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InControl Package 條款與條件
自 2021 年 11 月 28 日起生效

1. 定義

1.1 在本「條款」中使用下列詞彙時，詞彙意義如下：

- (a) 「**車隊**」是由公司或其他機構（非個人）維護、擁有或出租的一隊車輛；
- (b) 「**車隊所有人**」是擁有、出租或管理「車隊」的公司或其他機構；
- (c) 「**車隊車輛**」是屬於「車隊」的「車輛」。例如，這可能包括受租賃契約規範的「車輛」、租車公司提供給您的租賃車輛、雇主提供的「車輛」，或由我方或我們所授權的代理商暫時出借給您的「車輛」；
- (d) 「**香港**」指中華人民共和國香港特別行政區；
- (e) 「**InControl Connectivity 服務**」是由「網路服務公司」透過於「車輛」中安裝並啟動的「資訊通訊 SIM 卡」，針對「SOS 緊急通報」服務、「優化道路救援」服務與「InControl Secure Tracker/Secure Tracker Pro」服務，或透過「InControl Remote 應用程式」提供的服務，往來傳輸資料、SMS 與語音的服務；
- (f) 「**InControl Package**」係指「InControl 服務」、「InControl Remote 應用程式」與「My InControl 網站」；
- (g) 「**InControl Remote 應用程式**」是您從「線上商店」（如下方第 2.1 條所定義）下載的智慧型手機應用程式，該應用程式讓您可使用「Remote Essentials」功能，並且根據您的訂閱而定，可能亦可使用「Remote Premium」功能；
- (h) 「**InControl 服務**」是「InControl」服務，可能（根據您車輛的車款與訂閱而定）包括：(i) 透過「InControl Remote 應用程式」與「My InControl 網站」提供的服務；(ii) 「SOS 緊急通報」服務（包括「InControl Connectivity 服務」）；(iii) 「優化道路救援」服務（包括「InControl Connectivity 服務」）；以及 (iv) 「InControl Secure Tracker/Secure Tracker Pro」服務（包括「InControl Connectivity 服務」）；
- (i) 「**My InControl 網站**」是您可從該處存取「InControl 服務」帳戶與使用特定「InControl 服務」的網站；
- (j) 「**行動網路**」是提供「InControl 服務」所使用的行動電信網路；
- (k) 「**網路服務公司**」是提供「InControl Connectivity 服務」的「行動網路」業者，或是為 Wi-Fi 熱點（如適用）提供連線的「行動網路」業者；

- (l) 「個人 SIM 卡」是安裝至「車輛」內的用戶身分識別卡，以啟用傳輸「Live」服務與 Wi-Fi 熱點的資料。根據您「車輛」的車款及所在國家或地區而定，「個人 SIM 卡」是隨車輛提供，或由您另外購買並提供；
- (m) 「SIM 卡」是「資訊通訊 SIM 卡」與「個人 SIM 卡」；
- (n) 「資訊通訊 SIM 卡」係指內建於「車輛」內之用戶身分識別卡，以啟用「InControl Connectivity 服務」；
- (o) 「使用者」是使用「InControl Package」（或其中任何部分）的個人，包括「車輛」的任何乘客；
- (p) 「車輛」是目前對「InControl 服務」具有有效訂閱的車輛；
- (q) 「語音」是您透過「資訊通訊 SIM 卡」向緊急服務與／或道路救援服務供應商以及／或我方不時向您告知的我方其他服務供應商，撥打語音通話的連線能力，或是透過該等「資訊通訊 SIM 卡」接收來自緊急服務以及／或該等服務供應商之語音通話的連線能力；
- (r) 「我們／我方／我們的」係指 Jaguar Land Rover Limited（英格蘭公司編號 1672070），登記辦公室地址為：Abbey Road, Whitley, Coventry, CV3 4LF。
- (s) 您／您的係指做為「車輛」主要使用者的個人。例如，私人購買並擁有「車輛」的個人、根據「車輛」租賃合約為個人租賃人、雇主「車輛」的經授權使用者、租車公司向其提供租賃「車輛」的個人，或由我方或我們授權之代理商暫時向其出借「車輛」的個人。

1.2 本「條款」內所使用之「書寫」、「書面」等詞彙包括電子郵件在內，除非另有說明。

1.3 本條款不適用於配備 InControl Touch Pro 或 PIVI 資訊娛樂系統「車輛」上的 Wi-Fi 熱點。請參閱 InControl Touch Pro 及 PIVI 「功能條款」。

2. 重要：請詳閱本「條款」，並確保於啟動及使用您的「INCONTROL PACKAGE」前已理解本「條款」。請您特別注意第 6 條與第 8 條中的使用條件，以及第 10 條與第 11 條中的我方責任限制。

2.1 您接受本條款與條件（「條款」）即構成您與我方之間的法律協議。我們依本條款授權您與任何其他使用者使用「InControl Package」，且該等使用受您下載「InControl Remote 應用程式」之相關行動應用程式供應商網站（「線上商店」）適用的任何規則與政策規範。如果「InControl Remote 應用程式」包括任何開放來源軟體，則開放來源授權之條款優先於「條款」部分內容。

2.2 車隊車輛

如果您是配備 InControl 之「車隊車輛」的使用者，則本「條款」亦適用於您。使用「InControl 服務」（包括駕駛啟動「InControl 服務」之「車隊車輛」），即代表您接受並同意遵守「條款」與我們的「隱私權政策」，即使您並未親自購買或租賃「車輛」或訂購「InControl 服務」。

請注意，「車隊所有人」可能具有會影響您在「車隊車輛」上使用「InControl 服務」的條款與條件、政策或程序。您有責任向「車隊所有人」洽詢在「車隊車輛」上使用「InControl 服務」的相關事宜。

