

InControl Package Terms and Conditions

Effective date: 13 October 2019

***The customer is required to check the box to confirm that the provisions of the clause have been drawn to the customer's attention, explained and that the customer has understood the content thereof.**

1. Definitions

1.1 When the following words are used in these Terms, this is what they will mean:

- (a) **"Fleet"** means a group of vehicles that are owned by or leased to a business or other organisation and not an individual;
- (b) **"Fleet Owner"** means the business or other organisation that owns, leases or manages the Fleet;
- (c) **"Fleet Vehicle"** means a Vehicle that is part of a Fleet. For example, this may include a Vehicle that is subject to a contract hire agreement, a rental Vehicle provided to you by a rental company, a Vehicle made available by an employer, or a Vehicle made available by us or our authorised retailers on a temporary loan basis;
- (d) **"InControl Connectivity Services"** means the transmission of data, SMS and Voice by the Network Provider to and from the installed and activated Telematics SIM in the Vehicle, for example, in relation to the "SOS Emergency Call" service, the "Optimised Roadside Assistance" service or the services provided via the InControl Remote App;
- (e) **"InControl Package"** means the InControl Services, the InControl Remote App and the My InControl website;
- (f) **"InControl Remote App"** means the mobile phone application which you have downloaded from the Online Store (as defined in clause 2.1 below) and which enables you to use the "Remote Essentials" features and, depending on your subscription, the "Remote Premium" features;
- (g) **"InControl Services"** means the "InControl" services that you have subscribed to which may (depending on your vehicle model and subscription) include: (i) the services provided via the InControl Remote App and the My InControl website; (ii) the "SOS Emergency Call" service (including the InControl Connectivity Services); and (iii) the "Optimised Roadside Assistance" service (including the InControl Connectivity Services);
- (h) **"My InControl website"** means the website from which you can access your InControl Services account and use certain InControl Services;
- (i) **"Mobile Network"** means the mobile telecommunications network(s) across which the InControl Services are provided;

- (j) **“Network Provider”** means the Mobile Network operator that is providing the InControl Connectivity Services or the Mobile Network operator that is providing connectivity for Wi-Fi Hotspot, as applicable;
- (k) **“Personal SIM”** means the Subscriber Identity Module card, which is fitted into the Vehicle’s SIM card slot to enable transmission of data for Wi-Fi Hotspot. The Personal SIM is either supplied with the Vehicle or separately purchased and supplied by you, depending on specification for your Vehicle model and country;
- (l) **“SIMs”** means the Telematics SIM and the Personal SIM;
- (m) **“Telematics SIM”** means the Subscriber Identity Module card which is built into the Vehicle to enable the InControl Connectivity Services;
- (n) **“User”** means any individual who uses the InControl Package (or any part of it) including any occupant of the Vehicle;
- (o) **“Vehicle”** means the vehicle in respect of which there is a current and valid subscription for the InControl Services;
- (p) **“Voice”** means connectivity for voice calls made from a Telematics SIM by you to the emergency services and/or the roadside assistance service providers and/or other service providers of ours as notified by us to you from time to time or voice calls received by such a Telematics SIM from the emergency services and/or such service providers;
- (q) **we/us/our** means Jaguar Land Rover Limited (company number 1672070) with registered office Abbey Road, Whitley, Coventry, CV3 4LF as well as its South African subsidiary, Jaguar Land Rover (South Africa) (Pty) Ltd (registration number:2001/027069/07);
- (r) **you/your** means the person who is responsible as the primary user of the Vehicle. For example, the individual who privately purchases and owns the Vehicle, the individual leaseholder under a contract hire agreement in respect of the Vehicle, the authorised user of an employer’s Vehicle, the individual to whom a rental Vehicle is provided by a rental company, or the individual to whom a Vehicle is made available by us or our authorised retailers on a temporary loan basis.

1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

1.3 These terms do not apply to Wi-Fi Hotspot on Vehicles equipped with InControl Touch Pro or PIVI infotainment systems. Please refer instead to the InControl Touch Pro and PIVI Feature Terms.

2. IMPORTANT: PLEASE READ THESE TERMS CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM BEFORE ACTIVATING AND USING YOUR INCONTROL PACKAGE. IN PARTICULAR YOUR ATTENTION IS DRAWN TO THE CONDITIONS OF USE IN CLAUSES 6 AND 8 AND OUR LIMITATIONS OF LIABILITY IN CLAUSES 10 AND 11.

