

**InControl® Package Terms and Conditions**  
**Effective as of: 29 September 2019**

Your acceptance of these terms and conditions (“**Terms**”) forms a legal agreement between you and us setting the terms on which we provide a license for you to use the InControl Package.

**PLEASE NOTE THAT THESE TERMS CONTAIN PROVISIONS THAT GENERALLY REQUIRE THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS AND CLASS ACTIONS, AND ALSO LIMIT THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE. PLEASE SEE SECTION 18 BELOW, THE DISPUTE RESOLUTION AND ARBITRATION AGREEMENT, FOR MORE INFORMATION. BY ACCEPTING THESE TERMS, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE PROVISIONS OF THESE TERMS INCLUDING THE DISPUTE RESOLUTION AND ARBITRATION AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.**

**1. Definitions**

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

- (a) **“Data Plan”** means the connectivity provided pursuant to a contract, directly between you and the applicable Network Provider, to your Vehicle by a Network Provider;
- (b) **“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 in relation to the “SOS Emergency Call” service, the “Optimized Jaguar Assistance” / “Optimized Land Rover Assistance” roadside service, the “Stolen Vehicle Locator” service or the services provided via the InControl Remote App, and also the transmission of data, SMS and Voice by the Network Provider to and from the installed and activated Personal SIM in the Vehicle in relation only to any InControl Pro Features in your Vehicle, if applicable, depending on your Vehicle’s model and subscription;
- (c) **“InControl Package”** means, as applicable depending on your Vehicle’s make, model and subscription, the InControl Services, the InControl Remote App, Wi-Fi Hotspot functionality and the My InControl website;
- (d) **“InControl Remote App”** means the mobile phone application which you may download onto your mobile device and which enables you to use the “Remote” features;
- (e) **“InControl Services”** means the “InControl” services that you have subscribed to, which may (depending on your Vehicle’s make, 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 “Optimized Jaguar Assistance” / “Optimized Land Rover Assistance” roadside service (including the InControl Connectivity Services); (iv) the “Stolen Vehicle Locator” service (including the InControl Connectivity Services); (v) InControl Pro Features; and (vi) the “Live” functionality.

- (f) **“Live Features”** means, depending on your Vehicle’s make, model and subscription, the features that are available via the “Live” service, including all software, applications, functionality, images, text, data and other content forming part of or relating to those features. For clarity, Live Features require a Trial Plan or Data Plan, as applicable, to operate;
- (g) **“My InControl website”** means the website from which you can access your InControl Services account and use certain InControl Services;
- (h) **“Mobile Network(s)”** means the mobile telecommunications networks across which the InControl Services are provided to your Vehicle;
- (i) **“Network Provider”** means the Mobile Network operator(s) that is providing the InControl Connectivity Services and/or the Mobile Network operator(s) that is providing connectivity for the “Live” service, InControl Pro Features and Wi-Fi Hotspot functionality (including the Trial Plan), as applicable;
- (j) **“Personal SIM”** means the Subscriber Identity Module card, which is fitted into the Vehicle’s SIM card slot to enable transmission of data for the “Live” service, InControl Pro Features and Wi-Fi Hotspot functionality. The Personal SIM (depending on your Vehicle’s make, model and subscription) is supplied with the Vehicle;
- (k) **“InControl Pro Features”** means certain navigation, voice dictation and/or media features which may (depending on your Vehicle’s make, model and subscription) be available on your Vehicle for your Vehicle’s warranty period. Upon the expiration of your Vehicle’s warranty period, you may choose to continue the functionality of your InControl Pro Features by purchasing a Data Plan for your Vehicle;
- (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) **“Trial Plan”** means the 3G network connectivity, which allows you to use the Live Features and Wi-Fi Hotspot functionalities, provided to your Vehicle by a Network Provider, if applicable depending on your Vehicle’s make, model and specifications, limited to the lesser of three (3) gigabytes or three (3) months of data usage, whichever comes first. Any appropriately equipped Vehicle is only eligible for one (1) Trial Plan, which Trial Plan is non-transferrable and shall be permanently and irrevocably terminated in the event of a sale of the Vehicle during the Trial Plan;
- (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 you have 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) **“Wi-Fi Hotspot”** means the in-car functionality provided by a Network Provider, either pursuant to a Trial Plan or a Data Plan, that allows you and your passengers to connect up to eight (8) devices to a Wi-Fi network to access the internet or share data between devices;
- (s) **we/us/our** means Jaguar Land Rover Limited, with registered office Abbey Road, Whitley, Coventry, CV3 4LF, United Kingdom, and Jaguar Land Rover North America, LLC, located at 100 Jaguar Land Rover Way, Mahwah, New Jersey 07495-1100; and
- (t) **you/your:** the person, firm, company or organization that is the owner or lessee of the Vehicle and/or purchaser of the InControl Package.

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

1.3 For Wi-Fi Hotspot on Vehicles equipped with InControl Touch Pro or Pivi Pro infotainment systems, please refer instead to the InControl Touch Pro and Pivi Pro Feature Terms.

## 2. **IMPORTANT NOTICE: PLEASE READ CAREFULLY BEFORE ACTIVATING YOUR INCONTROL PACKAGE AND BEFORE DOWNLOADING, INSTALLING, OR USING THE InControl REMOTE APP:**

2.1 You affirm that you are either more than 18 years of age, an emancipated minor, or possess legal parental or guardian consent, and are fully able and competent to enter into, abide by, and comply with the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, including the Privacy Policy.

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 We license 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 any online store from which you download the InControl Remote App or the relevant provider of any Live Features. If any open-source software is included in the InControl Remote App or the Live Features, the terms of an open-source license may override some of these Terms as applied to the open-source software. To the extent that you have separately contracted with a Network Provider for any connectivity services relating to the InControl Package (e.g., Wi-Fi Hotspot connectivity), your use of the InControl Package is also subject to your terms of service with your Network Provider.

