InControl Touch Pro and Pivi Pro Feature Terms
Effective as of 08.12.2025

In these Terms "we/us/our" means 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 or Pivi Pro and cover the infotainment, connected services and software update features (including all software, images, text, data and other content forming part of or relating to those features) ("**Features**"). Please note that not all Features may be available on your vehicle as this depends on the specification for your vehicle model and country. Please contact your authorised retailer for details.

You may be asked to accept additional end user terms and privacy policies when using certain Features, for example Features that are provided through our selected third party providers or which enable you to access apps or online content (e.g. the InControl Touch Pro "Live" service).

For InControl Touch Pro, third party provider terms apply for navigation and Gracenote media. You can read them here:

- https://legal.here.com/terms
- https://legal.here.com/privacy
- Please refer to the vehicle's owner handbook for Gracenote media terms of use.

For Pivi Pro, third party provider terms apply for navigation and mobile network connectivity (including the Fair Usage Policy). You can read them here:

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

Use of the TuneIn service is subject to the TuneIn End User License Agreement And Terms of Service (https://www.tunein.com/policies/) and the TuneIn Privacy Policy (https://www.tunein.com/policies/privacy/).

By using the Features, you accept these Terms and the Feature providers' terms and acknowledge the Feature providers' privacy policies. Please read them carefully. **In particular your attention is drawn to clauses 2 (SIM and data charges), 7 (Data usage and privacy) and 8 (Limitation of liability) below.**

In some markets, to comply with local legal requirements, the mobile network provider may require you to complete an electronic identity verification process to activate the factory fitted SIM.
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 authorised retailers on a temporary loan basis.

- These Terms apply to any access and use of the Features, whether via the factory fitted SIM, inserted SIM or if you connect via Wi-Fi.

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

2. SIMs and data charges

2.1 You will need a Subscriber Identity Module card (SIM) and data plan to use certain Features and functionality (for example, Wi-Fi Hotspot, the InControl Touch Pro web browser and the "Live"' service, where available). The SIM in the vehicle must be fully operational and the relevant Features or functionality may not work if the SIM is damaged, removed or incorrectly installed.

2.2 The SIM may be supplied with the vehicle (either built into the vehicle or for insertion in the SIM card slot) or separately purchased and supplied by you, depending on specification for your vehicle model and country.

2.3 If a SIM for the SIM card slot 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 that other SIM.

2.4 You are responsible for all network provider and data plan charges relating to your SIM and use of the Features (after any initial free trial period or inclusive data plan where applicable). This may include network provider charges for international data roaming. The Connectivity settings on the vehicle allow you to enable or disable mobile data connectivity for your data plan– please check these settings if you wish to avoid international data roaming charges. Software Updates will not be affected.

2.5 If you have supplied your own SIM you should remove it 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.

2.6 Transmission of data via the factory fitted SIM takes place across mobile telecommunications networks which are provided and managed by our selected provider of mobile network operator services ("MNO Service Provider"), either directly or through a locally licensed provider with whom the MNO Service Provider has a contractual arrangement. The MNO Service Provider acts as the telecommunications service provider for the Features. You will be required to accept their terms and conditions for use of the mobile telecommunications networks. For Pivi Pro this means the network provider terms and conditions in clause 1 above. For InControl Touch Pro this means the network provider terms and conditions you accept when registering and activating a SIM in the vehicle's SIM card slot.

3. User accounts and subscriptions

3.1 To use certain Features and functionality you will first need (a) to set up an account (for example, an InControl account or a Touch Pro navigation account) 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 period is included when the vehicle or option pack is originally purchased, depending on Feature and specification for your vehicle model and country. To continue using the relevant Feature after its 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 authorised retailer.

3.3 You are responsible for cancelling your account 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). You should remove your profile and account from the vehicle, delete your account and disable mobile data in the vehicle's Connectivity settings.

3.4 You are responsible for keeping your 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 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. Software Updates

4.1 In these Terms "**Software Updates**" means over-the-air software updates for InControl Touch Pro, Pivi Pro or other vehicle systems which can be downloaded directly to the vehicle to maintain or modify those systems or to provide improved features and capabilities for your vehicle.