2.1 Your acceptance of these terms and conditions (“**Terms**”) forms a legal agreement between you and us. We licence the use of the InControl Package to you and any other Users on the basis of these Terms and subject to any rules and policies applied by the relevant mobile phone application provider from whose site (“**Online Store**”) you download the InControl Remote App. If any open-source software is included in the InControl Remote App, the terms of an open-source licence may override some of these Terms.

In addition, your use of route planner functionality in the InControl Remote App is subject to the third party provider’s terms and conditions and privacy policy. You can read them here:

- <https://legal.here.com/terms>
- <https://legal.here.com/privacy>

2.2 **Fleet Vehicles**

These Terms also apply to you if you are the user of an InControl-equipped Fleet Vehicle. By using InControl Services (including by driving a Fleet Vehicle with active InControl Services), you accept and agree to be bound by these Terms and our Privacy Policy, even if you did not personally purchase or lease the Vehicle or order InControl Services.

Please be aware that the Fleet Owner may have terms and conditions, policies or procedures which may affect your use of the InControl Services on a Fleet Vehicle. It is your responsibility to check with the Fleet Owner about use of InControl Services on your Fleet Vehicle.

2.3 IF YOU DO NOT AGREE TO THESE TERMS, YOU WILL NOT BE ABLE TO ACTIVATE YOUR INCONTROL PACKAGE AND WE WILL NOT LICENCE THE USE OF THE INCONTROL PACKAGE TO YOU.

2.4 You should print a copy of these Terms for future reference. A copy of the current version of these Terms can be found on the My InControl website.

3. **Changes to these Terms and the InControl Package**

3.1 We may change these Terms at any time by sending you an e-mail with details of the change or notifying you of a change when you next start the InControl Remote App or log onto the My InControl website. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the InControl Package.

3.2 From time to time updates to the InControl Remote App may be issued through the Online Store and a notification to the device upon which you have installed the InControl Remote App. Depending on the update, you may not be able to use the InControl Remote App until you have downloaded the latest version of the InControl Remote App and accepted any new terms.

3.3 We may make changes to the InControl Services in the following circumstances:

- (a) where there is a change to our service providers; and/or
- (b) where there is a regulatory change or a change in law which requires us to make changes to the InControl Services; and/or
- (c) to amend functionality and to make improvements to the InControl Services.

3.4 We will make reasonable efforts to inform you of any such changes that materially affect the InControl Services you receive.

3.5 If you are a consumer, you may terminate your InControl Services in the event that any changes to these Terms or the InControl Package are to your material disadvantage. In such circumstances, if you are the first owner of your Vehicle, you must notify the authorised retailer from whom you purchased or leased your Vehicle who will refund to you any amounts paid by you in advance for InControl Services that you have not yet received. If you have a Fleet Vehicle you must check with the Fleet Owner before terminating any InControl Services.

4. Period during which we will provide the InControl Services

4.1 Once the set-up of your InControl Services account is complete we will send a confirmation e-mail to you to advise you that the InControl Services have commenced. Please note that the "SOS Emergency Call" service will be active before set-up of your InControl Services account but on a limited non-personalised basis.

4.2 The provision of InControl Services will end on the expiry date of your current subscription period ("End Date") unless you choose to renew (as described in clause 4.3) beyond the End Date or the InControl Package is terminated earlier by either us or you in accordance with clauses 13 or 14. In the case of "SOS Emergency Call" and "Optimised Roadside Assistance", the End Date is shown on the My InControl website. However, a limited emergency call service will continue (see clause 4.6 below).

4.3 You will be able to renew the InControl Services through the My InControl website. Information on how to renew your InControl Services will be made available on the My InControl website. If you have a Fleet Vehicle you must check with the Fleet Owner before renewing any InControl Services.

4.4 Please be aware that your access to and use of "SOS Emergency Call", "Optimised Roadside Assistance" will end automatically if you remove your Vehicle from your InControl Services account.

