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Terms of Use of Toyota's Platform

Introduction

Our platform "**Platform**" refers to the Toyota mobile applications as well as any Toyota websites or portals, including but not limited to MyToyota app.

These terms of use "**Terms of Use**" apply to the Platform and the content, Services, application software, etc. made available on the Platform, as well as to the creation and use of your "**Account**".

By using the Platform and any other related website where these Terms of Use are applicable, you agree to the following terms with [NMSC NAME + ADDRESS + COMPANY REGISTRATION PLACE AND NUMBER + VAT NUMBER] and Toyota Motor Europe NV/SA, Avenue du Bourget/Bourgetlaan 60, 1140 Brussels, Belgium, company number / VAT No. (BE)0441.571.714 "**TME**", which are responsible for the Platform and referred to in these Terms of Use as "**Toyota**", "**we**", "**us**" and "**our**".

You must first read and accept these Terms of Use, which constitute a legally binding agreement between you and Toyota, to:

- access and use the Platform;
- subscribe to additional services (the "**Services**" as further defined below); and
- be able open and use your Account.

Other services, offered by third parties ("**Third-Party Provider(s)**") and accessible directly or indirectly through the Platform, may offer products and Services to you through the Platform. By accepting these Terms of Use, you agree that the use you will make of the Platform or Services may be governed by separate terms of use or terms and conditions from such Third-Party Provider(s), which you will also be requested to accept. If you use the Platform to enjoy the Services and/or Application of a Third-Party Provider, you are deemed to have accepted the applicable terms of use or terms and conditions of that Third-Party Provider. Therefore, we recommend carefully reviewing these terms of use or terms and conditions prior to such utilization.

Additionally, some Services offered within our Platform may include specific terms of use and/or privacy notices that may apply. We strongly invite you to consult them when making use of such Services.

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Section 1 – Account and general provisions

1. Key definitions and overview

In these Terms of Use:

- **Account** means your Account that is accessible through the Platform.
- **App(s)** refers to but is not limited to MyToyota, Lexuslink and Lexuslink+ application.
- **Content Services** means the over-the-top Services (e.g. Internet radio) provided over the Internet via the Internet Access Service by the relevant Third-Party Provider, depending on the country of usage or via other means of Internet access (such as a Bluetooth connection with your smartphone).
- **Internet Access Service** means the Internet access service as described in the dedicated section.
- **Platform** means the Customer Portal on our Website and/or the App.
- **Remote Services** means any Service that can be enabled in the Vehicle, but instead is provided through the App. Those Services are described in [\[dexpwiki.toyota.eu/wikicontent/toyota-content-updates/owners/connected-services\]](#) NMSC to replace the link with localized version and to ensure the local page has the same visualization as in the dexpwiki page. 'dexpwiki' link not to be used for live environment];
- **Smart Digital Key** is a Service to which you can subscribe to as described in the dedicated clause under the Standard Services section.
- **Services** means the Standard Services and, if you have a Vehicle with an on-board Internet access functionality, the Internet Access Service, and the Content Services. It also refers to Remote Services or the Smart Services, if you have access and have activated them.
- **Smart Services** means Services related to your journey, driving experience and peace of mind that can be activated from within your Vehicle, through the head unit and as described in [\[dexpwiki.toyota.eu/wikicontent/toyota-content-updates/owners/connected-services\]](#) NMSC to replace the link with localized version and to ensure the local page has the same visualization as in the dexpwiki page. 'dexpwiki' link not to be used for live environment];
- **Standard Services** means Services related to your journey, driving experience and peace of mind, as described in [\[dexpwiki.toyota.eu/wikicontent/toyota-content-updates/owners/connected-services\]](#) NMSC to replace the link with localized version and to ensure the local page has the same visualization as in the dexpwiki page. 'dexpwiki' link not to be used for live environment];
- **Terms of Use** means the present terms of use.
- **Third Party/ Third Parties** means any service provider (including a Third-Party Service Provider) or recipient of information other than TME, involved in providing Services to you, including but not limited to an authorised retailer.
- **Toyota HomeCharge solution** is a service allowing you to manage your Toyota HomeCharge directly from the App.
- **User, you or your** means any natural or legal person that has subscribed to the Services through his/her/its Account.
- **Vehicle** is the Toyota or Lexus vehicle owned by you and which may be connected to our Platform.

2. These Terms of Use form a contract between you and us.

By subscribing to the Services, you conclude a contract with us, as applicable, (i) for the provision by us and use by you of the Standard Services and (ii) for the facilitation by us of your access to and use of the Internet Access Service and Content Services and (iii) for the provision of Remote Services.

Please note that certain sections of these Terms of Use will not be applicable to you in the event you have not activated - or cannot benefit from - the specific Service(s) to which such specific section is dedicated to.

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3. Access to and use of the Platform and your Account

If you open and use an Account, you are responsible for maintaining the confidentiality of your Account and related password, as well as for restricting access to the device(s) through which you access your Account (for example, your computer) to prevent unauthorised access to your Account. You agree to accept full responsibility and are liable for all activities that occur under your Account or related password. You should take all necessary steps to ensure that your Account related password is kept confidential and secure. You should also inform us immediately if you have any reason to believe that your password has become known to anyone else, or if the password is being, or is likely to be, used in an unauthorised manner.

You can always reset your password by going on the “Sign In” page and clicking on the “Reset password” link. You will then be asked to provide the email address of your Account, after which you will receive an email with instructions to reset your password and a link you need to click on. Clicking on this link will take you to a page where you need to choose and confirm your new password and then to click on “Change password” to confirm the changes. The email with the instructions to reset your password can also be triggered by a call centre or by a customer support member through the “Administrative Portal”.

Please ensure that the details you provide us with are correct, up-to-date, and complete. Please also inform us immediately of any changes to the information you provided us with when opening your Account or afterwards.

You can access and update much of the information you provided to us in the “**My Profile**” area of the Platform.

As further explained throughout these Terms of Use, we reserve the right, at any moment as deemed appropriate and justified:

- to refuse you access to the Platform;
- to deny you the opening of an Account, and
- to terminate or remove your Account.

4. Availability of the Platform and your Account

We will try to provide an uninterrupted availability of the Platform and your Account and error-free transmissions. However, due to the nature of the Internet, an uninterrupted and error-free access cannot be always guaranteed.

Also, we may occasionally suspend or restrict your access to the Platform and/or your Account based on valid reasons, including emergencies, technical reasons (repair, maintenance, improvement, etc.), security related reasons, and/or as required for the introduction of changes (new facilities, Services, Apps, etc.), without incurring any liability. We will attempt to limit the frequency and duration of any such suspension or restriction as much as reasonably possible.

We may also block or prevent access to your Account in case of a (suspected) breach of confidentiality or security of your Account or in cases of misuse of your Account.

You are responsible for the choice of your own devices used to access the Platform and your Account, as well as the products, Services, or Apps via the Platform, including the compatibility of such devices in terms of software and technological fitness to receive the Services. You are also responsible for keeping these devices up to date, including, but not limited to, installing any updates or new releases when these are made available by us.

5. Access to and use of Services and Apps made available or offered on the Platform

a. Services and Apps made available or offered on the Platform

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Via the Platform and through your Account, you may have access to various Services and Apps which are made available to you or which you can buy or subscribe to. **Some section of these Terms of Use may only be applicable to you in case you have subscribed to the related Service.**

It is possible that some Services described in these Terms of Use or on our website are not available for the car model that you own or in the region where you live. You can contact your dealer or reach out to your national call centre to verify if a Service is available for your Vehicle or in your country of residence.

Also, certain Services and Apps may be made accessible or offered via Platform and through your Account by Third-Party Providers. These Services and Apps are referenced on the Platform and through your account for your convenience. They are provided under the sole responsibility of the Third-Party Providers. The terms of use or conditions governing such services or applications are determined by the respective Third-Party Provider and will govern the Services or Apps accordingly. Should you wish to access, purchase, or subscribe to such Services or Apps offered by Third-Party Providers, you may therefore be required to accept their own terms of use or conditions, separately from these Terms of Use. To clarify, these Terms of Use only apply to Services or apps directly provided by Toyota, unless otherwise stated in writing.

b. Subscription model

Some of the Services or Apps made available to you are offered free of charge (including during free trial periods), while others may be subject to a paid subscription. Please carefully read the subscription plan information and related pricing before activating a subscription.

Note that all subscriptions are in principle valid for only one Vehicle. An additional subscription is needed for each additional Vehicle you want to add to your Account. Subscriptions cannot be shared with others either.

I. Subscription plans

As applicable, we may offer several subscription plans to enjoy full access to our Services:

- Monthly subscriptions;
- Yearly subscriptions; and
- Multi-year subscriptions.

