JAGUAR LAND ROVER TERMS OF SERVICE

FOR DIGITAL SERVICES

Last Updated: 01.11.2026

Please read the following important terms and conditions carefully before you purchase or use any Jaguar Land Rover Digital Services as they are intended to form the basis of our contract with you.

By using any of our Digital Services, you accept and agree to be bound by the Terms, even if you did not personally purchase or lease the Vehicle or order the Digital Services.

1 WHO WE ARE

1.1 **Who we are:** We are 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. Our registered VAT number is GB927153228 (referred to as "**JLR**", "**we**", "**us**", "**our**" in the Terms).

2 OUR CONTRACT WITH YOU

2.1 **What the Terms cover.** You should read the Terms carefully before you access, make use and/or purchase any of the JLR digital services ("**Digital Services**") offered by JLR and/or our affiliates from time to time through your compatible Jaguar, Range Rover, Discovery or Defender vehicle ("**Vehicle**"), and/or any of the following mobile phone applications: the "Range Rover App", the "Discovery App", the "Defender App", the "Jaguar App" ("**Our Apps**"), and/or via any JLR website, web-portal and/or developer platforms.

2.2 **The contract.** In order to access the Digital Services you must agree to the Terms and you may need to agree to other wider terms, including specific terms for Our Apps each of the Digital Services and third party providers (as further explained at section 14 "*Third Party Providers*") as well as the relevant JLR privacy policy (see section 25 "*How We Will Use Your Personal Information*") ("**Terms**"). Once you agree to the Terms (either by actively ticking a box or by using the Digital Services), a legally binding agreement will be formed between you and JLR in relation to your use and/or purchase of the Digital Services. For certain Digital Services the Terms will also be made available via links on screen within the Vehicle.

2.3 **Print a copy of the Terms.** Print a copy of the Terms. You may print, download or otherwise store a copy of these Terms for future reference. The current version of the Terms is available within the "Legal" section of Our Apps. We recommend you periodically refer back to the Terms in case of any updates.

2.4 **What the Terms do not apply to.** Separate terms and conditions will apply to the purchase of your Vehicle and any accessories or equipment you may purchase.

2.5 **Vehicle Warranty.** Nothing in these Terms shall change, alter, impact or limit your statutory consumer rights nor any warranty applicable to the Vehicle. The Digital Services are provided separately from the Vehicle and any such warranty. However, JLR and/or our affiliates reserve the right to decline warranty coverage only to the extent that it is demonstrated that any damage, failure or defect was directly caused by (i) misuse of the Digital Services or (ii) a material breach of these Terms by you or anyone using your account.

3 THE DIGITAL SERVICES

3.1 **Eligibility.** You must:

(a) be of legal age to accept these Terms;
(b) where purchasing Digital Services, be the bill payer, or have the bill payer's permission, to purchase Digital Services;
(c) be either: the legal owner of the Vehicle, the registered keeper, have the undisputed permission from the legal owner or registered keeper to use the Vehicle or, if you are using a Fleet Vehicle, have the permission of the Fleet Owner of the Vehicle, to accept the Terms and use the Digital Services ("Vehicle User"); or a resident in the United States of America and/or its territories AND authorized by the Vehicle User to access certain Digital Services and/or Vehicle data, provided that you have an JLR Business ID and Jaguar Land Rover Single Sign On ("SSO") account with us and have accepted the applicable Terms governing your access and use. This could be friends or family members, electricity supplier, EV charging provider or roadside assistance service provider of the Vehicle User ("Authorized Data Recipient").

3.2 **Creating an account.**

To use certain Digital Services, you will require a SSO account. If you do not already have an SSO account, then One App will create one for you as part of the registration process using the information you provide. UK & EU ONLY - If you require an account for corporate, fleet, enterprise use and/or as an Authorized Data Recipient you will need to create an account by contacting our customer relationship center and requesting an account ("JLR Business ID"). You will also need to setup an SSO account as part of the registration process.

You may also create an SSO account directly via the Jaguar or Land Rover websites, Our Apps, the Jaguar Services Store, the Land Rover Services Store or any other JLR websites, channels or applications made available from time to time ("JLR Services Store"). An SSO account allows you to use the same login credentials across participating JLR Websites, channels and applications.

Creation and use of a SSO account are subject to Jaguar Land Rover's Single Sign On Terms & Conditions, available at:

(a) *https://www.jaguarusa.com/terms-conditions/single-sign-on.html*
(b) *https://www.landroverusa.com/terms-and-conditions/single-sign-on.html*

By registering for, or using, the One App or any JLR Services Store, you agree to the Single Sign On Terms & Conditions. For clarity, Range Rover, Defender and Discovery vehicles are all subject to the Land Rover SSO T&Cs.

3.3 **The Digital Services we offer.** JLR offer a wide range of Digital Services. Further details of the different Digital Services we offer are available from the JLR Website, Our Apps and the JLR Services Store.

3.4 **The Digital Services we can provide may vary or be limited.** The Digital Services available to you (including the functions of the Digital Services and how they operate) may vary depending on various factors such as: the model, specification and/or year of release of the Vehicle, your resident market or the market in which the Vehicle is used ("**Market**"), the first market of registration, your primary language, network and hardware limitations (e.g., if the Network Provider sunsets, terminates or restricts wireless services of the type used by the Digital Services and/or your Vehicle), local regulatory requirements, the network provider used (by this we mean the mobile network operator that is providing connectivity for some of the Digital Services we provide such as Wi-Fi Hotspot ("**Network Provider**")) and third party providers. As such, we may not be able to provide all the Digital Services to you.

Please note that the Digital Services may, in some cases have limited functionality where you do not have the most recent version of Our Apps downloaded or operating system on your mobile phone, or where you do not allow the relevant updates to the Digital Services (please see section 7.4 ("Updates and changes to the Digital Services and mobile applications") for further information.

3.5 **Function specific terms.** Some of our Digital Services have additional terms and conditions that apply ("**Function Specific Terms**"). The Function Specific Terms are made available to you at the end of the Terms. The Function Specific Terms form part of the Terms and your overall legal binding contract with JLR.

3.6 **Which terms take priority?** If there is any inconsistency between the Function Specific Terms and sections 1-25.1 of the Terms ("**Master Terms**"), then unless otherwise expressly stated the Master Terms will take priority.

3.7 **You remain responsible for the use of the Digital Services by another person.** If you allow other people to access the Digital Services, you will remain responsible for such use as if you were the person accessing the Digital Services. This means that any breach of the Terms or any third party terms (see section 14 "*Third Party Providers*" for more information) by another person will be considered a breach by you and you will remain fully responsible.

4 ACCESS TO THE DIGITAL SERVICES

4.1 **How are the Digital Services provided to you?** The Digital Services may be provided to you at no additional cost (1) because they form part of the initial purchase and specification of the Vehicle, or (2) because they have been provided (at JLR's discretion) for a trial period or at no cost for a fixed period, or (3) because you have been authorized by the Vehicle User to access certain Digital Services and/or Vehicle data and you are resident in the United States of America and/or its territories United States of America and/or its Territories. Alternatively, you may have purchased the Digital Services for a one-off fee or for a recurring subscription charge (the amount and frequency of the charge will be notified to you when you purchase the Digital Services (as further explained at section 9 "*Price And Payment*").

4.2 **Access and contract duration**. Access to the Digital Services will vary depending on which Digital Services you are accessing. JLR, or for Digital Services provided with the initial purchase of the Vehicle, the relevant authorized retailer, will make available to you information regarding when access to the Digital Services will be granted and when they will end (if applicable) (**"Contract Term"**). Where an end date is not provided, access to those Digital Services will continue until JLR no longer wishes to or is able to provide such access. At the end of the Contract Term, for Digital Services that have an expiry date, those Digital Services may be renewed or re-purchased in accordance with section 8 *("Ordering Digital Services")* or, if you have previously agreed, automatically renewed in accordance with section ERROR! REFERENCE SOURCE NOT FOUND. ("*Subscription Renewal*"). If the Digital Services are not renewed or re-purchased, then you will no longer have access to those particular Digital Services (except for Digital Services that JLR have agreed to provide to you on an ongoing basis).

4.3 Digital Services are available only for vehicles that retain an active, unbranded title and have not been classified as salvaged, rebuilt, junk, scrapped, total loss, written off, and/or otherwise deemed non roadworthy by an insurer, regulatory authority, or equivalent entity. Any vehicle that has at any time been subject to a write off, salvage, or similar branded title may not be eligible for activation, renewal, or continued use of the Digital Services. We reserve the right to verify vehicle status at any time and may suspend or terminate Digital Services without notice if the vehicle is determined to be ineligible under these terms. No refunds, credits, or compensation will be provided for service interruptions or terminations resulting from a vehicle's ineligible status.

4.4 **Accessing the Digital Services.** Depending on the make, model and type of Digital Services, you may access the Digital Service either via the Vehicle, the JLR Website and/or Our Apps.

4.5 **If you no longer own or use the Vehicle.** The Digital Services are linked to your Vehicle and not you personally. This means, for example, if you sell the Vehicle and the Digital Services are still active, the Digital Services will be available to the new Vehicle owner and their Authorized Data Recipients only. If you no longer own or use the Vehicle you must unlink the Vehicle from your SSO account by following

the process set out at section 20 ("*Your Obligations If You No Longer Own or Use the Vehicle*"). This is to avoid any future ongoing payments and any potential charges or liabilities which may arise as a result of the new Vehicle owners continued use of the Digital Services.

4.6 **Using the Digital Services.** When you use the Digital Services, we may collect and process technical information about the devices you use and the Vehicle, as well as related software, hardware and peripherals, in order to improve our products and provide the Digital Services to you. For more information, please see our Digital Services Privacy Policy.

4.7 **Data charges.** Unless we have agreed otherwise in the Terms, you are responsible for all Network Provider charges, data plan charges and other costs associated with accessing the Digital Services over the Internet or connecting to the Internet in order to download data or updates for the Digital Services.

4.8 **Transmission of data.** In using the Digital Services, 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 Digital Services cannot be accessed or intercepted by others.

4.9 **Restrictions in certain Markets**. Please note that your access to and use of some Digital Services may be conditional on:

(a) satisfactory completion of a credit check and a verification process that includes but is not limited to a mandatory 'know your customer' check (which may include confirming your identity, ownership of the Vehicle and checking your status against international sanctions lists); and

(b) a location check to confirm that you are not in or using the Digital Services in any location which is subject to any sanctions, measures or restrictions issued by any relevant sanctions authority (e.g. the UN, UK, EU or US authorities) where your continued use of the Digital Services would compromise JLR's ability to comply with relevant international export controls and sanctions laws and regulations.

Please note that, to facilitate the above checks, certain documentation and personal information must be provided to either JLR or any designated third party. In some cases, you may therefore be asked to submit additional documentation to successfully pass the verification process.

In some Markets, and in order to comply with local legal or regulatory requirements, the relevant mobile network provider may require you to complete an electronic identity verification (eKYC) process before the factory-fitted SIM or Digital Services can be activated.

4.10 In the event that your access to and use of the Digital Services is curtailed due to the circumstances described in section 4.9 above, you must immediately discontinue using any available Digital Services and certain Digital Services may no longer be made available to you. In which case, you will not be eligible for a refund of any active Subscriptions and/or ongoing payments and/or refunds will be suspended by JLR.