4.2 When the vehicle is connected, Software Updates will be available from time to time for your vehicle systems. You can check for available Software Updates from the vehicle settings or they may be initiated by us.

4.3 Depending on the type of Software Update, your vehicle specification and local market requirements, Software Updates may be downloaded and installed automatically, or you may have the option to re-schedule or decline the update.

4.4 Please be aware of the following important terms for Software Updates:

(a) Depending on your vehicle specification, Software Updates can be downloaded via the vehicle's built-in SIM, a SIM inserted into your SIM card slot or by using a WI-FI connection. Please note that Software Updates via a SIM not built-in to the vehicle from the factory may incur charges to your SIM data plan;

(b) During the installation of some types of Software Updates certain vehicle functions and services (for example, the SOS Emergency Call, the Optimised Roadside Assistance, the InControl Secure Tracker / Secure Tracker Pro service, the alarm and some features of the InControl Remote App) may be temporarily disabled. You should select installation of those Software Updates only when you do not need to drive the vehicle and it is parked in a safe and secure location;

(c) Software Updates may not install correctly if your vehicle has non-standard software or hardware;

(d) Software Updates will overwrite current software on the vehicle. This may also apply to any third party non-standard software on the vehicle;

(e) If you have any questions or issues relating to Software Updates, please contact your authorised retailer.

4.5 If you have a fleet vehicle, please be aware that the fleet owner may have terms and conditions, policies or procedures which may affect your use of Software Updates. It is your responsibility to check with the fleet owner about use of Software Updates on your fleet vehicle.

4.6 In order to provide you with a Software Update, we may collect and process data from your vehicle such as Vehicle Identification Number and location information. Such data will generally be used for the purpose of determining availability and/or your eligibility for a Software Update in your market or will otherwise be detailed as part of a release.

5. Third party content and services

5.1 Pivi Pro and InControl Touch Pro enable you to access certain third party content and services via the Features on your vehicle (for example, “Live” on InControl Touch Pro). We have selected and make available access to this third party content and services to benefit our customers.

5.2 Third party content and services are provided by our selected third party providers. Third party content and services may be subject to the relevant third party provider‘s terms and conditions and privacy policies (which are separate to these Terms). Where applicable, you will need to read and accept them in order to access and use that third party content and services. For example, to use social media features you will need your own account with the relevant social media provider and to accept their terms and privacy policies.

5.3 We are not responsible for any arrangements or agreements made between you and the third party content and services providers and they are entered into at your sole risk and expense. For example, you are responsible for payment of any charges for third party apps that you choose to download or subscribe to.

5.4 The choice of third party content and services available for your vehicle may be subject to change from time to time. We reserve the right to change, suspend, remove, or disable access to any third party content and services at any time without notice.

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

6. Use of the Features

6.1 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 thirdparty providers).

6.2 In addition to the conditions in clause 6.1, you must not use the InControl Touch Pro 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.

6.3 The 'Enhanced AI Voice' Feature provides an extension to the existing voice features available within your vehicle, powered by generative AI. Specifically, this Feature provides AI-generated responses to your questions for general conversational purposes only.

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

You should always exercise discretion and judgment when relying on AI-generated information.

6.4 You are responsible for complying with all applicable traffic laws and good driving practice in relation to your use of the Features.

6.5 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 InControl Touch Pro web browser some websites may not display or operate correctly via the vehicle screen.

6.6 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.

6.7 We cannot guarantee that navigation data or content (e.g. maps, safety cameras, speed limits or traffic data) is accurate, complete or up-to-date. This is provided for

your convenience but you remain responsible for complying with traffic laws including road signs and speed limits.

6.8 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.

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

6.10 You are responsible for use of the 'remember me' function that applies to certain Features. This function enables you to remain automatically logged in on the vehicle for more convenient access to the Features. Please be aware that while this function is active any other person using the vehicle will be able to view your stored settings, features and personal details in the vehicle and use the features as if they were you. You should ensure the 'remember me' function is disabled if you do not wish other users to have access. When you no longer own or use your vehicle (for example, if you sell the vehicle, your lease expires, or the vehicle is lost or stolen) you must ensure the 'remember me' function for certain Features is disabled and/or you have logged out from the Features.