The applicable prices per subscription plan are made available in the subscription centre in the App/Platform.

Note that you cannot switch between subscription plans if a selected plan is still ongoing. You must first cancel the current subscription plan (in accordance with these Terms of Use) before you can choose a different enrolment type.

II. Automatic renewal

All subscription plans are in principle set to automatically renew at their expiry date. To avoid renewal, simply terminate your subscription before the renewal date. You can do this from the App.

III. Trial Period

Upon subscribing to certain Services, you may enjoy (where this is indicated as such) a trial period (as applicable, e.g. a 1-month trial) to explore and experience the Services. During this period, no charges will be incurred. In some cases, you may need to provide a valid payment method to activate the Trial. The subscription will remain active until the end of the trial period and will automatically be cancelled on that day. You will not be charged.

After expiration of a trial period, you may choose to convert the subscription into a paid subscription, as per the subscription terms applicable to each specific Service.

Please note that each Vehicle grants you the right to only one free trial period. In other words, the trial period can only be activated once per Vehicle. If you use the free trial period for a Service and cancel your

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subscription at some point, then, next time you activate the Service for that same Vehicle, you must pay from the first day of usage.

IV. Payment Information

Payment for your chosen subscription plan is prepaid and including all costs. Your credit card or payment information will be collected at the time of the activation of the subscription. However, no charges will be applied during a free trial period. You may see a 0.00 € transaction as part of credit card validation.

For monthly subscriptions, you will be charged on the same day every month. For yearly subscriptions, you will be charged on the same date every year. In case of multi-year subscriptions, you will be charged on the same date every recurrent subscription period.

You can add multiple credit cards to your Wallet, but only the card set as Primary will be used for payment.

In case the first payment attempt fails, we will retry to collect it the next day and one last time the day after. If the payment still fails on the last attempt, we will automatically cancel your subscription. You will be notified after each failed attempt and of the eventual subscription cancellation.

We generally accept the following payment methods: Visa and Mastercard credit cards (other payment methods may be supported in the future), except where otherwise indicated in the App (in the “**Wallet**”) or for a specific Service.

If you have an active paid subscription, you must have at least one valid payment method registered in the Wallet. You will not be allowed to remove your primary credit card if it is only one and linked to an active subscription.

Important Notice: The billing address you provide must correspond to the country associated with your Account. If you have changed countries since creating your Account, you may need to cancel all current subscriptions and remove your Vehicle from the Account. Once this is done, you can update the country associated with your Account and reinitiate any desired subscriptions. In case of question, please consult our FAQ or contact your dealer.

c. Services linked to a Connectivity Device in your Vehicle

- In your Vehicle you may have the possibility to access or subscribe to a range of specific Services and Apps, provided your Vehicle is equipped with Toyota’s connectivity device the “**Connectivity Device**”). This includes the ability to subscribe to connectivity services (i.e., services that enable the Connectivity Device to connect to the Internet, the “**Connectivity Services**”) and to related connected services.
- You accept and acknowledge that Toyota does not provide any Connectivity Services, Internet Access Services, or other electronic communication services. Toyota does not transmit nor convey any (electronic) signals. Toyota is also not responsible for the transmission or conveyance of any (electronic) signals. These Connectivity Services, Internet Access Services, or other electronic communication services, as well as the transmission of any (electronic) signals are provided by the respective Third-Party Provider.
- The use you may make of Connectivity Services, Internet Access Services, or other electronic communication services will be governed by separate specific terms of use or conditions as determined by the respective Third-Party Provider. Therefore, if you want to get access or subscribe to any Connectivity Service or other service not provided by us, you will have to accept separately and explicitly the specific terms of use or conditions that apply thereto.

d. How to subscribe to the Connectivity Services

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Once your Vehicle is equipped with a Connectivity Device, you must follow the following steps in order to subscribe to one or more Services:

- i. you connect to the Platform with your Account to thoroughly read and accept these Terms of Use;
- ii. You have the option to go to the list of Services and select those to which you wish to subscribe to. Please note that certain sections of these Terms of Use will only be applicable to you if you've subscribed to the corresponding Services;
- iii. It is also important that you read and acknowledge the privacy notice(s) related to the relevant Service(s) and, where applicable for certain Services, decide whether to provide your consent for specific types of processing of your personal data;
- iv. You must provide any additional information requested by Toyota and/or the Third-Party Provider in order to effectively provide you with the Service(s) you have selected. You may correct or modify such information at any time before confirming your subscription and afterwards;
- v. Toyota and/or the Third-Party Provider will confirm your subscription by email or by other means of notification.

e. Use of the Connectivity Device

- The use of the Connectivity Device is subject to the specific terms of use provided upon purchasing of your Vehicle (for example, in the user manual or in any other document).
- You will have to activate the Connectivity Device. This activation is done either directly via your Account or via the Connectivity Device and then confirmed via your Account.
- TME and/or its affiliated companies retain all rights on the Connectivity Device and its content, including, without limitation, any intellectual property rights and knowhow vested therein (without limitation: trademarks, copyright, trade secrets, etc.).
- The Connectivity Device's software will periodically require updates. We will notify you when these updates become available. It is important to understand that declining or hindering these updates in any way, may affect the conformity and functionality of the Services and Toyota's liability for non-conformity. Furthermore, you agree to submit your Connectivity Device to periodical maintenance check-ups, as recommended from time to time by Toyota.
- Toyota reserves the right to replace the Connectivity Device, if necessary, based on valid reasons, such as security concerns or compliance with applicable (mandatory) laws and regulations, and when essential for maintaining (or updating) the provision of the Services. If you decline or hinder the replacement in any way, you understand that this may affect the availability of the Services and Toyota's liability for non-conformity.
- Any handling or manipulation of the Connectivity Device and of the Connectivity Device's software (for example, copying, modifying, reverse engineering, etc.) is prohibited.
- Except for security reasons or where required by applicable laws or regulations, you must not remove the Connectivity Device from your Vehicle or uninstall any part of its software. If, notwithstanding the above, you undertake one of these actions, you will automatically deactivate or discontinue the Services you have subscribed to, without any right to be reimbursed for the lost subscription period. Furthermore, Toyota will not be liable for any consequences resulting from the unauthorized removal or uninstallation which may affect the functioning of your Vehicle. Finally, you will lose any benefits and commercial advantages you had acquired by using the Services (for example, insurance or financing advantages related to the monitoring of data transmitted by the Connectivity Device).
- Please note that once the Connectivity Device in your Vehicle is activated by you, the Connectivity Device will transmit data about the geo-location of your Vehicle. This geo-location data is necessary for the functioning of certain Services which you will have subscribed to. Therefore, if you deactivate

the Connectivity Device, please be aware that you will not be able to access and use Services that require geo-location. For more information about the processing of your personal data, please consult Section 2.5 below on the Vehicle's "privacy mode", and our applicable privacy notices.

f. Use of the Services

- To the extent you qualify as a consumer under your local laws, the offering of the Services and these Terms of Use are subject to applicable consumer protection laws and regulations.
- You acknowledge and accept that any use of the Services, including when using them in your Vehicle, is under your sole responsibility and at your sole risk, and that Toyota and/or its affiliates, as well as our suppliers, are not liable for any damages you may incur yourself or you may cause to third parties in connection with such use. We expressly exclude (or limit, to the maximum extent legal allowed) our liability for all indirect or consequential damages, including, but not limited to, loss of data, reputational damage, loss of profit, loss of anticipated savings, loss of earnings and business interruptions.
- You also acknowledge that you are solely responsible for any use, storage, protection, and distribution of any data which has been provided to you or which you have access to in relation to or because of your use of the Services.
- Any usage of any of the Services made available from your Vehicle must always be done in accordance with applicable legislations and in a safe and secure manner so that it does not interfere with or disturb the driving of the Vehicle and/or other participants in traffic.
- Toyota and/or its affiliates do not ensure the accessibility, quality or accuracy of any of the Services that Toyota or any Third-Party Provider makes accessible or provides through Platform at all times and in all situations, or the adequacy of the Services with regard to your specific needs or intended purposes or those of other drivers or passengers of your Vehicle or of third parties.

g. Right of withdrawal (for consumers with paid subscriptions only)

[NMSC to include the withdrawal form model in local language, as required by their local laws, and check whether this clause meets all local law requirements regarding information that must be provided to the consumer]

- If applicable and provided you are a consumer under the applicable national consumer protection laws and regulations, you have the right to withdraw from any paid subscription contract you have concluded via the Platform in relation to the use of the Services. You may exercise this right within *[fourteen (14) – NMSC to verify applicable term]* calendar days from the activation of your subscription for a paid Service, without giving any reason, and without incurring any costs other than those provided in this provision.
- If you have enjoyed a free trial period equal or longer than the legal applicable withdrawal period, the right of withdrawal will no longer apply after said trial period has expired and the costs related to the subscription have been charged. However, during the trial period, you retain the right to terminate the subscription at any time, without giving any reason and free of charge.
- Your right to withdraw from a paid subscription contract will expire after *[fourteen (14) - NMSC to verify applicable term]* days as from the day of the purchase of your subscription.
- To exercise your right of withdrawal, you must inform us of your decision to withdraw from your subscription by *[using the model withdrawal form attached hereto or]* making any unequivocal statement setting out your decision to withdraw. This communication may be made by traditional means or by electronic communication. Additionally, you can exercise the right of withdrawal by deactivating the relevant Service within the withdrawal term via the App or the Connectivity Device, as applicable.