2.3 若您不同意本「條款」，您將無法啟動您的「InControl Package」，我方即不對您授權使用「InControl Package」。

2.4 您應列印本「條款」以供未來存查。在「My InControl 網站」上提供了「條款」目前版本的副本。

3. 條款與 InControl Package 的變更

3.1 我們可能隨時變更「條款」，並傳送內含變更詳細資料的電子郵件給您，或在您下次起動「InControl Remote 應用程式」或登入「My InControl 網站」時向您通知變更。新條款會顯示在螢幕上，您必須在閱讀並接受後，才可繼續使用「InControl Package」。

3.2 「InControl Remote 應用程式」的更新可能會不時透過「線上商店」發行，並會向您安裝了「InControl Remote 應用程式」的裝置發出通知。根據更新而定，您可能必須在下載了最新版本的「InControl Remote 應用程式」並同意任何新條款後，才可使用「InControl Remote 應用程式」。

3.3 我們可能會在下列情況時變更「InControl 服務」：

(a) 服務供應商變更；以及／或

(b) 有法規變更或法律變更，致使我們必須變更「InControl 服務」；以及／或

(c) 針對功能進行修改以及改善「InControl 服務」。

3.4 我們將盡合理努力通知您任何對您所接收的「InControl 服務」產生重大影響之變更。

3.5 如果您是消費者，您可以在「條款」或「InControl Package」對您造成重大不利時，終止「InControl 服務」。在該等情況下，如果您是「車輛」的第一所有人，您必須通知購買或租賃「車輛」的來源授權代理商，其會將您預先支付購買「InControl 服務」但未使用的任何金額退還給您。如果您擁有「車隊車輛」，則您必須在終止任何「InControl 服務」前，先向「車隊所有人」洽詢。

4. 我們提供「InControl 服務」的期間

4.1 完成設定您的「InControl 服務」帳戶後，我們會傳送確認電子郵件給您，告知「InControl 服務」已開始請注意，在設定您的「InControl 服務」帳戶前，「SOS 緊急通報」服務會以有限的非個人化方式先行啟動。

4.2 「InControl 服務」的提供會於您目前訂閱期間之到期日時結束（「結束日」），除非您選擇續訂（如第 4.3 條所述）至「結束日」之後，或是我們或您根據第 13 條或第 14 條提早終止「InControl Package」。針對「SOS 緊急通報」、「優化道路救援」與「InControl Secure Tracker／Secure Tracker Pro」，在「My InControl 網站」上會顯示其「結束日」。但是，仍可提供有限的緊急通報服務（見下文第 4.6 條）。

4.3 「My InControl 網站」上會提供續訂「InControl 服務」的相關資訊，或是透過「InControl Remote 應用程式」或電子郵件通知提供。如果您擁有「車隊車輛」，則您必須在續訂任何「InControl 服務」前，先向「車隊所有人」洽詢。

4.4 請注意，如果您從您的「InControl 服務」帳戶移除「車輛」，則「SOS 緊急通報」、「優化道路救援」與「InControl Secure Tracker／Secure Tracker Pro」將會自動結束。

4.5 如果您不再擁有或使用您的「車輛」（例如，假設您賣出「車輛」、租約到期，或「車輛」遺失或遭竊），則您必須從您的「InControl 服務」帳戶移除「車輛」。您可透過「My InControl 網站」進行前述作業。如果您未移除「車輛」，您將需要繼續負責因「車輛」而產生之所有「InControl 服務」費用（如有）。在您賣出或轉讓「車輛」前，您有責任在設備允許的程度下，移除您儲存在「車輛」與「InControl Package」上的所有資料與內容（包括任何個人資訊）（如有）。在交付「車輛」時，您必須向接收者告知任何仍在啟用中的「InControl 服務」或功能，且您必須讓接收者知曉該等「InControl 服務」或功能會收集、使用與分享資料，如同本「條款」與我們的「隱私權政策」所述。

4.6 訂閱結束後之有限緊急通報

若您未於「InControl Protect」或「Remote」訂閱中續訂「SOS 緊急通報」服務，則有限緊急呼叫通報功能將於原始製造商之車輛保固期開始後十年內維持有效。您的「車輛」與緊急服務與／或 Jaguar Land Rover 之間的「連線」將會持續，並在緊急情況下觸發啟動。具體而言，若車輛感測器（包括例如觸發啟用「車輛」之安全氣囊）檢測到疑似已發生的事故，車輛會自動發出通報以聯絡緊急服務，或您可透過位於頂置控制台的「SOS 緊急通報鈕」手動發出緊急語音通報請求服務。

若您的「車輛」與您的「InControl 帳戶」相連結，則您的個人聯絡方式仍可用於緊急服務。若您想從「InControl 帳戶」中刪除「車輛」，可透過「My InControl 網站」進行作業。一旦您從「InControl 帳戶」中移除「車輛」、緊急服務與／或 Jaguar Land Rover 將無法再存取您的個人聯絡方式（姓名、地址、智慧型手機號碼）。這表示只有在緊急通報時，才會透過您的「車輛」聯絡或尋找您的位置。您的個人資訊會持續用於「InControl Package 隱私權政策」中規定的有限緊急通報服務，且本「條款」將持續適用。

5. 您的個人資訊

5.1 我們會根據「InControl 隱私權政策」之條款使用個人資料，該政策可於下列網址查詢：
<https://incontrol.jaguar.com/jaguar-portal-owner-web/about/privacy-policy/HKG> 或
<https://incontrol.landrover.com/jlr-portal-owner-web/about/privacy-policy/HKG>。