5 CUSTOMER TYPES COVERED BY THE TERMS

5.1 **Customer types.** The Terms apply to business customers ("**Business Customer(s)**") and individual customers (i.e. those customers acting for purposes which are outside their trade, business, craft or profession) ("**Consumer(s)**"). Where specific terms and conditions apply to a Consumer, these are flagged under relevant headings in the Terms, and specific terms and conditions applicable to Business Customers are set out in Appendix 3.

5.2 **Fleet customers.** The Terms also apply to you if you are the user of a Fleet Vehicle. For the purposes of the Terms, when we refer to "**Fleet Vehicle**" we mean a vehicle that is subject to a hire agreement, a

rental vehicle provided by a rental company, a vehicle made available by an employer, or a vehicle made available by us or our authorized retailers on a temporary loan basis.

By using the Digital Services (including by driving a Fleet Vehicle with access to the Digital Services), you accept and agree to be bound by the Terms, even if you did not personally purchase or lease the Vehicle to which the Digital Services are made available to you.

Please be aware that the business or other organisation that owns, leases or manages the Fleet Vehicle ("**Fleet Owner**") may have terms and conditions, policies or procedures which may affect your use of the Digital Services on a Fleet Vehicle. It is your responsibility to check with the Fleet Owner about use of the Digital Services on your Fleet Vehicle.

5.3 Authorized Data Recipients. These Terms also apply to Authorized Data Recipients, who may be receiving data in the capacity as Business Customers or Consumers. Specific terms and conditions applicable to Authorized Data Recipients are set out in Appendix 2. Terms relating to Authorized Data Recipients apply only where both the Vehicle User and Authorized Data Recipient are located in the United States of America and/or its territories .

6 HOW WE CAN COMMUNICATE WITH EACH OTHER

6.1 **How you may contact us.** If 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 or 1-800-346-3493.

6.2 To ensure the quality of our customer service and for other lawful purposes, we may monitor or record calls between us.

6.3 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.

6.4 You agree to the use of electronic documents and records in connection with your registration and all future transactions involving the Digital Services—including without limitation this electronic signature and disclosure notice.

6.5 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 relevant JLR 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 respective Terms & Conditions box and clicking the "Next" button indicates your signature and your acceptance of this notice.

6.6 **How we may contact you.** If we have to contact you we will do so either by Our Apps, by telephone or by writing to you at the email address or postal address you provided to us when registering your account, in accordance with your contact preferences. We ask that you ensure all contact details you provide to us are kept up to date.

7 WE CAN MAKE CHANGES TO THE TERMS AND THE DIGITAL SERVICES

7.1 **Changes to the Terms and the Digital Services**. We may update the Terms and the Digital Services from time to time. We will make the updated Terms available to you. Where you are a consumer and we make material changes (as explained further below), we will notify you in writing (where practicable to do so). Depending on the update, you may not be able to use the Digital Services until you agree to the latest version of the Terms.

7.2 **Required changes**. We can always make changes to the Terms and the Digital Services without notifying you for the following reasons:

(a) for Vehicle security, cyber security and/or safety reasons;
(b) to reflect changes in relevant laws and regulatory requirements; and
(c) to make minor technical adjustments and improvements (including the addition of new functionality) provided these changes do not materially affect your use of the Digital Services; and
(d) where any external factors and/or other circumstances beyond our reasonable control, including but not limited to network availability, security requirements, software updates, impact any or all of the Digital Services

7.3 **Material changes. Where you are a Consumer only**, where we make changes that have an adverse material impact on the Terms or the Digital Services, you may end your Digital Services by following the steps set out in section *("How To Cancel Your Contract for Digital Services").*

7.4 **Updates and changes to the Digital Services and mobile applications.** From time to time, we may automatically update the Digital Services and/or Our Apps to improve performance, enhance functionality, reflect changes to the operating system or address safety or security issues.

Whilst some of these updates may be automatic, we may also ask you to install updates for example through your Vehicle display or Our Apps. By agreeing to the installation of any updates, or continuing to use the Digital Services and/or Our Apps following an automatic update, you will be deemed to have accepted any additional terms and conditions which are provided to you and such terms shall be legally binding on you.

If you choose not to install such updates, or if you opt out of automatic updates, you may not be able to continue using the Digital Services and/or Our Apps (or some of the features may not be accessible or operate in the same way). We will not be responsible where you are unable to access (or have limited access) to the Digital Services and/or Our Apps because of your failure to install such updates (unless any loss results from our failure to use reasonable care and skill in providing the updates to you).

8 ORDERING DIGITAL SERVICES

8.1 **How to order.** You may, from time to time, wish to order certain Digital Services from JLR, perhaps because your existing use has come to an end, or because you may want to try new Digital Services. You may be able to purchase the Digital Services through either Our Apps, the JLR Services Store or such other method(s) provided by JLR from time to time. You will be guided through the steps you need to take to place an order and pay.

8.2 **How we will accept your order**. Our acceptance of your order will take place when we email you to confirm it, at which point a contract between you and us will come into existence and you will be able to use the Digital Services.

8.3 **Sometimes we reject orders.** Sometimes we may reject orders, some examples include, because we have identified an error in the price or description of the Digital Service or because we cannot verify your age (where the Digital Service is age-restricted). When this happens, we will let you know as soon as possible and refund any sums you have paid.

8.4 **Where your contract for your order will be stored.** Depending on the specific Digital Services you have ordered, you may access your order(s) by clicking on your account section of the JLR Services Store.

9 PRICE AND PAYMENT

9.1 **One-off purchase or subscription.** We offer different payment options depending on which Digital Services you purchase. Some Digital Services require a one-off non-refundable advance payment at the point of Vehicle purchase which provide you with access for a fixed term. We also offer fixed term and rolling subscription contracts for some Digital Services where you either pay recurring payments for a defined period or on a rolling basis ("**Subscriptions**") (for more information on Subscriptions see section ERROR! REFERENCE SOURCE NOT FOUND. "*Subscription Renewal"*).

9.2 **Where to find the price.** The price (which includes VAT) will be the price indicated to you when placing your order ("**Fee**").

9.3 **Promotional Offers**. From time to time, we may offer promotional discounts and offers. All promotions may be subject to separate terms and conditions made available to you on the JLR Services Store, Our Apps or via such other methods and places as notified to you by JLR from time to time.

9.4 **When you must pay**. Payment will be payable upfront when you place your order (which may, where we specify, include a payment made as part of the purchase of a Vehicle) and for Subscriptions with subsequent recurring payments, those will be taken in accordance with the payment periods specified to you when placing your order. Payment will be taken via the payment methods set out during the order process. We use an online payment system via a third party payment provider. In some cases, you may have up to an additional 10 days following placement of your order to pay. We will explain this to you when you progress through the order process if this applies to you.

9.5 **We charge interest on late payment.** If we are unable to collect any payment you owe us, we may charge interest on the overdue amount at the rate of 2% a year above the Bank of England base rate from time to time. In which case this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us the interest together with any overdue amount.

9.6 **Price changes**. We may change the price for new or renewal Subscriptions. Prior to a price change for renewal of a Subscription, you will be notified and given an opportunity to cancel the Digital Services you receive prior to the price change coming into effect. **Sales Tax**. The Digital Services are subject to sales taxes. JLR assumes that the place of consumption of the Digital Service for use and enjoyment purposes is a State or territory within United States (US).

9.7 **We pass on increases in sales taxes.** If the rate of applicable sales taxes changes between your order date and the date we supply the Subscription, we will adjust the rate of sales taxes that you pay, unless you have already paid in full before the change in the rate of sales taxes takes effect.

10 SUBSCRIPTION RENEWAL

10.1 **What will happen at the end of a trial period?** If you receive the Digital Services on a trial period, JLR will inform you at the time the trial is activated whether:

(a) the trial will automatically convert into a paid subscription at the end of the trial period unless you cancel before the trial ends; or

(b) access to the Digital Services will automatically end at the expiry of the trial period and you will need to purchase a paid Subscription once the trial ends.

We will send you reminder notices in accordance with section 10.4 before your trial period ends, informing you (as applicable) of the upcoming charges or expiry of the trial and how to cancel if you do not wish to continue or subscribe. You may cancel your trial at any time before the end of the trial period to avoid any charges.

If you have a Fleet Vehicle, you must check with the Fleet Owner before purchasing or continuing any Digital Services after the trial period ends.

10.2 **Subscription term**. We offer Subscriptions on a fixed term basis (where the Digital Services will be provided to you for a defined period (as notified to you during the order process) but you will pay for the Digital Services for that entire period in advance and your Subscription may automatically renew at the end of that defined period) or on a rolling basis (where you will pay for the Digital Services on a monthly basis and the Subscription will continue to renew on a monthly basis ("**Subscription Term**"). You will continue to be liable for payments unless the Digital Services are cancelled in accordance with sections 16 ("*Your Rights To Cancel The Digital Services*") 17 ("*How To Cancel Your Contract For Digital Services*") and 18 ("*Consequences For Cancelling Your Contract For Digital Services*"). We will explain the payment options to you when you progress through the order process.

10.3 **Automatic renewal and ongoing payments.** If automatic renewal is available, the Digital Services will automatically renew at the end of the Subscription Term and you will continue to be charged for the Digital Services you receive for the period described to you when you make your purchase, unless the Digital Services are cancelled in accordance with sections 16 ("*Your Rights To Cancel The Digital Services*") 17 ("*How To Cancel Your Contract For Digital Services*") and 18 ("*Consequences For Cancelling Your Contract For Digital Services*")). We will explain how you can opt out of any automatic renewal when you progress through the order process. For Québec residents, any cancellation, termination, renewal, refund, or other rights provided under the Québec Consumer Protection Act shall prevail to the extent of any inconsistency with the Terms.

10.4 **We will send you reminder notifications.** Our Subscription reminder notices will notify you of the following: (1) that your Subscription is due to renew and when, (2) any changes to the price; and (3) instructions on how you can either cancel, amend or renew your Subscription.

(a) For Digital Services that will automatically renew at the end of a trial period, we will send a reminder notice in respect of the first renewal payment for which you will become liable to pay us. We will then provide reminder notices in accordance with the below, depending on whether you opt for a 12 month Subscription Term or less.

(b) For Subscriptions with a Subscription Term of 12 months or more we will contact you twice before the end of the Subscription Term to remind you that your Subscription will be renewing;

(c) For Subscriptions with a Subscription Term of less than 12 months, we will send one notification to you prior to a renewal payment relating to each 6 month period, to remind you of your ongoing Subscription.

(d) Where we don't send a notification reminder, it does not remove the requirement for you to pay the Subscriptions or our ability to charge for the Subscriptions.

11 USING THE DIGITAL SERVICES

YOU ARE RESPONSIBLE, AT ALL TIMES, FOR YOUR DRIVING AND YOUR PASSENGERS' SAFETY. YOU MUST ONLY USE OUR DIGITAL SERVICES WHEN IT IS SAFE AND LEGAL TO DO SO.

11.1 In return for you agreeing to comply with the Terms you are granted a non-exclusive right to use the Digital Services and any content and information obtained through them for the duration of your use and subject to the Terms.