4.5 IF YOU NO LONGER OWN OR USE YOUR VEHICLE (FOR EXAMPLE, IF YOU SELL THE VEHICLE, YOUR LEASE EXPIRES, OR THE VEHICLE IS LOST OR STOLEN AND NOT RECOVERED) YOU MUST REMOVE YOUR VEHICLE FROM YOUR INCONTROL SERVICES ACCOUNT. This can be done through the My InControl website. If you do not remove your Vehicle, you will remain responsible for all charges, if any, for any InControl Services incurred in connection with the Vehicle. It is your responsibility to remove all data and content (including any personal information), if any, that you may have stored on your Vehicle and the InControl Package before you sell or transfer your Vehicle, to the extent permitted by the equipment. When you handover the Vehicle you must inform the recipient if any InControl Services or

features remain active, and you must make them aware that those InControl Services or features involve the collection, use and sharing of data as described in these Terms and our Privacy Policy.

4.6 Limited emergency call after your subscription ends

If you do not renew your SOS Emergency Call service as part of your InControl Protect or Remote subscription, a limited emergency call service will remain active for a total of 10 years from the start of the original manufacturer's warranty period for the Vehicle. Connectivity between your Vehicle and emergency services and / or Jaguar Land Rover will continue, which will be triggered in the event of an emergency. Specifically, if vehicle sensors detect that an accident may have occurred, including through a trigger such as deployment of the Vehicle's airbags, the Vehicle may automatically initiate a call to contact emergency services, or you may be able to manually initiate a voice call for emergency services via the SOS emergency call button located in the overhead console.

Your personal contact details will remain available to emergency services provided your Vehicle is associated with your InControl account. Should you wish to remove the Vehicle from your InControl account, this can be done through the My InControl website. Once you have removed the Vehicle from your InControl account, the emergency services and / or Jaguar Land Rover will no longer have access to your personal contact details (name, address and mobile number). This means they will only be able to contact or locate you via your Vehicle when an emergency call is made. Your personal information will continue to be used for the limited emergency call service as set out in the InControl Package Privacy Policy, and these Terms will continue to apply.

5. Your personal information

5.1 We will use personal data in accordance with the terms of the InControl Privacy Policy, which can be found at the following website address: <https://incontrol.jaguar.com/jaguar-portal-owner-web/about/privacy-policy/ZAF> or <https://incontrol.landrover.com/jlr-portal-owner-web/about/privacy-policy/ZAF>.

5.2 In order to provide you with the InControl Services it is necessary for us and our service providers to make use of location data sent from your Vehicle. We will always track the last parked location of the Vehicle (and such functionality cannot be switched off by you), however, you can turn off the journey tracking functionality ("**Journeys**") of the InControl Services at any time via the My InControl website and the InControl Remote App which will prevent any of the "Journey Information" (as defined in the Privacy Policy) from being sent from the Vehicle (except for the last parked location of the Vehicle). If, however, the "SOS Emergency Call" or the "Optimised Roadside Assistance" functionality is activated, real-time location data relating to the Vehicle will be sent to the relevant service provider and/or emergency services (as appropriate) even if you have switched off Journeys. Please note that the "SOS Emergency Call" functions will be activated automatically upon the occurrence of a relevant trigger event such as the deployment of your vehicle's airbags. For full details of the relevant trigger events please refer to the Vehicle handbook. **Even if you have not activated your InControl Services account, the vehicle may automatically initiate a call to contact emergency services via the limited emergency call function or you may be able to manually initiate a voice call for emergency services via the limited emergency call function. The occurrence of such a call may transmit information, including vehicle location, time, and a vehicle identifier to**

us and/or our emergency service providers. By accepting these Terms you consent to the use of the location data in this way. You have the right to withdraw your consent to us associating location data relating to the Vehicle with personal data that we collect from you at any time by contacting an authorised retailer but please note that this may mean that you will no longer be able to receive the InControl Services.

5.3 If you use the InControl Services, you consent to us using data in accordance with our Privacy Policy particularly such data being transferred to contracted service providers operating from a base outside South Africa.