5.2 為了向您提供「InControl 服務」，我方與我們的服務供應商必須利用從您的「車輛」所傳送的位置資料。我們一律會追蹤車輛最後的停車位置（且您無法關閉該功能），不過您可隨時透過「My InControl 網站」與「InControl Remote 應用程式」，關閉「InControl 服務」旅程追蹤功能（「旅程」），如此會防止車輛傳送任何「旅程資訊」（如「隱私權政策」中所定義）（但是車輛最後的停車位置除外）。請注意，如果您從您的「InControl 服務」帳戶移除「車輛」，則「SOS 緊急通報」、「優化道路救援」與「InControl Secure」將會自動結束。請注意，「InControl Secure Tracker／Secure Tracker Pro」與「SOS 緊急通報」功能會在發生相關觸發事件時自動啟動，如您的車輛於點火開關關閉時遭拖吊，移動時觸發「InControl Secure Tracker／Secure Tracker Pro」，或啟用車輛之安全氣囊等，皆屬前述觸發事件。如需相關觸發事件的完整詳細資料，請參閱「車輛」手冊。即使您尚未啟動「InControl 服務」帳戶，車輛仍會以有限緊急通報功能自動撥出電話以聯絡緊急服務，或您可以手動撥出語音電話至緊急服務。進行該等通話可能會傳輸資訊，包括向我們與／或我們的緊急服務供應商傳送車輛位置、時間與車輛識別碼。接受本條款，即代表您同意以此方式使用位置資料。對於您就「車輛」相關位置資料與我們從您所收集之個人資料，向我們所做的同意，您有權利隨時聯絡授權代理商撤銷該等同意，但是請注意，這可能代表您無法再獲得「InControl 服務」。

6. 您對「InControl Package」的使用

6.1 您必須：

- (a) 運用「InControl 使用者指南」提供的指示，盡快設定您的「InControl 服務」帳戶。在完成整個設定程序後，「InControl 服務」才會啟動；
- (b) 僅將「InControl 服務」用於原本設計目的，且以合理方式使用（例如，「SOS 緊急通報」服務僅可用於實際的緊急情況、「優化道路救援」僅可用於實際的道路救援需求，且「InControl Secure Tracker/Secure Tracker Pro」服務僅可用於「車輛」實際與／或懷疑遭竊的相關情況）；
- (c) 在使用「InControl 服務」時，遵守所有相關交通法規，並遵守優良駕駛規範（包括但不限於在車輛內使用行動電話的相關規定）；
- (d) 確保您儲存在「InControl 服務」帳戶中的個人資訊正確、完整且為最新狀態，並在該等資訊有任何變更時，盡快透過「My InControl 網站」通知我們；
- (e) 將您的「InControl 服務」使用者名稱、密碼與 PIN 保密，且確保其安全。請勿與任何人分享您的密碼或 PIN。我們或我們的任何服務供應商皆無義務查詢使用您的「車輛」、密碼或 PIN 的人士有無獲得授權。對於所有使用您的憑證之人士所採取的「InControl 服務」相關行動，您皆應負責，除非可究責我方，否則我們對任何未經授權的「InControl 服務」使用概不負責；
- (f) 確保所有「使用者」在使用「InControl Package」時皆依循「條款」，且已讓其知曉「條款」與「隱私權政策」（包括我們從「車輛」收集與使用資料的方式）；
- (g) 負責確保「車輛」已保險。「InControl 服務」不構成保險服務；
- (h) 確保您在「車輛」保養時開啟「保養模式」，以及在運輸「車輛」時開啟「運輸模式」，以防止竊盜警示遭啟動。您可透過「InControl Remote 應用程式」或「My InControl 網站」進行前述作業；
- (i) 確保您在將「車輛」留給不願讓其存取「Live」或 WiFi 熱點的人士時，開啟「代客停車模式」；
- (j) 負責使用適用於「InControl Package」特定功能的「記住我」。此功能讓您能在「車輛」中維持自動登入，更便於存取功能。請注意，啟用此功能時，使用車輛的任何其他人員將可檢視您在車輛中儲存的設定、功能與個人詳細資料，且可像您一樣使用車輛的「InControl 服務」。如果您不希望其他「使用者」有存取權，您應確保停用「記住我」功能；
- (k) 僅將「InControl Connectivity 服務」用於運用與存取「InControl 服務」；
- (l) 在您發現有安全性漏洞或任何未經授權使用「InControl 服務」的情況時，盡快通知我們或授權代理商；
- (m) 需負責支付您的「個人 SIM 卡」相關費用，以及使用 Wi-Fi 熱點所衍生之所有「網路服務公司」及數據方案費用（於最初免費試用期過後，或超過數據方案內含傳輸量後（如適用））。這包括

任何「網路服務公司」收取的國際數據漫遊費用。請注意，於啟用行動數據與／或 Wi-Fi 熱點時，會透過您的「個人 SIM 卡」傳輸少量「InControl Connectivity 服務」數據；且

(n) 知曉並遵守您在「車隊車輛」上使用「InControl 服務」時適用的所有「車隊所有人」要求。

6.2 部分國家與地區可能禁止或限制使用特定「InControl 服務」（例如：遠距引擎啟動功能）。您必須知曉且必須遵守您欲在該國家或地區使用或正使用「InControl 服務」的所有當地法規。

