

**InControl Touch Pro Feature Terms  
Effective as of 27 September 2019**

أنظر للأسفل للإطلاع على النسخة العربية

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 and cover the navigation, Gracenote media, web browser, the “Live” service and software update 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 authorised retailer for details.

The navigation and Gracenote 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 Gracenote 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) and 7 (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 retailers on a temporary loan basis.

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

**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, Wi-Fi Hotspot, the web browser and

the “Live” service, where available). 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 that other SIM.
- 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 Personal SIM 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 Personal SIM 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 [www.jaguar.com/navigation/](http://www.jaguar.com/navigation/) 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 authorised retailer.
- 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. Software Updates**

4.1 In these Terms “**Software Updates**” means over-the-air software updates for InControl Touch Pro or other vehicle systems which can be downloaded directly to the vehicle.

4.2 If Software Updates are enabled, from time to time we will notify you of Software Updates we make available for your vehicle. Information will be provided about the improvements or features the Software Update contains as well as notification of any additional terms and conditions that may apply. By accepting a Software Update you agree to it being installed on your vehicle, any changes it makes to the vehicle systems and any applicable additional terms and conditions.

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

- (a) In general Software Updates will be sent to the vehicle using the Personal SIM or a Wi-Fi connection where available. It is recommended to use a suitable Wi-Fi connection when downloading Software Updates. Please note that Software Updates via your Personal SIM will incur charges to your Personal SIM data plan. Some types of Software Updates will be sent via the vehicle’s telematics unit and won’t incur charges to your Personal SIM data plan;
- (b) Software Updates may not install correctly if your vehicle has non-standard software or hardware;
- (c) Software Updates will overwrite current software on the vehicle. This may also apply to any third party non-standard software on the vehicle;
- (d) If you choose not to install a Software Update your vehicle will not receive the improvements or features it contains. If you have declined a Software Update and change your mind, please contact your local authorised retailer.
- (e) If you have any questions or issues relating to Software Updates, please contact your local authorised retailer.

4.4 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

#### **5. Use of the Features**

5.1 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).

5.2 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.

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

5.4 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.

5.5 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.

5.6 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.

- 5.7 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.
- 5.8 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 web browser using the web browser settings.
- 5.9 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.
- 5.10 Use of certain Features (for example, the web browser) may be restricted while the vehicle is moving.

## **6. Third party content and services**

- 6.1 InControl Touch Pro enable you to access certain third party content and services via the Features on your vehicle (for example, the “Live” service). We have selected and make available access to this third party content and services to benefit our customers.
- 6.2 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.
- 6.3 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.
- 6.4 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.

6.5 From time to time we may make available updates for third party content and services that you can choose to download to your vehicle. By accepting to download an update you agree to the update being installed on your vehicle and any changes it makes to the third party content and services. Please note that these downloads will incur charges to your SIM data plan.

## **7. Limitation of liability**

7.1 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 consumer protection authority. Nothing in these Terms will affect these legal rights.

7.2 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.

7.3 Except as stated in clause 7.2 or 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.

7.4 Except as stated in clause 7.2 or otherwise provided under the terms of a valid manufacturer's warranty for the vehicle, 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.

7.5 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, common law or otherwise, is excluded to the fullest extent permitted by law.

7.6 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.

## **8. Termination or suspension**

- 8.1 You can choose to stop using the Features at any time. To disable data connectivity please use the vehicle's Connectivity settings. To disable future Software Updates please use the Software Update settings. If you have an InControl Navigation Account you should remove your profile and account from the vehicle and delete your account.
- 8.2 If you fail to comply with these Terms we may immediately (without a court order) terminate or suspend your InControl Navigation Account(s), subscription(s) and/or access to functionality of the Features without prior notice to you.

## **9. Other important terms**

- 9.1 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.
- 9.2 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.
- 9.3 You will not be a third party beneficiary of any agreement between us and the Feature providers.
- 9.4 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.
- 9.5 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.
- 9.6 These Terms will continue to apply for as long as you use the Features.
- 9.7 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.