- Upon receipt of your withdrawal notification, Toyota shall send you an acknowledgement of receipt on a durable medium, without delay.
- If you withdraw from your subscription, we will reimburse to you (i) all the fees received from you for such subscription with the exception of the part of the fees paid by you which corresponds to the part of the Services that have been provided to you, upon your specific request, until you have communicated us your decision to withdraw from your subscription, and (ii) the costs of delivery, if any (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than [NMSC to verify applicable term: fourteen (14) days] from the day on which we are informed about your decision to withdraw from your subscription. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

You acknowledge that you are unable to withdraw from your subscription in case the Service concerned has been provided in its entirety before the expiry of the withdrawal period following the purchase of the subscription (e.g., purchase of 1 month Connectivity Services and usage of the entire data limit before the expiry of the fourteen (14) days (withdrawal) period) and if the performance commenced already during the withdrawal period, upon your request.

- The renewal, suspension, and termination of each of the Services outside the context of this withdrawal right are specified in the Service-specific Sections below.
- This provision does not govern the right of withdrawal of services or apps provided by Third-Party Providers. If you intend to exercise your right of withdrawal regarding such services or apps, it is recommended to consult the applicable terms of use or conditions provided by the Third-Party Providers and communicate with them directly.

6. Licence to access and use of Platform and Account

Toyota grants you a limited licence to access and make personal use of the Platform and your Account, but not to download (other than page caching) or modify it, or any portion of it, except after a prior explicit written consent of Toyota.

The use of the Platform and the creation and use of the Account are free. For the other Services, please refer to the relevant section where it will be explicitly specified.

Toyota reserves the right to modify, discontinue, suspend, or replace any Service or App available or offered through the Platform. In such case, Toyota shall inform you reasonably in advance thereof. Toyota shall not incur any liability because of its decision. Unless modifications are necessitated by valid reasons, you will be offered a reasonable after notification to terminate your subscription to such Service offered by Toyota at no cost, with reimbursement of the remaining unused portion of your subscription. This right to reimbursement also applies in the event of discontinuation of a Service offered by Toyota during your subscription term. With regards to suspension, we will make every effort to limit such suspensions to a minimum.

This licence does NOT include (a) any resale or commercial use of this website or its contents, (b) any collection and use of any product listings, descriptions, or prices, (c) any derivative use of this website or its contents, (d) any downloading or copying of account information for the benefit of another merchant or (e) any use of data mining, robots or similar data gathering and extraction tools.

The Platform or any portion thereof may not be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any commercial purpose without the prior explicit written consent of Toyota.

Furthermore, you are not allowed to undertake any of the following:

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1. Frame or use framing techniques to enclose any trademark, logo, or other proprietary information (including images, text, page layout, or form) of Toyota and its affiliates without explicit written consent.
2. To use any meta-tags or any other "hidden text" utilising Toyota's or its affiliates' names or trademarks without the explicit written consent of Toyota;
3. Act inappropriately by engaging in a behaviour that cannot be expected from an honest user acting in good faith;
4. Duplicate, license, sublicense, publish, broadcast, transmit, distribute, perform, display, sell, rebrand, or otherwise transfer the data except as permitted in these Terms of Use;
5. Attempt to or actually override any security component;
6. Remove any copyright, trademark, or other proprietary rights notices; and
7. Collect, use, or transfer any information, including, but not limited to, personally identifiable information, also known as "personal data".

In case of any unauthorised use, Toyota reserves the right to immediately terminate the access to and use of the Platform, your Account and/or any related Services or Apps, without any liability for compensation.

Section 2 – The Services

1. How can you access and use the Services?

In order to access and use each of the Services, you must first activate them on the Platform.

Your subscription to the Services is subject to:

- You, having an Account;
- Your Vehicle being equipped with connected car functionalities;
- Successfully register your Vehicle in the App;
- Verify your access to the Vehicle in the App via mileage verification or QR code scanning;
- You, having accepted these Terms of Use and acknowledged the privacy notice; and
- You, having activated your subscription to one or more Services.

Please note that, if you access your Account from multiple devices, the functions related to certain Services (including the activation and deactivation of the privacy mode, the traceability of your Vehicle, etc.) will be available equally from each device.

You are requested to follow the procedure that will be explained when activating the subscription. To activate the subscription, please follow the activation process explained in the App, during which you will select the appropriate subscription you would like to have and accept the Terms of Use. If the process fails or is otherwise not possible, you will be asked to contact the **Customer Support department NMSC to complete** to activate the Services.

2. How can you terminate the Services?

Unless specified otherwise in the dedicated section of these Terms of Use, you have the right to terminate the Services at any time without having to pay any compensation to us.

There are several ways to terminate the Services:

i. Cancellation of your subscription to the Services for your Vehicle

If you wish to cancel the subscription to a specific Service for your Vehicle, you must do so through your Account (on the App). By unsubscribing, the Services will cease to function completely and in their entirety for your Vehicle.

If you unsubscribe from a Service, you may at any time re-subscribe to that Service through your Account or App. Please note that certain Services are vehicle-specific, and the cancellation of a Service shall be definitive

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unless re-subscribed for with the same Vehicle. If later you want to re-subscribe, you will need to go through the same activation process you followed for your initial subscription, which may include re-accepting the Terms of Use. If you re-subscribe to Services, only the data that was generated less than 12 (twelve) months ago, will be available again to you. In the event you (i) delete your Account, (ii) you do not resubscribe, or (iii) the data generated is older than 12 (twelve) months, the Vehicle-related data generated under your previous subscription will be lost.

If you have more than one Vehicle linked to your Account, you must select the Vehicle for which you wish to cancel your subscription or re-subscribe.

ii. Removing your Vehicle from your Account

You can terminate all Services simultaneously by removing your Vehicle from your Account.

Please note that if you remove your Vehicle from your Account by error, you will be able to add your Vehicle by using the existing processes for adding a Vehicle via your Account.

In the event you remove your Vehicle from your Account, the data of that Vehicle will no longer be visible in your App.

iii. When you sell or otherwise transfer ownership of your Vehicle or when your Vehicle is stolen or lost

If you sell or transfer the ownership of your Vehicle to another person or to a professional reseller, or if your Vehicle has been stolen, is lost (and not recovered), or if you, as the Vehicle user, change to a different Vehicle (e.g., when the Vehicle is part of a company fleet), **you must remove your Vehicle from your Account in accordance with this clause.**

If you sell or transfer the ownership of your Vehicle, please inform the buyer or transferee that the Vehicle is a connected Vehicle, and that the buyer or transferee has the possibility to subscribe to the Services via his/her own Account. You cannot sell or transfer in any way the Services to the buyer or transferee.

3. Refund policy

In the event of monthly paid subscriptions, the termination shall take effect at the end of the then-current monthly cycle. You will not be eligible for any refunds.

For yearly or multi-year subscriptions, the following conditions apply:

- If you decide to terminate the subscription for convenience after the withdrawal period, the subscription deactivation shall only take place at the end of the current cycle month. In this scenario, you will be eligible for a pro rata refund based on the remaining months of the subscription that you have not used.
- A cycle month refers to each month after the beginning of the subscription. For example, if you activate your subscription on October 25th, the first cycle month will end on November 25th.

It may take some days until you receive your refund, as this depends on your credit card issuer. The refund will always be processed with the card you initially paid for your subscription. If you change your primary card after the payment, the new one cannot be used for refund. In case the refund fails, we will contact you.

4. Suspension or termination by us of the Services

We reserve the right to suspend the provision of all or part of the Services or to terminate your subscription to the Services, at any time, without notice nor court intervention and without paying you any compensation, by notifying you via your Account or by sending you an email, in the event:

- you are in material breach of these Terms of Use;

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- such suspension and/or termination is necessary to (i) comply with an order or a decision rendered by a court of law or by a competent authority or to (ii) avoid being in breach of any applicable laws or regulations; or
- if there is a force majeure event affecting our ability to provide all or part of the Services.