6.3 您不得：

- (a) 複製「InControl Remote 應用程式」，除非該等複製為正常使用「InControl Remote 應用程式」的附帶行為，或為了備份或操作安全而有此需要；
- (b) 出租、租賃、轉授權、出借、翻譯、合併、改寫、變更或修改「InControl Remote 應用程式」或「My InControl 網站」；
- (c) 對全部或部分的「InControl Remote 應用程式」或「My InControl 網站」進行變更或修改，或允許「InControl Remote 應用程式」或「My InControl 網站」或其任何部分與任何其他程式結合或整合至其他程式中；
- (d) 以全部或部分的「InControl Remote 應用程式」或「My InControl 網站」為基礎，進行拆解、反譯、逆向工程或建立衍生性作品，或嘗試進行前述行為，除非（依《Copyright, Designs and Patents Act 1988》（1988 年著作權設計專利法）第 296A 條）為了達到「InControl Remote 應用程式」或「My InControl 網站」與其他軟體程式之間的互通性，而必須進行前述行為，且您在該等活動期間所獲得的資訊：
 - (i) 僅用於達到「InControl Remote 應用程式」或「My InControl 網站」與其他軟體程式之間的互通性；
 - (ii) 在未經我們事先書面同意下，不得無謂地向任何第三方透露或傳達；且
 - (iii) 不會用於建立任何本質與「InControl Remote 應用程式」或「My InControl 網站」相似的軟體。
- (e) 以任何違法方式、為了任何違法目的，或以任何不符合本條款的方式使用或允許任何其他人員以前述方式使用「InControl Package」，或採取詐欺或惡意行動，例如駭入或將惡意程式碼（包括病毒或有害資料）置入「InControl Remote 應用程式」或「My InControl 網站」或任何作業系統；
- (f) 在使用「InControl Package」時，侵犯我們或第三方的任何智慧財產權（且該等使用未獲得本「條款」授權）；
- (g) 以可能造成我們或「網路服務公司」的系統或安全受損、停用、過載、損害或干擾「網路服務公司」其他使用者的方式，使用「InControl Connectivity 服務」；

- (h) 將「InControl 服務」或軟體用於與網路聊天、點對點檔案分享（「P2P」）、BitTorrent、作為代理伺服器網路、發送垃圾郵件、傳送未經收信人許可的大量郵件或廣告電子郵件、架設任何形式的電子郵件伺服器相關的行為；
- (i) 反向工程、反譯、解譯或嘗試導出「SIM 卡」或任何於「SIM 卡」上執行之軟體的原始程式碼或目的程式碼；
- (j) 在使用「InControl Package」時，轉售或使用「InControl Package」以向非「車輛」乘客的第三方提供任何服務；
- (k) 將「資訊通訊 SIM 卡」用於非「InControl Connectivity 服務」的任何目的，以及用於並非我們不時特別授權的目的；
- (l) 允許使用「SIM 卡」以危害、損害或中斷「行動網路」的運作或「行動網路」的品質，或干擾任何電信或 IT 網路或系統的安全；
- (m) 以並非本「條款」明確允許的其他方式使用或複製「SIM 卡」；
- (n) 在使用「InControl Connectivity 服務」時，除了前文定義之「語音」外，以任何方式涉及傳輸語音（包括網際網路協定通話技術），但我方明確同意者則不在此限；或
- (o) 在使用「InControl 服務」時，以任何方式涉及提供服務來允許透過代理閘道或其他某些方式，存取公用 IP 或網際網路地址。

6.4 在使用「InControl Package」時，您應對您自己與您的乘客的安全負責，且應對您的「車輛」與財產之安全負責。您僅可在安全時使用「InControl 服務」，特別是「InControl Remote 應用程式」服務。在法律允許的範圍下，對於因您未能遵守此條款而導致的任何死亡、傷害或損害，我方概不負責。

6.5 使用「InControl Package」時，您承認並同意網路傳輸並非完全私密或安全。即使我們的服務供應商與我方設有防護措施，我們無法保證在使用「InControl 服務」時透過網際網路傳輸的任何資訊，不會被他人存取或攔截。

6.6 如果「個人 SIM 卡」是原先連同車輛一起提供的配備，而您選擇以另一張「個人 SIM 卡」取代原有 SIM 卡，則您需負責該「個人 SIM 卡」啟用服務與資料傳輸時，所衍生之所有「網路服務公司」及數據方案的費用。如果您擁有「車隊車輛」，則您必須在取代「個人 SIM 卡」前，先向「車隊所有人」洽詢。

7. 智慧財產權

7.1 您承認在全球各地之「InControl Remote 應用程式」與「My InControl 網站」的所有智慧財產權皆屬我方所有或授權予我方，且「InControl Remote 應用程式」之權利為授權（而非出售）給您，並且除了根據「條款」之外，您於「InControl Remote 應用程式」中沒有任何權利，對「InControl Remote 應用程式」亦無權利。

7.2 「InControl Remote 應用程式」與「My InControl 網站」中使用的部分軟體元件為開放來源軟體，且其智慧財產權為第三方所有。除了該等開放來源軟體元件外，您承認您沒有權利以開放程式碼形式存取「InControl Package」的任何部分。

8. InControl 服務的可用性與使用

8.1 為了可使用「InControl 服務」，您的車輛必須包含內嵌式資通訊裝置，以接收全球定位系統（「GNSS」）訊號，以及使用無線通訊網路與我們的服務供應商通訊。

8.2 根據第 8.5、8.6 與 8.7 條規範：

- (a) 如果您的裝置啟用數據漫遊功能或您連線至 Wi-Fi，則在大多數國家與地區皆可使用「InControl Remote 應用程式」；
- (b) 在車輛規格設計為可使用「SOS 緊急通報」服務之國家或地區中，以及在支援緊急電話號碼 112 的國家與地區中，可使用「SOS 緊急通報」服務。請注意，在支援緊急電話號碼 112 的國家與地區中，僅會撥打語音通話，而不會傳送位置資訊；
- (c) 在車輛規格設計為可使用「優化道路救援」服務之國家或地區中，以及在受到「道路救援」涵蓋的國家或地區中，可使用「優化道路救援」服務；
- (d) 在車輛規格設計為可使用「InControl Secure Tracker/Secure Tracker Pro」服務之國家以及歐洲經濟區（EEA）與英國中，可使用「InControl Secure Tracker/Secure Tracker Pro」服務。