- 9.8 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.
- 9.9 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 the Dubai International Financial Centre (DIFC) will have exclusive jurisdiction.
- 9.10 If you are a business customer, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of the Dubai International Financial Centre (DIFC).



## Privacy Policy

Last updated: 27 September 2019

### WHAT YOU CAN EXPECT TO SEE FROM READING THIS PRIVACY POLICY

Jaguar Land Rover is one of the world's leading producers of premium cars. Innovation and design give our customers experiences they love for life – anticipating and exceeding their needs and expectations. Quality and excellence are our hallmarks. Taking care of our customers is paramount.

We respect the privacy of every individual whose information we process. This Privacy Policy explains how we use personal data received from your use of the Features, and use of our vehicles (referred to as 'vehicles' throughout this Privacy Policy), products and services, and informs you of your data protection rights.

### DATA PROTECTION INFORMATION

#### 1. DATA CONTROLLER INFORMATION: WHO WE ARE AND HOW TO CONTACT US

**Who We Are:** When we refer to 'Jaguar Land Rover', 'JLR' 'we', 'our' or 'us' in this Privacy Policy, we refer to: Jaguar Land Rover Limited, whose registered office is at: Abbey Road, Whitley, Coventry CV3 4LF, England, and whose registered number is: 1672070.

If you want to find out more about the Jaguar Land Rover group, please have a look at the "Tell me more" box below.

**Customer Relationship Centre contact details:** For any queries relating to this Privacy Policy or the products and services included with it, you can find our contact details at the following web page: <https://www.jaguar-me.com/en/contact-us/index.html> or <https://www.landrover-uae.com/en/dealer-locator>.

#### TELL ME MORE ...

##### ... about the JAGUAR LAND ROVER Group ...

Jaguar Land Rover is part of a group of companies whose parent company is Jaguar Land Rover Automotive plc. You can find out more corporate information about Jaguar Land Rover on our website at: <https://www.jaguarlandrover.com/>.

Jaguar Land Rover is part of the Tata group. More information about the Tata group and the Tata companies can be found here: [http://www.tata.com/aboutus/sub\\_index/Leadership-with-trust](http://www.tata.com/aboutus/sub_index/Leadership-with-trust) and <http://www.tata.com/company/index/Tata-companies>

## 2. WHAT THIS PRIVACY POLICY APPLIES TO

- This Privacy Policy will apply to your use of:
  - the Infotainment system, including the InControl Touch Pro Features; (The use of the word “Features” in this Privacy Policy applies to vehicles equipped with InControl TouchPro and cover the infotainment, connected services and software update features and the “Live” services (including all software, images, text, data and other content forming part of or relating to those features); and
  - other connected vehicle systems and services.

Please note that this Privacy Policy does not apply to third party websites which you may access in connection with your use of services or features which you sign up to receive directly with a third party – please refer in these cases to the relevant third party’s privacy policy.

This Privacy Policy sets out the basis on which data, including any personal data we collect from you, or that you provide to us, will be processed by us, following your use of our vehicles, products and services described in this Section 2. Please read it carefully to understand our practices regarding data collection and your personal data and how we will treat it.

Please be aware that it is your responsibility to alert all passengers and people you authorise to use your vehicle and the infotainment system about the privacy practices described in this Privacy Policy (including the ways in which we may collect and use data from the vehicle and/or relating to users of the vehicle).

## 3. THE TYPES OF INFORMATION WE COLLECT

We may collect and process the following data about you and/or your vehicle(s):

- **Submitted Information:** information that you provide by filling in online via your use of your vehicle’s infotainment system, information which you may otherwise provide to us directly (for example, when you communicate to us via telephone or email, or that which the authorised retailer (from whom you purchased or leased the vehicle) provides on your behalf in connection with, or following up on, any communication with you. This information will depend on the nature of your actions, but may include your name, address, telephone number (including mobile number), e-mail address, language preference, password and PINs, your vehicle infotainment choices and preferences, and information about your preferred authorised retailer(s).
- **Additional Information:**
  - if you contact us, we may keep a record of that correspondence; and
  - details of transactions you carry out through our eCommerce websites.