If we temporarily suspend the provision of all or part of the Services in case of force majeure, we will take all reasonable measures to resume your access to and use of the affected Services as soon as possible. In case of persistent or prolonged force majeure, termination of the subscription may be required.

We may also terminate your subscription to all or part of the Services at any time if we decide to discontinue generally all or part of the Services for all our users or for all users in your country or region by giving you thirty (30) calendar days prior notice by email and/or through your Account.

If we suspend any of the Services or terminate your subscription to the Services in accordance with this provision you are not entitled and cannot claim any compensation, reimbursement or damages other than the reimbursements expressly specified in these Terms of Use.

5. Privacy Mode

If, at any time, you wish to activate the privacy mode (i.e., to stop us from using the geo-location of your Vehicle), you can do so through the multimedia unit of your Vehicle.

Please note that, once activated, the privacy mode will impact all Services relying on geo-location. Many Services rely (wholly or partly) on the geo-location data from your Vehicle. Therefore, when the privacy mode is active, these Services may be unavailable, or their quality and accuracy may be affected. For example, if you have activated the privacy mode, you will not be able to use the service allowing you to locate your Vehicle and we will not be able to locate your Vehicle after a crash notification.

The status of the privacy mode (active or inactive) remains as you have set it until you decide to change the status. You can check the current status of the privacy mode through your Account.

You are not entitled to receive any compensation or reimbursement from us if one or more of the Services are not functioning or only partly functioning because you activated the privacy mode.

Some Services are inherently tied to a particular Vehicle can only be used by one Account at a time. As an example of this, the Standard Services will be terminated when the buyer of a second-hand Vehicle activates the Standard Services (by entering the mileage) for a Vehicle with the same VIN. The previous user will receive an e-mail notification informing him or her about losing the access to the Standard Services linked to that specific Vehicle.

Section 3 – The Standard Services

1. What are the Standard Services?

A summary of the Standard Services can be found on dxpwiki.toyota.eu/wikicontent/toyota-content-updates/owners/connected-services. *[NMSC to replace the link with localized version and to ensure the local page has the same visualization as in the dxpwiki page. 'dxpwiki' link not to be used for live environment]*

Please note that certain Standard Services involve you being contacted by a Third Party authorised by us to contact you; and/or allow you to remotely enable, disable or manage certain Services available for your Vehicle.

2. Do you have to pay for the Standard Services?

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Unless otherwise indicated, we will not charge you for your subscription during your initial trial period that comes with the purchase of your vehicle to and use of the Standard Services.

Once the trial period concludes, the Standard Services will transition to a subscription-based model. You will be notified in advance of this change, including details of the subscription fees. If you do not wish to continue using the Remote Services on a paid basis, you will have the option to cancel your subscription before any charges are applied.

3. For how long are the Standard Services available?

The Standard Services will be available in your Vehicle for a maximum period of ten (10) years, unless terminated earlier in accordance with these Terms of Use and without prejudice to our right to modify the Standard Services in accordance with the Terms of Use.

Please note that if you become the second-hand owner of a Vehicle, for example, after three (3) years of use by the previous owner, the Standard Services will be available to you for a period of maximum seven (7) years.

Please contact your official Toyota or Lexus distributor should you wish to know how much time you have left to enjoy the use of the Standard Services

4. Termination by you of the Standard Services

You may terminate the Standard Services (as a whole) for your convenience at any time, without notice and without having to pay any compensation to us by terminating the Services in the way described in [Section 2, clause 2](#). Please note that you cannot terminate any single Standard Service individually or separately.

If you terminate the Standard Services for convenience, we will stop all the Standard Services within two (2) business days at the latest, unless otherwise indicated in the context of a paid subscription.

If you terminate the Standard Services for convenience and if your Vehicle has the Internet access functionality, the Internet Access Service, Content Services and [Remote Services](#), if applicable, will automatically be terminated as well.

5. Modifications of the Standard Services

We reserve the right, at any time, to discontinue or remove one or more of the Standard Services, to modify their availability, functionalities, features, scope and/or specifications, to replace them by different or equivalent Services or to add any different or new Standard Services, temporarily or permanently (for example, for maintenance, upgrade, improvement, etc.).

Where this is reasonably possible, you will be informed of Toyota's decision to discontinue, modify, or replace existing Standard Services or add new Standard Services, through the App or by email. You will not automatically be entitled to compensation (monetary or other) with respect to any such change.

You will be deemed to have accepted any changes if, within thirty (30) calendar days from the date of the notification, you have not terminated the Standard Services. In case of a paid subscription to Standard Services, you will in such case receive reimbursement of the remaining unused portion of your subscription.

6. Smart Digital Key terms of use

a. Applicability

These Smart Digital Key related terms of use shall become effective under the following circumstances:

- a. Main User Subscription: when the main user, defined as the Vehicle owner or entitled user (the "**Main User**"), subscribes to the Smart Digital Key service, or;

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b. Smart Digital Key Shared User Acceptance: when a user with access to the Digital Key service, herein referred to as a (the "**Digital Key Shared User**") accepts an invitation received from the Main User to use the Digital Key.

b. Prerequisites

The use of the Smart Digital Key Service is contingent upon the activation of Standard Services.

c. Device Requirements and limitations

To use the Smart Digital Key, the following conditions must be met:

- **Bluetooth and Biometrics**: Bluetooth and biometrics (e.g., fingerprint or facial recognition) must be enabled on the user's smartphone. Please note that the Bluetooth connection used by the Smart Digital Key is distinct from the one used for phone calls and music streaming with the multimedia unit of the Vehicle.
- **Background App**: The associated app must run in the background on the user's smartphone for the Smart Digital Key to function properly.
- **Internet access**: The Smart Digital Key can only be used when the user's smartphone has Internet connectivity. In areas with unreliable communication conditions, it is advisable to carry the physical Vehicle key as a backup.
- **Battery status**: The Smart Digital Key will not function if the smartphone's battery is depleted. It is essential to ensure that the smartphone is adequately charged before using the Digital Key. Low battery levels may also impact Digital Key functionality.
- **Radio wave environment**: Depending on the radio wave environment, the Smart Digital Key may not be accessible. Please be aware of this limitation.
- **App conflict**: The Smart Digital Key will not function if both the Lexus and MyToyota mobile apps, each equipped with Smart Digital Key functionality, are simultaneously open on the smartphone.
- **Car antenna and throughput**: Due to antenna and throughput limitations in the Vehicle, passive Smart Digital Key operations such as unlock, lock, and ignition may not function as expected when there are obstacles in the vicinity.
- **Immobilizer requirement**: The engine start function of Smart Digital Key will not operate if your Vehicle is equipped with additional immobilizer, if the immobilizer transponder is not present inside the Vehicle.

For further details and limitations regarding the Smart Digital Key, please refer to the Vehicle Owner's Manual.

d. Vehicle Ownership Transfer

When transferring the ownership of a Vehicle, it is the Vehicle Main User's responsibility to delete all associated Smart Digital Keys for security reasons.

e. Server Maintenance

Some Services may be temporarily unavailable during server maintenance. However, registered Smart Digital Keys can still be used during maintenance periods.

f. Security Caution

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A smartphone equipped with the MyToyota app and Smart Digital Key has the ability to lock and unlock the Vehicle's doors, start the hybrid system, and perform other functions equivalent to the physical Vehicle key. Therefore, is imperative to exercise caution and prevent loss or theft of the linked smartphone. In the event of smartphone loss or theft promptly contact an authorized retailer or repairer for assistance.

g. Deletion of Smart Digital Key(s)

We bring your attention to the fact that all Smart Digital Keys (including shared Digital Keys) will be automatically deleted under the following circumstances:

- a. **Main User Removal:** When the Main User of the Vehicle removes the Digital Key.
- b. **Subscription Termination:** Upon the termination of the Smart Digital Key Service subscription.
- c. **User Entitlement Resignation:** If the user entitled to the Vehicle resigns from its entitlement to the Vehicle.
- d. **New User Entitlement:** When a new user claims entitlement to the Vehicle.

Important note for Smart Digital Key Shared Users: If a Smart Digital Key Shared User claims Vehicle entitlement, all Smart Digital Keys (including shared Smart Digital Keys) will be deleted. Please note that such action will result in you having no access to the Vehicle, unless you have a physical key with you and carefully consider this risk when adding Digital Key Shared Users for your Vehicle.

h. Trial period

The Smart Digital Key will be available to you for a trial period of 1 (one) year as from the date your Vehicle is first put into service unless terminated earlier in accordance with these Terms of Use.