適用於您「車輛」與／或裝置的「InControl 服務」設計為可在香港運作。您可能發現部分「InControl 服務」在香港以外的地區仍可運作，但您應假定它在香港以外無法運作。

8.3 若您購買「InControl Secure Tracker/Secure Tracker Pro」服務：

- (a) 若您的「車輛」遭竊且您使用該服務，您必須立即通知警方並取得報案編號；
- (b) 您承認提供該服務是為了協助您追蹤「車輛」位置，且不包括或涵蓋實際拖救您的「車輛」。因此，對於您的「車輛」在該指明位置等待拖救或拖救期間所受到的任何損害，我們概不負責；
- (c) 我們無法保證使用該服務即可找到您的「車輛」，且對於遭竊車輛追蹤服務供應商或警方的行為或疏漏，我們概不負責；
- (d) 您承認購買該服務並未對警方加諸任何高於或不同於其對一般大眾所負有的照護責任；以及
- (e) 您無法從遭竊車輛追蹤服務供應商取得您的「車輛」位置。

8.4 您可選擇要啟動「保養模式」或「運輸模式」的期間。在所選期間結束後，該等功能即會自動停用。如果您「車輛」受到保養或運輸的時間超過該期間，您將需要重新啟動該等功能。

8.5 在透過「InControl 服務」進行有效的「SOS 緊急通報」期間，無法使用「優化道路救援」。

8.6 如果您購買了 Wi-Fi 熱點或於最初免費試用期期間使用 Wi-Fi 熱點，請注意：

- (a) Wi-Fi 連線並非一律可用，且需根據「行動網路」業者的行動訊號而定；且
- (b) 在使用任何「SOS 緊急通報」、「優化道路救援」或「InControl Secure Tracker／Secure Tracker Pro」服務時，無法使用 Wi-Fi 連線。在結束「SOS 緊急通報」與「優化道路救援」通話的三十分鐘內，或在我們的遭竊車輛追蹤服務供應商將有效「InControl Secure Tracker／Secure Tracker Pro」個案結案前，無法使用 Wi-Fi 連線；

在 Wi-Fi 熱點的最初免費試用期（如適用）過後，或適用 Wi-Fi 熱點之內含傳輸量的數據方案（如適用）到期後，您將需從您選擇的「行動網路」業者購買數據方案，以繼續使用 Wi-Fi 熱點。

8.7 「InControl 服務」會以合理的技能與注意向您提供，且我們會盡合理努力於一週 7 天、一天 24 小時提供「InControl 服務」，但是您承認：

- (a) 我們無法保證「InControl 服務」（或其任何功能）或「My InControl 網站」毫無錯誤，或可以持續使用。您是否可以使用任何「InControl 服務」或其中的功能，需根據網路涵蓋範圍以及與「車輛」相關的其他因素而定。例如，並非於所有地區皆可使用「InControl 服務」（例如在偏遠或封閉的地區），且可能會受山丘、高大建築及隧道等障礙物所影響。此外，行動訊號或「GNSS」（例如 GPS）並非隨時可用，因此可能會影響「InControl 服務」的運作與可用性。請參閱「車輛」的手冊，深入瞭解會影響「InControl 服務」之運作與可用性的部分因素；
- (b) 如果您的「車輛」（與「車輛」內的資訊通訊控制組）未受到維護與保持在良好運作狀態下，則「InControl 服務」可能不會運作；
- (c) 「SOS 緊急通報」服務、「優化道路救援」服務與「InControl Secure Tracker／Secure Tracker Pro」服務的運作，需仰賴「車輛」內之資訊通訊控制組的完整運作。因此，如果資訊通訊控制組受到損害或移除，將無法提供「InControl 服務」；且
- (d) 在對「InControl 服務」進行維護與／或修改的期間，可能會發生中斷與／或暫停提供「InControl 服務」的期間。

8.8 如果您是消費者，若您未善盡合理技能或注意進行維修，或用錯誤或不符規定的軟體，則您需擔負法律責任。「條款」中的任何規定概不影響法定權利。

9. 服務供應商、當地機關與緊急服務

9.1 為了向您提供「InControl 服務」，我們與不同服務供應商（包括「網路服務公司」）、執法機關與緊急服務合作。我們可能會不時變更服務供應商。

9.2 對於第三方服務供應商的行為或疏漏，或執法機關或緊急服務的行為或疏漏，我們概不負責。

9.3 除了您直接與第三方服務供應商簽訂合約之外，您與我們的服務供應商之間並無法律關係。您並非我們與服務供應商簽訂之任何合約的第三方受益人。

10. 如果您將 InControl Package 用於商業目的之責任限制

10.1 您承認「InControl Package」的開發並非為了符合您個人的要求，且因此您有責任確保「InControl Package」符合您的要求。

10.2 我們僅供應「InControl Package」給您的公司或組織在內部使用，且您同意不將「InControl Package」用於轉售目的。

10.3 在任何情況下，我們皆不為下列因本「條款」或與「InControl Package」相關而引起之情況負責（無論在契約中、民事侵權行為（包括但不限於疏忽）、違反法定責任或其他）：

- (a) 利潤、銷售、業務或獲利損失；
- (b) 業務中斷；
- (c) 預期收入損失；
- (d) 資料或資訊損失或毀損；
- (e) 商機、商譽或聲譽損失；或
- (f) 任何間接或連帶損失或損害。