- 2.3 PLEASE READ THESE TERMS CAREFULLY AND MAKE SURE THAT YOU UNDERSTAND THEM BEFORE COMPLETING THE ACTIVATION OF YOUR INCONTROL PACKAGE.
- 2.4 These Terms also apply to you if you are the User of an InControl-equipped Vehicle that is part of a “fleet.” A fleet is a group of Vehicles that are maintained, owned or leased by a third-party business or other entity and not by an individual or family. For example, this may include a rental Vehicle provided to you by a rental company, a Vehicle made available to you by your employer that maintains multiple cars for employee use, or a Vehicle provided to you by one of our authorized retailers on a temporary loan basis. By using any InControl Services, including by driving a fleet Vehicle with active InControl Services, you accept and agree to be bound by these Terms, even if you did not personally purchase or lease the Vehicle or order InControl Services. You also agree to the terms of our Privacy Policy.
- 2.5 BY CHECKING THE BOX TO CONFIRM THAT YOU AGREE TO THESE TERMS AND CONDITIONS (WHICH IS REQUIRED TO ENABLE YOU TO USE THE INCONTROL PACKAGE) YOU AGREE TO THESE TERMS AND THE InControl PRIVACY POLICY, WHICH IS INCORPORATED HEREIN BY REFERENCE, AS WELL AS THE SESSION BASED WIRELESS DATA SERVICES AGREEMENT OF AT&T MOBILITY LLC, WHICH IS ALSO INCORPORATED HEREIN BY REFERENCE, AND CAN BE FOUND HERE (<http://www.att.com/legal/terms.sessionBasedWirelessDataServicesAgreement.html>), AND THE PRIVACY POLICY OF AT&T MOBILITY LLC, WHICH CAN BE FOUND HERE (<http://www.att.com/privacy>). AS OF THE DATE OF THESE TERMS, AT&T MOBILITY LLC IS THE NETWORK PROVIDER FOR InControl PRO FEATURES AND WI-FI HOTSPOT (INCLUDING THE TRIAL PLAN).
- 2.6 IF YOU DO NOT AGREE TO THESE TERMS YOU WILL NOT BE ABLE TO ACTIVATE YOUR INCONTROL PACKAGE AND WE WILL NOT LICENSE THE USE OF THE INCONTROL PACKAGE.
- 2.7 NOTE THAT ONCE YOU HAVE ACTIVATED YOUR INCONTROL PACKAGE, THE INCONTROL SERVICES WILL, IN MOST CASES, COMMENCE THE SAME DAY AS ACTIVATION.
- 2.8 IF YOU NO LONGER OWN OR USE YOUR VEHICLE (FOR EXAMPLE, IF YOU SELL YOUR VEHICLE, IF YOUR LEASE EXPIRES, IF YOUR VEHICLE IS LOST OR STOLEN AND NOT RECOVERED OR IF YOU OTHERWISE TRANSFER OWNERSHIP OF YOUR VEHICLE) IT IS YOUR RESPONSIBILITY TO 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-related 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 system before you sell or transfer your Vehicle, to the extent permitted by the equipment. You must also notify the new owner of the Vehicle if any services or features are active when you transfer the Vehicle, and you must disclose to the new owner that those services or features involve the collection, use and sharing of data as described in these Terms and the InControl Privacy Policy. Please be advised that removal of your Vehicle from your InControl Services Account will not terminate your account with the applicable Network Provider in the event that you have contracted directly with a Network Provider for a Data Plan. It is your responsibility to remove your Vehicle from any applicable Data Plan, or terminate your contract (as applicable) relating to your Vehicle, with any Network Provider with which you have contracted directly.

2.9 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. Variations to these Terms and the InControl Package**

3.1 We can change these Terms; change, add, or delete features provided in the InControl Package; and change the prices we charge for InControl Packages at any time. Except in the case of downloadable updates to the Live Features, which will be notified to you via the Live service on your Vehicle, we will make reasonable efforts to inform you of any such changes that materially affect the InControl Services you receive. Such notification may be in the form of sending an email to the address we have on file for you, via alerts when you use the InControl Remote App, or by posting amended terms on the My InControl website. Please ensure you read them, as they will apply to your continued use of the InControl Package. If we are required by law to do so, we will obtain your consent prior to the change coming into effect. Otherwise, your continued use of the InControl Services will constitute your consent to the amended terms.

3.2 Any change in prices for your Package will not take effect until the current term of your Package has expired. We may require you to read and accept new Terms to continue use of the InControl Package.

3.3 You can cancel this Agreement if you do not agree to a material change, but if you do not notify us within 30 days after we provide notice, or if you make use of the InControl Package following the posted notice of a change to these terms, the change will become part of these Terms.

3.4 If you do cancel your services in response to a material change and you are the first owner of your Vehicle, you must notify the authorized 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.

3.5 It is your responsibility to remove your Vehicle from any applicable Data Plan, or terminate your contract (as applicable) relating to your Vehicle, with any Network Provider with which you have contracted directly.

### **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 CERTAIN FUNCTIONALITY OF 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 Services are terminated earlier by either you or us in accordance with clauses 2.2, 13 or 14. For clarity, the End Date of any InControl Services that require connectivity to operate (including Live Features, Wi-Fi Hotspot functionality and browser) shall be the day on which your Trial Plan expires, unless you contract directly with the Network Provider for a Data Plan for your Vehicle in which case any InControl Services requiring connectivity shall continue to operate for as long as you have an active Data Plan. In the case of "SOS Emergency Call", "Optimized Jaguar Assistance" / "Optimized Land Rover Assistance", and "Stolen Vehicle Locator", the End Date is shown on the My InControl website. Connectivity for the InControl Pro

Features is provided to you for the duration of the warranty of your Vehicle, the expiration of which shall constitute the End Date for the InControl Pro Features. You may continue use of the InControl Pro Features, after the End Date, if you have an existing Data Plan. If you do not have an existing Data Plan, you may elect to purchase one directly from a Network Provider. All data used by such InControl Pro Features after the End Date, however, will be transmitted exclusively over your Data Plan, and additional charges and/or fees from your Network Provider may apply.

4.3 You will be able to renew the InControl Services through the My InControl website or by visiting one of our authorized retailers. Information on how to renew your InControl Services will be made available on the My InControl website.

4.4 Please be aware that your access to and use of “SOS Emergency Call”, “Optimized Jaguar Assistance” / “Optimized Land Rover Assistance” roadside service, “Stolen Vehicle Locator” services, InControl Pro Features and any Trial Plan will end automatically if you remove your Vehicle from your InControl Services account. PLEASE NOTE THAT CERTAIN FUNCTIONALITY OF THE “SOS EMERGENCY CALL” SERVICE MAY BE ACTIVE AFTER TERMINATION OF YOUR INCONTROL SERVICES ACCOUNT BUT ON A LIMITED NON-PERSONALISED BASIS AS PER SECTION 4.5 BELOW.

**5. Your personal information (including our collection of location information and information about how you drive your vehicle)**

5.1 We will use personal data in accordance with the terms of our privacy policy as attached and as updated from time to time and available on the My InControl website (“**Privacy Policy**”). The Privacy Policy is incorporated into these Terms by reference and applies to your use of the InControl Package. The Privacy Policy can be found at each of these links, depending on the applicable brand: <https://incontrol.jaguar.com/jaguar-portal-owner-web/about/privacy-policy/USA> or <https://incontrol.landover.com/jlr-portal-owner-web/about/privacy-policy/USA>. Please read the Privacy Policy carefully.

5.2 IN ORDER TO PROVIDE YOU WITH THE INCONTROL SERVICES WE AND OUR SERVICE PROVIDERS MAKE USE OF LOCATION DATA SENT FROM YOUR VEHICLE AND INFORMATION ABOUT HOW YOU DRIVE YOUR VEHICLE. WE WILL ALWAYS COLLECT THE LAST PARKED LOCATION OF THE VEHICLE (AND SUCH FUNCTIONALITY CANNOT BE SWITCHED OFF BY YOU UNLESS YOU CANCEL YOUR INCONTROL PACKAGE). WHEN THE “JOURNEY TRACKING” FUNCTION (“JOURNEYS”) IS ACTIVE, THE INCONTROL SERVICES MAY COLLECT LOCATION INFORMATION ON A MORE REGULAR BASIS. WHEN JOURNEYS IS TURNED ON, WE AND OUR SERVICE PROVIDERS MAY COLLECT INFORMATION ABOUT HOW YOU DRIVE YOUR VEHICLE, INCLUDING JOURNEY DISTANCE, THE DURATION OF THE JOURNEY, THE AVERAGE SPEED, AND DATA ABOUT THE VEHICLE’S FUEL EFFICIENCY. YOU CAN TURN OFF JOURNEYS AT ANY TIME VIA THE MY INCONTROL WEBSITE OR THE INCONTROL REMOTE APP. HOWEVER, CERTAIN EVENTS MAY ENABLE THE COLLECTION OF LOCATION INFORMATION EVEN WHEN JOURNEYS IS TURNED OFF.