11.2 You must

(a) comply with all applicable traffic laws and good driving practice in relation to your use of the Digital Services (including but not limited to regulations relating to the use of mobile phones in vehicles and the maintenance of suitable insurance cover for your Vehicle);

(b) not use the Digital Services in a way that is unsafe or may cause a risk of injury to persons or damage to property. You are responsible for the safe and lawful operation of the Vehicle at all times, including when using the Digital Services;

(c) ensure that your use of the Digital Services are lawful in the Market you are in before using those Digital Services as not all Digital Services are suitable or safe for use in all circumstances, or lawful in all countries;

(d) remain alert at all times, use reasonable skill and judgement when using or receiving the Digital Services; and

(e) follow all instructions and prompts that appear in the Vehicle and only use the Digital Services when it is safe and legal to do so.

11.3 The Digital Services do not constitute insurance and you shall not be entitled to rely on the Digital Services (except where we are at fault) to limit any potential liability you may have.

11.4 In using the Digital Services, you agree that you will:

(a) ensure that the Vehicle is maintained and kept in good working condition and that you install any required updates, otherwise the Digital Services may not operate effectively or at all;

(b) not use the Digital Services for any re-sale purposes;

(c) not disclose, and keep secure and confidential, any username, credentials, password, PIN or other unique identifier used to access the Digital Services;

(d) ensure your username credentials, password, PIN or other unique identifier used to access the Digital Services are unique for the Digital Services and not used by you anywhere else;

(e) be responsible for the actions of any person using your credentials to access the Digital Services (and you acknowledge that we are not responsible for verifying the authority or identity of any person using your Vehicle or credentials);

(f) inform us as soon as possible if you become aware of any security breach or unauthorized access to the Digital Services;

(g) not use the Digital Services, or permit the Digital Services to be misused, used, in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with the Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the Digital Services or any operating system;

(h) not infringe our intellectual property rights or those of any third party in relation to your use of the Digital Services;

(i) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Digital Services;

(j) not use the Digital Services in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users;

(k) not use the Digital 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;

(l) not collect or harvest any information or data from any Digital Services or our systems or attempt to decipher any transmissions to or from the servers running the Digital Services;

(m) except where use of the Vehicle to another person is permitted by the Vehicle User and in the course of normal use of the Vehicle, not rent, lease, sub-licence, loan, provide or otherwise make available, the Digital Services in any form, in whole or in part to any person without prior written consent from us;

(n) not to make alterations to, or modifications of, the whole or any part of the Digital Services, or permit the Digital Services or any part of the same to be combined with, or become incorporated in, any other programs;

(o) not copy the Digital Services, except as part of the normal use of the Digital Services or where it is necessary for the purpose of back-up or operational security;

(p) not disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Digital Services; and

(q) attempt to access any data that you are not authorized to access, whether by coercive means, abuse of our technical infrastructure or otherwise.

12 SUPPORT FOR THE DIGITAL SERVICES AND TELLING US ABOUT PROBLEMS

12.1 **How to contact us.** If you want to learn more about the Digital Services or have any problems using them please speak to your local authorized retailer in the first instance. If further support is needed, you can take a look at our support resources at *landroverusa.com/contact-us.html* or https://www.jaguarusa.com/contact-us/index.html.

12.2 **Faulty or misdescribed.** If you think the Digital Services are faulty or misdescribed, or wish to contact us for any other reason, please contact us as via the methods of communication available on *landroverusa.com/contact-us.html* or https://www.jaguarusa.com/contact-us/index.html.

12.3 If you are accessing the Digital Services through a mobile application purchased on a third party mobile application store (as further defined at section **Error! Reference source not found.** (*"Third Party Store"*), that Third Party Store will not be responsible for any maintenance or support services.

13 HOW WE WILL PROVIDE THE DIGITAL SERVICES TO YOU

13.1 **How we provide the Digital Servies to you.** We agree to provide the Digital Services to you with reasonable skill and care and will use our reasonable efforts to make the Digital Services available to you at all times. **However, you acknowledge and agree that:**

(a) the availability and functionality of the Digital Services may be dependent on other external factors including mobile device compatibility, the installation of updates, geographic restrictions, the availability of mobile telecommunications networks, other third party providers, a GPS signal, and other factors relating to the Vehicle so we cannot guarantee that the Digital Services will be error free or constantly available without any interruption;

(b) the Digital Services may not operate properly, or at all, if the Vehicle has not been maintained and kept in a good working order or where you fail to install any required updates (as notified to you) (and further explained at section 7 "*We Can Make Changes To The Terms And The Digital Services*"); and

(c) the Digital Services may be subject to periods of unavailability or disruption during times where maintenance, updates and modifications are being carried out (this may also include instances where certain services provided by Third Party Providers (as explained further at section 14 "*Third Party Providers*") are being maintained, updated or modified by the relevant Third Party Provider).

14 THIRD PARTY PROVIDERS

14.1 **We work with other providers.** To provide you with the Digital Services, we collaborate with different service providers, law enforcement authorities (for example, where we provide stolen vehicle tracking data services) and the emergency services, which are not part of JLR ("**Third Party Provider(s)**") and refer throughout the Terms to services they provide as "**Third Party Digital Service(s)**". We may change our Third Party Providers from time to time.

14.2 **Third Party Provider terms.** You may be required to agree and comply with the Third Party Provider's relevant terms and conditions and policies (such as their sales terms, privacy and cookie policies) ("**Third Party Terms**") and pay fees to the Third Party Provider in order purchase a Third Party Digital Service. To better understand how your data may be handled by Third Party Providers, we recommend you review their Privacy Policies.

Such Third Party Terms include but are not limited to mobile network connectivity (including the Fair Usage Policy) for Pivi Pro. You can read them here:

https://move.tatacommunications.com/terms-and-conditions
https://move.tatacommunications.com/policies/privacy

14.3 **Your contract is with the Third Party Provider.** Whilst we will make the Third Party Digital Services available to you through the Vehicle, your contract for the Third Party Digital Services will be between you and the Third Party Provider and not JLR. We shall therefore not be liable for the acts or omissions of the Third Party Providers (where we have not caused any fault) (including, but not limited to, any issues relating to the functionality or availability of any Third Party Digital Services).

14.4 **Contact the Third Party Provider if you have any issues.** Please refer to the relevant Third Party Terms for information on the Third Party Digital Services, including your rights to cancel. You are responsible for cancelling Third Party Digital Services which you are subscribing to or paying to receive in connection with the Digital Services. You may be required to contact the relevant Third Party Provider to discuss any queries or issues you may have that relate to the Third Party Digital Services and not JLR.

15 OUR RIGHTS TO CANCEL THE DIGITAL SERVICES

15.1 **We can end our contract with you.** We can immediately suspend or terminate your access to the Digital Services and claim any compensation due to us if:

(a) you commit fraud or provide false information in relation to your contract with us for the Digital Services;

(b) You break any of the Terms, including (without limitation) if you do not make any payment to us when it is due or you misuse the Digital Services; or

(c) You are a **Consumer** and you become bankrupt;

and you shall not be entitled to any refund for any amounts you have paid in advance for the Digital Services but not received. This means you will not be entitled to recover any amounts from JLR in respect of any period to which you are not able to access the Digital Services following termination.

15.2 **Network Providers may also suspend or terminate the Digital Services to you.** Some of the Digital Services require you to have access to mobile data connectivity provided by Network Providers. If you breach any terms within the Terms relating to the supply of services by these Network Providers, we or our Network Providers shall be entitled to immediately suspend or terminate all or part of the Digital Services without prior notice to you. You will be liable to pay the reasonable costs that we or our Network Provider incur as a result of such breach.

15.3 **We may stop providing the Digital Services to you.** We shall be entitled to immediately suspend or terminate your use of the Digital Services. This may be, for example:

(a) because of technical changes outside of our control that mean we (in our sole discretion) can no longer reasonably/economically provide the Digital Services;

(b) to reflect changes in relevant laws and regulatory requirements or by order of a court or government/authority; or

(c) we stop providing the Digital Services in your Market or to our customers generally for any reason.

We will pay you a pro-rata refund of any amounts you have paid direct to us for the Digital Services but not received.

16 YOUR RIGHTS TO CANCEL THE DIGITAL SERVICES

This section applies to **Consumers only.**

(IF YOU HAVE A FLEET VEHICLE YOU MUST CHECK WITH THE FLEET OWNER BEFORE TERMINATING ANY DIGITAL SERVICES)

Your 14 day legal right to cancel the Digital Services

16.1 **14 day cancellation right***:* If you are a Consumer and you purchase Digital Services online, over the telephone or away from our retailer's premises you have a 14 day right to cancel the Digital Services you have ordered, beginning with the day after we notify you that we have accepted your purchase of the Digital Services and ending 14 days later.

16.2 **Renewal cancellation right***:* You also have an additional 14 day right to cancel your Subscription following the first renewal payment after the end of trial period and each renewal of a Subscription, where the Subscription Term is 12 months or more. The renewal cooling-off period begins on the day after the relevant renewal of the Subscription and ends 14 days later.

However, in relation to sections 16.1 and 16.2, if you expressly consent to us supplying the Digital Services during the 14 day cancellation period, you acknowledge that, if you cancel, you may be liable to pay us a proportionate amount for the Digital Services supplied up to the time you notify us of your decision to cancel

For Québec residents, any cancellation, termination, renewal, refund, or other rights provided under the Québec Consumer Protection Act shall prevail to the extent of any inconsistency with the Terms.

Your other rights to cancel your contract with us

16.3 **Your rights to cancel your contract with us where JLR are at fault.** Aside from your 14 day legal right to cancel, you may only cancel our contract with you for the Digital Services before the end of the Contract Term if:

(a) we breach the Terms in any material way;

(b) you are a Consumer and we change any of the Terms or the Digital Services to your material disadvantage, as provided in section 7 ("*We Can Make Changes to The Terms and The Digital Services*"; or

(c) you are a Consumer and we are affected by delays outside of our control, as provided in section 21 ("We Are Not Responsible for Delays Outside Our Control")

16.4 **How to notify us that you wish to cancel your Subscription.** If you wish to cancel your Subscription for reasons set out under section 16.3 or where we are at fault, please contact us using the contact details set out at section **Error! Reference source not found.** ("*How to Contact Us*") to discuss any issues you may be experiencing, in accordance with section 19 ("*Your Rights If There Are Something Wrong With The Digital Services")*.

17 HOW TO CANCEL YOUR CONTRACT FOR DIGITAL SERVICES

This section applies to **Consumers only.**

17.1 **Where you are cancelling the contract within your 14 day right to cancel.** To exercise your 14 day right to cancel, you must inform us of your decision to withdraw by a clear statement. You can do this by sending the model cancellation form (set out at the end of the Terms) to us, although you are not obligated to do this.

Alternatively, you can cancel the Digital Services and request a refund (where applicable) by logging into your account, navigating to "Manage Subscriptions" and clicking "Cancel Subscription".

17.2 **Where you are cancelling for the reasons set out under section 16.3 *("Your rights to cancel your contract with us where JLR are at fault").*** We ask that you contact our customer relationship center to discuss any issues you may be experiencing, in accordance with section 19 ("*Your Rights If There Is Something Wrong With The Digital Services")*.