6. Your use of the InControl Package

6.1 You must:

- (a) promptly set up your InControl Services account using the guidelines available from the InControl User Guide. The InControl Services will not be activated until the entire set up process is complete;
- (b) only use the InControl Services for their intended use and in a reasonable manner (for example, the “SOS Emergency Call” service must only be used for actual emergencies and the “Optimised Roadside Assistance” service must only be used for actual roadside assistance needs);
- (c) comply with all applicable traffic laws and good driving practice in relation to your use of the InControl Services (including but not limited to regulations relating to the use of mobile phones in vehicles);
- (d) keep your personal information stored in your InControl Services account accurate, complete and up-to-date and keep us informed of any changes to such information as soon as possible via the My InControl website;
- (e) keep your username, password and PINs for your InControl Services secure and confidential. Do not share your password or PINs with anyone. Neither we nor any of our service providers have any obligation to enquire about the authority of anyone using your Vehicle, password or PINs. You are responsible for the actions related to the InControl Services of every person using your credentials and unless we are at fault, we cannot be held responsible for any unauthorised use of the InControl Services;
- (f) ensure that all Users use the InControl Package in accordance with these Terms and are made aware of these Terms and the Privacy Policy (including the way in which we collect and use data from the Vehicle);
- (g) be responsible for taking out your own insurance for your Vehicle. The InControl Services shall in no way constitute insurance services;
- (h) ensure that you turn on the “Valet Mode” on your Vehicle if you leave it with someone who you do not wish to have access to Wi-Fi Hotspot on the Vehicle;

- (i) be responsible for use of the 'remember me' function that applies to certain features of the InControl Package. This function enables you to remain automatically logged in on the Vehicle for more convenient access to the features. Please be aware that while this function is active any other person using the Vehicle will be able to view your stored settings, features and personal details in the Vehicle and use the InControl Services in the Vehicle as if they were you. You should ensure the 'remember me' function is disabled if you do not wish other Users to have access;
- (j) only use the InControl Connectivity Services for utilising and accessing the InControl Services;
- (k) inform us or an authorised retailer as soon as possible if you become aware of a security breach or any unauthorised use of the InControl Services;
- (l) be responsible for all Network Provider and data plan charges relating to your Personal SIM and Wi-Fi Hotspot (after any initial free trial period or inclusive data plan where applicable). This includes any Network Provider charges for international data roaming. Please be aware that a small amount of InControl Connectivity Services data will be sent over your Personal SIM when Mobile Data and/or the Wi-Fi Hotspot are enabled;
- (m) make yourself aware of, and comply with, all Fleet Owner requirements applicable to your use of the InControl Services on a Fleet Vehicle.

6.2 Some countries may prohibit or restrict the use of certain InControl Services (for example, the remote engine start function). You must make yourself aware of, and you must comply with, all local laws in each country in which you intend to use or are using the InControl Services.

6.3 You must not:

- (a) copy the InControl Remote App except where such copying is incidental to normal use of the InControl Remote App, or where it is necessary for the purpose of back-up or operational security;
- (b) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the InControl Remote App or the My InControl website;
- (c) make alterations or modifications to the whole or any part of the InControl Remote App or the My InControl website, or permit the InControl Remote App or the My InControl website or any part of them to be combined with, or become incorporated in, any other programs;
- (d) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the InControl Remote App or the My InControl website or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the InControl Remote App or the My InControl website with another software program, and provided that the information obtained by you during such activities:

- (i) is used only for the purpose of achieving inter-operability of the InControl Remote App or the My InControl website with another software program;
 - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
 - (iii) is not used to create any software that is substantially similar to the InControl Remote App or the My InControl website.
- (e) use, or permit any other person to use, the InControl Package in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the InControl Remote App or the My InControl website or any operating system;
 - (f) infringe our intellectual property rights or those of any third party in relation to your use of the InControl Package (to the extent that such use is not licensed by these Terms);
 - (g) use the InControl Connectivity Services in a way that could damage, disable, overburden, impair or compromise our, or the Network Provider's systems or security or interfere with other users of the Network Provider;
 - (h) use the InControl Services or software in relation to Internet chat, peer to peer file sharing ("P2P"), bit torrent, or proxy server network; spamming, the sending of bulk unsolicited e-mails or commercial messages or maintaining any form of email server;
 - (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the SIMs or any software running on the SIMs;
 - (j) resell or use the InControl Package to provide any services to third parties other than occupants of the Vehicle at the time of using the InControl Package;
 - (k) use the Telematics SIM for any purpose other than for the InControl Connectivity Services and as may be specifically authorised by us from time to time;
 - (l) permit the use of the SIMs, so as to cause the operation of the Mobile Network or the quality of the Mobile Network to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;
 - (m) otherwise use or copy the SIMs except as expressly allowed under these Terms;
 - (n) use the InControl Connectivity Services in any way which involves the transmission of voice (including Voice Over Internet Protocol) other than Voice as defined above hereunder unless expressly agreed otherwise by us; or

- (o) use the InControl Services in any way which involves providing any service that allows access to a public IP or internet address either through a proxy gateway or some other means.