- 5.3 EVEN IF YOU DECLINE ACCEPTANCE OF INCONTROL SERVICES, CERTAIN LIMITED CONNECTIVITY BETWEEN YOUR VEHICLE AND US AND/OR OUR EMERGENCY SERVICE PROVIDERS WILL CONTINUE, WHICH MAY 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 OUR EMERGENCY SERVICE PROVIDER VIA ACTIVATION OF THE "SOS EMERGENCY CALL" FUNCTION OR YOU MAY BE ABLE TO MANUALLY INITIATE A VOICE CALL FOR EMERGENCY SERVICES. THE OCCURRENCE OF SUCH A CALL MAY TRANSMIT INFORMATION, INCLUDING VEHICLE LOCATION, TIME, AND A VEHICLE IDENTIFIER, TO US AND/OR EMERGENCY SERVICE PROVIDERS.
- 5.4 Additionally, in using the InControl Package, you acknowledge and agree that internet transmissions and data security measures are never completely private or secure. You understand that any information submitted over the internet as part of the InControl Services may be read or intercepted by others.
- 5.5 Please consult the InControl Privacy Policy on My InControl website for more information regarding the collection, use, and sharing of information associated with your InControl Package.
- 5.6 Your consent to these Terms indicates your consent to the practices described in the InControl Privacy Policy.

## **6. Your obligations**

- 6.1 You must:
- (a) promptly set up your InControl Services account using the guidelines available from the owner's manual. The InControl Services will not be activated until the entire set up process is complete; In addition, for the Wi-Fi Hotspot (including Trial Plan) and "Live" service to become active you will need to complete the set up process in the Vehicle as indicated in the owner's manual;
  - (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 "Optimized Jaguar Assistance" / "Optimized Land Rover Assistance" roadside service must only be used for actual roadside assistance needs and the "Stolen Vehicle Locator" 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 username, password, and PINs for your InControl Services account secure and confidential. Do not share your password or PINs with anyone. Neither we nor any of our service providers, including the Network Provider(s), 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;

- (e) keep your personal information stored in your InControl Services account accurate, complete and up-to-date and must keep us informed of any changes to such information as soon as possible via the My InControl website;
- (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 data from the Vehicle);
- (g) be responsible for all charges, damages, and expenses arising from the acts or omissions of those who use your Vehicle, the InControl Services, your PINs, or other authentication information, even if you later claim that the use was not authorized;
- (h) be responsible for taking out your own insurance for your Vehicle, as the InControl Services shall in no way constitute insurance services. The payments you make for the InControl Services bear no relation to your Vehicle's value or that of any property you may keep in it. You are solely responsible for obtaining and maintaining insurance covering personal injury (including death), loss of property, and other risks covering yourself, those who operate your Vehicle, your passengers and anyone else claiming any damages, and release us from any such responsibility. No insurance company or insurer will be entitled to any right of subrogation against us or our service providers;
- (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 "Live" or 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, apps 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 to such stored information and details;
- (k) maintain your Vehicle and the InControl equipment in your Vehicle to ensure that InControl Services can be provided. Your Vehicle's electrical system must be functioning and must have connectivity to a Mobile Network for InControl Services to operate;
- (l) notify an authorized retailer if you purchase or lease a new or previously-owned Vehicle that has active InControl Services even though you have not registered for the InControl Services;
- (m) only use the InControl Connectivity Services for utilizing and accessing the InControl Services;

- (n) 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; and
- (o) be responsible for all Network Provider and Data Plan charges relating to your Personal SIM for the use of Live Features and Wi-Fi Hotspot (after any initial Trial Plan). This includes any Network Provider charges for international data roaming.

6.2 You must not:

- (a) copy the InControl Remote App, the data provided by the InControl Remote App or Live Features except where such copying is incidental to normal use of the InControl Remote App or Live Features, 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 Live Features or the My InControl website;
- (c) make alterations or modifications to the whole or any part of the InControl Remote App, or Live Features or the My InControl website, or permit the InControl Remote App, or Live Features 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 Live Features or the My InControl website or attempt to do any such thing;
- (e) submit any automated or recorded requests using the InControl Remote App;
- (f) access the InControl Remote App; My InControl website; or any data provided via the InControl Package in an unauthorized manner;
- (g) 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, Live Features or the My InControl website or any operating system;
- (h) attempt to circumvent any security safeguards or access control technologies included with the InControl Package;
- (i) 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);
- (j) knowingly take any action that would cause the InControl Remote App, InControl Data, or data provided via the InControl Package to be placed in the public domain;

- (k) resell the InControl Package or use it to provide any services to third parties other than occupants of the Vehicle at the time of using the InControl Package;
- (l) use the InControl Package for commercial use;
- (m) 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;
- (n) use the InControl Connectivity 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;
- (o) modify, adapt, alter, translate, or create derivative works from the SIMs;
- (p) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the SIMs or any software running on the SIMs;
- (q) use the Telematics SIM for any purpose other than for the InControl Connectivity Services and as may be specifically authorized by us from time to time;
- (r) use or 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 jeopardized, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;
- (s) otherwise use or copy the SIMs except as expressly allowed under these Terms;
- (t) use or permit the use of the Wi-Fi Hotspot, including the Trial Plan, for any unlawful purpose;
- (u) 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 (such agreement not to be unreasonably withheld); or
- (v) 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.

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

6.4 Users, including you, are responsible, at all times, for his/her own and his/her passengers' safety when using the InControl Package as well as for the security of his/her Vehicle and belongings and knowing the location of his/her Vehicle at all times. Users must only use the InControl Services, in particular the InControl

Remote App services and Live Features, when it is safe to do so. Users also remain responsible to follow the instructions and warnings in the vehicle owner's manual, as well as the following:

- Do not operate the remote engine start while the vehicle is in an enclosed space. Doing so can cause a build-up of highly toxic fumes which may cause unconsciousness or death.
- Do not operate the remote engine start when refuelling the vehicle. Doing so may cause fuel vapors to combust causing a fire/explosion.
- Do not adjust the Touch screen controls, or allow the system to distract the driver, while the vehicle is moving. Driver distraction can lead to accidents, causing serious injury or death.

WE CANNOT ACCEPT ANY RESPONSIBILITY FOR ANY DEATH, INJURY OR DAMAGE, WHICH IS CAUSED BY YOUR FAILURE TO COMPLY WITH THE ABOVE.

6.5 In using the InControl Package, you acknowledge and agree that internet transmissions are never completely private or secure. Despite the safeguards our service providers, including our Network Provider(s), and we have in place, we are unable to guarantee that any information submitted over the internet using the InControl Services and/or Wi-Fi Hotspot cannot be accessed or intercepted by others.

6.6 Removing, replacing or otherwise modifying the Personal SIM in the Vehicle, unless expressly authorized to do so by us and/or an authorized retailer, may disable certain InControl Package features including the Trial Plan, Wi-Fi Hotspot and/or InControl Pro Features, and/or may result in significant data usage charges. We cannot accept any responsibility for death, injury or damage caused by improper removal, replacement or modification of a Personal SIM. You will be held responsible for any and all damage, liabilities, costs (including costs of InControl Pro Features), expenses and risk, including without limitation all applicable charges from the Network Provider (or otherwise), caused by any User's, including your, failure to abide by the terms of this Section 6.6.