- **Device Information (including location):** We may collect information about the Device or any computer you may use to access our websites, including the operating system and version, the Device's locale settings and country code. More information on Device data, automated data collection and cookies can be found in our Cookies policy below.
- **Vehicle Identification Information:** information about the vehicle(s) that is identified to us (for example, via a retailer) as connected with you, including the Vehicle Identification Number (VIN), the make, model, model year, features, registration number, date of purchase or lease, and the authorised retailer from whom you purchased or leased the vehicle.
- **Vehicle Operation Information:** this includes information relating to the vehicle being involved in an accident such as the fact that the airbags have been deployed or the sensors have been activated. We will also collect and process other information about the operation of the vehicle throughout the course of its day-to-day use, including, but not limited to, the fuel amount, the distance to empty status, the odometer value, the distance to service status, the coolant level, the washer fluid level, the brake fluid status, the brake pad wear, the tyre pressure, tyre pressure sensor failure, engine malfunction, the oil level, the door and window status, if seatbelts are buckled or not, and information from any sensors, for example in the car, on the steering wheel, or from camera information, including if the cab is open, boot open, bonnet open status, battery information including voltage, emissions information and whether the alarm is armed or sounding.
- **Log information:** For the purpose of this Privacy Policy, "**log information**" refers to the log files listing actions or requests made to our systems in connection with your usage of the infotainment unit.. When you use the infotainment system, or connected features, connect a SIM card, or pair a device, we may automatically collect and store certain information in server logs, including but not limited to internet protocol (IP) addresses, internet service provider (ISP), clickstream data, browser type and language, viewed and exit pages and date or time stamps ("**Website Log Information**"). We may also collect and store information related to your use of the vehicle's Infotainment system, plugged in SIM card or paired device ("**Device Information**").
- **Security Authentication:** Vehicle identification data and authentication tokens.
- **"Live" information:** feature specific information such as favourites, emails, notes, media, and information you choose to submit to the Live Features you use; content feed usage-related information; user settings such as activation of 'remember me' function; security authentication data; localisation information such as time zone, language and country; vehicle make and brand; relevant Log Information.
- **'Remember me' and 'Remember Pin' functions:** Your vehicle may have a 'remember me' or 'remember Pin' function for certain features. This function, if you choose to enable it, 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 access any of your stored settings, Live Features and personal details in the vehicle as if they were you. If you do not wish other users to have access, it is your responsibility to ensure the 'remember me' or 'remember Pin' function is disabled and to log-out from the relevant features.

- **Marketing data:** We may receive from you direct, or receive from retailers or other third party partners, your contact details, marketing preferences or other information, where there is appropriate notice and in compliance with applicable data protection laws. You have the right to ask us not to use your personal data for marketing purposes. Please see your data protection rights at Section 9 (Your data protection rights) below for further information on these.
- **Public sources of data:** We may use public sources of data, for example, to support functionality or services (e.g. to support authenticate or fraud checks), and/or to maintain the accuracy of the data we hold. For example, we may make checks from time to time with vehicle licensing and transport authorities (for e.g. Road and Transport Authority in UAE; Bahrain General Directorate of Traffic Services in Bahrain; General Department of Traffic in Saudi Arabia and Royal Oman Police in Oman) to check our vehicle owner information remains up to date.
- **Third party data:** We may receive data from third parties in the ways we explain in Section 5 below.
- **Infotainment System Features and Software Updates:** We may use held data (such as VIN) to record preference choices, to support with our provision of Software Updates, and to deal with queries and any necessary business requirements in connection with provision of Software Updates.

Please be aware, we may associate Submitted Information with the other information detailed above, and where we do so, we will treat the combined information as personal data in accordance with this Privacy Policy for as long as it is combined.

#### 4. HOW WE USE VEHICLE DATA AND YOUR PERSONAL DATA.

We use vehicle data and personal data to manage and meet service requirements and information requests, to understand service and vehicle use, for internal research and development purposes, and to make our products and services as effective as possible. For more information on our processing, and the legal grounds that are relevant, please see the "Tell me more" box below.