- 6.4 You are responsible, at all times, for your own and your passengers' safety when using the InControl Package as well as for the security of your Vehicle and belongings. You must only use the InControl Services, in particular the InControl Remote App services, when it is safe to do so. We cannot accept any responsibility for any death, injury or damage which is caused by your failure to comply with this clause.
- 6.5 In using the InControl Package, you acknowledge and agree that internet transmissions are never completely private or secure. Despite the appropriate and reasonable technical and organisational measures, we and our service providers have in place, we are unable to guarantee that any information submitted over the internet using the InControl Services cannot be accessed or intercepted by others. In the event of security compromises, we will inform you thereof in writing as soon as possible together with measures to be taken to restore the integrity of the secure storage system.
- 6.6 If a Personal SIM is originally supplied with the Vehicle and you choose to replace it with another Personal SIM, you will be responsible for all Network Provider and data plan charges relating to services and data transmissions enabled by that other Personal SIM. If you have a Fleet Vehicle you must check with the Fleet Owner before replacing the Personal SIM.

7. Intellectual Property Rights

- 7.1 You acknowledge that all intellectual property rights in the InControl Remote App and the My InControl website anywhere in the world belong to us or are licensed to us, that rights in the InControl Remote App are licensed (not sold) to you, and that you have no rights in, or to, the InControl Remote App other than in accordance with these Terms.
- 7.2 Some of the software components used in the InControl Remote App and the My InControl website are open source software and the intellectual property rights in them are owned by third parties. Except in the case of such open source software components, you acknowledge that you have no right to access any part of the InControl Package in source-code form.

8. Availability and use of the InControl Services

- 8.1 In order for you to use the InControl Services, your Vehicle must contain an embedded telematics device which receives Global Navigation Satellite System ("GNSS") signals and uses wireless communication networks to communicate with our service providers.
- 8.2 Subject to clauses 8.5, 8.6 and 8.7:
- (a) the InControl Remote App can be used in any country if you have data roaming enabled on your device or if you are connected to Wi-Fi;
 - (b) the "SOS Emergency Call" service will be available in South Africa, Namibia and Botswana;

- (c) the "Optimised Roadside Assistance" service will be available in the country in which you subscribed for the InControl Services as well as any other country covered by your Roadside Assistance.

8.3 The "Optimised Roadside Assistance" service will not be available whilst an active SOS Emergency Call is being made through the InControl Services.

8.4 If you have purchased Wi-Fi Hotspot or you use Wi-Fi Hotspot during an initial free trial period, please be aware that:

- (a) Wi-Fi connectivity may not always be available and will be dependent on the mobile signal of your Mobile Network operator;
- (b) Wi-Fi connectivity will not be available whilst any of the SOS Emergency Call or Optimised Roadside Assistance services are in use. Wi-Fi connectivity will also be unavailable for thirty minutes from the end of a SOS Emergency call and Optimised Roadside Assistance call .

Following an initial free trial period (where applicable) or the expiry of an inclusive data plan (where applicable) for Wi-Fi Hotspot, you will need to purchase a data plan from your chosen Mobile Network operator in order to continue using Wi-Fi Hotspot.

8.5 The InControl Services will be provided to you with reasonable skill and care and we will use reasonable endeavours to provide the InControl Services to you 24 hours a day, 7 days a week, however you acknowledge that:

- (a) we cannot guarantee that the InControl Services (or any of their functions) or the My InControl website will be error free or will be continuously available. The availability and functionality of any of the InControl Services will be dependent upon network coverage and other factors relating to your Vehicle. For example, the InControl Services may not be available in all areas (for example in remote or enclosed areas) and may be affected by obstructions such as hills, tall buildings and tunnels. In addition, 2G, 3G and/or 4G mobile signal or GNSS (e.g. GPS) may not always be available and can therefore impact operation and availability of the InControl Services. Please refer to the Vehicle's handbook for details of some of the factors that will affect the availability and functionality of the InControl Services;
- (b) the InControl Services may not operate if your Vehicle (and the telematics control unit in your Vehicle) has not been maintained and kept in a good working condition;
- (c) the operation of the "SOS Emergency Call" service and the "Optimised Roadside Assistance" service is dependent upon the telematics control unit in the Vehicle being fully operational. If, therefore, the telematics control unit is damaged or removed, the InControl Services will not be able to be provided;

- (d) the InControl Services may be subject to periods of disruption and/or downtime during periods of maintenance and/or modification to the InControl Services (including any telecommunications networks).