6.7 DEPENDING ON YOUR VEHICLE'S MODEL AND SUBSCRIPTION, YOUR VEHICLE MAY HAVE FUNCTIONALITY TO CONNECT TO EXTERNAL 802.11 b/g/n WIRELESS NETWORKS AND/OR TO HOTSPOTS SET UP FROM MOBILE DEVICES. IF YOU CONNECT TO AN EXTERNAL WIRELESS NETWORK, PLEASE NOTE THAT SUCH NETWORK MAY NOT BE SECURE. WE ARE NOT RESPONSIBLE FOR THE INTEGRITY OF ANY EXTERNAL WIRELESS NETWORK YOU CONNECT TO AND CANNOT GUARANTEE THE PRIVACY AND SAFETY OF YOUR DATA AND COMMUNICATIONS WHILE YOU ARE USING EXTERNAL WIRELESS NETWORKS. IT IS YOUR RESPONSIBILITY TO CONNECT ONLY TO EXTERNAL WIRELESS NETWORKS THAT YOU TRUST, AND WHICH HAVE AN ADEQUATE LEVEL OF SECURITY. WHILE USING THESE EXTERNAL WIRELESS NETWORKS, YOU SHOULD AVOID TRANSMITTING OR ACCESSING PERSONAL, CONFIDENTIAL OR FINANCIAL DATA.

## **7. Intellectual property rights**

7.1 You acknowledge that all intellectual property rights in the InControl Remote App, Live Features and the My InControl website anywhere in the world belong to us or are licensed to us, that rights in the InControl Remote App and Live Features are licensed (not sold) to you, and that you have no rights in, or to, the

InControl Remote App or Live Features other than the right to use each of them in accordance with these Terms.

- 7.2 Some of the software components used in the InControl Remote App, the Live Features 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.
- 7.3 If a third party claims that the My InControl website, InControl Remote App, Live Features, or data provided in the InControl Package infringes any third party's intellectual property rights, and to the extent that such infringement is not directly caused by any User's actions or omissions, we are solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. If an infringement of any intellectual property rights of a third party is found, your sole remedy is to either: (i) cease using the relevant InControl Service or (ii) if we choose to provide you with a non-infringing version of the relevant InControl Service, to use a non-infringing version.

## **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 (e.g., the Global Positioning System or GPS) and uses wireless communication networks to communicate with our service providers.
- 8.2 Subject to the other provisions of this Section 8 and the provisions of these Terms relating to End Dates, InControl Services shall be available as follows:
- (a) the InControl Remote App will be accessible from any country provided that you have a functioning device and that you have access to cellular data, Wi-Fi, or other networks facilitating communications;
  - (b) "SOS Emergency Call" and "Optimized Jaguar Assistance" / "Optimized Land Rover Assistance" roadside service will be available in the continental United States, Alaska, Hawaii, Puerto Rico and Canada;
  - (c) the "Stolen Vehicle Locator" service will be available in the continental United States, Alaska, Hawaii, Puerto Rico and Canada;
  - (d) the Live Features can be used in any country where the Network Provider(s) offer(s) suitable data connection, provided your Vehicle has an active Data Plan. Roaming and other charges may apply depending on the terms of your contract with the applicable Network Provider;
  - (e) the InControl Pro Features will be available in the continental United States, Alaska, Hawaii, Puerto Rico and Canada; and
  - (f) The InControl Services for your Vehicle and/or device are designed to operate in the countries for which your Vehicle's specifications are designed. You may find some InControl Services still

operate intermittently outside those countries, but you should assume that InControl Services will not be functional outside of those countries and additional data charges may apply.

8.3 For the “Stolen Vehicle Locator” 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. UNDER NO CIRCUMSTANCE SHOULD YOU ATTEMPT TO SEARCH FOR AND/OR FIND YOUR VEHICLE USING INFORMATION FROM THE STOLEN VEHICLE LOCATOR, AS DOING SO COULD BE DANGEROUS AND RESULT IN SERIOUS BODILY INJURY AND/OR DEATH;
- (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 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 locator service provider.

8.4 The “Optimized Jaguar Assistance” / “Optimized Land Rover Assistance” roadside service will not be available whilst an active emergency call is being made through the InControl Services and for a short period thereafter. The “Live” service and Wi-Fi Hotspot will not be available whilst an active SOS Emergency Call or Optimized Jaguar Assistance / Optimized Land Rover Assistance call is being made and for a short period thereafter.

8.5 Some InControl Services may involve voice recognition software. We cannot guarantee it will work with your voice.

8.6 Following the Trial Plan (where applicable) and/or the expiration of any applicable Data Plan (where applicable), you will need to purchase (or renew) a Data Plan from the applicable Network Provider to continue using the Wi-Fi Hotspot functionality and the Live Features.

8.7 If you use the Wi-Fi Hotspot during the Trial Plan or after having bought a Data Plan, please be aware that:

- (a) Wi-Fi connectivity may not always be available and will be dependent on the mobile signal of the Mobile Network operator;
- (b) Wi-Fi connectivity will not be available whilst any of the SOS Emergency Call, or Optimized Jaguar Assistance / Optimized Land Rover Assistance or Stolen Vehicle Locator services are in use. Wi-

Fi connectivity will also be unavailable for thirty (30) minutes from the end of a SOS Emergency call and Optimized Jaguar Assistance / Optimized Land Rover Assistance call;

8.8 When the mobile data setting is enabled on your Vehicle, a small amount (i.e., < 0.1 MB per day) of data from certain InControl Connectivity Services may be sent over your Personal SIM through your Data Plan.

8.9 We hereby make the following disclosures to you on behalf of AT&T Mobility LLC, a Network Provider hereunder, relating to data service provided by AT&T Mobility LLC pursuant to these Terms:

(i) YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING WIRELESS SERVICE CARRIER AND YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN JAGUAR LAND ROVER AND THE UNDERLYING CARRIER. YOU UNDERSTAND AND AGREE THAT THE UNDERLYING CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU. IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES DURING THE TWO-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.

(ii) YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE UNDERLYING WIRELESS SERVICE CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THIS AGREEMENT OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE DEVICE EXCEPT WHERE THE CLAIMS RESULT FROM THE UNDERLYING CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT.

(iii) YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO THE DEVICE AND UNDERSTAND THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME.

(iv) YOU UNDERSTAND THAT JAGUAR LAND ROVER AND THE UNDERLYING CARRIER CANNOT GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND WILL NOT BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

(v) THE SERVICE IS FOR YOUR USE ONLY AND YOU MAY NOT RESELL THE SERVICE TO ANY OTHER PARTY.

(vi) YOU UNDERSTAND THAT THE UNDERLYING CARRIER DOES NOT GUARANTEE ANY END USER UNINTERRUPTED SERVICE OR COVERAGE. THE UNDERLYING CARRIER DOES NOT WARRANT THAT END USERS CAN OR WILL BE LOCATED USING THE SERVICE. THE UNDERLYING CARRIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY

OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL AT&T BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, FOR ANY: (A) ACT OR OMISSION OF A THIRD PARTY INCLUDING, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; (B) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, FAILURES TO TRANSMIT, DELAYS, OR DEFECTS IN THE SERVICE PROVIDED BY OR THROUGH THE UNDERLYING CARRIER; (C) DAMAGE OR INJURY CAUSED BY SUSPENSION OR TERMINATION BY THE UNDERLYING CARRIER; OR (D) DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY, INCLUDING 911 OR ANY OTHER EMERGENCY SERVICE. TO THE FULL EXTENT ALLOWED BY LAW, THE END USER RELEASES, INDEMNIFIES AND HOLDS THE UNDERLYING CARRIER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF ANY PERSON OR ENTITY FOR DAMAGES OF ANY NATURE ARISING IN ANY WAY FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, SERVICES PROVIDED BY THE UNDERLYING CARRIER OR ANY PERSON'S USE THEREOF, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF THE UNDERLYING CARRIER.