#### TELL ME MORE ...

The main uses of your personal data and the legal grounds we rely on for these are:

Activity:	Applicable Legal grounds:
<p><b>Supporting your requests and enhancing your website and infotainment experiences</b></p> <p>Personal data and vehicle information is processed in order to set up your accounts and subscriptions, in connection with subscription renewals, in your ongoing use of the services described in Section 2 and to send you relevant service, account or subscription information, including relevant Feature information (e.g. about updates to the Features) and/or about any updates to the services (for example, information about any updates to the Features).</p> <p>Personal data and vehicle information will also be used to enhance and simplify your digital experience across Jaguar Land Rover websites, in-vehicle experiences, and supporting your use of personalised website areas, including processing in your access and use of the 'Customer Portal' and in your single sign on authentication journeys.</p>	<p>Legitimate Interests in running effective website and in-vehicle services.</p> <p>Necessary for contract.</p> <p>Where personal data is required for entering into a contract, we will identify to you where information is mandatory. The consequences of not providing this information may include being unable to proceed with the requested service.</p>
<p><b>Vehicle services, and internal research and development (see box below for the latter)</b></p> <p>Submitted Information, Vehicle Identification Information, Vehicle Operation Information and your personal data will be processed in order to enable your use of the available Features, provide available vehicle services to you, (including but not limited to Software Updates), to maintain and improve the quality of our vehicle services and to improve our customer service.</p> <p>We will also use this information to assist in resolving any technical issues and to enhance your experience of the Features.</p> <p>We will use the Vehicle Operation Information to support internal research and development (see below), to assess our wider understanding of vehicle performance, to support future performance developments on a fleet wide or vehicle model basis, to verify changes to your vehicle's ownership, as well</p>	<p>Necessary for contract.</p> <p>Legitimate Interests in maintaining effective vehicle services.</p> <p>(For Marketing activities processing grounds, please see below).</p> <p>Where personal data is required for entering into a contract, we will identify to you where information is mandatory. The consequences of not providing this information may include being unable to proceed with the requested service.</p>

<p>as to assess specific issues, and aid in diagnostics and servicing, in relation to the vehicle and this may include sending you notifications by email or SMS, in accordance with our legitimate interests and your preferences.</p> <p>You have choice and control in Vehicle Data Sharing (VDS), this is switched off as default. Switching it on will share vehicle data with us to help us develop and improve our vehicles, products and services.</p> <p>Vehicle location data will be processed as necessary for operation of Features where applicable such as navigation, traffic, provision of Software Updates.</p>	
<p><b>Internal research and development</b></p> <p>For internal research, development, analytics, analysis and reporting purposes, e.g. to monitor and assess vehicle performance, predict trends or performance, develop new functions, products and services, or to evidence compliance with regulatory requirements.</p> <p>We will only use personal data where identified to be necessary for internal research and development purposes. Where it is possible, we will use anonymised information to produce statistical analysis of the Features to enable us to improve our product and overall customer service.</p>	<p>Legitimate Interests in assessing and improving performance, managing compliance, monitoring trends and developing new products.</p>
<p><b>Resolving your queries, managing your transactions and continuing to improve our services</b></p> <p>Your personal data (including the Additional Information) will be processed when you contact us and as applicable in order to help resolve your queries or complaints, to help to resolve any issues with the Features, to improve our customer service, and to manage your transactions via our eCommerce websites. We may record calls for training and quality purposes and to help resolve disputes.</p>	<p>Legitimate Interests in responding to your queries and running effective website services.</p>
<p><b>Enhancing website experience</b></p>	<p>Legitimate Interests in enhancing, simplifying and streamlining</p>