8.6 If you are a consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or software that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office or such South African equivalent institution established to assist with the protection of consumers and/or their personal information. Nothing in these Terms will affect these legal rights.

9. Service providers, local authorities and emergency services

9.1 In order to provide you with the InControl Services, we collaborate with different service providers (including Network Providers), law enforcement authorities and the emergency services. We may change our service providers from time to time.

9.2 We shall not be responsible for the acts or omissions of third party service providers or for the acts or omissions of law enforcement authorities or the emergency services.

9.3 Except where you enter into an agreement directly with a third party service provider, you will have no legal relationship with our service providers. You will not be a third party beneficiary of any agreement between us and the service providers.

10. Limitation of liability if you are a business customer (having purchased the vehicle for commercial purposes as opposed to purely personal use)

10.1 You acknowledge that the InControl Package has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the InControl Package meets your requirements.

10.2 We only supply the InControl Package for internal use by your business or organisation, and you agree not to use the InControl Package for any re-sale purposes.

10.3 Unless expressly provided for otherwise in South African consumer protection legislation, we shall not under any circumstances whatsoever have any liability to you (whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise) arising under these Terms or in connection with the InControl Package for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss or corruption of data or information;
- (e) loss of business opportunity, goodwill or reputation; or

(f) any indirect or consequential loss or damage.

10.4 Other than the losses set out in clause 10.3 (for which we are not liable), our maximum aggregate liability under these Terms and in connection with the InControl Package (whether in contract, tort (including but not limited to negligence) breach of statutory duty or otherwise) shall in all circumstances be limited to a sum equal to 100% of the fees paid by you to us for the InControl Package. This maximum cap does not apply to clause 10.5.

10.5 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

10.6 Subject to any statutory warranties in terms of South African consumer protection legislation, these Terms set out the full extent of our obligations and liabilities in respect of the provision of the InControl Package. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the provision of the InControl Package which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law. In the event of South African consumer protection legislation contradicting the requirements contained in these terms, the South African legislation will prevail.

11. Limitation of liability if you are a consumer

11.1 You acknowledge that the InControl Package has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the InControl Package meets your requirements.

11.2 Subject to clauses 11.3 and 11.5 below and any statutory requirements and/or warranties in terms of South African consumer protection legislation, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that your InControl Package was activated.

11.3 We only supply the InControl Package for domestic and private use. You agree not to use the InControl Package for any commercial, business or re-sale purpose, and we have no liability to you for any business losses whatsoever (including but not limited to loss of profit, loss of business, business interruption, or loss of business opportunity).

11.4 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence;

- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law or South African consumer protection legislation.

11.5 Unless expressly provided for otherwise in South African consumer protection legislation, our maximum aggregate liability under or in connection with these Terms and the InControl Package (whether in contract, tort (including but not limited to negligence) breach of statutory duty or otherwise), shall in all circumstances be limited to a sum equal to the fees paid by you to us for the InControl Package. This does not apply to the types of loss set out in clause 11.4.

12. Events Outside Our Control

12.1 For the purpose of this clause 12 an “Event Outside our Control” means any act or event beyond our reasonable control which adversely affects your use of the InControl Package, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks or acts or omissions of any law enforcement authority or the emergency services.

12.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside our Control.

12.3 If an Event Outside our Control takes place that affects the performance of our obligations under these Terms:

- (a) we will make reasonable efforts to inform you in accordance with clause 3.4 if there are any resulting material changes to the InControl Services you receive;
- (b) our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside our Control. Where the Event Outside our Control affects our performance of InControl Services to you, we will restart the InControl Services as soon as reasonably possible after the Event Outside our Control is over.

12.4 You may terminate the contract between you and us if an Event Outside our Control takes place and you no longer wish us to provide the InControl Services. If you have a Fleet Vehicle you must check with the Fleet Owner before terminating any InControl Services.

