). Alternatively, a complaint can be made to the Data Controller's supervisory authority, the Commission Nationale de l'Informatique et des Libertés (CNIL) at <https://www.cnil.fr/en/home>.

## **13. About Data Security**

Michelin has implemented measures to protect the privacy, security and integrity of your personal data. Access to personal data is restricted to those employees and service providers who need to know this information and who have been trained to comply with rules on confidentiality.

On Michelin's commercial sites, banking information will be collected for the purposes of effective, legal secure payment processes. These measures may consist of SSL encryption (intended to make the data unreadable to others) during the collection or transfer of confidential data. Said information will be used only for purposes of online payment and will not be retained.

Michelin ensures that your personal data are not altered, damaged or accessed by unauthorised third parties.

## **14. Changes to our Privacy Policy**

We may change our policy from time to time. Any changes we make to this policy in the future will be posted on this page. If you have an online account with us, we may notify you of any changes by email or through your account the next time you log on.

**Date: December 2019**