This trial period is subject to modification of the Service as outlined in these Terms of Use. Please note that if you become the second-hand owner of a Vehicle, before the expiration of this trial period, the Smart Digital Key will only be available to you for a duration equal to the remaining time of the trial period, reduced by the elapsed time since the initial entry into service of your Vehicle. Please contact your official Toyota or Lexus distributor should you wish to know how much time you have left to enjoy the use of the Smart Digital Key.

Section 4 – The Remote Services

1. What are the Remote Services?

A summary of the Remote Services can be found on dpxwiki.toyota.eu/wikicontent/toyota-content-updates/owners/connected-services. [NMSC to replace the link with localized version and to ensure the local page has the same visualization as in the dpxwiki page. 'dpxwiki' link not to be used for live environment]

Please note that certain Remote Services may involve you being contacted by a Third Party authorised by us to contact you; and/or allow you to remotely enable, disable or manage certain Services available for your Vehicle.

2. Do you have to pay for the Remote Services?

Unless otherwise indicated, we will not charge you for your subscription during your initial trial period that comes with the purchase of your vehicle to use the Remote Services.

Once the trial period concludes, the Remote Services will transition to a subscription-based model. You will be notified in advance of this change, including details of the subscription fees. If you do not wish to continue using the Remote Services on a paid basis, you will have the option to cancel your subscription before any charges are applied.

3. For how long are the Remote Services available?

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The Remote Services will be available in your Vehicle for a maximum period of four (4) years, unless terminated earlier in accordance with these Terms of Use and without prejudice to our right to modify the Remote Services in accordance with clause 5 of this Section.

Please note that if you become the second-hand owner of a Vehicle, for example, after three (3) years of use by the previous owner, the Remote Services will be available to you for a period of maximum one (1) year.

Please contact your official Toyota or Lexus distributor should you wish to know how much time you have left to enjoy the use of the Remote Services.

4. Termination by you of the Remote Services

You may terminate the Remote Services (as a whole) for your convenience at any time, without notice and without having to pay any compensation to us by terminating the Remote Services in the way described in Section 2, clause 2. Please note that you cannot terminate any single Remote Service individually or separately.

If you terminate the Remote Services for convenience, we will stop all the Remote Services within two (2) business days at the latest, unless otherwise indicated in the context of a paid subscription.

If you terminate the Remote Services for convenience and if your Vehicle has the Internet access functionality, the Internet Access Service and Content Services, if applicable, will automatically be terminated as well.

5. Modifications of the Remote Services

We reserve the right, at any time, to discontinue or remove one or more of the Remote Services, to modify their availability, functionalities, features, scope and/or specifications, to replace them by different or equivalent Remote Services or to add any different or new service, temporarily or permanently (for example, for maintenance, upgrade, improvement, etc.).

Where this is reasonably possible, you will be informed of Toyota's decision to discontinue, modify, or replace existing Remote Services or add new Remote Services, through the App or by email. You will not automatically be entitled to compensation (monetary or other) with respect to any such change.

You will be deemed to have accepted any changes if, within thirty (30) calendar days from the date of the notification, you have not terminated the Remote Services.

In case of a paid subscription to Remote Services, you will in such case receive reimbursement of the remaining unused portion of your subscription.

Section 5 – Smart Services

1. What are the Smart Services?

A summary of the Smart Services can be found on dxpwiki.toyota.eu/wikicontent/toyota-content-updates/owners/connected-services. *[NMSC to replace the link with localized version and to ensure the local page has the same visualization as in the dxpwiki page. 'dxpwiki' link not to be used for live environment]*

Please note that certain Smart Services may involve you being contacted by a Third Party authorised by us to contact you; and/or allow you to remotely enable, disable or manage certain Smart Services available for your Vehicle.

2. Do you have to pay for the Smart Services?

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We will not charge you for the use of the Smart Services for the first four (4) years starting within the first month of the delivery of your Vehicle by an official Toyota or Lexus distributor. You can activate your subscription to the Smart Services at any time.

Upon expiration of this four (4) year period, we will provide you with a service plan so that, if you wish to continue using the Smart Services, you can select the Smart Services you wish to subscribe to as part of a paid subscription.

3. For how long are the Smart Services available?

The Smart Services will be freely available for a period of four (4) years starting within the first month of delivery of your Vehicle by an official Toyota or Lexus distributor, unless terminated earlier in accordance with these Terms of Use and without prejudice to our right to modify the Smart Services in accordance with the Terms of Use.

Please note that if you become the second-hand owner of a Vehicle for example, after one (1) year of use by the previous owner, the Smart Services will be freely available to you for a period of maximum three (3) years.

Please contact your official Toyota or Lexus distributor should you wish to know how much time you have left to enjoy the free use of the Smart Services.

In the event that, at any time, we would change our policy and that we would charge the users for their use of the Smart Services, you will be notified of such change beforehand and you will then have the opportunity to cancel your subscription if you do not wish to continue using the Smart Services on a paid-for basis. Termination by you of the Smart Services

You may terminate the Smart Services (as a whole) for your convenience at any time, without notice and without having to pay any compensation to us, by terminating the Smart Services in the way described in Section 2, clause 2. Please note that you cannot terminate any single Smart Service individually or separately.

If you terminate the Smart Services for convenience, we will stop all the Smart Services within two (2) business days at the latest, unless otherwise indicated in the context of a paid subscription.

4. Modifications of the Smart Services

We reserve the right, at any time, to discontinue or remove one or more of the Smart Services, to modify their availability, functionalities, features, scope and/or specifications, to replace them by different or equivalent Smart Services or to add any different or new service, temporarily or permanently (for example, for maintenance, upgrade, improvement, etc.).

Where this is reasonably possible, you will be informed of Toyota's decision to discontinue, modify, or replace existing Smart Services or add new Smart Services, through the App or by email. You will not automatically be entitled to compensation (monetary or other) with respect to any such change.

You will be deemed to have accepted any changes if, within thirty (30) calendar days from the date of the notification, you have not terminated the Smart Services.

In case of a paid subscription to Smart Services, you will in such case receive reimbursement of the remaining unused portion of your subscription.

Section 6 – Insurance Score Visualization

This section applies to you only if you hold a connected insurance contract with Toyota Insurance Services. This Service are only available for specific Vehicle model and in some regions/countries where TME operates. To verify availability of Insurance Score Visualization in your region, you can contact *[NMSC to insert their own customer relations contact details, i.e., an email address]*.

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1. What is the Insurance Score Visualization?

The visualization of your driving behavior via the App (the “**Insurance Score Visualization**”) is a stand-alone feature linked to the usage of so-called “connected insurance services” (including, without limitation, insurance based on your driving style or on your percentage of driving in electronic Vehicle mode), provided by your insurance company (the “**Insurer**”).

Insurance Score Visualization is only possible insofar as it is calculated by your Insurer. Depending on the nature of your insurance contract, the Insurance Score Visualization might be displayed as a score, an estimated saving, or a percentage of trips driven in electronic Vehicle mode.

Please be aware that there might be situations where we do not have a contractual agreement with your Insurer, which could prevent us from providing you with the Insurance Score Visualization within our App.

The Insurance Score Visualization is a voluntary feature. At any moment in time, you can activate it to see detailed information about your driving style (driving trips and scores) within the App. You can freely opt in or out of this possibility and doing so does not (unless otherwise agreed between you and your Insurer) affect your driving score and insurance contract. If you wish to amend your insurance contract, please contact your Insurer directly.

Please note that our company does not offer any insurance products. For your insurance coverage, it's important to be aware that the terms and conditions of such products are solely determined and regulated by your Insurer.

2. How can you activate the Insurance Score Visualization?

Your subscription to the Insurance Score Visualization is subject to:

- You having accepted the present Terms of Use;
- your Vehicle being equipped with connected car functionalities;
- you having concluded an insurance contract with, for instance, full hybrid and/or user-based telematics tariff as a customer with an insurance company that offers these kinds of contracts; and
- Toyota having contractual arrangements in place with your Insurer.

3. Do you have to pay for the Insurance Score Visualization?

Unless otherwise indicated, we will not charge you for your subscription to and use of the Insurance Score Visualization.

If, at any time, we would change our policy and charge users for their use of the Insurance Score Visualization, you will be notified of such change beforehand and you will be able to cancel your subscription if you do not wish to continue using the Insurance Score Visualization on a paid-for basis.

4. For how long is the Insurance Score Visualization available?

Unless terminated earlier in accordance with these Terms of Use, the Insurance Score Visualization will be available in your Account for the duration of your insurance contract.

5. Termination by you of the Insurance Score Visualization

You may terminate the Insurance Score Visualization for your convenience at any time, without notice and without having to pay any compensation to us by terminating Insurance Score Visualization in the way described in **Section 2, clause 2**.

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If you terminate the Insurance Score Visualization for convenience, we will stop all the Insurance Score Visualization within two (2) business days at the latest, unless otherwise indicated in the context of a paid subscription.