10.4 除第 10.3 條所述之損失外，在所有情況下，根據本「條款」與「InControl Package」（無論在合約中、民事侵權行為（包括但不限於疏忽）、違反法定責任或其他），我們對您應負的最大總計責任概以您支付予我方之「InControl Package」100% 費用的總和為限。本上限不適用於第 10.5 條。

10.5 本「條款」中的任何規定概不得限制或免除我們對下列情況的責任：

- (a) 因我們的疏忽導致死亡或人身傷害；
- (b) 詐欺或詐欺性錯誤陳述；以及
- (c) 根據適用法律不得免除或限制的任何其他責任。

10.6 本「條款」制訂了我們提供「InControl Package」所需擔負的完整義務與責任。除本「條款」明述外，其他條件、擔保、陳述或其他條款，無論明示或暗示，概對我方不具約束力。凡暗指或納入與提供此「InControl Package」相關的任何條件、擔保、陳述或其他條款，無論根據成文法律、一般法律或其他法律，在法律允許的最大範圍下，一律排除在我們應負的責任之外。

11. 如果您以消費者身分使用 InControl Package 之責任限制

11.1 您承認「InControl Package」的開發並非為了符合您個人的要求，且因此您有責任確保「InControl Package」符合您的要求。

- 11.2 根據下方第 11.3 條與 11.5 條，如果我們未能遵守「條款」，對於因我方違反「條款」或我方疏忽而可預見之結果，導致您蒙受的損失或損害，應由我方負責，但對於非預見之結果導致的任何損失或損害，我們概不負責。屬於我們的漏洞所造成的必然結果，或於您的「InControl Package」啟動時，經您與我方仔細思考者，均屬可預見的損失或損害。
- 11.3 我們僅供應「InControl Package」做為家庭與私人之用。您同意不將「InControl Package」用於任何商業、業務或轉售目的，且對於您的任何業務損失（包括但不限於利潤損失、業務損失、業務中斷或損失商機），我們概不負責。
- 11.4 我們不以任何方式排除或限制對下列情況的責任：
- (a) 因我們的疏忽導致死亡或人身傷害；
 - (b) 詐欺或詐欺性錯誤陳述；以及
 - (c) 根據適用法律不得免除或限制的任何其他責任。
- 11.5 在所有情況下，根據本「條款」與「InControl Package」（無論在契約中、民事侵權行為（包括但不限於疏忽）、違反法定責任或其他），我們對您應負的最大總計責任概以您支付予我方之「InControl Package」費用的總和為限。本規定不適用於第 11.4 條所述的損失類型。

12. 我們無法控制的事件

- 12.1 就本第 12 條，「我們無法控制的事件」是任何超出我們合理控制外的行為或事件，導致對您使用「InControl Package」造成不利影響，包括但不限於罷工、停工或第三方的其他工業行動、民變、暴動、侵略、恐怖分子攻擊或恐怖分子攻擊威脅、戰爭（無論有無宣戰），或有戰爭、火災、爆炸、風暴、洪水、地震、地陷、流行病或其他自然災害之威脅或需對其做準備，或公共或私人電信網路或網際網路故障或中斷，亦或是執法機關或緊急服務的行為或疏漏，我們概不負責。
- 12.2 若因「我們無法控制的事件」，導致我們無法執行或延誤執行本「條款」所定之任何義務，我們概不負責。
- 12.3 如果發生「我們無法控制的事件」，導致影響執行本「條款」所定之義務：
- (a) 若您接收的「InControl 服務」有任何重大變更，我們將盡合理努力按照第 3.4 條向您通知；
 - (b) 我們於本「條款」所定之義務將暫停，且執行義務時間將根據「我們無法控制的事件」期間延長。若「我們無法控制的事件」影響我們為您執行「InControl 服務」，我們將在「我們無法控制的事件」結束後，合理地盡快重新啟動「InControl 服務」。
- 12.4 如果發生「我們無法控制的事件」，且您不再希望我們提供「InControl 服務」，您可終止您與我方之間的契約。如果您擁有「車隊車輛」，則您必須在終止任何「InControl 服務」前，先向「車隊所有人」洽詢。

13. 由我們終止或暫停 InControl 服務

- 13.1 若您發生下列情況：

- (a) 違反「條款」的任何部分；
- (b) 您為消費者且破產；或
- (c) 您為企業客戶，且您的公司、企業或組織進入清算，或有接管人或管理人指派至其部分或全部資產，

我們有權立即終止或暫停您對「InControl 服務」（或其任何部分）的使用，恕不事先通知。對於我們因該等違規行為而產生的合理費用，您應負責支付該等合理費用（包括我們為了移除用於提供「InControl 服務」而安裝於您「車輛」中之硬體，所產生的任何合理費用）。

- 13.2 若您違反前述第 6 條包含的任何「InControl Connectivity 服務」相關條款，我們的「網路服務公司」有權利立即暫停「InControl Connectivity 服務」，恕不事先通知。您應負責支付我們的「網路服務公司」因該等違規行為而產生的合理費用。
- 13.3 如果我們因任何原因，而停止於您所在國家或地區或為我們的客戶提供「InControl 服務」，我們有權立即終止您對「InControl 服務」的使用。

14. 由您終止 InControl 服務

14.1 在啟動「InControl 服務」後，您僅可於以下情況中，在「結束日」之前終止您的「InControl 服務」：

- (a) 我們以任何嚴重方式違反本「條款」；
- (b) 您是消費者，且我方進入清算，或有接管人或管理人指派至我們的資產；
- (c) 我們變更任何「條款」或「InControl 服務」，導致對您造成重大不利，如第 3.4 條所述；
- (d) 我們受到「我們無法控制的事件」的影響，如第 12.4 條所述。