18 CONSEQUENCES OF CANCELLING YOUR CONTRACT FOR DIGITAL SERVICES

This section applies to **Consumers only.**

18.1 **The effect of cancellation on other Digital Service you receive.** If you receive multiple Digital Services from us under separate contracts, and your contract relating to one Digital Service expires or is cancelled, the contracts for the other Digital Services will remain in place and the Terms (and any Third Party Terms) will continue to apply to the provision of those remaining Digital Services.

18.2 **When access to the Digital Services will end.** Where you cancel your Subscription in accordance with your 14 day right to cancel (see section 16 ("*Your Rights To Cancel The Digital Services*")) your contract with us and access to the Digital Services will end on the day you notify us of your wish to cancel. Where you cancel for any other reason your Subscription will end on the last day of that Subscription Term (except where we are at fault whereby we will cancel the Digital Services once we have explored this with you).

18.3 **You have to pay for services you have received before you cancel your contract with us.** Where you are a Consumer, you may be required to pay for Digital Services you have accessed up until the time

you cancel. We may therefore calculate the value of the Digital Services you have received, before you notified us that you wished to cancel your order and deduct this from any refund you are owed.

18.4 **When and how we will refund you.** Where a refund is due, we will refund you for any amounts paid in advance (except for any deductions we may make, as explained above), as soon as possible and within 14 days of you telling us that you wished to cancel your Subscription. We will refund you by the method you used for payment. We do not charge a fee for the refund.

18.5 **Cancelling Third Party Digital Services.** Where you have purchased any Third Party Digital Services, you should speak with any Third Party Provider regarding cancelling those services and any refunds you may be entitled to. JLR shall not be responsible to you for any loss of use of any Third Party Digital Service where they are terminated by you out of choice (through no fault of JLR) or where the Digital Services are terminated under section 15 ("*Our Right to Cancel the Digital Services*").

18.6 **Unlinking the Digital Services.** You must unlink the Digital Services from your Vehicle once they have been cancelled. See section 20 ("*Your Obligations if You No Longer Own or Use the Vehicle*") for further information. We may remotely access your Vehicle and remove access to the Digital Services from them and cease providing you with the Digital Services.

19 YOUR RIGHTS IF THERE IS SOMETHING WRONG WITH THE DIGITAL SERVICES (WHERE YOU ARE A CONSUMER)

This section applies to **Consumers only.**

19.1 **Please contact us.** Unfortunately, we understand that on rare occasions, you may experience issues with the Digital Services. If you think there is something wrong with the Digital Services, please contact us using the contact details set out at section **Error! Reference source not found.** ("*How to Contact Us*"). Our customer relationship center will therefore do their best to resolve any problems you have with the Digital Services.

19.2 **Your legal rights**. If you are a Consumer, we honor our legal duty to provide you with Digital Services that are carried out with reasonable care and skill and provide access to software that is of satisfactory quality, as described and fit for a particular purpose. Nothing in the Terms will affect your legal rights.

19.3 **Compensation for damage to device or other digital content.** If defective digital content which we have supplied through the provision of the Digital Services damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either pay the reasonable costs to repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

20 YOUR OBLIGATIONS IF YOU NO LONGER OWN OR USE THE VEHICLE

What should you do if you no longer own or use the Vehicle? 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 SSO ACCOUNT. This can be done either through Our Apps, by following the Vehicle unbind process as further described in section 20.5 ("*Vehicle unbinding*") or via an authorized retailer, depending on vehicle platform

20.1 Additionally, you must:

(a) where possible, cancel the Digital Services, delete your user profile and any stored settings, features, information and personal data from the Vehicle;

(b) where possible, ensure the 'remember me' function for certain features of the Digital Services is disabled and/or you have logged out from the features; and

(c) comply with any additional instructions that may be issued by JLR specific to a Digital Service from time to time.

20.2 **What happens to the Digital Services once you no longer own or use the Vehicle?** If you no longer own or use your Vehicle while a contract for Digital Services is in effect, the Digital Services may continue be provided to a new user of the Vehicle for the remainder of your Contract Term. This may be subject to a new user completing their own SSO account setup and meeting any specific requirements for the Digital Services, such as having in place a suitable data plan to access Digital Services. This is because certain Digital Services are, once linked to a Vehicle, active for the full Contract Term. As such, you must unbind your account from the Vehicle to avoid incurring any liabilities (further described in section 20. below).

20.3 **Vehicle unbinding.**

(a) Removing your Vehicle from your SSO account protects both your privacy and the privacy of the new owner and ensures the new owner can enjoy any remaining Digital Services or entitlements linked to the Vehicle. Please note that personal information stored directly in the Vehicle (such as saved navigation destinations) is not removed automatically when you unlink the Vehicle from your SSO account. Because this data is held within the Vehicle itself, we recommend performing an infotainment system reset before you cease use of the Vehicle. Information on how to complete an infotainment system reset can be found in your vehicle handbook ("**iGuide**").

(b) When you handover the Vehicle you must inform the recipient if any Digital Services or connected vehicle features remain active, and you must make them aware that those Digital Services or connected vehicle features involve the collection, use and sharing of data as described in these Terms and our Privacy Policy.

(c) JLR reserves the right to remove the Vehicle from your SSO account without reference to you, where we are notified of or reasonably believe there has been a change in legal owner, registered keeper, authorized driver or where we are otherwise obligated to remove the Vehicle from your account by law. This may include where information obtained from third party data sources (such as vehicle registration authorities) indicates a change in ownership or control of the Vehicle.

(d) Where possible, we will notify you in advance of any such unbinding and provide you with an opportunity to contact us if you believe the unbinding is incorrect. Where advance notice is not possible, we will notify you as soon as reasonably practicable after the unbinding has taken place.

(e) Any notification will confirm that the Vehicle has been unbound from your SSO account. The notification will also provide details on how to contact us if you require additional assistance.

20.4 **What will happen if I do not follow the process set out at section 20.1?** If you do not follow the applicable process, you will (1) remain responsible for all charges that continue to be incurred for the Digital Services; and (2) risk your personal data being accessed by new owners or users of 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 Digital Services before you sell or transfer your Vehicle, to the extent permitted. When you handover the Vehicle you must inform the recipient if any Digital Services or features remain active, and you must make them aware that those Digital Services or features involve the collection, use and sharing of data as described in the Terms, our Privacy Policies (see section 25 "*How we will Use your Personal Information*") and the vehicle handbook ("**iGuide**") made available to you by us.

20.5 JLR will not be liable for any loss, damage, complaint and/or claim arising from your failure to remove the Vehicle from your SSO account. JLR will not be liable for any loss of access to services or related loss resulting from such unbinding, provided that JLR has acted reasonably and in accordance with these Terms.

21 WE ARE NOT RESPONSIBLE FOR DELAYS OUTSIDE OUR CONTROL

This section applies to **Consumers only.**

Delays outside our control. If access to the Digital Services is delayed by an event outside our control such as (without limitation): changes to, or failure of, mobile telecommunication networks, failure of the Digital Services due to lack of GPS signal, lack of internet connection, adverse weather, third party system failures, a change caused by legal or regulatory requirements or damage to or unauthorized modifications to the Vehicle to the extent that the Digital Services can no longer function, our obligations under the Terms will be suspended and the time for performance of our obligations will be extended for the duration of the event and we will use our reasonable endeavours to find a solution by which our obligations under the Terms may be performed despite the event.

As long as we do this, we will not compensate you for the delay, but if the delay is likely to be substantial you can contact us to end the contract and receive a refund for any amounts you have paid for in advance, but not received.

22 OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU WHERE YOU ARE A CONSUMER

This section applies to **Consumers** only.

22.1 **When we are not responsible for loss or damage.** We are responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in law, the loss was unforeseeable).

a) **Caused by a delaying event outside our control.** As long as we have taken the steps set out in section 21 ("*We Are Not Responsible for Delays Outside our Control*") we are not responsible for delays outside our control.

- **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by the Digital Services we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

- **A business loss.** We are not liable for business loss. We only supply the Digital Services for domestic and private use. If you use the Digital Services for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

b)

22.3 **The total amount you can claim from us is capped.** The total amount you can claim from us for loss or damage suffered by you under or in connection with the Terms and the Digital Services shall in all circumstances be limited to a sum equal to the Fees paid by you for the Digital Services. This does not apply to the types of loss set out in the paragraph directly above.

23 ACCESSING DIGITAL SERVICES THROUGH A THIRD PARTY STORE

23.1 Third Party Store. The ways in which you can use the Digital Services, including accessing it through Our Apps, may also be controlled by digital platforms, stores and/or services that are not owned, controlled or operated by us, such as App Store and Google Play (a "Third Party Store").

23.2 Third Party Store terms apply. Appendix 5 sets out further terms required when we provide you with Digital Services via JLR Apps (including but not limited to Our Apps). By using the Digital Services, you may also be required to comply with additional Third Party Store terms and conditions, rules and policies which may even apply instead of the Terms where there are differences between the two. To better understand how your data may be handled by Third Party Stores, we recommend you review their Privacy Policies.

23.3 The role of the Third Party Store. Where you access JLR Apps (including but not limited to Our Apps) as a result of it being made available through a Third Party Store, you may be entitled to a remedy from that Third Party Store. In certain circumstances, this may include additional remedies that we will provide as part of our access to the Third Party Store. Any such remedy will be set out in the terms and conditions provided by the relevant Third Party Store. In the event that you have a problem or complaint with a Third Party Store, that does not relate to Our Apps or the Digital Services, you will need to raise this with the Third Party Store directly.

24 INTELLECTUAL PROPERTY RIGHTS

24.1 **We remain the owners of the Digital Services.** You acknowledge that all intellectual property rights in the Digital Services anywhere in the world belong to us, our affiliates, or are licensed to us. Intellectual property rights means rights such as: copyright, trade marks, domain names, design rights, database rights, patents and all other intellectual property rights of any kind whether or not they are registered or unregistered (anywhere in the world). This means, for example, that we and they remain owners (or licensees) of such intellectual property rights and are free to use them as we and they see fit.

24.2 **We license the Digital Services to you.** Subject to the Terms, the rights in the Digital Services are licensed (not sold) to you, and neither you nor your Authorized Data Recipients have any rights in, or to, the Digital Services other than in accordance with the Terms. Unless otherwise specified, all trademarks used in connection with the Services are the property of JLR, our affiliates, or our licensors (as applicable).

24.3 **Third party open-source.** Some of the software components used in the Digital Services may be open source software (which means software that is made available under a licence allowing it to be publicly accessed and modified) and the intellectual property rights in them are owned by third parties. Except in the case of such open source software components and in accordance with their applicable licence terms, you acknowledge that you have no right to access any part of the Digital Services in source-code form.

25 HOW WE WILL USE YOUR PERSONAL INFORMATION

25.1 There are different Privacy Policies for each of the different Digital Services. Dependent on the Digital Services you have purchased, please see our and/or the relevant third party Privacy Policies for information regarding the use and retention of your personal information and your data protection rights.