13. Termination or suspension of the InControl Services by us

13.1 In the event that you:

- (a) breach any of these Terms;
- (b) are a consumer and you become bankrupt; or

- (c) you are a business customer and your company, firm or organisation goes into liquidation or a receiver or an administrator is appointed over some or all of its assets,

we shall be entitled to immediately terminate or suspend your use of the InControl Services (or any part thereof) without prior notice to you. You will be liable to pay the reasonable costs that we incur as a result of such breach.

- 13.2 If you breach any of the terms contained in clause 6 above relating to the InControl Connectivity Services, our Network Provider shall be entitled to immediately suspend the InControl Connectivity Services without prior notice to you. You will be liable to pay the reasonable costs that our Network Provider incurs as a result of such breach.
- 13.3 We shall be entitled to immediately terminate your use of the InControl Services if we stop providing the InControl Services in your country or to our customers generally for any reason.

14. Termination of the InControl Services by you

- 14.1 Once you have activated the InControl Services, you may only terminate your InControl Services before the End Date if:
 - (a) we breach these Terms in any material way;
 - (b) you are a consumer and we go into liquidation or a receiver or an administrator is appointed over our assets;
 - (c) we change any of these Terms or the InControl Services to your material disadvantage, as provided in clause 3.4;
 - (d) we are affected by an Event Outside our Control, as provided in clause 12.4.

If you wish to terminate under this clause, you must notify us in accordance with clause 15. If you have a Fleet Vehicle you must check with the Fleet Owner before terminating any InControl Services.

- 14.2 When you no longer own or use your Vehicle (for example, if you sell the vehicle, your lease expires, or the vehicle is lost or stolen) you must:
 - (a) remove your Vehicle from your InControl Services account;
 - (b) where possible, delete your user profile and any stored settings, features, information and personal data from the Vehicle;
 - (c) where possible, ensure the 'remember me' function for certain features of the InControl Package is disabled and/or you have logged out from the features.
- 14.3 If you no longer own or use your Vehicle while a current subscription for the "SOS Emergency Call" service, and/or the "Optimised Roadside Assistance" service is in effect, those services will be provided to the new

User of the Vehicle for the remainder of that current subscription period, subject to the new User completing their own InControl Services account setup. To be able to use Wi-Fi Hotspot, the new User will need to complete their own InControl Services account setup and have an associated data plan.

14.4 On the End Date or earlier termination of your InControl Services:

- (a) all rights granted to you under these Terms shall cease;
- (b) you will no longer be able to access or use the InControl Services; and
- (c) you must immediately delete or remove the InControl Remote App from all devices upon which the InControl Remote App is installed, and immediately destroy all copies of the InControl Remote App then in your possession, custody or control.

However, a limited emergency call service may still be available as described in clause 4.6.

14.5 Following the End Date or earlier termination of your InControl Package, we may delete all records and data in our possession or control relating to your InControl Services without liability to you.

15. How to contact us

15.1 If you are a consumer and you have any questions or if you have any complaints, please contact an authorised retailer.

15.2 If you are a consumer and you wish to contact us in writing you can send this to us by hand or by post to an authorised retailer who will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by post to the address you provided to the authorised retailer from whom you purchased your Vehicle.

15.3 If you are a business customer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

16. Other important terms

16.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

16.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

- 16.3 The contract for the provision of the InControl Package is between you and us. No other person shall have any rights to enforce any of these Terms except that the Network Operator may enforce clause 13.2 against you.
- 16.4 The following clauses will continue to apply after the End Date or earlier termination: 5, 6, 7, 9.2, 10, 11, 12, 13, 14 and 16 of these Terms.
- 16.5 Each of the clauses in these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 16.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a breach of these Terms by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.
- 16.7 If you are a consumer, other than a business customer (defined below) please note that this contract between you and us for your use of the InControl Package is governed by English law. This means that any dispute or claim arising out of or in connection with these Terms will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction and as a consequence any dispute or claim arising out of or in connection with these Terms can be instituted in a South African Court and be governed by South African legislation or in Botswana or Namibian Courts should it be required by such applicable local legislation.
- 16.8 If you are a business customer (having purchased the vehicle for commercial purposes as opposed to purely personal use), these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales. However, should South African consumer protection legislation permit concurrent jurisdiction of South African Courts, we will respect such concurrent jurisdiction. Should Botswana and/or Namibian legislation also permit concurrent legislation, we will also respect such legislative requirements.