6. Modifications of the Insurance Score Visualization

We reserve the right, at any time, to discontinue or remove the Insurance Score Visualization, to modify its availability, functionalities, features, scope and/or specifications, to replace it by different or equivalent services or to add any different or new service, temporarily or permanently (for example, for maintenance, upgrade, improvement, etc.).

Where this is reasonably possible, you will be informed of Toyota's decision to discontinue, modify, or replace existing Insurance Score Visualization, through the App or by email. You will not automatically be entitled to compensation (monetary or other) with respect to any such change.

You will be deemed to have accepted any changes if, within thirty (30) calendar days from the date of the notification, you have not terminated the Insurance Score Visualization.

In case of a paid subscription to Insurance Score Visualization, you will in such case receive reimbursement of the remaining unused portion of your subscription.

Section 7 – Internet Access Service and Content Services

1. General information

This section applies to you only if your Vehicle has the on-board Internet connectivity functionality.

If you have a Vehicle with on-board Internet connectivity functionality, you will be able to access and use the Internet Access Service and Content Services in accordance with the provisions of this Section.

The Internet Access Service and the Content Services are provided by Third-Party Providers, which means that the terms and conditions and terms of use of such Third-Party Providers associated with the Internet Access Service and Content Services directly apply in the relationship between you and such Third-Party Provider. Therefore, you should carefully read and, if prompted, accept the terms and conditions and terms of use of these Third-Party Providers before you access and use the Internet Access Service and the Content Services. If you do not accept the terms and conditions and terms of use of the Third-Party Provider when prompted, you will not be able to access and use the Internet Access Service and any of the Content Services.

The terms and conditions and terms of use of the Third-Party Provider are accessible separately. After you have activated the Internet Access Service in accordance with these Terms of Use, the Third-Party Provider's terms and conditions and terms of use may be available, as applicable:

- on another page of the Platform;
- via links on the Platform to the Third-Party Provider's own website; and/or
- directly on the Third-Party Provider's own website.

Toyota is a mere facilitator of the activation of the Internet Access Service and Content Services. We are not responsible for examining or evaluating, in particular but not exclusively, the quality, completeness or correctness, of the Internet Access Service or Content Services. We do not grant any warranties in relation to the Internet Access Service and Content Services, nor do we endorse the service offerings of any of the Third-Party Providers.

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2. What is the Internet Access Service?

Please note that Toyota does not provide any Internet Access Service(s). We do not transmit or convey any (electronic) signals. We are also not responsible or liable for the transmission and/or conveyance of any (electronic) signals.

The Internet Access Service is provided to you by an Electronic Communications Service Provider (“**ECS Provider**”) The ECS Provider, a Third-Party Provider, will be the one of the country that, at the moment of your subscription to the Services, you referenced as being the country where you will primarily use the Internet Access Service (the “**Country of Usage**”). Before you will be able to access or use the Internet Access Service, you may have to accept separately and explicitly the terms and conditions or terms of use of the relevant ECS Provider, which constitutes a contract between you and the ECS Provider. TME is a mere facilitator of the activation of the Internet Access Service.

Please note that the ECS Provider may be able to stop or limit the provision of the Internet Access Service if it detects that you are not primarily using Internet Access Service in your Country of Usage or in case of a breach of its terms and conditions or terms of use. You will be informed of any change of the ECS Provider for your Country of Usage, by email and/or through your Account. You will then be requested to accept the terms and conditions of the new ECS Provider within a certain timeframe. If you fail to timely accept the new ECS Provider’s terms and conditions, your access to the Internet Access Service (and Content Services) will be automatically terminated.

The Internet Access Service consists of data volumes that you can use to access and use the Internet in your Vehicle. The product specifications of the Internet Access Service are determined by the ECS Provider.

The Internet Access Service may typically include the following “data packs” and “accesses”:

- **“Try & Play” data pack:** via the Try & Play data pack (and its possible renewals), you will be able to use the data packs included in the Internet Access Service provided by an ECS Provider. These data packs can include data connectivity or Zero Rated Services (see clause on Content Services) and they can vary per country with respect to their duration and/or volume (expressed in GB) to be used per month. Unless otherwise indicated, the Try&Play data pack is offered for free and is activated through the ECS Provider as of the moment you have activated the Internet Access Service in accordance with these Terms of Use.
- **“Monthly or Annual Renewal” data packs:** you will be able to renew your initial data pack after the Try & Play period on a paid-for basis. These renewals can include data connectivity and/or Zero Rated Services and will be provided either on a monthly basis through a monthly automatic renewal or on an annual basis through express renewals for twelve (12) month-periods. The monthly volume (in GB) available can vary per ECS Provider. These renewals are provided by the ECS Provider and can be activated through your Account.
- **“Top-Ups”:** you will be able to get access to Top-ups. These are data packs that are meant to add additional data connectivity whenever you have reached your data volume limit. Top-ups are provided by the ECS Provider and can be activated through your Account. Only one (1) Top-up will be possible at the same time (more information below).
- **Geographical access zone:** Unless otherwise indicated, you will be able to use the Internet Access Service in your country of usage and in the European Economic Area and Switzerland at no additional charge.

3. What are the Content Services?

Content Services are over-the-top Services (e.g. Internet radio) provided over the Internet by a Third- Party Provider. The Content Services may be made accessible only via the Internet Access Service by the ECS

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Provider, depending on the Country of Usage (“**Zero rated Services**”), or via either the Internet Access Service or other means of Internet access (such as a Bluetooth connection with your smartphone).

4. Activation and renewals

a. Activation

Once you have subscribed hereto, and subject to your acceptance of the relevant terms, the Internet Access Service and Content Services will be activated in accordance with the activation plans described below.

The activation of the Internet Access Service automatically activates the Content Services.

b. Try & Play data pack (free trial period)

When you activate the Internet Access Service for the first time, you may benefit from a free trial period (the Try & Play data pack) for the Internet Access Service. Whether such free trial period is available to you and, if so, the duration of such free trial period, will depend on your Country of Usage.

Where the free trial period applies and upon its expiry, you will be able to continue the activation of the Internet Access Service upon payment and based on the activation plans specified below.

Monthly activations or annual activations: You may purchase a monthly or an annual activation of the Internet Access Service from your ECS Provider.

- If you choose a **monthly activation**, you will have to pay the full monthly activation fee in its entirety and in advance at the start of the monthly period it relates to (at the time of the initial purchase or of any subsequent renewal). Monthly activation will be automatically renewed for another period of one (1) month unless you cancel your monthly activation through your Account at least one (1) calendar day before the expiry of the then current monthly period.

- If you choose an **annual activation**, you will have to pay twelve (12) successive monthly activations upfront. You will pay the annual activation fee in its entirety and in advance at the time of the purchase. If you want to renew the activation upon expiry of an annual period, you must renew the activation through your Account and pay the annual activation fee in its entirety and in advance at the time of the renewal (there is no automatic renewal of the annual activation).

Top-Ups: For each monthly period (whether based on a monthly activation or an annual activation), you may, through your Account, purchase additional data usage before the end of such monthly period, if you want to extend the data usage limit related to that monthly period. A Top-Up must be paid in advance and will be valid for one (1) month as of the day on which it was purchased.

Monthly activation periods and Top-Ups are calculated from month to month (for example: from 15 November to and including 14 December or from 25 February to and including 24 March).

5. Prices and Fees – VAT – Payment methods and invoicing

The prices and fees for the monthly and annual activations of the Internet Access Service, and for Top-Ups, are set out on your Account. Two separate elements will be distinguished on the invoice you will receive.

The price (including applicable VAT) set by the ECS Provider will be forwarded by Toyota to the ECS Provider upon your payment thereof. The ECS Provider will decide about potential increases of its prices in accordance with its own terms and conditions, terms of use and with applicable laws and regulations.

Toyota’s activation and administration fee includes the applicable VAT.

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We accept the following methods for the payment of your monthly or annual activation fees and/or Top-Ups: debit card, credit card and/or PayPal. We reserve the right to exclude certain payment methods or to include additional ones .

Invoices will appear on your Account, meaning that a link to the “PDF” version of the invoice will be sent to you after your purchase through your Account.

6. Modification of the Internet Access Service and/or Content Services

The ECS Provider and/or any other relevant Third-Party Provider, as the case may be, may, at any time, modify the Internet Access Service and/or one or more of the Content Services (their availability, functionalities, features, scope and/or specifications) or replace them by different or equivalent Services or add any different or new service, temporarily or permanently (for example, for maintenance, upgrade, improvement, etc.) in accordance with their own terms and conditions, terms of use and applicable law. Toyota is not responsible for any such modifications, replacements, or introductions, as this constitutes a separate contractual relationship between you and the Third-Party Provider.