25.2

25.3 We may use your Product Data and Related Service Data for the following purposes:

(a) to meet our legal and regulatory obligations;

(b) to set up and support the connected vehicle's functionality;

(c) to communicate with the legal owner or authorized registered primary user of the Vehicle for service and warranty claims as well as management of subscription services;

(d) to communicate with the user of the Vehicle any vehicle health notifications;

(e) for analytics and development activities to improve the customer experience and to monitor product development and improvement or service;

(f) to support software over the air updates, where available; and

(g) to verify warranty claims, detect fraudulent claims and detect vehicle tampering.

25.4 We may share your Product Data and Related Service Data with our service providers provided they only use the Product Data and Related Service Data on our behalf and where required for the purposes set out above.

25.5 Full details, including the nature and categories of data, formats, volumes, transmission characteristics, storage durations, access mechanisms, restrictions, and any applicable limitations, are contained in Appendix 1, which forms an integral part of these Terms and shall prevail in the event of any inconsistency with this summary

CERTAIN DIGITAL SERVICES MAY MAKE USE OF LOCATION DATA SENT FROM YOUR DEVICES OR VEHICLE. INFORMATION ABOUT SPECIFIC USES OF LOCATION DATA IS SET OUT IN THE RELEVANT PRIVACY POLICIES AND FUNCTION SPECIFIC TERMS.

26 OTHER IMPORTANT TERMS

(a)

26.2 **SOS Emergency Call.** If you are involved in a critical situation and your Vehicle's airbags are deployed or the sensors are activated the SOS Emergency Call can trigger support from emergency services by connecting you via voice and where supported, sending certain vehicle information. Alternatively, you can also press the SOS Emergency Call button if emergency assistance is required. Specifically, please note the following:

(a) If you do not renew your SOS Emergency Call Subscription, a limited emergency call service may remain active following the expiry of your Subscription Term at JLR's sole discretion. JLR is under no obligation to continue to provide SOS Emergency Call following the expiry and/or termination of your Subscription Term. Connectivity between your Vehicle and emergency services and / or JLR may 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 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

NOTE – If you do NOT have an active Subscription Term you must not rely upon SOS Emergency Call functionality, as it may not be present.

(b) Your personal contact details may remain available to emergency services provided your Vehicle is associated with your account on Our Apps and connectivity has been maintained at JLR's sole discretion. You can remove the Vehicle from your account on Our Apps, should you wish to. Once you have removed the Vehicle, the emergency services and / or JLR will no longer have access to your personal contact details (name, address and smartphone number) for this service. 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 JLR Digital Services Privacy Policy, and these Terms will continue to apply. The current version of the Terms is available within the "Legal" section of Our Apps

(c) The SOS Emergency Call service functionality will depend on the Market for which your Vehicle's specification is designed. However, the SOS Emergency Call service functionality may be restricted or limited when travelling between Markets.

(d) The operation of the SOS Emergency Call 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 Digital Services may not be able to be provided. Additionally, if the mobile network connection to the Vehicle is not available, such as where a subscription has not been renewed or where the network protocol used by the Vehicle is no longer available, neither SOS Emergency Call or 112 eCall will be available.

(e) Where this is a SOS Emergency Call Subscription offered by us, it is not intended to replace public emergency services available in the applicable Market.

(f) On some vehicle lines in some markets, SOS Emergency Call is legally mandated.

26.3 **Vehicle health.** Enables you to remotely find information about the Vehicle's health and status via Our Apps and in some circumstances on screen within the Vehicle. Our Apps also displays vehicle information, including the fuel level, range, and the odometer value. Whilst the Vehicle shares technical data automatically and sends this information to JLR for fault prediction, Our Apps may also provide advance warning of potential vehicle issues that may be addressed under JLR's warranty at no cost to you, or that may be addressed during maintenance or service. JLR may contact you through a retailer or appropriate partner if any potential issue is identified. Our Apps may also be used to contact you for urgent issues with your Vehicle.

26.4 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under the Terms to another organisation but this will not affect your rights or our obligations under the Terms.

26.5 **You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under the Terms to another person if we agree to this in writing.

26.6 **Nobody else has any rights under this contract (except someone you pass your manufacturer warranty on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms except (i) the Network Operator may enforce section 14 ("*Third Party Providers*") against you; and (ii) as otherwise expressly set out in Appendix 5. We may vary or rescind these Terms without the consent of any third party.

26.7 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the sections of the Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining sections will remain in full force and effect.

26.8 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under the Terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the Digital Services, we can still require you to make the payment at a later date.

26.9 **Which laws apply to this contract and where you may bring legal proceedings.** These Terms will be governed by the laws of the State of New Jersey, without giving effect to any principles of conflicts of laws.

26.10 **Dispute Resolution and Arbitration Agreement.**

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. 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 ARBITRATION 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.

APPENDIX 1 – DESCRIPTION OF PRODUCT DATA AND RELATED SERVICE DATA

JLR Vehicles can generate, process and store various Product Data and Related Service Data, depending on the specific model variant, vehicle settings, optional equipment, accessories and geographic requirements.

Data types

Data pertaining to our connected vehicles, including but not limited to device information, vehicle identification information, location information, journey information, log information, vehicle operation information, security authentication tokens, feature information and ECU variables. **Data Storage**

JLR Vehicles store data within the Vehicle and, depending upon connectivity (and other factors) may store data on JLRL servers. The period of time that JLR Vehicles and JLR servers retain Product Data for depends on the type of data and the use of the vehicle. It can range from data that is only available live and not retained, to data that is available and retained for the lifetime of the vehicle.

Data Access

A Vehicle User may request access to, or erasure of, their data by contacting JLR's customer relationship center , details of which are available at www.JLR.com or from authorized retailers.

Once a request has been validated, the provision to the Vehicle User of the readily accessible Product Data may be impacted by a variety of factors, including their model variant, connectivity and ongoing use. JLR will aim to provide data promptly, and in accordance with applicable law.

Some Product Data on JLR Vehicles may only be available where the vehicle has recently undergone diagnostics at a retailer, or is presently having diagnostics at a retailer, as a physical connection to the vehicle is required for any such data to be extracted. This data is otherwise not readily available and JLR is not required to produce the same, nor is JLR able to.

A Vehicle User may use the same contact mechanism to request that their data is shared with an authorized third-party, or that any existing sharing arrangement is terminated.

Please note, where JLR vehicles are not solely used and owned by the Vehicle User making the request, JLR may be unable to provide certain information, due to privacy obligations and/or restrictions.

JLRL process and store a variety of Product Data and Related Service Data (as defined by the Data Act), depending on the specific model variant, vehicle settings, optional equipment, accessories, vehicle connectivity, geographic requirements, as well as other factors.

Nature of Data

Product Data generated by JLR vehicles may be sent to JLRL for processing and storage as part of Related Services offered by JLR. This Product Data may include vehicle location, ECU variables, journey data, status data and security variables.

Data collection frequency

JLR vehicles generate data that is capable of being collected continuously and in real time, for some variables. Some of this data may be provided to JLR in real-time, or at significant delay, the frequency of transmission will be impacted by vehicle use and specific events.

Data Storage

JLR vehicles store data within the vehicle and, depending upon connectivity (and other factors) may store data on JLRL servers. The period of time that JLR ehicles and JLRL servers retain Related Service Data for depends on the type of data and the use of the vehicle. It can range from data that is only available live and not retained, to data that is available and retained for the lifetime of the vehicle.

Data

A Vehicle User may request access to, or erasure of, their data by contacting JLR's customer relationship center for their market, details of which are available at www.JLR.com or from JLR retailers.

Once a request has been validated, the provision to the Vehicle User of their readily available Product Data and Related Service Data may be impacted by a variety of factors, including their model variant, connectivity and ongoing use. JLRL will aim to provide data in accordance with applicable law.

Some Product Data on JLR Vehicles may only be available where the Vehicle has recently undergone diagnostics at an authorized retailer or authorized repairer, or is presently having diagnostics at an authorized retailer or authorized repairer, as a physical connection to the Vehicle is required for any such data to be extracted. This data is otherwise not readily available and JLRL is not required to produce the same, nor is JLR able to.

A Vehicle User may use the same contact mechanism to request that their data is shared with an authorized third-party, or that any existing sharing arrangement is terminated.

Where JLR vehicles are not solely used and owned by the Vehicle User making the request, JLR is unable to provide certain information, due to privacy obligations and/or restrictions.

JLR Vehicles may contain modules or components that are either: (a) not connected; or (b) JLR is unable to access due to design constraints. Any such data is not required to be provided under the Data Act and will not be provided.

Contract duration

The duration of any contract between any JLR Vehicle User and JLR for the provision of Related Services will vary depending on which Related Services you are accessing and be subject to the applicable services terms for your JLR Vehicle (either InControl Package Terms and Conditions, InControl Touch Pro and Pivi Pro Feature Terms and Software Over The Air Terms and Conditions or these Terms) (collectively the "JLR Terms and Conditions"). In addition to any rights set out within the JLR Terms and Conditions, JLR reserves the right to terminate the provision of Related Services at any time, at its sole discretion. The JLR Vehicle User's ability to terminate any agreement will be governed by the relevant JLR Terms and Conditions that apply to them and/or their JLR Vehicle.

APPENDIX 2 – ADDITIONAL TERMS APPLICABLE TO USE BY AUTHORIZED DATA RECIPIENTS

1 If you want to share data with your Authorized Data Recipients

This section applies to the **Vehicle User**.

1.1 We will share your Product Data and Related Service Data with you and your Authorized Data Recipients subject to these Terms. You, as the owner/primary user of the Vehicle, are only permitted to request access to Product Data and Related Service Data if:

(a) you are the legal owner of the Vehicle, or have the present legal right to use the Vehicle under a financial agreement and/or lease; AND

(b) you are logged into the Vehicle with a distinct SSO account that is only used by you; AND

(c) you do not share use of the Vehicle with any third-parties OR you have the consent of any third parties that have used your Vehicle for sensitive data that may have been generated by their use (such as journey logs and location information) for that data to be provided.

1.2 If you would like your Authorized Data Recipient to access your Product Data or Related Service Data, the Authorized Data Recipient must make a request via the JLR Data Portal which you will be asked to approve. If you approve the request, then we will permit the Authorized Data Recipient to access your Product Data and Related Service Data subject to and in accordance with these Terms.

1.3 You may use your Product Data and Related Service Data for any lawful purpose and/or share the data freely with Authorized Data Recipients via the JLR Data Portal. However, you and any Authorized Data Recipient must not:

(a) use the Product Data or Related Service Data to design, develop or manufacture any vehicle or other component, service or product in competition with any of our vehicles. You must not share the Product Data and Related Service Data with a third party with that intent;

(b) use Product Data and Related Service Data to derive insights about our economic situation, assets or production methods;

(c) share the Product Data and Related Service Data with a third-party other than your Authorized Data Recipients or a third party that is subject to the provisions of these Terms as applicable to your Authorized Data Recipients; or

(d) access the JLR Data Portal from outside the United States of America and/or its territories or share the Product Data or Related Service Data with a third party outside the United States of America and/or its territories.

1.4 If you cease to be the owner or primary user of the Vehicle, you unpair your SSO account from your Vehicle immediately via the JLR Data Portal.

1.5 If we offer services to support you with evaluating the Product Data and Related Service Data, they will be subject to separate terms and conditions and you may need to pay a separate charge.