6.11 We are not responsible for any third party websites, content or data you choose to access on the internet using the InControl Touch Pro 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.

6.12 Use of certain Features (for example, the InControl Touch Pro web browser) may be restricted while the vehicle is moving.

6.13 For InControl Touch Pro, Wi -Fi Hotspot connectivity will not be available whilst any of the SOS Emergency Call, Optimised Assistance or InControl Secure Tracker/ Secure Tracker Pro services are in use. Wi-Fi Hotspot connectivity may also be unavailable for thirty minutes from the end of a SOS Emergency call and Optimised Assistance call or while an active InControl Secure Tracker/ Secure Tracker Pro case is open.

7. Data usage and privacy

7.1 Pursuant to clause 6.3 above, the 'Enhanced AI Voice' Feature involves processing personal data, including voice input. Voice input is shared only with Cerence GmbH to

convert speech to text transcripts. Text transcripts containing your questions may be processed by Cerence GmbH's authorised third-party providers to generate the responses. You should avoid including unnecessary personal data, confidential, or sensitive information when interacting with the Feature.

7.2 We will use personal data in accordance with the terms of the InControl Privacy Policy, which can be found at the following website address: https://incontrol.jaguar.com/jaguar-portal-owner-web/about/privacy-policy/NZL or https://incontrol.landrover.com/jlr-portal-owner-web/about/privacy-policy/NZL.

8. Limitation of liability

8.1 If you are a consumer, you have legal rights under the Consumer Guarantees Act 1993 (New Zealand) ("CGA") in relation to goods and services, including (without limitation) if they are not carried out with reasonable skill and care, or if software is faulty, not of acceptable quality or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or from the New Zealand Commerce Commission. Nothing in these Terms shall be treated as affecting or is intended to have the effect of contracting out of the provisions of the CGA, except as expressly stated and only to the extent permitted by the CGA, and these Terms shall be read as modified to the extent necessary to give effect to that intention. For the purposes of these Terms, you are a consumer, if you are a consumer within the meaning of the CGA.

8.2 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 English law or the law of your relevant jurisdiction.

8.3 Except as stated in clause 8.2 or as otherwise provided under the terms of a valid manufacturer's warranty for the vehicle, 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.

8.4 Except as stated in clauses 8.1 and 8.2, 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.

8.5 Subject to clause 8.1, these Terms set out the full extent of our obligations and liabilities in respect of the provision of the Features, and except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Subject to clause 8.1, 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, common law or otherwise, is excluded to the fullest extent permitted by law.

8.6 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.

9. Termination or suspension

9.1 You can choose to stop using the Features at any time, however, depending on your vehicle specification, certain Software Updates may remain active. To disable mobile data connectivity for your data plan please use the vehicle's Connectivity settings.

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

10. Other important terms

10.1 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 installed a software update and/or accepted any new terms and conditions that may apply. We will make reasonable efforts to inform you of any such changes that materially affect the Features. If you are a consumer (as defined in clause 8.1), you may terminate your subscription to the Features in the event that any changes to these Terms or the Features received are to your material disadvantage. In such circumstances, if you are the first owner of your Vehicle, you must notify the authorised retailer from whom you purchased or leased your Vehicle who will refund to you any amounts paid by you in advance for your subscription to the Features that you have not yet received. If you have a fleet vehicle you must check with the fleet owner before terminating any subscription to the Features.

10.2 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 retailer from whom you purchased your vehicle.

10.3 You will not be a third party beneficiary of any agreement between us and the Feature providers.

10.4 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.

10.5 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.

10.6 These Terms will continue to apply for as long as you use the Features.

10.7 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.

10.8 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.

10.9 If you are a consumer, please note that this contract between you and us is governed by English law. This means that any dispute or claim arising out of or in connection with these Terms will be governed by English law. You and we both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of New Zealand you may also bring proceedings in New Zealand.

10.10 If you are a business customer, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are, to the extent permitted by your local law, governed by English law. To the extent permitted by your local law, we both agree to the exclusive jurisdiction of the courts of England and Wales.