<p>Where we pre-fill website data fields to enhance and streamline your online experience.</p>	<p>website experiences.</p>
<p><b>Supporting in-app features and processing data for logging and analytics purposes</b></p> <p>Device information and personal data is processed in order to provide you with the best service (for example, to detect screen size to fit the device you are accessing the service on) and to support issue resolution for any queries you raise or feedback you share with us. It also supports our internal analytics, investigation of system or service issues and anonymised statistical analysis to help develop the Features and our products. More information about device data can be found in our Cookies Policy below.</p>	<p>Legitimate Interests to resolve reported issues, assess received feedback and internal analytics to improve and better understand services and products and service and product use and website functionality.</p>
<p><b>Supporting applicable vehicle services</b></p> <p>We and/or our service providers make use of certain information you submit or which is sent to or from your vehicle for and in connection with the provision of the Features. For third party data uses, these can be found detailed in third party or Feature specific end-user terms and privacy policies which are accessible from third party own websites, and in certain cases where referred to in clause 1 of the InControl Touch Pro Feature Terms.</p> <p><b>“Live” Information:</b> where available for your vehicle, this information is stored on the vehicle and transferred to our service providers as necessary to facilitate the service, enable secure access to and download of Live Features from our service provider(s), and to store your settings, data and content relating to Live Features.</p>	<p>Necessary for contract</p> <p>Legitimate Interests in maintaining effective vehicle services.</p> <p>Where personal data is required for entering into a contract, we will identify to you where information is mandatory. The consequences of not providing this information may include being unable to proceed with the requested service.</p>
<p><b>Marketing activities</b></p> <p>We will obtain your consent where required by law in order to:</p> <p>a) send market communications to you including</p>	<p>Consent</p> <p>Note: Where we collect your personal data with consent, you may withdraw your consent for us to use your information in any of</p>

<p>by electronic means (e.g. email, text etc.), related to products or services different from those previously contracted by you; and</p> <p>b) where we share your details with our network of independent third parties, for sending marketing communications, including by electronic means. We will also comply with our cookie obligations where we use cookies on our websites.</p> <p>Other marketing activities, except where local law requires consent, will happen assessed on the Legitimate Interests ground. e.g. where we tailor marketing communications or send targeted marketing messages, via channels such as post, phone, app or social media and other third party platforms; and in messages that provide existing customers with information about similar products and services (these may be sent by electronic means). In order to improve the services we offer via our websites, we may ask you to participate in research from time to time. It is entirely up to you whether you choose to do so.</p> <p>We will use profiling and carry out research and analytics activities to inform our marketing strategies, to create a better understanding of our customers and visitors; to support our website advertising, and to better improve the website information, functionality and the services we provide.</p>	<p>these ways at any time. Please see Withdrawing your consent in Section 9 below for further details. (This right doesn't affect the lawfulness of processing that was based on that consent before its withdrawal.)</p> <p>Legitimate Interests for direct marketing purposes</p> <p>Legitimate Interests to better understand our customers and improve our services</p>
<p><b>Records maintenance and general administration</b></p> <p>To maintain our records, administer and maintain our services, apps, websites, and in-vehicle functionality, to support your queries and any other internal operations and administrative purposes (for example, this will include troubleshooting, testing, supporting our audit requirements and in responding to any enquiries you may make, including any data protection rights you raise).</p> <p>We may record calls with you for training and quality purposes and to help resolve disputes.</p> <p>Specifically, we will use Log Information (as explained above) in the following ways:</p>	<p>Necessary for contract</p> <p>Legitimate Interests in maintaining appropriate websites, records and service administration</p>



<b>Ways we use Log Information:</b>	<b>Types of Log Information this uses:</b>	
For providing services to you.	Call Log Information	
To investigate system issues, including potential misuse.	Call Log Information	
For website logging and to investigate website/system issues.	Website and about your usage of our websites website.	
To improve our operational processes regarding our Features.	Call Log Information (where possible we will take steps to anonymize, pseudonymize and/or aggregate the Call Log Information used)	
For analytics purposes, to maintain and improve the quality of the Features, and to improve the customer experience on our vehicle functionality, websites and apps.	Website Information (where possible we will take steps to anonymize, or pseudonymize and/or aggregate the Log Information used)	
<p><b>Network and information security</b></p> <p>To maintain our network and information security in order for us to take steps to protect your information against loss or damage, theft or unauthorised access. And to maintain appropriate server locations (for example, we may work with third parties to support appropriate use of cloud services).</p> <p>We use Security and Authentication information to support our services. (Authentication data is used for log-in to your accounts with us and for security when</p>	<p>Necessary for contract</p> <p>Legitimate Interests as appropriate for ensuring network and information security</p>	