1.6 If you or any Authorized Data Recipient has concerns about how the Product Data and Related Service Data has been provided, you or they shall notify us immediately via privacy@jaguarlandrover.com and provide sufficient detail. We will endeavour to resolve the concern within a reasonable period of time.

2 If you are given access to data by a Vehicle User

This section applies to **Authorized Data Recipients**.

2.1 Authorized Data Recipients must:

(a) only use Product Data and Related Service Data for the purposes and under the conditions agreed with the applicable Vehicle User;

(b) comply with all applicable laws relating to their use of Product Data and Related Service Data;

(c) erase the Product Data and Related Service Data when they are no longer necessary for the purpose agreed with the applicable legal owner or primary user of each Vehicle, unless agreed otherwise with them in relation to non-personal data;

(d) implement appropriate technical and organisational measures to protect the Product Data or Related Data from unauthorized access or use, in accordance with industry standards and relevant legal frameworks, including those related to cybersecurity; and

(e) comply with any security and data handling policy notified by us from time to time.

2.2 Authorized Data Recipients must not:

(a) (for the purposes of obtaining Product Data or Related Service Data) provide false information to us, deploy deceptive or coercive means or abuse gaps in our technical infrastructure designed to protect the data; or

(b) fail to maintain the technical or organisational measures required under section 2.1(d) or to comply with the security and data handling policy under section 2.1(e) above; or

(c) alter or remove, without our express agreement, technical protection measures applied by us to prevent unauthorized access to the Product Data and Related Service Data and to ensure compliance with these Terms; or

(d) use the Product Data and/or Related Service Data for unauthorized purposes; or

(e) breach paragraph 1.3(a) of this Appendix 2; or

(f) use the Product Data and/or Related Service Data in a manner that adversely impacts the security of any vehicle, or any of our other products, services or systems or that would cause us to breach applicable law; or

(g) use Product Data and/or Related Service Data for the profiling of natural persons, unless this is necessary to provide the service requested by the applicable Vehicle User,

(together, the "**Prohibited Acts**").

2.3 If the Authorized Data Recipient does any of the Prohibited Acts, we may suspend or terminate the Authorized Data Recipient's access to the Product Data and Related Service Data, and the Authorized Data Recipient must comply, without undue delay, with requests by us or the applicable Vehicle User to:

(a) inform the Requesting User of the unauthorized use or disclosure of the data and measures taken to put an end to this;

(b) erase the Product Data and Related Service Data and any copies of it;

(c) compensate us, the applicable Vehicle User or protected other third party for any harm suffered from the unauthorized use or disclosure; and

(d) end the production, offering, placing on the market or use of goods, derivative data or services produced on the basis of knowledge obtained through the Product Data and Related Service Data, or the importation, export or storage of infringing goods for those purposes; and

(e) destroy any infringing goods, if (i) there is a serious risk that the unlawful use of the Product Data and Related Service Data will cause significant harm to us, any trade secret holder or applicable User, or (ii) where this measure would not be disproportionate, given the interests of us, any trade secret holder or applicable User.

2.4 Authorized Data Recipients represent and warrant that:

(a) they have an appropriate contract in place with the Vehicle User, as applicable, governing their access and use of Product Data and related Service Data;

(b) they are not subject to any economic or trade sanctions or restrictions administered, enacted or enforced by the United States of America and/or its territories; and

APPENDIX 3 – ADDITIONAL TERMS APPLICABLE TO USE BY BUSINESS CUSTOMERS

This section applies to **Business Customers**.

1. CREATING AN ACCOUNT

1.1. To access and use the Services, a Business Customer (including Fleet Owners) must apply to create a SSO account in the manner specified by JLR.

1.2. The creation of any SSO account is subject to approval by JLR in its absolute discretion. JLR may require the Business Customer and/or Fleet Owners to provide such information and documentation as JLR reasonably requests, including for the purposes of identity verification, sanctions screening and other compliance checks.

1.3. JLR may refuse to create a SSO account where it is not satisfied that the applicable requirements have been met.

1.4.

2. YOUR RIGHTS TO CANCEL THE DIGITAL SERVICES

2.5 **Your rights to cancel your contract with us where JLR are at fault.** You may only cancel our contract with you for the Digital Services before the end of the Contract Term if we breach the Terms in any material way.

2.6 **How to notify us that you wish to cancel your Subscription.** If you wish to cancel your Subscription where we are at fault, please contact us using the contact details set out at section **Error! Reference source not found.** ("*How to Contact Us*").

3. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU WHERE YOU ARE A BUSINESS

3.1. You acknowledge that the Digital Services have not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the Digital Services meet your requirements.

3.2. We only supply the Digital Services for internal use by your business or organization, and you agree not to use the Digital Services for any re-sale or other commercial purpose.

3.3. 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 the Terms or in connection with the Digital Services for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss or corruption of data or information;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage

3.4. Other than the losses set out in section 4.3 above (for which we are not liable), our maximum aggregate liability under the Terms and in connection with the Digital Services (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 Digital Services. This maximum cap does not apply to the section directly below.

3.5. Nothing in the Terms shall limit or exclude our liability for:

- death or personal injury resulting from our negligence;
- fraud or fraudulent misrepresentation; or
- any other liability that cannot be excluded or limited under applicable law.

3.6. The Terms set out the full extent of our obligations and liabilities in respect of the provision of the Digital Services. Except as expressly stated in the 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 Digital Services which might otherwise be implied into, or incorporated in, the Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

APPENDIX 4 – MODEL CANCELLATION FORM – COOLING-OFF PERIOD (DIGITAL SERVICES)

Complete and return this form only if you wish to withdraw from the contract for Digital Services no later than 14 days following confirmation of your Subscription.

To: Jaguar Land Rover Limited,
Abbey Road,
Whitley,
Coventry,
CV3 4LF
Phone: 03705000500

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract for the supply of the following Digital Service [*]:

Description of Digital Service: [*]

Ordered on: [*]

Received on (if applicable): [*]

Name of consumer(s): [*]

Address of consumer(s): [*]

Signature of consumer(s) (only if this form is notified on paper): [*]

Date: [*]

[*] Delete as appropriate

APPENDIX 5 – ADDITIONAL TERMS APPLICABLE TO USE OF MOBILE APPLICATIONS

The following additional terms and conditions apply with respect to any mobile application (including but not limited to Our Apps) that we provide for use on an Apple iOS-powered mobile device (an "**iOS App**"):

1. You acknowledge that this Agreement is between you and us only, and not with Apple, Inc. ("**Apple**").

2. Your use of the iOS App must comply with Apple's then-current App Store Terms of Service.

3. The license granted to you for the iOS App is limited to a non-transferable license to use the iOS App on any Apple-branded devices that you own or control and as permitted by the 'Usage Rules' set forth in the App Store Terms of Service, except that such iOS App may be accessed and used by other accounts associated with you via 'Family Sharing' or volume purchasing.

4. We and not Apple, are solely responsible for the iOS App and the services and content available thereon. User acknowledges that Apple has no obligation to provide maintenance and support services with respect to the iOS App. In the event of any failure of the iOS App to conform to any applicable warranty, the User may notify Apple, and Apple will refund the purchase price for the iOS App to the User. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the iOS App.

5. You agree that we, and not Apple, are responsible for addressing any claims by you or any third-party relating to the iOS App or your possession and/or use of the iOS App, including, but not limited to: (i) product liability claims; (ii) any claim that the iOS App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, and all such claims are governed solely by these Terms and any law applicable to us as provider of the iOS App.

6. You agree that Apple shall not be responsible for the investigation, defense, settlement and discharge of any third-party intellectual property infringement claim related to the iOS App or your possession and use of the iOS App.

7. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

8. You agree to comply with all applicable third-party terms of agreement when using the iOS App (e.g., you must not be in violation of its wireless data service terms of agreement when using the iOS App).

9. You agree that Apple and Apple's subsidiaries are third-party beneficiaries to this Agreement as they relate to the license of the iOS App. Upon your acceptance of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as they relate to the license of the iOS App as a third-party beneficiary thereof.

The following additional terms and conditions apply with respect to any mobile application (including but not limited to Our Apps) that we provide for use on an Android-powered mobile device (an "**Android App**"):

1. You acknowledge that this Agreement is between you and us only, and not with Google, Inc. ("**Google**").

2. Your use of the Android App must comply with Google's then-current Android Market Terms of Service.

3. Google is only a provider of the Android Market where you obtained the Android App. We, and not Google, is solely responsible for the Android App and the Services and content available thereon. Google has no obligation or liability to you with respect to the Android App or this Agreement.

4. You acknowledge and agree that Google is a third-party beneficiary to this Agreement as it relates to the Android App.

FUNCTION SPECIFIC TERMS

JLR INFOTAINMENT

These Function Specific Terms and the Jaguar Land Rover Terms of Service for Digital Services ("**Digital Services Terms**") will apply to the features that make up "Range Rover Infotainment", "Defender Infotainment", "Discovery Infotainment" and "Jaguar Infotainment" (which may change from time to time) (collectively the "**Terms**").

Capitalised terms used but not defined in these Function Specific Terms shall have the meanings ascribed to them in the Digital Services Terms.

THESE TERMS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND JLR IN RELATION TO YOUR USE OF JLR INFOTAINMENT AND THE FEATURES SO PLEASE READ THEM CAREFULLY BEFORE YOU USE JLR INFOTAINMENT AND THE FEATURES.

BY USING THE FEATURES, YOU ACCEPT THESE TERMS. CERTAIN FEATURES MAY ALSO BE SUBJECT TO THIRD
PARTY TERMS AND CONDITIONS AND PRIVACY POLICIES. WHERE REQUIRED, YOU MUST SEPARATELY ACCEPT
THE RELEVANT THIRD PARTY TERMS BEFORE USING THE APPLICABLE FEATURE.

Nothing in these Terms excludes, restricts or limits any rights or remedies that you may have under applicable law that cannot lawfully be excluded, restricted or limited.

ADDITIONAL TERMS

1. WHEN DO THESE ADDITIONAL TERMS APPLY?

1.1 These Terms will apply to vehicles equipped with "Range Rover Infotainment", "Defender Infotainment", "Discovery Infotainment" and "Jaguar Infotainment" (collectively referred to as "**JLR Infotainment**"), which cover the infotainment, connected services, JLR and third party infotainment apps and software update features (including all software, images, text, data and other content forming part of or relating to those features) ("**Features**"), which may change from time to time. If your vehicle displays one of those infotainment systems, these Terms apply. Touch Pro and Pivi Pro infotainment systems are governed by separate terms available at *https://www.landrover.com/market-selector/incontrol-terms.html* or https://www.jaguar.com/en-xi/jdx/market-selector/incontrol-terms.html

1.2 You are responsible for ensuring that anyone you permit to use the Vehicle is made aware of these Terms and is instructed to use the Features in accordance with them.

1.3 These Terms also apply to you if you use a Vehicle with the Features that is part of a "fleet" even if you did not personally purchase or lease the Vehicle or obtain access to the Features through a Subscription. A fleet is a

group of vehicles that are maintained, owned or leased by a business or other organisation 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, or a vehicle made available to you by us or our authorised retailers on a temporary loan basis.