8.10 You acknowledge that:

- (a) the InControl Services may not be available in all areas (for example in remote or enclosed areas, or where our service providers do not have coverage) and may be affected by obstructions such as hills, tall buildings and tunnels;
- (b) 2G, 3G and/or 4G mobile signal or GNSS (e.g. GPS) may not always be available (e.g., when the weather is poor; when your Vehicle is damaged; when the Network Providers' network(s) are inaccessible or down; or when buildings, geography, or natural structures obstruct communications) and can therefore impact operation and availability of the InControl Services;
- (c) the operation of the "SOS Emergency Call" service, the "Optimized Jaguar Assistance" / "Optimized Land Rover Assistance" roadside service, and "the Stolen Vehicle Locator" services is dependent upon the telematics control unit in the Vehicle being fully operational, and these services may not be available if the telematics control unit is destroyed, damaged or otherwise non-functional;
- (d) the InControl Services may not operate if your Vehicle (and the hardware in your Vehicle which is required to operate the InControl Services) has not been maintained and kept in a good working condition;
- (e) 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); and
- (f) we cannot guarantee that the InControl Remote App (or any functions of it) or the My InControl website will be error free or will be continuously available; the availability and functionality of any of the InControl Services and/or the Wi-Fi Hotspot will be dependent upon network coverage,

availability of a Mobile Network, your contract (where applicable) with the Network Provider and other factors relating to your Vehicle. 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.

- 8.11 We work with selected third-party providers to provide the InControl Pro Features. Some of these third-party providers have applicable end user terms and privacy policies relating to the InControl Pro Features. Any such applicable end user terms and privacy policies are incorporated by reference in their entirety into these Terms and can be found at [www.jaguarusa.com](http://www.jaguarusa.com) or [www.landroverusa.com](http://www.landroverusa.com), as applicable.

## **9. Live Features**

- 9.1 The "Live" service enables you to access Live Features on your Vehicle wherever and whenever you have an active Data Plan. We have selected and make available the Live Features to benefit our customers.
- 9.2 Live Features are either provided by us or by our authorised third party providers. Each Live Feature may be subject to the relevant third party provider's terms and conditions and privacy policies (which are separate to these Terms). Where applicable, you will need to read and accept them in order to access and use that Live Feature. For example, to use social media features, you will need your own account with the relevant social media provider and to accept their terms and privacy policies.
- 9.3 We are not responsible for any arrangements or agreements made between you and the third party app providers and they are entered into at your sole risk and expense. For example, you are responsible for payment of any charges for Live Features that you choose to download or subscribe to.
- 9.4 The choice of Live Features available for your InControl Package and Vehicle may be subject to change from time to time. We reserve the right to change, suspend, remove, or disable access to any Live Features at any time without notice.
- 9.5 We cannot guarantee the accuracy, quality, performance, availability, completeness, or reliability of any Live Features, nor that any of the Live Features will always be error free or up-to-date or permitted to use under local laws in all countries.
- 9.6 YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF OR RELIANCE UPON ANY INFORMATION OR CONTENT AVAILABLE THROUGH THE LIVE FEATURES IS SOLELY AND COMPLETELY AT YOUR OWN RISK AND RESPONSIBILITY. FURTHER, AS PART OF THE LIVE SERVICE, FROM TIME TO TIME WE MAY MAKE AVAILABLE UPDATES TO LIVE FEATURES THAT YOU CAN CHOOSE TO DOWNLOAD ON YOUR VEHICLE. BY ACCEPTING TO DOWNLOAD AN UPDATE, YOU AGREE TO THE UPDATE BEING INSTALLED ON YOUR VEHICLE AND ANY CHANGES IT MAKES TO THE LIVE FEATURES. PLEASE NOTE THAT SUCH UPDATES TO THE LIVE FEATURES ARE DOWNLOADED VIA YOUR PERSONAL SIM THROUGH YOUR TRIAL PLAN AND/OR DATA PLAN, AND AS SUCH, DATA CHARGES AND OVERAGE FEES MAY APPLY.

## **10. Service providers, local authorities and emergency services**

- 10.1 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.
- 10.2 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.
- 10.3 Except where you enter into an agreement directly with a third party service provider (e.g., the Network Provider for Wi-Fi Hotspot service), you will have no legal relationship with our service providers and will not be a third party beneficiary of any agreement between us and the service providers.
- 10.4 If we receive an SOS emergency call from your Vehicle, we will assume that an emergency exists.

## **11. Limitation of Liability / Disclaimer of Warranties**

- 11.1 These limitations of liability provisions apply to Users, you, anyone using or occupying your Vehicle or the InControl Services, anyone making a claim on your behalf, and claims made by others arising out of or relating to the provision of InControl Services.
- 11.2 TO THE EXTENT ALLOWED BY LAW, OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS THAT YOU MAY HAVE AGAINST US IS LIMITED TO NO MORE THAN THE PROPORTIONATE AMOUNT OF THE SERVICE CHARGES ATTRIBUTABLE TO THE AFFECTED PERIOD. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, MULTIPLE, OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATED TO PROVIDING OR FAILING TO PROVIDE SERVICES IN CONNECTION WITH THE InControl PACKAGE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF BUSINESS, OR COST OF REPLACEMENT PRODUCTS AND SERVICES.
- 11.3 YOU AGREE THAT NEITHER WE NOR ANY SERVICE PROVIDER WHO PROVIDES INFORMATION VIA THE InControl PACKAGE IS LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN THAT DATA OR INFORMATION.
- 11.4 NEITHER WE NOR OUR SERVICE PARTNERS WARRANT OR GUARANTEE THAT SERVICE WILL BE AVAILABLE AT ANY SPECIFIC TIME OR AT ALL TIMES OR AT OR TO ANY GEOGRAPHIC LOCATION, OR THAT THE SERVICE WILL BE PROVIDED WITHOUT INTERRUPTION, DELAY OR ERROR. NEITHER WE NOR ANY OF OUR SERVICE PARTNERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED ABOUT (1) THE EQUIPMENT OR ANY OTHER HARDWARE OR SOFTWARE USED WITH THE InControl PACKAGE; (2) THE InControl PACKAGE; (3) ANY DATA OR INFORMATION OR OTHER SERVICES PROVIDED THROUGH THE InControl PACKAGE. THIS INCLUDES, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THESE TERMS. WE EXPRESSLY DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES (TO THE

EXTENT PERMITTED BY LAW), NOR DO WE PERMIT OR AUTHORIZE ANYONE TO MAKE WARRANTIES ON OUR BEHALF.