如果您希望根據此條款進行終止，您必須依循第 15 條通知我們。如果您擁有「車隊車輛」，則您必須在終止任何「InControl 服務」前，先向「車隊所有人」洽詢。

- 14.2 如果您不再擁有或使用您的「車輛」（例如，假設您賣出車輛、租約到期、車輛遺失或遭竊），您必須：
- (a) 從您的「InControl 服務」帳戶移除「車輛」；
 - (b) 若可行，從「車輛」刪除您的使用者設定檔與任何儲存的設定、功能、資訊與個人資料；以及
 - (c) 若可行，確保用於特定「InControl Package」功能的「記住我」功能已停用，以及／或您已登出該等功能。

14.3 若您不再擁有或使用您的車輛，然而對「SOS 緊急通報」服務、「優化道路救援」服務與／或「InControl Secure Tracker／Secure Tracker Pro」服務的目前訂閱仍有效，則若新使用者完成其「InControl 服務」帳戶設定，將可於前述之當前訂閱之剩餘期間，向車輛之新使用者提供該等服務。為了能使用 Wi-Fi 熱點，新使用者將需要完成自己的「InControl 服務」帳戶設定，且擁有相關的數據方案。

14.4 在您的「InControl 服務」之「結束日」或提早終止時：

- (a) 根據「條款」授予您的所有權利皆會停止；
- (b) 您將無法再存取或使用「InControl 服務」；以及
- (c) 您必須立即從所有安裝「InControl Remote 應用程式」的裝置中刪除或移除「InControl Remote 應用程式」，並且立即銷毀您所擁有、保管或控制的「InControl Remote 應用程式」複本。

但是，如第 4.6 條所述，仍可提供有限的緊急通報服務。

14.5 在您的「InControl Package」的「結束日」或提早終止後，我們可能會刪除我們所擁有或控制之與您的「InControl 服務」相關的所有記錄及資料，且無須對您負責。

15. 如何聯絡我們

15.1 如果您是消費者且有任何問題或有任何投訴，請聯絡授權代理商。

15.2 如果您是消費者且希望以書面與我們聯絡，您可以透過專人或郵寄將相關事項傳送給我們，或郵寄至授權代理商，其將會以書面與您聯絡以確認收到前述事項。如果我們必須聯絡您或以書面通知您，我們會透過電子郵件、專人或郵寄至您向授權代理商購買「車輛」時對其提供的地址。

15.3 如果您是企業客戶，請注意任何您給予的通知或我們給予您的通知，概視為於張貼至我們網站上之際、傳送電子郵件的 24 小時後或郵寄出信函當天的三天後收到，且會立即迅速處理。在證明任何通知送達時，若為信函，則當該信函已適當標示地址、貼上郵票並放入信箱內，即足以做為證明；若為電子郵件，則當該電子郵件已傳送至指定收件人的電子郵件地址時，即足以做為證明。

16. 其他重要條款

16.1 我們得根據本「條款」將我們的權利與義務轉移至其他組織，但這不會影響您在本「條款」中的權利或我們的義務。

16.2 我們雙方必須以書面同意，您方能根據「條款」，將您的權利或義務轉移給他人。

16.3 提供「InControl Package」之契約為您與我方之間締結的契約。其他人士不具任何權利執行本「條款」任何部分，但「行動網路」業者可能對您執行第 13.2 條之情況除外。

16.4 在「結束日」或提早終止後，下列條款將繼續適用：本「條款」的第 5、6、7、9.2、10、11、12、13、14 與 16 條。

16.5 本「條款」中的每一項條款皆獨立運作。若有任何法院或相關機關判決有任何條款違法或無法執行，剩餘的條款仍保有全部效力。

16.6 如果我們無法堅持您履行本「條款」中的任何義務，或倘若我們未對您強制執行我們的權利，或者倘若我們延緩如此，並不代表我們放棄對您的所有權利，亦不代表您不需遵守本義務。倘若我們確實放棄追溯您違反「條款」的事實，我們僅會以書面證明，且這不代表我們會自動放棄追溯您後續任何違規行為。

- 16.7 如果您是消費者，請注意，您與我方之間就使用「InControl Package」所締結的契約，是由英國法律規範。這代表若因本「條款」或與本「條款」有關所引起的糾紛或索賠，概受英國法律所規範。您和我們雙方都同意，英格蘭與威爾斯法院擁有非專屬司法管轄權。
- 16.8 如果您是企業客戶，本「條款」、其標的與其他資訊（以及任何非合約的糾紛或索賠），概由英國法律規範。我們雙方同意英格蘭與威爾斯法院擁有專屬司法管轄權。
- 16.9 如果本「條款」的英文版本與中文版本不一致，將以英文版本為準。

InControl Package Terms and Conditions **Effective as of 28 November 2021**

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) **“Hong Kong”** means Hong Kong Special Administrative Region of the People’s Republic of China;
- (e) **“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, the “InControl Secure Tracker/ Secure Tracker Pro” service or the services provided via the InControl Remote App;
- (f) **“InControl Package”** means the InControl Services, the InControl Remote App and the My InControl website;
- (g) **“InControl Remote App”** means the smartphone 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;

- (h) **“InControl Services”** means the “InControl” services 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); (iii) the “Optimised Roadside Assistance” service (including the InControl Connectivity Services); and (iv) the “InControl Secure Tracker/ Secure Tracker Pro” service (including the InControl Connectivity Services);
- (i) **“My InControl website”** means the website from which you can access your InControl Services account and use certain InControl Services;
- (j) **“Mobile Network”** means the mobile telecommunications network(s) across which the InControl Services are provided;
- (k) **“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;
- (l) **“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 or region;
- (m) **“SIMs”** means the Telematics SIM and the Personal SIM;
- (n) **“Telematics SIM”** means the Subscriber Identity Module card which is built into the Vehicle to enable the InControl Connectivity Services;
- (o) **“User”** means any individual who uses the InControl Package (or any part of it) including any occupant of the Vehicle;
- (p) **“Vehicle”** means the vehicle in respect of which there is a current and valid subscription for the InControl Services;
- (q) **“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;
- (r) **we/us/our** means Jaguar Land Rover Limited (company number in England: 1672070) with registered office Abbey Road, Whitley, Coventry, CV3 4LF;
- (s) **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 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.