1.4 These Terms apply to your access and use of the Features. While some Features can be used without an internet connection, certain Features require mobile data connectivity, which may be provided through the factory-fitted SIM or through a Wi-Fi connection.

1.5 Please note that Features may be subject to change and not all Features may be available on your Vehicle model or Market. Please contact your authorised retailer for more information.

1.6 JLR may amend these Function Specific Terms where reasonably necessary, including to reflect changes to the Features, applicable law, regulatory requirements or security requirements. JLR will give you reasonable prior notice of any material changes to these Function Specific Terms before they take effect, except where this is not reasonably practicable, including where an immediate change is required to comply with applicable law or address a security risk. Where prior notice is not reasonably practicable, JLR will notify you as soon as reasonably practicable after the change takes effect.

1.7 In some Markets, to comply with local legal requirements, the mobile network provider may require you to complete an electronic identity verification process to activate the factory-fitted SIM.

2. FEATURES

2.1 Certain Features may only be available to users who are signed into a SSO account. Features and functionality available to signed-in users may differ from those available to users who are not signed in. In addition, not all Features or functionality are available in all Markets, and the availability of Features may vary depending on your location, Vehicle specification, infotainment system, subscription status and other factors.

2.2 You must not use or interact with any Feature in a way that distracts you from the safe operation of your Vehicle or compromises your ability to drive safely.

2.3 Enhanced AI Voice

2.3.1 The ‘Enhanced AI Voice’ Feature provides an extension to the existing ‘Connected Speech’ JLR voice features available within your Vehicle, powered by generative AI. Specifically, this Feature provides AI-generated responses to your questions for general conversational purposes only.

2.3.2 Feature responses are generated by AI systems operated by Microsoft and made available via our third party feature provider Cerence GmbH. We do not create or endorse the responses you may receive from this feature, and we do not verify and are not responsible for the accuracy, completeness or suitability of such responses.

2.3.3 Responses generated by the Enhanced AI Voice Feature may be inaccurate, incomplete, outdated or inappropriate for your circumstances. You should independently verify any information before relying on it. The Enhanced AI Voice Feature must not be relied upon for professional, legal, financial, medical, safety-critical, emergency or driving-related advice.

2.3.4 You must not input personal data belonging to third parties or confidential information into the Enhanced AI Voice Feature unless you have appropriate permission to do so.

2.3.5 You should exercise discretion and judgment when considering AI-generated information. When using this Feature, you are interacting with an AI-enabled system and may receive AI-generated responses. These responses are generated by AI and do not necessarily reflect the views, opinions or recommendations of JLR. They are provided for general informational and conversational purposes only and should not be relied upon without independent verification.

2.4 Managed Care

The 'Managed Care' service is available where your Vehicle is covered by the original manufacturer's warranty, where you have purchased an extended warranty from the original manufacturer or where you have opted into 'Vehicle Health Alerts', subject to any applicable eligibility requirements.

Managed Care uses technical data transmitted by the Vehicle to support vehicle health monitoring and prediction. Where potential maintenance requirements, service requirements or vehicle events are identified, JLR may provide advance warning to you and may contact you directly, or through an authorised retailer or other relevant service provider. In certain circumstances, identified vehicle events may be addressed under applicable warranty or extended warranty at no cost to you, or may be addressed during routine maintenance or servicing.

Our Apps may also allow you to view information relating to your Vehicle's health and status remotely and, in some circumstances, on screen within the Vehicle. Our Apps may also display vehicle information such as fuel level, range and odometer value. Information made available through Our Apps is intended to complement the Managed Care service and may vary depending upon Vehicle specification, connectivity and Market availability.

2.5 App Library

Where third party content or services are made available through the App Library, the App Library will, where provided by the relevant third party provider, make available links to the applicable terms and conditions and privacy policy of that provider. You are responsible for reviewing and complying with any such terms and policies that apply to your use of the relevant third party content or services.

In accordance with applicable law, JLR reserves the right to suspend, remove, restrict access to or disable any application, content or service made available through the App Library where reasonably necessary, including for legal, regulatory, security, technical or operational reasons. You may report concerns regarding applications, content or services through JLR's reporting channels, including via the in-vehicle QR code where available. Where reasonably practicable, JLR will provide notice of any material suspension, removal, restriction or disabling of an application, content or service.

2.6 Electric Vehicle Features

Charging schedules, departure schedules and charging controls are provided for convenience only. Their operation may depend on factors including Vehicle settings, connectivity, charger availability and power supply.

JLR does not guarantee that a charging session will commence, continue or terminate at any specific time, or that your Vehicle will achieve a particular state of charge or be ready for departure at a scheduled time.

2.7 Valet Mode

When Valet Mode is activated, access to the vehicle's infotainment system is limited to essential functions. Valet Mode may also allow access to certain storage areas of the Vehicle to be restricted. Personal information, account-related content, and security-sensitive features are not accessible. Some convenience features, settings, connectivity functions, and stored vehicle data may also be unavailable. Available features may vary depending on vehicle model, software version, and market. When Valet Mode is deactivated, full access to vehicle features, settings, and account-related services is restored.

2.8 Vehicle Position and Journey Data

Vehicle position and journey data may be displayed using information transmitted by the Vehicle, subject to the privacy, consent and preference settings selected in the Vehicle. If location services, GPS functionality or related data-sharing settings are disabled, some or all vehicle position and journey data may be unavailable. Location information may be unavailable, delayed or inaccurate due to network availability, satellite coverage, environmental conditions or technical limitations. Historical journey information may not be available for all journeys.

2.9 Screen Hits

The Screen Hits feature may allow the primary user of the Vehicle, or a user who is signed into an applicable account, to enable access to content, applications or viewing functionality for passengers within the Vehicle.

If you use the Screen Hits feature to allow other passengers in the Vehicle to access content or services, you are responsible for ensuring that they are aware of these Terms and any applicable third-party terms and conditions. Any use of the Screen Hits feature through your account, profile or Vehicle session will be deemed to have been authorised by you.

2.10 Optimised Roadside Assistance

The Optimised Roadside Assistance feature may allow you to request roadside assistance services through the Vehicle's infotainment system or other supported interfaces. Availability of the feature may depend on Vehicle specification, software version, connectivity, Market availability and subscription status. Roadside assistance services are subject to the terms and conditions of the applicable roadside assistance programme. Coverage may be provided as part of the original manufacturer's warranty or other qualifying vehicle cover. Assistance requested outside the applicable coverage period, or services not included within the applicable roadside assistance programme, may be subject to additional charges.

Submission of a roadside assistance request through the Vehicle does not guarantee service availability, response times or recovery outcomes. Where available, vehicle diagnostic, location and other relevant vehicle data may be shared with JLR, roadside assistance providers and their service partners for the purpose of facilitating assistance, subject to applicable privacy settings and data protection requirements.

3. USE OF THE FEATURES

3.1 We make the Features available only for private domestic use or internal use by your business in connection with the Vehicle. The Features must only be used for their intended purpose and not for re-sale. You must not and must not permit anyone else to use the Features in any way which:

3.1.1 is unlawful, prohibited or restricted under applicable law in any Market in which you intend to use or are using the Features (for example where use of safety camera location information is not permitted);

3.1.2 is unsafe or which puts your own, your passengers' or any other person's safety at risk;

3.1.3 causes harm to the Vehicle, any data, software, device, computer systems or networks;

3.1.4 is not authorised by us or which infringes any intellectual property rights (including those of third party providers).

3.2 In addition to the conditions in clause 3.1 above, you must not use the JLR Infotainment or any Features:

3.2.1 in any way that could or does damage, disable, overburden, impair or compromise our, or the network provider's systems or security or interfere with other network users; or

3.2.2 for any peer to peer file sharing (P2P), bit torrent, or proxy server network, spamming, the sending of bulk unsolicited e-mails or commercial messages, maintaining any form of email server, or in any way which involves providing any service that allows access to a public IP or internet address.

3.3 The availability and functionality of some aspects of the Features are dependent on mobile network coverage and other factors which are outside of our control. For example, network connectivity may be unavailable in remote or enclosed areas and may be affected by obstructions such as hills, tall buildings and tunnels or network capacity. In addition, certain legacy mobile network technologies (such as 2G, 3G and possibly others) are being phazed out or are due to be phased out by mobile network operators, which may affect connectivity and the availability or performance of the Features in some vehicles. The Features may be subject to occasional disruption or downtime due to essential maintenance or modifications but we will always try to minimize any unavailability this causes.

3.4 We cannot guarantee that navigation data or content (e.g. maps, safety cameras, speed limits or traffic data) is accurate, complete or up to date. This is provided for your convenience, but you remain responsible for complying with applicable traffic laws including road signs and speed limits.

3.5 Subject to applicable law, we reserve the right to change, suspend, remove or disable access to any Features or functionality where reasonably necessary. For example, this may be necessary:

3.5.1 to perform maintenance;

3.5.2 to address security or safety concerns;

3.5.3 to comply with legal or regulatory requirements;

3.5.4 due to changes made by third party suppliers;

3.5.5 because a Feature is no longer commercially or technically viable

3.5.6 because the Feature is being replaced, upgraded or withdrawn; or

3.5.7 in the event of a breach of these Terms.

Where reasonably practicable, we will provide advance notice of any material change.

3.6 It is your responsibility to delete all personal information, content and other data that you may have stored on your Vehicle, to the extent permitted by the Features and Vehicle equipment, before you transfer ownership of your Vehicle or return a rental or leased vehicle to its primary owner. For example, if using a web browser, it will usually have settings from which you can delete favourites, browsing history and any cookies stored.

3.7 You are responsible for your use of the 'Use Passcode Entry Functionality' feature that applies to certain Features. This feature enables you to require a PIN before access is granted to certain account-related settings, Features and associated data linked to your SSO account on the Vehicle.

If you choose not to use this feature, other users of the Vehicle may be able to access and amend certain account-related settings, Features and associated data without entering a PIN.

You should ensure the passcode functionality is enabled if you do not wish other Vehicle users to access or amend your account information, settings, Features and associated data that are protected by this feature. However, not all settings, Features, information or data on the Vehicle are associated with your SSO account or protected by the passcode functionality.

3.8 We are not responsible for any third party websites or content you choose to access, or data you choose to share with third parties, through the Features, and you do so at your own risk. Those websites may use cookies or

similar devices. You are encouraged to review the applicable terms of service, privacy policies and other notices made available by such third parties before accessing their websites, content or services.

3.9 Use of certain Features (for example, video streaming) may be restricted while the Vehicle is moving. Such restrictions may vary depending on the Vehicle's build specification, primary Market, and applicable legal, regulatory or safety requirements.

3.10 Certain Features may be made available through compatible wearable devices. Availability and functionality may depend upon the hardware, operating system and software of the wearable device and applicable third party terms.

3.11 JLR processes personal information relating to JLR Infotainment and the Features in accordance with JLR's Privacy Policy, available through Our Apps.

3.12 Your acceptance of these Terms does not constitute your consent to the processing of personal information. Where JLR relies on your consent as the legal basis for processing, that consent is requested separately, is as easy to withdraw as it is to give and may be withdrawn at any time.

4. THIRD PARTY TERMS FOR FEATURES

4.1 JLR Infotainment may enable you to access certain third party content and services via the Features on your Vehicle. We have selected and made available access to this third party content and services to benefit our customers.