- 11.5 You agree that neither we nor our subsidiaries, affiliates, parent companies, service providers, suppliers, or licensors are responsible for any damages resulting from: (a) a third parties act or omission; (b) providing or failing to provide InControl Services, including, but not limited to, deficiencies or problems with InControl equipment or network coverage (for example, dropped, blocked, interrupted Services, etc.); (c) traffic or other accidents, or any health-related claims relating to our InControl Services; (d) Data Content or information accessed while using our InControl Services; (e) an interruption or failure in accessing or attempting to access emergency services, including through 911, Enhanced 911 or otherwise; (f) interrupted, failed, or inaccurate location information services; (g) information or communication that is blocked by a spam filter; or (h) damage to your InControl equipment or any computer or equipment connected to your InControl equipment, or damage to or loss of any information stored on your InControl equipment, computer, or mobile device caused by your use of the InControl Services or from viruses, worms, or downloads of malicious content, materials, data, text, images, video, or audio. You should implement appropriate safeguards to secure your InControl equipment, computer, and mobile device and to back-up your information as appropriate.
- 11.6 You agree that neither we nor our subsidiaries, affiliates, parent companies, service providers, suppliers, or licensors are responsible for any damages resulting from the inability to contact service providers, including emergency service providers. For the purposes of this Section 11 only, Jaguar Land Rover North America, LLC's parents, subsidiaries and affiliates including, without limitation, Tata Motors Ltd., Jaguar Land Rover Ltd., and Jaguar Land Rover Canada ULC (collectively referred to in this Section 11 as the "**JLR Companies**") shall be third-party beneficiaries under the terms and protections in this Section 11. The disclaimers of warranties and limitations of liability set forth in this Section 11 shall extend to all JLR Companies.
- 11.7 For the purpose of this Section 11, an "Event Outside Our Control" means any act or event beyond our reasonable control, 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, regulatory, governmental or other legally-compelled changes to telecommunications systems necessary or germane to the operation of the InControl Package or acts or omissions of any law enforcement authority or the emergency services.
- 11.8 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 occurs due to an Event Outside our Control.
- 11.9 If an Event Outside our Control takes place that affects the performance of our obligations under these Terms:
- (a) We will contact you as soon as reasonably possible to notify you; and

- (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. Indemnification**

- 12.1 You agree to indemnify and hold harmless us, our parent companies, our affiliates, our subsidiaries, and our service providers and each of our or their respective affiliates, officers, directors, agents, partners and employees, from and against any and all liabilities, settlements, penalties, claims, causes of action, suits and demands (including any costs, expenses, or attorneys' fees on account thereof) (collectively "Claims") irrespective of the nature of the cause of such Claims, alleging loss, costs, expenses, damages, liabilities or injuries (including without limitation Claims for libel, slander, or any property damage, personal injury or death), that arise out of or relate to omissions or actions performed by you, any User, any occupant of your vehicle, or anyone using your InControl Package (including the use or misuse of InControl Services, violations of these Terms or any applicable law or regulation, or failure to provide appropriate notices regarding these Terms, including the InControl Privacy Policy).

## **13. Termination or suspension of the InControl Package by us**

- 13.1 We may terminate or suspend your InControl Package, in our discretion, including for network or system maintenance, improvement, congestion, or failure; if we suspect that you or others are using the InControl Package for any unauthorized or inappropriate purpose; as a result of your breach of these Terms; or for reasons unrelated to you or your account with us. If suspension or termination of the InControl Service occurs for any reason, you acknowledge and agree that you may not be able to access the InControl Service, including the emergency services. In addition, if we have reason to believe that you no longer own or lease your vehicle, we may terminate your InControl Package. If we terminate your InControl Package for convenience, you will be entitled to a refund of the pre-paid, unused portion of your InControl Package.
- 13.2 In the event that we terminate your InControl Package for a breach of any of these Terms (including without limitation the terms of our various service providers incorporated by reference herein), we shall be entitled to immediately terminate or suspend your use of the InControl Package (or any part thereof) without prior notice to you. You may 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).
- 13.3 If you breach any of the terms and conditions contained in Sections 6 or 8 above, our Network Provider(s), as applicable, shall be entitled to immediately suspend the InControl Connectivity Services, Trial Plan and/or the data service required for InControl Pro Features without prior notice to you. You may be liable to pay the reasonable costs that our Network Provider incurs as a result of such breach.
- 13.4 You do not have any right to have your InControl Package reactivated, even if you cure any of the issues that resulted in the termination or suspension of your InControl Package. It is solely our decision as to

whether to allow you to have InControl Services again, and we have the right to charge you a reactivation fee.

13.5 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.

13.6 In the event of a discontinuation or change of necessary telecommunications systems and services (e.g., if the Network Provider sunsets, terminates or restricts wireless services of the type used by the InControl Services and/or your Vehicle), you are solely responsible for replacing, as well as for the cost of replacing, any equipment that is necessitated as a result of such change or discontinuation, except if such change occurs during your Vehicle's base warranty period, we will, at our sole option, either: (i) obtain substitute and reasonably equivalent network coverage compatible with the existing InControl Package in your Vehicle; or (ii) install, remove or replace any equipment that is necessitated to make the InControl Package in your Vehicle compatible with then-available network technology unless neither option (i) nor (ii) is possible on commercially reasonable terms. In such event, you will be solely responsible for contracting for a Data Plan for your Vehicle upon the completion by us of either (i) or (ii) above.

#### **14. Termination of the InControl Package by you**

14.1 You may cancel your InControl Package at any time via the My InControl website. Unless your InControl Package specifies otherwise or you are a first owner cancelling in response to a material change, you will not be entitled to any refund for amounts you have paid in advance. You will not be entitled to any refund of any payment for your InControl Package that was included in the purchase or lease price of your Vehicle.

14.2 On termination or expiration of your InControl Package:

- (a) all rights granted to you under these Terms shall cease;
- (b) you must immediately cease all activities authorized by these Terms, including your use of any InControl Services;
- (c) you must remove your Vehicle from your InControl Services account;
- (d) 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;
- (e) you must remove your Vehicle from any applicable Data Plan, or terminate your contract (as applicable) relating to your Vehicle, with any Network Provider with which you have contracted directly;
- (f) you must, where possible, delete your user profile and any stored settings, apps, information and personal data from the Vehicle; and

- (g) you must, 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 Jaguar Assistance" / "Optimized Land Rover Assistance" roadside service, the "Stolen Vehicle Locator" service, and/or InControl Pro Features is in effect, those services will be provided to the new owner of your Vehicle for the remainder of that current subscription period, subject to the new owner completing their own InControl Services account setup. To be able to use the "Live" service and Wi-Fi Hotspot functionality, the new owner will need to complete their own InControl Services account setup and purchase directly from the Network Provider an associated Data Plan.
- 14.4 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.
- 14.5 Clauses 14.2, 14.3 and 14.4 also apply 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).
- 14.6 Cancellation or termination of your InControl Package will not serve as a cancellation of any services for which you have contracted directly including, without limitation, your Data Plan. You are solely responsible for removing your Vehicle from and/or terminating any and all services or contracts between you and any third parties relating to the Vehicle. You are solely responsible for the costs of such termination, as well as for any data usage incurred up and until the time of such termination.

## **15. Charges and payment obligations**

- 15.1 Each component of the InControl Package will expire on its respective End Date. We will discontinue your InControl Services on their respective End Date(s) unless you renew your InControl Package.
- 15.2 InControl Services may be impaired as a result of excessive usage, such as when customers place illegitimate emergency or roadside assistance calls, place or initiate unusually high numbers of calls or calls of unusually long duration, send or receive unusually high numbers of messages, as compared to typical usage by other customers for similar service plans. In addition, if you use certain high data usage services primarily outside of the network footprint of our Network Provider, and as a result those Services are provided to you primarily through the roaming arrangements of our Network Provider, we reserve the right to notify you and cancel your future use of such high data usage services.
- 15.3 You are responsible for paying directly to third parties, including emergency service providers and roadside assistance providers, all charges for services they furnish to you that are not covered by your warranty.
- 15.4 You are responsible for paying all charges on your account, including certain taxes and surcharges that may apply to your InControl Service. To the extent applicable, as determined by us in our sole discretion, in addition to the charges for your InControl Package, we may charge federal, state and local sales taxes, surcharges for federal and state Universal Service Fund contributions, and state and local 911 or other emergency service fees. Charges may also include a cost recovery surcharge. You agree to pay such amounts. Surcharges are typically assessed to help defray our costs (or the costs of our Network Provider)

incurred in complying with federal and state telecommunications regulations. Surcharges are not taxes or fees that the government requires from consumers but are imposed and collected by us or our Network Provider(s).