<p>you use the Features and with the purpose of preventing unauthorised access). This is automatically communicated between our providers of security authentication and hosting services in order to verify identity and prevent unauthorised use of our services.</p>	
<p><b>Corporate acquisitions and disposals</b></p> <p>Any data processed as is necessary in the context of corporate acquisitions or disposals</p>	<p>Legitimate business Interests</p> <p>Legal Obligation</p>
<p><b>Management of legal and regulatory requirements</b></p> <p>To manage legal and regulatory requests and requirements, meet or defend legal rights or for the prevention/detection of crime, (including where required to assist law enforcement agencies such as the Police, Public Prosecution in UAE; Royal Oman Police, Public Prosecution and Ministry of Transport and Communication in Oman; Bahrain Police; General Directorate of Criminal Investigation in Bahrain and Police Department - General Director of Public Security (under the Ministry of Interior) in Saudi Arabia or any other public authority or criminal investigation body, or for the safeguarding of national security).</p>	<p>Legitimate Interests in complying with law and regulation, including responding to regulators</p> <p>Legal Obligation</p>
<p><b>Service communications</b></p> <p>In the event we communicate to you an urgent safety or product recall notice.</p> <p>General service information</p>	<p>Vital interests</p> <p>Legal Obligation</p> <p>Necessary for contract</p> <p>Legitimate interests in running effective services</p>

## 5. WHO WE SHARE PERSONAL DATA WITH

We may share your personal data with (and may receive information about you and your vehicle(s) from):

- Those third parties who need to handle it, including suppliers (see more information below), third party app, navigation and other Feature providers and service

providers for vehicle related services (including but not limited to finance, insurance, warranty, lease/hire), so we can provide to you the products and services you are eligible for, have signed up to or requested, or that are appropriate for your vehicle, for example, vehicle available services or Software Updates.

- For the purposes of providing the Features to you: our provider(s) of anonymised analytics services, and our marketing services provider(s).
- In order to process subscription renewals it is also necessary to disclose information that relates to subscriptions with our eCommerce services provider. This includes vehicle identification information and personal information, such as your name, address, telephone number, e-mail address. We use third parties to support our administrative functions in order to allow us to process and switch on subscription service orders. We will limit the data that is shared to that which is necessary for providing the service.
- Our network of retailers, authorised repairers and where relevant our importers network (together our “Retail Network”), so as to be able to fulfil requests for goods, services, etc., and for assessment and training, to be able to enhance the quality of the services you obtain when interacting with our Retail Network.
- Jaguar Land Rover group companies in line with the data uses set out in this Privacy Policy.
- Third parties in the event we sell or buy any business or assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or requests, or to the extent disclosure is permitted by legislation or a legal exemption, (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 in order to enforce our contract terms, to investigate actual or suspected breaches, or to protect the rights, property or safety of Jaguar Land Rover or its customers.
- If your vehicle is owned, leased or managed by a business or other organisation, we will disclose Vehicle Identification Information to the third party to allow them to manage, renew and cancel the subscriptions of vehicles in their fleet.

We have safeguards in place with our service providers to ensure that your data is kept securely and used in accordance with the purposes set out in this Privacy Policy. **TELL ME MORE ...**

**... about JLRs network of Independent Third Parties ...**

We work with a number of independent third parties to provide services, such as our Retail Network, credit product providers, contract hire products. Personal data may be sent directly to these entities by you (for example if you contact them by phone or email or via their

website pages), or we may share personal data with them where appropriate to support with your queries or other service requirements.

Where you use the Jaguar Land Rover websites to find or make contact with our Retail Network, a credit provider, or a contract hire product provider, these are (unless otherwise stated), independent businesses and not Jaguar Land Rover group companies. Any contact you make to them (for example, to call or send an email) and any data you provide to them in use of their websites, will be controlled by them, not by JLR. If you have questions regarding a third party's (such as a retailer, importer, credit provider, contract hire product provider or repairer's) use of your personal data, we recommend you contact those parties directly.

