



ABOVE & BEYOND

InControl Touch Pro Feature Terms Effective 1 March 2018

In these Terms "we/us/our" means Land Rover (which is a trading name of Jaguar Land Rover Limited (company number 1672070) with its registered office at Abbey Road, Whitley, Coventry, CV3 4LF).

1. About these Terms

The following terms and conditions ("**Terms**") apply to vehicles equipped with InControl Touch Pro, cover the navigation, Gracernote media, and web browser features ("**Features**"). Please note that not all of these Features may be available on your vehicle as this depends on the specification for your vehicle model and country. Please contact your Land Rover dealer for details.

The navigation and Gracernote media Features are provided through our selected third party providers. Their end user terms and privacy policies (as may be updated from time to time) also apply for the relevant Features, in addition to these Terms. You can read them here:

- <https://legal.here.com/terms/serviceterms/>
- <https://legal.here.com/privacy/policy/>
- Please refer to the vehicle's owner handbook for Gracernote media terms of use.

By using the Features, you accept and agree to these Terms and the Feature providers' terms and privacy policies. Please read them carefully. **In particular your attention is drawn to clauses 2 (Personal SIM and data charges), 5 (Data usage and privacy) and 6 (Limitation of liability) below.**

IMPORTANT:

- You are responsible for ensuring that any other people you allow to use the vehicle are aware of these Terms and use the Features in accordance with these Terms.
- These Terms also apply to you if you use a vehicle with the Features that is part of a "fleet" even if you did not personally purchase or lease the vehicle or subscribe for the Features. A fleet is a group of vehicles that are maintained, owned or leased by a business or other organisation and not by an individual or family. For example, this may include a rental vehicle provided to you by a rental company, a vehicle made available to you by your employer, or a vehicle made available to you by us or our authorized dealers on a temporary loan basis.

If you have any questions about these Terms, please contact your Land Rover dealer.

For terms and conditions and privacy policy relating to “Live” features and services, please refer to our InControl Terms and Conditions and Privacy Policy which you can read here: <http://www.landrover.co.uk/ownership/incontrol/index.html>

2. Personal SIM and data charges

- 2.1 You will need a Subscriber Identity Module card (Personal SIM) and data plan to use certain Features and functionality (for example, the web browser). The Personal SIM in the vehicle must be fully operational and the relevant Features or functionality will not work if the Personal SIM is damaged, removed or incorrectly installed. The Personal SIM is either supplied with the vehicle or separately purchased and supplied by you, depending on specification for your vehicle model and country.
- 2.2 If a Personal SIM is originally supplied with the vehicle and you choose to replace it with another SIM, you will be responsible for all data charges for use of the Features.
- 2.3 You are responsible for all network provider and data plan charges relating to your Personal SIM and use of the Features (after any initial free trial period or inclusive data plan where applicable). This includes any network provider charges for international data roaming. The Connectivity and Navigation settings on the vehicle allow you to enable or disable data connectivity for the Features – please check these settings if you wish to avoid international data roaming charges.
- 2.4 You should remove your Personal SIM if you no longer own or use the vehicle. If you do not, you will continue to be responsible for data charges (if any) for use of the Features on the vehicle.
- 2.5 You can disable data connectivity for the Features at any time via the Connectivity settings on the vehicle or by removing the Personal SIM.
- 2.6 These Terms apply to any access and use of the Features, whether via the Personal SIM or if you connect via a Wi-Fi hotspot.

3. InControl Navigation Account and subscriptions

- 3.1 To use certain functionality of the navigation Feature you will first need (a) to set up an InControl Navigation Account on the vehicle or via the InControl Route Planner website at <http://www.landrover.co.uk/ownership/incontrol/infotainment/incontrol-touch-pro-setup.html> and (b) a current subscription (a subscription is your right to access and use a connected Feature for a certain period of time).
- 3.2 An initial subscription is included when the vehicle or option pack is originally purchased. To continue using the relevant functionality of the navigation Feature after the initial subscription period, you will need to renew your subscription and pay the applicable renewal charges. Further information about the initial subscription and how to renew can be obtained from your Land Rover dealer.

- 3.3 You are responsible for cancelling your InControl Navigation Account and subscription if you no longer own or use your vehicle (for example, if you sell the vehicle, your lease expires, or the vehicle is lost or stolen).
- 3.4 You are responsible for keeping your InControl Navigation Account information accurate and up-to-date, and keeping your log-in details secure and confidential. Unless we are at fault, we cannot be held responsible for any unauthorised access to and use of your InControl Navigation Account or the Features.
- 3.5 Following the expiry of your subscription, we may delete all records and data in our possession or control relating to you without liability to you.