- 15.5 If you think that there has been an error in any charge billed by or through us, you must notify us within sixty (60) days, or such longer period as required by law, after the charge is posted to your account to request an adjustment. If you do not contact us about the disputed charge within this time period, you agree that you have waived your right to dispute the charge and must pay all amounts due in full.

## **16. How we can communicate with each other**

- 16.1 You agree to the use of electronic documents and records in connection with your registration and all future transactions involving the InControl Services and InControl Package—including without limitation this electronic signature and disclosure notice.
- 16.2 You agree that our use of electronic documents satisfies any requirement that we provide you information in writing. If you do not agree, do not accept this agreement. You have the right to receive a paper copy of all documents and records. You may (i) obtain a paper copy of any document or record free of charge, (ii) withdraw your consent to the use of electronic documents and records, or (iii) update your contact information by updating your information at the My InControl website. To receive or access electronic documents and records, you must have the following equipment and software: (a) a device that is capable of accessing the Internet; (b) an Internet browser that supports HTML 4.0 and 128-bit SSL encryption, such as Microsoft Internet Explorer 10 and higher, Firefox 24.3 and higher, Chrome 32 and higher; and (c) software that permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader 8.0 or higher, and email. To retain documents and records, your device must have the ability to download and store PDF files. Your access to this page verifies that your system and device meets the above receipt, access, and retention requirements. Your acceptance of these Terms by checking the "I accept the Terms & Conditions" box and clicking the "Next" button indicates your signature and your acceptance of this notice.
- 16.3 If you are a consumer and you have any questions or if you have any complaints, please contact an authorized retailer or the Jaguar Customer Relationship Center at 1-800-4-JAGUAR or 1-800-452-4827 or the Land Rover Customer Relationship Center at [1-800-FIND-4WD](tel:1-800-FIND-4WD) or 1-800-346-3493.
- 16.4 To ensure the quality of our customer service and for other lawful purposes, we may monitor or record calls between us.
- 16.5 You agree that we may deliver autodialed and/or prerecorded or artificial account- and service-related calls and messages (including text and voice messages) to your Vehicle or to any telephone number that you provide to us, including on your mobile telephone number.
- 16.6 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.

## **17. Terms applicable to the InControl Remote App**

- 17.1 Along with the rest of these Terms, this section describes certain rights, obligations, and commitments applying to use of the InControl Remote App.
- 17.2 Your use of the InControl Remote App may also be subject to the terms and conditions of any service agreement with your wireless carrier.
- 17.3 You acknowledge that you have reviewed applicable terms of service relevant to the online store from which you download the InControl Remote App.
- 17.4 NO WARRANTY. THE INCONTROL REMOTE APP AND DATA AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND DATA AND ANY SERVICES PERFORMED OR PROVIDED BY THE APPLICATION, WHETHER EXPRESS, IMPLIED, LEGAL OR STATUTORY, WHETHER ARISING BY OPERATION OF LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, INCLUDING, BUT NOT LIMITED TO: THE IMPLIED WARRANTIES OF MERCHANTABILITY; OF FITNESS FOR A PARTICULAR PURPOSE; OF ACCURACY; OF SATISFACTORY QUALITY; OF QUIET ENJOYMENT; AND OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COMPANY DOES NOT WARRANT: AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APPLICATION OR DATA; THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE APPLICATION WILL MEET YOUR REQUIREMENTS; THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE; THAT IT WILL CORRECT DEFECTS IN THE APPLICATION OR DATA; OR THAT THE APPLICATION WILL NOT ADVERSELY EFFECT ANY DEVICE ON WHICH YOU USE THE APPLICATION INCLUDING RESULTING IN A MODIFICATION OR CHANGE TO THE DEVICE OR RENDERING ALL OR A PORTION OF THE DEVICE INACCESSIBLE OR UNUSABLE. YOU ACKNOWLEDGE THAT ANY DATA PROVIDED MAY NOT BE ACCURATE AND THAT YOU USE THE DATA AND THE APPLICATION AT YOUR SOLE RISK. YOU FURTHER ACKNOWLEDGE THAT WE HAVE NO OBLIGATION TO PROVIDE CUSTOMER SUPPORT FOR THE APPLICATION OR WITH REGARD TO ANY EFFECT IT MAY HAVE ON YOUR DEVICE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.
- 17.5 We do not warrant that a third party cannot decrypt your information should a third party come into possession of your device on which you have downloaded the InControl Remote App. We suggest that you use all security features of your device, including any password or locking function, to protect your device and the confidentiality of your information.

- 17.6 To the extent that the InControl Remote App may utilize third party wireless networks, the Company cannot guarantee that your communications will not be intercepted by others. You agree that the Company will not be liable for any damages for any loss or disclosure of personal information occurring in communication over networks outside our control.
- 17.7 The InControl Remote App and data provided to you via the App, including without limitation any content, graphics, audio-visual files, processes and code, and all upgrades, updates, corrections, and enhancements thereto and all copyrights and other intellectual property related thereto are our property and the property of our licensors or suppliers, and we and our licensors and suppliers retain all right, title and interest in and to such InControl Remote App and data and intellectual property. Subject to all conditions set forth in these Terms, we grant you a personal, non-commercial, non-exclusive, non-transferable, non-sublicensable, terminable and limited license to use the InControl Remote App and data, for their intended purpose, for your device. You must abide by all laws and regulations applicable to the InControl Remote App and Data and these Terms. You will not use the InControl Remote App or Data on any device you do not own. You may not make the InControl Remote App or data available over a computer network. You may not use the InControl Remote App for any service bureau, time-sharing, or similar purposes. The InControl Remote App may permit or require you to register or obtain a password prior to permitting access to certain services or data available through the App.
- 17.8 From time to time we may issue updates and upgrades to the InControl Remote App through the Online Store from which you download the InControl Remote App, and a notification may be sent to your device. 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.