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", "Optimised Roadside Assistance" and "InControl Secure Tracker/ Secure Tracker Pro", 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 Information on how to renew your InControl Services will be made available on the My InControl website, via the InControl Remote App or by email notification. 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" and "InControl Secure Tracker/ Secure Tracker Pro" 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 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, smartphone 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/HKG> or <https://incontrol.landrover.com/jlr-portal-owner-web/about/privacy-policy/HKG>.

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", the "Optimised Roadside Assistance" or the "InControl Secure Tracker/ Secure Tracker Pro" function 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 “InControl Secure Tracker/ Secure Tracker Pro” and the “SOS Emergency Call” functions will be activated automatically upon the occurrence of a relevant trigger event such as your Vehicle being towed away with the ignition off, moved in a way that triggers InControl Secure Tracker/ Secure Tracker Pro, or the deployment of your vehicle’s airbags respectively. 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.

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, the “Optimised Roadside Assistance” service must only be used for actual roadside assistance needs and the “InControl Secure Tracker/ Secure Tracker Pro” service must only be used in relation to actual and/or suspected theft of your Vehicle);
- (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 ensuring the Vehicle is insured. The InControl Services shall in no way constitute insurance services;
- (h) ensure that you turn on the “Service Mode” when your Vehicle is being serviced and turn on the “Transport Mode” when your Vehicle is being transported in order to prevent the theft alert from being activated. This can be done via the InControl Remote App or the My InControl website;
- (i) 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;
- (j) 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;
- (k) only use the InControl Connectivity Services for utilising and accessing the InControl Services;
- (l) 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;
- (m) 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; and
- (n) 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 and regions 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 or region 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. To the extent permissible by law, we do not 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 safeguards 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.

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 most countries and regions 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 the country or region for which the vehicle's specification is designed as well as in countries and regions where the emergency telephone number 112 is supported. Note that in countries and regions where the emergency telephone number 112 is supported only a voice call will be made and location information will not be sent;
- (c) the "Optimised Roadside Assistance" service will be available in the country or region for which the vehicle's specification is designed as well as any other country or region covered by your Roadside Assistance;
- (d) the "InControl Secure Tracker/ Secure Tracker Pro " service will be available in the country for which the vehicle's specification is designed as well as across the European Economic Area (EEA) and the United Kingdom.

The InControl Services for your Vehicle and/or device are designed to operate in Hong Kong. You may find some InControl Services still operate outside Hong Kong, but you should assume that they will not.

8.3 If you have purchased the “InControl Secure Tracker/ Secure Tracker Pro” service:

- (a) in the event that your Vehicle is stolen and you use such service, you must immediately notify the police and obtain a crime reference number;
- (b) you acknowledge that such service is provided to assist you in tracking the location of your Vehicle and does not include or cover the actual recovery of your Vehicle. Accordingly, we cannot be held responsible for any damage incurred to your Vehicle pending or during the recovery of your Vehicle at the specified location;
- (c) we cannot guarantee that by using such service your Vehicle will be found and we will not be responsible for the acts or omissions of the stolen vehicle tracking service provider or the police;
- (d) you acknowledge that your purchase of such service does not impose upon the police any duty of care greater than or different from that owed to the public at large; and
- (e) you will not be able to obtain the location of your Vehicle from the stolen vehicle tracking service provider.

- 8.4 You can select the period for which “Service Mode” or “Transport Mode” is activated. These functions will be automatically disabled once the selected period has elapsed. If your Vehicle is being serviced or transported for longer than that period, you will need to re-activate the function.
- 8.5 The “Optimised Roadside Assistance” service will not be available whilst an active SOS Emergency Call is being made through the InControl Services.
- 8.6 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; and
 - (b) Wi-Fi connectivity will not be available whilst any of the SOS Emergency Call, Optimised Roadside Assistance or InControl Secure Tracker/ Secure Tracker Pro 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 or until our stolen vehicle tracking service provider closes an active InControl Secure Tracker/ Secure Tracker Pro case.

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.

- 8.7 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, a 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, the “Optimised Roadside Assistance” service, and the “InControl Secure Tracker/ Secure Tracker Pro” 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; and

- (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).

8.8 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. 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 use the InControl Package for business purposes

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 We shall not under any circumstances whatsoever have any liability (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; and
 - (c) any other liability that cannot be excluded or limited by applicable laws.
- 10.6 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.

11. Limitation of liability if you use the InControl Package as 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, 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; and
 - (c) any other liability that cannot be excluded or limited by applicable laws.

11.5 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 (including any reasonable costs that we may incur in relation to any removal of the hardware that is installed in your Vehicle for the purpose of providing the InControl Services).

- 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 region 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; and
 - (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, the "Optimised Roadside Assistance" service, and/or the "InControl Secure Tracker/ Secure Tracker Pro" 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, 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 to that the courts of England and Wales will have non-exclusive jurisdiction.
- 16.8 If you are a business customer, 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.
- 16.9 In case of any inconsistencies between the English version and the Chinese version of these Terms, the English version shall prevail.