4. Use of the Features

- 4.1 We make the Features available only for private domestic use or internal use by your business in connection with the vehicle. The Features must only be used for their intended purpose and not for re-sale. You must not and must not permit anyone else to use the Features in any way which:
- (a) is unlawful, prohibited or restricted in any country in which you intend to use or are using the Features (for example where use of safety camera location information is not permitted);
 - (b) is unsafe or which puts your own, your passengers' or any other person's safety at risk;
 - (c) causes harm to the vehicle, any data, software, device, computer systems or networks;
 - (d) is not authorised by us or which infringes any intellectual property rights (including those of our third party Feature providers).
- 4.2 In addition to the conditions in clause 4.1, you must not use the web browser:
- (a) in any way that could or does damage, disable, overburden, impair or compromise our, or the network provider's systems or security or interfere with other network users; or
 - (b) for any peer to peer file sharing ("P2P"), bit torrent, or proxy server network, spamming, the sending of bulk unsolicited e-mails or commercial messages, maintaining any form of email server, or in any way which involves providing any service that allows access to a public IP or internet address.
- 4.3 You are responsible for complying with all applicable traffic laws and good driving practice in relation to your use of the Features.
- 4.4 We endeavour to ensure that the Features are available and operate correctly, but we cannot guarantee that the Features (or any of their functions) will be error free or

continuously available, or permitted to use under local laws in all countries. For example, when using the web browser some websites may not display or operate correctly via the vehicle screen.

- 4.5 The availability and functionality of some aspects of the Features are dependent on mobile network coverage and other factors which are outside of our control. For example, network connectivity may be unavailable in remote or enclosed areas and may be affected by obstructions such as hills, tall buildings and tunnels or network capacity. In addition, the Features may be subject to occasional disruption or downtime due to essential maintenance or modifications but we will always try to minimise any unavailability this causes.
- 4.6 We cannot guarantee that Feature data or content (e.g. maps, safety cameras, speed limits or traffic data) is accurate, complete or up-to-date. This is provided for your convenience but you remain responsible for complying with traffic laws including road signs and speed limits.
- 4.7 We reserve the right to change, suspend, remove, or disable access to any Features or functionality at any time without notice. For example this may be necessary to perform essential maintenance on the systems that operate the Features, for security reasons, if required by law, or if we no longer make particular Features or functionality available in your country or to our customers generally.
- 4.8 It is your responsibility to delete all personal information, downloaded content and other data that you may have stored on your vehicle, to the extent permitted by the Features and vehicle equipment, before you transfer ownership of your vehicle or return a rental or leased vehicle to its primary owner. For example, you can delete your favourites, browsing history and any cookies stored by the web browser using the web browser settings.
- 4.9 We are not responsible for any third party websites, content or data you choose to access on the internet using the web browser and you do so at your own risk. Those websites may use cookies or similar devices. You are advised to read and ensure you are happy with any terms and conditions, privacy policies and cookies policies for third party websites you visit.
- 4.10 Use of certain Features (for example, the web browser) may be restricted while the vehicle is moving.

5. Data usage and privacy

- 5.1 We and/or our service providers make use of certain information you submit or which is sent from your vehicle for and in connection with the provision of the Features, as follows:
- account setup and subscription information. This is used to enable your use of the Features, to fulfil subscription renewals, to send you relevant Feature information

(e.g. about updates to the Features), and for customer service purposes such as resolving queries or issues with the Features;

- data for logging and analytics purposes. This includes investigation of system issues and anonymised statistical analysis to help further develop the Features and our products;
- information you provide when contacting us. Please note we may record calls for training and quality purposes;
- authentication data for log-in to your account and security when you use the Features, and to prevent unauthorised access;
- vehicle location data but only as necessary for operation of Features such as navigation and traffic. You can choose whether to enable or turn-off location data via the Connectivity and Navigation settings on your vehicle; and
- information specific to individual Features, as further detailed in the Feature provider end user terms and privacy policies referred to in clause 1.

5.2 You can prevent transmission of the above information from the vehicle at any time by disabling data connectivity via the Connectivity settings on the vehicle or by removing the Personal SIM.

5.3 We may share information with members of our group (which means our subsidiaries, our ultimate holding company and its subsidiaries as defined in section 1159 of the Companies Act 2006 and any company in which we hold at least 50% of the share, stock or voting rights). We may also share information with third parties:

- (a) in the event that we sell or buy any business or assets, in which case we may disclose your personal data to the prospective seller or buyer of such business or assets;
- (b) if we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or request;
- (c) to the extent disclosure is permitted by an exemption under the Data Protection Act 2002 or any replacement legislation (including but not limited to, disclosure for the purpose of legal proceedings, obtaining legal advice or establishing, exercising or defending legal rights, the prevention or detection of crime, the apprehension or prosecution of offenders, or the safeguarding national security); or
- (d) in order to enforce the Terms or to investigate actual or suspected breaches.

5.4 The data collected in relation to the Features may be transferred to, and stored at, a destination outside the European Economic Area (“EEA”) or your home country. It may

be processed by personnel operating outside the EEA or your home country who work for us or for one of our service providers, including those engaged in the provision of the Features. By submitting your personal data and using the Features, you agree to this transfer, storing and processing.