## **18. Dispute Resolution and Arbitration Agreement**

- 18.1 YOU AND WE AGREE THAT IN THE EVENT OF ANY DISPUTES BETWEEN US, WE WILL FIRST TRY TO RESOLVE IT BY TALKING WITH EACH OTHER. IF WE ARE UNSUCCESSFUL IN RESOLVING OUR DISPUTES IN THIS MANNER WITHIN A REASONABLE TIME PERIOD, YOU AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW:

(a) ANY CONTROVERSY OR CLAIM, WHETHER SEEKING LEGAL OR EQUITABLE RELIEF OF ANY KIND TO THE EXTENT PERMITTED BY LAW, ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE, OR TO ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE, WILL BE SETTLED BY INDEPENDENT ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") UNDER THE AAA'S CONSUMER ARBITRATION RULES AND SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES (THE "AAA RULES"), AS MODIFIED BY THESE TERMS OF SERVICE, WHICH ARE AVAILABLE AT [HTTPS://WWW.ADR.ORG/ACTIVE-RULES](https://www.adr.org/active-rules). UNLESS YOU AND WE AGREE OTHERWISE, THE ARBITRATION WILL BE CONDUCTED IN THE COUNTY WHERE YOU RESIDE. AAA RULES AND FEE INFORMATION ARE AVAILABLE FROM US OR THE AAA. IF YOUR CLAIM FOR DAMAGES DOES NOT EXCEED \$75,000, WE WILL PAY ALL SUCH FEES, UNLESS THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF YOUR CLAIM OR THE RELIEF SOUGHT IN YOUR DEMAND FOR ARBITRATION WAS FRIVOLOUS OR WAS BROUGHT FOR AN IMPROPER

PURPOSE. ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITARATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING;

(b) EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, YOU EXPRESSLY WAIVE ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST US; ANY OF OUR SERVICE PROVIDERS; OR ANY OF OUR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, LICENSORS, EMPLOYEES OR PREDECESSORS IN INTEREST. IF MULTIPLE CLAIMS ARE JOINED IN ONE ACTION, SOME OF WHICH WOULD NOT BE SUBJECT TO ARBITRATION, THE LATTER CLAIMS MUST BE STAYED UNTIL ANY CLAIMS IN THAT ACTION THAT ARE SUBJECT TO ARBITRATION HAVE BEEN RESOLVED. IF CLAIMS ARE ASSERTED AGAINST MULTIPLE PARTIES, SOME OF WHOM ARE NOT REQUIRED TO ARBITRATE, THE CLAIMS SUBJECT TO ARBITRATION MUST BE SEVERED. HOWEVER, YOU RETAIN YOUR RIGHT TO FILE A COMPLAINT WITH ANY REGULATORY AGENCY OR COMMISSION;

(c) NO ARBITRATOR HAS AUTHORITY TO AWARD RELIEF IN EXCESS OF WHAT THESE TERMS OF SERVICE PROVIDE, OR TO ORDER CONSOLIDATION OR CLASS ARBITRATION, EXCEPT THAT AN ARBITRATOR DECIDING A CLAIM ARISING OUT OF OR RELATING TO A PRIOR AGREEMENT MAY GRANT AS MUCH SUBSTANTIVE RELIEF ON A NON-CLASS BASIS AS SUCH PRIOR AGREEMENT WOULD PERMIT. IN ALL ARBITRATIONS, THE ARBITRATOR MUST GIVE EFFECT TO APPLICABLE STATUTES OF LIMITATIONS AND WILL DECIDE WHETHER AN ISSUE IS ARBITRABLE OR NOT. IF YOUR CLAIM FOR DAMAGES DOES NOT EXCEED \$75,000, WE WILL PAY ALL SUCH FEES, UNLESS THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF YOUR CLAIM OR THE RELIEF SOUGHT IN YOUR DEMAND FOR ARBITRATION WAS FRIVOLOUS OR WAS BROUGHT FOR AN IMPROPER PURPOSE. IN A LARGE/COMPLEX CASE ARBITRATION, THE ARBITRATORS MUST ALSO APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSING PARTY MAY HAVE THE AWARD REVIEWED BY A REVIEW PANEL CONSISTING OF THREE (3) ARBITRATORS; AND

(d) NOTWITHSTANDING ANY CHOICE OF LAW OR OTHER PROVISION IN THE TERMS, THE PARTIES AGREE AND ACKNOWLEDGE THAT THIS ARBITRATION AGREEMENT EVIDENCES A TRANSACTION INVOLVING INTERSTATE COMMERCE AND THAT THE FEDERAL ARBITRATION ACT, 9 U.S.C. § 1 *ET SEQ.* ("FAA"), WILL GOVERN ITS INTERPRETATION AND ENFORCEMENT AND PROCEEDINGS PURSUANT THERETO. IT IS THE INTENT OF THE PARTIES THAT THE FAA AND APPLICABLE AAA RULES SHALL PREEMPT ALL STATE LAWS TO THE FULLEST EXTENT PERMITTED BY LAW. IF THE FAA AND AAA RULES ARE FOUND TO NOT APPLY TO ANY ISSUE THAT ARISES UNDER THIS ARBITRATION AGREEMENT OR THE ENFORCEMENT THEREOF, THEN THAT ISSUE SHALL BE RESOLVED UNDER THE LAWS OF THE STATE OF NEW JERSEY; AND

(e) IF ANY PORTION OF THIS ARBITRATION AGREEMENT IS FOUND TO BE UNENFORCEABLE OR UNLAWFUL FOR ANY REASON, THE UNENFORCEABLE OR UNLAWFUL PROVISION SHALL BE SEVERED FROM THESE TERMS AND SEVERANCE OF THE UNENFORCEABLE OR UNLAWFUL PROVISION SHALL HAVE NO IMPACT WHATSOEVER ON THE REMAINDER OF THE ARBITRATION AGREEMENT. IN THE EVENT THE FOREGOING ARBITRATION REQUIREMENTS DO NOT APPLY, YOU AND WE EACH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY AND A JUDGE WILL DECIDE ANY AND ALL DISPUTES.

**19. Law governing our relationship**

19.1 These Terms will be governed by the laws of the State of New Jersey, without giving effect to any principles of conflicts of laws.

**20. Other important terms**

20.1 We may transfer our rights and obligations under these Terms to another organization at our discretion, but this will not affect your rights or our obligations under these Terms.

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

20.3 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 the terms and conditions of clause 6 and clause 14 against you in the event that you breach any of those terms and conditions.

20.4 The rights, obligations and commitments in these Terms that—by their nature—would logically continue beyond the termination or expiration of your InControl Package (e.g., those related to billing and dispute resolution) survive termination or expiration of the Package.

20.5 Each of the clauses in these Terms operates separately and are enforceable to the extent permitted by law and unless restricted or prohibited by law. 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.

20.6 You have no property right in any number, address, or other communication identifier that may be assigned to you or to the equipment in connection with the InControl Package. Any such number, address or identifier may be changed from time to time.

20.7 We and our service providers may consider that anyone using your Vehicle, Personal Identification Number, password, or other information that can be used to identify your account has been authorized by you to request InControl Services associated with your Vehicle. We and our service providers are not responsible for further ensuring that individuals with such information have received your authorization to use InControl Services. You should therefore take reasonable steps to secure your Personal Identification Number, Vehicle, and other information that can be used to identify your account.

20.8 You may not export any part of the InControl Services except in compliance with, and with all licenses and approvals required under, all applicable export laws, rules and regulations. In particular, but without limitation, the InControl Remote App and Data may not be exported or re-exported (a) into any countries subject to an embargo by the United States or (b) to any person on the Specially Designated Nationals list published by the Office of Foreign Assets Control of the U.S. Treasury or the Denied Persons List and Entity List published by the U.S. Department of Commerce.

- 20.9 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 default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 20.10 These Terms (including the Privacy Policy and any other incorporated document or policy incorporated by this Agreement) are the entire agreement between you and us. It supersedes all other agreements, communications or representations, oral or written, between us, past or present. We are not responsible for any statements, agreements, representations, warranties or covenants, oral or written, including, without limitation, any statements from third parties, concerning or relating to the InControl Equipment or Package provided to you pursuant to these Terms, unless such statements, agreements, representations, warranties or covenants are expressly contained in or incorporated by reference in these Terms.