7. Termination / Non-renewal of your activation of the Internet Access Service or Content Services

We reserve the right , at any time, to terminate your activation of the Internet Access Service if we have valid reasons to decide to stop making the Internet Access Service available, or if the ECS Provider decides to no longer provide the Internet Access Service in general or in your Country of Usage, by giving you a reasonable prior notice of at least thirty (30) calendar days. In case we terminate your activation before the end date of the relevant activation period which has already been paid by you, we will reimburse to you, within a reasonable timeframe, the part of the fees corresponding to the activation period you were not able to access and/or use due to the early termination by us.

If we terminate your activation pursuant to this clause, you are not entitled and cannot claim from us and/or the ECS Provider any compensation, reimbursement or damages other than the reimbursement specified in this clause.

The activation of the Internet Access Service is necessary in order to be able to use any of the Content Services. Consequently, the termination of the activation of the Internet Access Service means that the Content Services are terminated as well, entitling you – if applicable - to reimbursement of the proportion of fees already paid for the unused part of the Content Services.

Termination by us or non-renewal by you of the activation of the Internet Access Service, will not affect the provision of the Telematics Services, which will continue based on your subscription.

Section 8 – Toyota HomeCharge Solution

This section applies to you only if you own and have added a HomeCharge device (the “**HomeCharge**”) to your “Garage” in the App. This section explains the terms of use for the **HomeCharge Solution** in integration with our App.

1. What is the HomeCharge Solution?

The HomeCharge can be acquired from our network of distributors and once connected to your electrical installation, enable the charging of your Vehicle at your residence. Please note that our HomeCharge may not be available in your country of residence. In case of doubt, contact your official [Toyota/Lexus] distributor.

You can use your HomeCharge in integration with our App to maximize its capabilities. These capabilities are outlined below, and additional information can be found on our websites.

- HomeCharge management and updates
- Manage users, including RFID

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- Smart charging
- Charging history
- Remote start & stop

We reserve the right, at any time, to add or remove features from/to the HomeCharge Solution. Where this is reasonably possible, you will be informed hereof through the App or by email. You will not automatically be entitled to compensation (monetary or other) with respect to any such change.

You will be deemed to have accepted any changes if, within thirty (30) calendar days from the date of the notification, you have not terminated your use of the HomeCharge Solution.

In case of a paid subscription, you will in such case receive reimbursement of the remaining unused portion of your subscription.

2. How can you activate HomeCharge Solution?

To activate your HomeCharge Solution in the App you need to:

- Accept the present Terms of Use when creating your Account;
- Acquire and add a HomeCharge device to your “Garage” in the App.

3. Do you have to pay for HomeCharge Solution?

Unless otherwise indicated, we will not charge you for your use of the in-App features related to your HomeCharge Solution.

If, at any time, we would change our policy and charge users for their use of the in-App features related to the HomeCharge Solution, you will be notified of such change beforehand and you will be able to cancel your subscription if you do not wish to continue using the HomeCharge Solution on a paid-for basis.

4. For how long is the HomeCharge Solution available?

The HomeCharge Solution will be available for as long as you have acquired and added a HomeCharge device to your “Garage” in the App, unless terminated earlier in accordance with these Terms of Use and without prejudice to our right to modify the HomeCharge Solution in accordance with clause 2 of this Section.

5. Termination by you of the HomeCharge Solution

You may terminate the HomeCharge Solution for your convenience at any time, without notice and without having to pay any compensation to us by terminating the HomeCharge Solution in the way described in **Section 2, clause 2**.

If you terminate the HomeCharge Solution for convenience, we will stop the HomeCharge Solution within two (2) business days at the latest, unless otherwise indicated in the context of a paid subscription.

6. Local regulation

Please be aware that charging stations such as HomeCharge may be subject to evolving local regulations over time. Consequently, we may occasionally need to update your HomeCharge. When you install your HomeCharge, you will be prompted within the App to specify its location.

It is your responsibility to accurately indicate the location of your charging station to ensure compliance with the local regulations that apply to you. We cannot be held responsible for ensuring the correct location information to meet these local regulations.

Section 9 – Common Provisions

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1. Modifications to these Terms of Use

We reserve the right to modify these Terms of Use at any time during the term of your subscription to the selected Services.

It is your responsibility to regularly check the latest version of these Terms of Use via the Portal, or inside the App.

Except for non-substantial modifications that will not impact you, we will notify you hereof by email, pop up or the most appropriate method.

If, within thirty (30) calendar days from your receipt of the above-mentioned email, pop up or other communication method, you have not terminated your use of the Services (at no cost for you) in accordance with these Terms of Use, the modification will enter into effect and become binding upon you as from the expiry of such thirty (30) calendar days period.

In case we modify these Terms of Use during a subscription period for paid Services, we will reimburse in case of termination by you following a modification of these Terms of Use, the unused portion of your subscription fees on a pro-rata basis. You will find on the Portal further information on how you can request such reimbursement.

2. Compliance with law

You acknowledge and agree that it is your responsibility to comply with applicable laws and regulations when accessing and using the Services. Without limiting the generality of the foregoing, it is your responsibility to comply with any:

- applicable export and import laws and regulations applicable to the use of the Services;
- applicable local or national laws that could restrict the use of these Services in your area (e.g., local road traffic laws, environmental law restrictions or restrictions in specific places like natural parks); and
- applicable privacy and employment laws and regulations. If you are an employer and if you make our Services available to your employees, you must comply with any rules and restrictions regarding the use of the Services in relation to employees (e.g., by providing fair processing information and by obtaining consent where required), it being understood that your employees will have to activate the Internet Access Service as individuals.

3. Lending your Vehicle

If you wish to lend your Vehicle to another person, for his or her temporary usage or have it serviced by a company that provides car servicing activities, you must inform that person or service company that your Vehicle is a connected car and that you may be able to track your Vehicle and the person's driving behaviour.

Optionally, you can agree with that person that you will temporarily activate the "privacy mode" on your Vehicle, disabling traceability of your car until the "privacy mode" is deactivated. You then bear the responsibility of honouring that agreement for the duration of the lend-out period.

If the person you are lending your Vehicle to chooses to use the Services through his or her own Account, your subscription associated with that Vehicle will be terminated in accordance with these Terms of Use. To re-subscribe to the Services, you will have to follow the procedure detailed in these Terms of Use.

Please note that you are always liable for safeguarding the privacy of the persons using your Vehicle.

4. Requirements and restrictions

You must comply with and agree to the following requirements and restrictions:

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- promptly install all upgrades, bug fixes, patches and other corrections relating to the Services that we make available from time to time;
- comply with any applicable network/wireless carrier requirements, conditions, or codes of practice in connection with your use of the Services;
- not take any action or omission that may:
 - disrupt or compromise the integrity or security of the Services, any network of partners or vendors of Toyota or the privacy of any other person;
 - interfere with or overburden, disable or impair the Services;
 - cause any damage to Toyota or Third-Party Providers;
- not access or use the Services:
 - for any fraudulent, criminal, defamatory, harassing, or tortious purpose, or to participate in or promote any illegal activity;
 - to breach, violate or infringe intellectual property, privacy, or other rights, or misappropriate the property of Toyota or any Third-Party Provider;
 - to transmit misleading or inaccurate information with the intent to defraud, cause harm, or wrongfully obtain anything of value;
- not inspect, possess, use, copy, reverse engineer, or attempt to discover the source code of or used to create any computer program or other component of the Services, except as otherwise permitted by applicable laws;
- not attempt to hack or gain unauthorised access to any network, environment, or system of Toyota or of any Toyota partner(s), vendors or customers;
- not collect, use or transfer any information, including personal data, processed in the context of your use of the Services other than for your permitted use of the Services; and
- not access or use any Service to build a competitive product or for the primary purpose of monitoring its availability, performance or functionality or for benchmarking or competitive purposes.

You will take all necessary and reasonable efforts to prevent any use/actions as prohibited above by any other person that would have access to the Services via your Vehicle, including employees, agents or other persons under your direction or control. You shall also ensure that any such persons are informed of and strictly abide by these Terms of Use, and you agree to notify Toyota immediately in writing of any unauthorized use that you discover or suspect.

5. Warranties and liability

[NMSC should review whether national regulations necessitate any alterations to this clause, such as the inclusion of specific terms concerning lack of conformity and/or deviations under national law for second-hand goods.]

The legal warranty of conformity of the Services (to the extent provided to consumers in the context of a paid subscription) applies. This legal warranty extends, as applicable, for *[two (2) years as from delivery of the Service or for the entire duration of supply of the Service – to be reviewed and confirmed by NMSC under local law]*, *[provided that you notify any warranty claim to us within [2 months] as from discovery hereof – to be reviewed and confirmed by NMSC under local law]*. Your right to claim a remedy under the legal warranty will in any event lapse *[one (1) year] after discovery of the non-conformity– to be reviewed and confirmed by NMSC under local law]*.