- 5.5 We will take all steps reasonably necessary to ensure that your information is kept secure and we require our Feature providers to do the same, however due to the nature of the internet and telecommunications we are unable to fully guarantee that data cannot be accessed or intercepted when transmitted. You are advised to take care when using the web browser and to only access websites you trust.
- 5.6 Unless otherwise stated, the data controller of your personal information for the purpose of the Data Protection Act 2002 is Jaguar Land Rover Limited of Abbey Road, Whitley, Coventry, CV3 4LF (ICO registration number: ZA020510).
- 5.7 The Data Protection Act 2002 gives you the right to request access to information we hold about you. Your right of access can be exercised in accordance with that Act. Any access request may be subject to a fee of £10. You may at any time contact us to update any personal data we hold about you. Please contact Jaguar Land Rover, Data Protection Officer, Abbey Road, Whitley, Coventry, CV3 4LF.

6. Limitation of liability

- 6.1 If you are a consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or software that is faulty or not as described. Advice about your legal rights is available from your local Malta Competition and Consumer Affairs Authority. Nothing in these Terms will affect these legal rights.
- 6.2 Nothing in these Terms shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited under Maltese law.
- 6.3 Except as stated in clause 6.2, our maximum aggregate liability to you under and in connection with these Terms and the Features (whether in contract, tort (including but not limited to negligence), breach of statutory duty or otherwise) shall be limited to a sum equal to the fees paid by you to us for the Features.
- 6.4 Except as stated in clause 6.2, we shall not under any circumstances whatsoever be liable for:
- (a) loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or it was contemplated by you and us at the time that you purchased the vehicle or option pack which included the Features;

- (b) any business losses arising under these Terms or in relation to the Features (including but not limited to loss of profit or revenue, loss of business, business interruption, or loss of business opportunity); or
- (c) any indirect or consequential losses.

6.5 These Terms set out the full extent of our obligations and liabilities in respect of the provision of the Features. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the provision of the Features which might otherwise be implied into, or incorporated in, these Terms whether by statute, law or otherwise, is excluded to the fullest extent permitted by law.

6.6 We will not be liable or responsible for failure to provide the Features or any adverse effect on your use of the Features that is caused by an act or event beyond our reasonable control, including without limitation failure or disruption of public or private telecommunications networks or the internet.

7. Termination or suspension

7.1 You can choose to stop using the Features at any time. To disable data connectivity please use the Connectivity settings on the vehicle. If you have an InControl Navigation Account you should remove your profile and account from the vehicle and delete your account.

7.2 If you fail to comply with these Terms we may immediately terminate or suspend your InControl Navigation Account(s), subscription(s) and/or access to functionality of the Features without prior notice to you.

8. Other important terms

8.1 We may make changes to the Features and/or these Terms from time to time as a result of: a change to our Feature providers, their services or their terms and conditions; a regulatory change or a change in law; improvements or modifications to the Features; and/or changes in our privacy practices and use of data in connection with the Features. We will always try to ensure that any changes are not to your material disadvantage. Depending on the change, you may not be able to use the relevant Features until you have downloaded a software update and/or accepted any new terms and conditions that may apply.

8.2 If we have to contact you, we will do so using the contact details you provide on your account or, if you have no account, the details you provided to the authorised Land Rover dealer from whom you purchased your vehicle.

- 8.3 We are not responsible for any other arrangements or agreements you choose to make directly with third party Feature providers and they are entered into at your sole risk and expense.
- 8.4 You will not be a third party beneficiary of any agreement between us and the Feature providers.
- 8.5 All intellectual property rights in the Features are owned by or licensed to us or our Feature providers. The rights to use the Features are licensed (not sold) to you, and you have no rights in or to them except in accordance with these Terms.
- 8.6 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. We may transfer our rights and obligations under these Terms but this will not affect your rights under these Terms.
- 8.7 These Terms will continue to apply for as long as you use the Features.
- 8.8 Each of the clauses in these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 8.9 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive breach of these Terms by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.
- 8.10 If you are a consumer, please note that this contract between you and us is governed by Maltese law. This means that any dispute or claim arising out of or in connection with these Terms will be governed by Maltese law. You and we both agree that the Malta Arbitration Centre will have exclusive jurisdiction as per clause 8.12.
- 8.11 If you are a business customer, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by Maltese law. We both agree to the exclusive jurisdiction of the Malta Arbitration Centre as per clause 8.12.
- 8.12 In both instances, any dispute, controversy or claim arising out of or relating to this agreement, or the breach, termination or invalidity thereof, shall be settled by arbitration, in accordance with Part V (International Arbitration) of the Malta Arbitration Act and the Arbitration Rules of the Malta Arbitration Centre as at present in force. The appointing authority/ administrator of the arbitration shall be the Malta Arbitration Centre. The number of arbitrators shall be one if you are a consumer and three if you are a business customer. The place of arbitration shall be Malta. The language to be used in proceedings shall be English. The arbitrator shall decide *ex aequo et bono*.