4.2 JLR does not create, control or monitor all content made available by third party providers and does not guarantee the accuracy, legality, availability or suitability of such content.

4.3 Subject to applicable law, JLR reserves the right to suspend, remove or restrict access to third party content or applications where reasonably necessary to:

4.3.1 comply with applicable law;

4.3.2 address security or safety concerns;

4.3.3 protect users or third parties;

4.3.4 respond to complaints or legal claims; or

4.3.5 comply with requests made by competent authorities.

Where reasonably practicable, JLR will provide advance notice to affected users of any material removal or restriction of third party content or applications.

4.4 Third party content and services may be subject to separate terms and conditions and privacy policies of the relevant third party provider, including those listed in the table below. You are responsible for reviewing and complying with any such terms and policies applicable to your use of the relevant third party content and services.

Feature	**Web address of terms of use**	**Web address of privacy policy**
TomTom - for JLR Infotainment, third party provider terms apply for navigation	*https://www.tomtom.com/legal/en_gb/eula-automotive/*	*https://www.tomtom.com/privacy/en_gb/*

Tata Communications Limited - for JLR Infotainment, third party provider terms apply for mobile network connectivity (including the Fair Usage Policy)	*https://move.tatacommunications.com/terms-and-conditions*	*https://move.tatacommunications.com/policies/privacy*

4.5 Where applicable, a third party provider may require you to create an account and/or expressly accept its terms and conditions and privacy policies before accessing or using its content or services. However, the applicability of such terms and conditions and privacy policies does not depend on whether you are required to expressly accept them before use. For example, certain third party media services may require a separate account with the relevant third party provider.

4.6 Any arrangements, subscriptions, purchases or agreements made between you and the third party provider are solely between you and that provider and are entered into at your own risk and expense. For example, you are responsible for payment of any charges relating to third party applications that you choose to download, purchase or subscribe to.

4.7 The choice of third party content and services available for your Vehicle may change from time to time. Subject to applicable law, we may change, suspend, remove or disable access to any third party content or services at any time.

4.8 From time to time we may make available updates for third party content and services which may require you to accept the third party's new or updated terms and conditions and privacy policies.

5. SIMS AND DATA CHARGES

5.1 Connectivity required for operation of the Features is provided through the factory-fitted SIM and connectivity solutions selected by JLR. Certain Features may require an active Subscription. Where a Subscription is required, the Feature may cease to operate when the Subscription expires or terminates.

5.2 Transmission of data via the factory-fitted SIM takes place across mobile telecommunications networks which are provided and managed by our selected provider of mobile network operator services ("**MNO Service Provider**"), either directly or through a locally licensed provider with whom the MNO Service Provider has a contractual arrangement. The MNO Service Provider acts as the telecommunications service provider for the Features. You will be required to accept their terms and conditions for use of the mobile telecommunications networks. For JLR Infotainment, the applicable network provider terms and conditions are identified in the table in clause 4.4 above.

5.3 The Features and connectivity services are designed primarily for use in the Market for which the Vehicle was manufactured and configured. Whilst the Features may operate in other locations, JLR does not guarantee the availability, functionality, performance or compatibility of any Feature or connectivity service outside that Market. Availability may be affected by factors including network coverage, local legal or regulatory requirements, technical limitations, regional service configurations, roaming restrictions, and the availability of local network providers and third-party service providers. As a result, certain Features or connectivity services may be unavailable, restricted or operate differently when the Vehicle is used outside its intended Market.

6. SINGLE SIGN-ON AND SUBSCRIPTIONS

6.1 To use certain Features and functionality you will first need (i) to set up a SSO account; and (ii) a current Subscription.

6.2 For certain Features, an initial subscription period is included when the Vehicle or relevant option pack is originally purchased, depending on Feature, Vehicle model, specification and Market. To continue using a relevant Feature after its initial Subscription period expires, you will need to renew your Subscription and pay any applicable renewal charges. Further information about your initial Subscription and how to renew it is available from your authorised retailer and through Our Apps.

6.3 A subscription purchased from JLR may enable access to certain third party applications, content or services. Those third party applications, content or services may require separate accounts, subscriptions, licences or payments payable directly to the relevant third party provider. Any such third party subscriptions, purchases or charges are separate from, and not included within, a Subscription purchased from JLR unless expressly stated otherwise.

6.4 Following expiry or termination of your Subscription, we may delete information associated with the relevant Features where retention is no longer necessary for operational, legal or regulatory purposes.

7. SOFTWARE UPDATES

7.1 In these Terms "**Software Updates**" means software updates for JLR Infotainment and other Vehicle systems that are delivered over the air or installed manually using methods approved by JLR.

7.2 When the Vehicle is connected, Software Updates may be available from time to time and may:

7.2.1 maintain or improve existing Features and functionality;

7.2.2 add new Features and functionality;

7.2.3 modify, replace or remove existing Features and functionality;

7.2.4 address security, safety or performance issues; or

7.2.5 ensure compatibility with related systems, services or software.

7.3 Software Updates may be delivered over-the-air using the Vehicle's connectivity systems, including the factory-fitted SIM or a Wi-Fi connection. In some circumstances, Software Updates may also be installed manually using other methods approved by JLR.

7.4 Software Updates may need to be installed sequentially, as later updates may depend on the successful installation of earlier updates. We recommend that you install Software Updates as soon as reasonably practicable after they become available. Certain Software Updates may only be available for a limited period, and delaying or failing to install them may affect your eligibility to receive that Software Update or subsequent Software Updates.

7.5 During the download or installation of certain Software Updates, some Vehicle functions, Features or connected services may be temporarily unavailable, limited or disabled until installation has been completed. This may include certain safety, security, remote access, infotainment or connected vehicle services. Software Updates should only be installed when the Vehicle is safely parked and not required for immediate use.

7.6 Software Updates may not install correctly if the Vehicle contains non-standard software, hardware or modifications. Installation of a Software Update may overwrite existing software on the Vehicle, including any non-standard or third-party software that has been installed.

7.7 If you use a Fleet Vehicle, the Fleet Owner may have policies, procedures or restrictions relating to Software Updates. It is your responsibility to check with the Fleet Owner regarding the installation and use of Software Updates on a Fleet Vehicle.

7.8 In order to determine your Vehicle's eligibility for a Software Update, deploy Software Updates and support the Software Update process, JLR may collect and process Vehicle information, including the Vehicle Identification Number (VIN), software version information, system status information and, where reasonably necessary, location information. Further details regarding our processing of personal information are set out in the applicable Privacy Policy.

7.9 If you have any questions or experience any issues relating to Software Updates, please contact your authorised retailer.

8. INFOTAINMENT FEATURES

8.1 Availability of the Features:

8.1.1 the availability of particular Features may vary depending on Vehicle specification, software version, subscription status, geographic location and Market;

8.1.2 certain Features may require an active Single Sign-On account and completion of a setup process before they can be used. The setup requirements may vary depending on the Feature, Vehicle specification, software version and Market;

8.1.3 we cannot guarantee that the Features (or any of their functions) or Our Apps will be error free or will be continuously available. The availability and functionality of the Features may be affected by factors outside our reasonable control;

8.1.4 certain Features may not operate correctly if the Vehicle has not been properly maintained or is not in good working condition; and

8.1.5 the Features may be subject to temporary disruption, unavailability or reduced functionality during maintenance, modification or updates to the Features or supporting systems, including telecommunications networks.

8.2 Local restrictions on use of the Features. Some Markets may prohibit or restrict the use of certain Features or third party content or services available through the Features. You must make yourself aware of, and you must comply with, all local laws in each Market in which you intend to use or are using the Features.

8.3 Certain Features may rely on a factory-fitted SIM card, fitted in the Vehicle to enable transmission of data for access to Wi-Fi Hotspot.

8.4 In these Function Specific Terms, references to the **"network provider"** mean the mobile network operator that is providing connectivity for the Features or the mobile network operator that is providing connectivity for Wi-Fi Hotspot.

8.5 When using any SIM, you must:

8.5.1 be responsible for all network provider and data plan charges relating to your 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 Features data will be sent over your SIM when mobile data and/or the Wi-Fi Hotspot are enabled;

8.5.2 only use any SIM fitted in the Vehicle for utilising and accessing the Features;

8.5.3 not use the SIM for any purpose other than that described above or as may be specifically authorised by us from time to time;

8.5.4 not permit the use of the SIM in any way that may cause the operation or quality of the mobile network to be jeopardised, impaired or interrupted, or to interfere with the integrity of any telecommunications or IT network or system; and/or

8.5.5 not otherwise use or copy the SIM except as expressly allowed under these additional terms.

8.6 Use of the Wi-Fi Hotspot. If you have purchased Wi-Fi Hotspot, please be aware that Wi-Fi connectivity may not always be available and will be dependent on the mobile signal of the mobile network operator.

8.7 Following the expiry of a data plan (where applicable) for Wi-Fi Hotspot, you will need to renew your subscription in order to continue using Wi-Fi Hotspot.

9. VEHICLE UNPAIRING

9.1 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 SSO ACCOUNT. This can be done through the Vehicle Details section of Our Apps.

9.2 If you do not remove your Vehicle, you will remain responsible for charges, if any, for any Digital Services incurred in connection with the Vehicle up to the point at which you notify us that you no longer own or use the Vehicle, or at which we otherwise become aware of that fact.

9.3 Removing your Vehicle from your SSO account protects both your privacy and the privacy of the new owner and ensures the new owner can enjoy any remaining connected vehicle services or entitlements linked to the Vehicle. Please note that personal information stored directly in the Vehicle, such as saved navigation destinations is not removed automatically when you unlink the Vehicle from your SSO account. Because this data is held within the Vehicle itself, we recommend performing an infotainment system reset before you cease use of the Vehicle. Information on how to complete an infotainment system reset can be found in your iGuide.

9.4 When you hand over the Vehicle you must inform the recipient if any Digital Services or connected vehicle features remain active, and you must make them aware that those Digital Services or connected vehicle features involve the collection, use and sharing of data as described in these Terms and our Privacy Policy. The obligations in this clause do not affect any obligations of JLR to provide information or transparency to users under applicable law.

9.5 JLR reserves the right to remove the Vehicle from your SSO account without reference to you, where we are notified of or reasonably believe there has been a change in legal owner, registered keeper, authorised driver or where we are otherwise obligated to remove the Vehicle from your account by law. This may include where

information obtained from third party data sources (such as vehicle registration authorities) indicates a change in ownership or control of the Vehicle.

9.6 Where reasonably practicable, we will notify you in advance of any such unbinding and provide you with an opportunity to contact us if you believe the unbinding is incorrect. Where advance notice is not feasible, we will notify you as soon as reasonably practicable after the unbinding has taken place.

9.7 Any notification will confirm that the Vehicle has been unbound from your SSO account. The notification will also provide details on how to contact us if you require additional assistance.

9.8 To the extent permitted by applicable law, JLR will not be liable for any loss, damage, cost, expense, claim or liability arising from your failure to remove the Vehicle from your SSO account. JLR will not be liable for any loss of access to services or related loss resulting from such unbinding, provided that JLR has acted reasonably and in accordance with these Terms.

If you have any questions about these Terms, please contact your authorised retailer.