No legal warranty applies (i) to users that are not consumers under the applicable law, or (ii) when Services are offered to consumers free of charge.

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Despite the many technical and organisational measures that we take to guarantee the quality and security of the Services, we cannot guarantee that:

- the information your Vehicle transmits to our back-end information systems will always be fully private and secure and is free from any risk of interception or other unauthorised access;
- your access to and use of the Services will be always uninterrupted and available;
- the data made available to you through the Services are accurate or complete;
- the Services are error-free or that there would be no loss of quality;
- there will be no security issues if you have been informed of a security update, but refused or hindered its installation in any way.

We do not guarantee the availability or the quality of the emergency assistance that we may provide to you in the context of crash notifications. To the extent permitted by applicable law, neither Toyota nor the roadside assistance may be held liable for any failure to involve emergency assistance and/or police or for any delay or error in doing so.

We do not guarantee the quality, completeness, or correctness of any of the Services provided by Third-Party Providers, and we, therefore, do not assume any responsibility or liability arising from your use of those Services. To the extent permitted by applicable laws and regulations, you agree to indemnify us and hold us harmless against any damage or loss we or our associated or affiliated companies may incur in relation to your use of the Services provided by Third-Party Providers.

We cannot be held liable for any loss or damage or for any Third-Party Provider claims resulting from your failure to terminate your subscription to the Services.

We will not be responsible and incur any liability for any damage you might suffer, or you might cause to third parties, because of your use of the Platform or your Account.

Notwithstanding any other provision of these Terms of Use, none of the above does however exclude or limit our liability for:

- death or personal injury caused by us (unless stated otherwise in these Terms of use);
- fraud, fraudulent misrepresentation[, gross negligence – if cannot be limited under national law], or wilful misconduct caused by us or by any of our employees or agents; or
- loss or damage that we may not limit or exclude under mandatory applicable law (e.g. consumer protection laws).

Unless stated otherwise in these Terms of Use and to the extent permitted by applicable mandatory law or regulation, our total aggregate liability arising from negligence, breach of contract or otherwise under or in connection with these Terms of Use will be limited to the higher of

- EUR 200; or
- the total amount of the fees paid by you to us during the period of three (3) months preceding the event giving rise to the liability. [NMSC to check if this amount is to be considered reasonable under local legislation and case law]

Unless stated otherwise in these Terms of Use, and to the extent permitted by applicable mandatory law or regulation, we will not be liable:

- for any indirect or consequential loss or damage whether arising from negligence, breach of contract or otherwise, including but not limited to any loss of profits, loss of goodwill, loss of data, loss of revenue, loss of turnover, loss of business, reputational damage, loss of opportunities, business interruptions or loss of anticipated savings; or
- for any loss or damage resulting from your failure to comply with your responsibilities and obligations under these Terms of Use.

This clause shall be interpreted and applied to the largest extent possible in accordance with applicable mandatory legislation.

6. Contact details and complaints

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[NMSC to check which contact information it must provide under local legislation]

If you have any questions about the Services or if you have any complaints about the Services, please contact your preferred Authorised Retailer first. You can also contact us by using the following contact details: *[NMSC to insert their own customer relations contact details, including (mandatory) both a phone number and an email address + postal address]*.

If and to the extent applicable under the laws of your country of subscription to the Services, and provided that you are a consumer under those laws, you have the right to lodge a complaint through the ODR platform by clicking here [Online Dispute resolution](#). *[NMSC to check potential additional (local) Alternative Dispute Resolution mechanisms to be mentioned under local legislation]*

When filing a complaint via this Platform, the following email address *[NMSC to insert their own customer relations contact details, i.e. an email address]* can be mentioned as our email address; or with the following competent authority: *[NMSC to insert contact details of relevant competent authority]*.

7. Intellectual property

All brands indicated on the Platform and any related website are trademarks or registered trademarks (a) of the company Toyota Motor Corporation, with head office in Japan, and are valid in the European Union and/or other jurisdictions; or (b) of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Toyota.

Toyota's graphics, logos, page headers, button icons, scripts and Services and apps names are the trademarks, copyright protected works or trade dress (including knowhow) of Toyota. Toyota's trademarks and trade dress may not be used in connection with any product or service that is not Toyota's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits Toyota.

Upon their acceptance of these Terms of Use, users are granted a limited, non-exclusive, non-transferable, non-sublicensable and revocable License to use the software and other intellectual property included in the Services, subject to (i) restrictions set forth in these Terms of Use, and (ii) restrictions pursuant to applicable laws and regulations. In no way does this imply any sale or transfer of intellectual property rights. All features of Services, the App and the Platform are owned and remain owned by Toyota or its affiliates and licensors, and are protected by applicable copyright laws and international copyright treaties, trademark laws, and other intellectual property laws and treaties, as applicable. You may not use any such intellectual property for your own commercial purposes or to create any kind of derivative work.

Toyota shall retain all rights on the data obtained from the use of the Platform, its content, Services and apps, etc., in anonymous form, and any subsequent use of or analysis performed by Toyota based on such data.

8. Third-Party Providers

Third-Party Providers may make accessible, provide, or sell products, services, or apps through the Platform. We are not responsible for checking, evaluating or validating any of these Third-Party Providers' products, services, or apps. We do not warrant nor endorse the offerings of any of these Third-Party Providers and we are not in any way responsible or liable for any action from the Third-Party Providers or for the content, quality or performance of their products, services, or apps.

The Third-Party Providers will have separate terms of use for making accessible, providing, or selling their products, services, and apps, which you will have to accept separately if you want to make use of such products, services or apps. You should carefully review their terms of use when you consider engaging in any transaction with them.

9. Events beyond our reasonable control

We will not be held responsible and incur no liability for any delay or failure to comply with our obligations under these Terms of Use if the delay or failure arises from any causes which are beyond our reasonable

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control (“force majeure”), including but not limited to strikes, lockouts, riots, acts of war, earthquakes, floods, fire and explosions, governmental acts, telecom or internet breakdowns, or bugs in third party software, which make it impossible or unreasonably burdensome for us to comply with our obligations under these Terms of Use.

10. Governing law and jurisdiction

These Terms of Use are governed by and will be exclusively construed in accordance with the laws of *[NMSC to fill in applicable laws. If the chosen applicable law could conflict with local consumer protection laws, then add the following wording “unless you are a consumer under applicable Law and a mandatory applicable consumer protection Law in your country or region of domicile or habitual residence provides for the applicable law to be that of your country or region of domicile or habitual residence or for another applicable law]”,* excluding the conflict of laws provisions of such country which would cause the laws of any other country to apply.

Any litigation concerning the content, interpretation and/or implementation of these Terms of Use shall be brought before the courts of *[NMSC to fill in applicable laws. If the chosen applicable law could conflict with local consumer protection laws, then add the following wording “unless you are a consumer under applicable Law and a mandatory applicable consumer protection Law in your country or region of domicile or habitual residence provides for the competent jurisdiction to be that of a city in your country or region of domicile or habitual residence or for another jurisdiction]”,* which will have exclusive jurisdiction.

11. Miscellaneous

In certain circumstances, the legally required e-call functionality will be activated. This is regulated by the EU e-call Regulation (Regulation 2015/758 of 29 April 2015) or its equivalent outside the EU. Your Vehicle will automatically notify emergency Services in the country where your Vehicle is located in case of a crash triggering an airbag deployment.

No delay or failure by either you or us to exercise any powers, rights or remedies under these Terms of Use will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.

Whenever possible, the provisions of these Terms of Use shall be interpreted in such a manner as to be valid and enforceable under the applicable law. If any (part of a) provision of these Terms of Use is deemed invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other provisions of these Terms of Use will nevertheless remain in full force and effect. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the Parties will automatically be replaced by a valid, legal and enforceable clause which reflects the initial provision’s original intent as closely as possible.

Any provision under these Terms of Use which is expressly or by implication intended to continue in force after the termination or expiration of your subscription to the Services will not be affected by such termination or expiration and will continue to be in full force thereafter. This concerns, among other things, clauses relating to compliance with law, warranties and liabilities and intellectual property rights.

We are entitled to subcontract, assign or transfer any of our rights and/or obligations with respect to these Terms of Use to any third party without having to obtain your prior authorisation.

You may not subcontract, assign, or transfer any of your rights and/or obligations with respect to these Terms of Use to any third party, without our prior written authorisation.

These Terms of Use constitute the entire agreement between you and us with respect to the Services and they supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services.