For information on independent third parties we work with:

For Jaguar:

- Our Retail Network is generally identifiable from the 'locate a retailer' website functionality. They can be searched for by name, location or postcode. A full list of all authorised retailers is accessible here: <https://www.jaguar.com/retailer-locator/index.html>.

For Land Rover:

- Our Retail Network is generally identifiable from the 'locate a retailer' website functionality. They can be searched for by name, location or postcode. A full list of all authorised retailers is accessible here: <https://www.landrover.com/dealer-locator.html>.

### **... about Suppliers ...**

We use a number of service suppliers to support our business and these service providers may have access to our systems and data in order to provide services to us and on your behalf, for example payment processors, information technology such as hosting or cloud service providers, marketing, analytics and digital advertising support services, connected car technology providers, including vehicle content support, authentication services, customer services and relationship handling, service and system specialists, administrative or support services, website analytics support.

### **... about JAGUAR LAND ROVER Group companies, and how they may provide service support ...**

As a member of the Tata Group of companies, we can benefit from the large IT infrastructure and expertise that exists within our wider corporate structure. This means that the personal data you provide to us may be accessed by members of our group of companies only as necessary for service and system maintenance and support, aggregate analytics, business continuity, IT and administrative purposes. For example, where necessary to support particular website enquiries, or to provide technical support that maintains website functionality.

**... about Public bodies, law enforcement and regulators ...**

From time to time, the police, other law enforcement agencies and regulators can request personal data, for example for the purposes of preventing or detecting crime, or apprehending or prosecuting offenders.

**6. INFORMATION ABOUT INTERNATIONAL DATA TRANSFERS.**

The data that we collect from you will be stored in the European Economic Area (“EEA”) and/or other countries to the extent required for us or our service providers to provide the vehicle and services. It may be processed by personnel operating outside the EEA who work for us or for one of our service providers. Where personal data is shared outside of the EEA, we apply safeguards to add to the data protections that apply to those data transfers. This includes an assessment of the adequacy of the third country in question, use of European Commission approved model contract terms where appropriate, and assessment of Privacy Shield certification for US located entities where applicable.

**TELL ME MORE ...**

**... about the adequacy checks JAGUAR LAND ROVER puts in place for international data transfers ...**

Where JAGUAR LAND ROVER chooses to share personal data with a third party located outside the EU, the following factors are assessed to support adequate transfer of this data:

- **Internal checks to identify the existence or absence of any adequacy decision by the European Commission.** We have group companies, and use suppliers located in countries that have been approved by the European Commission as having essentially equivalent data protection laws. A full list of these countries as at the date of this Privacy Policy is: Andorra, Argentina, Canada, Faroe Islands, Guernsey, Israel, Switzerland, Japan, Jersey, New Zealand, Uruguay and the Isle of Man. (The European Commission has also approved as adequate the EU-US Privacy Shield programme – this is described below). This list and information about the protections the European Commission has considered is available here: [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en).
- **Use of measures like European Commission approved measures to support adequate transfers of personal data.** We also have group companies, and use suppliers located in countries that are elsewhere in the world. To manage data protection compliance with these transfers, we will use European Commission approved data transfer mechanisms such as use of model contractual clauses approved by the Commission. We will also assess, where applicable, where a supplier is able to demonstrate to us they have Binding Corporate Rules. (Binding Corporate Rules is a GDPR – recognised Data Protection mechanism to ensure

adequate personal data transfers). We may work with suppliers who are able to demonstrate to us they are Privacy Shield certified.

- To understand the protections required in European Commission approved Model Clauses, a template copy of these is available here: [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en).
- To see a full list of approved Binding Corporate Rules, please use the following link: [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/binding-corporate-rules\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/binding-corporate-rules_en).
- A full list of Privacy Shield participants, and their Privacy Shield certification information is available here: <https://www.privacyshield.gov/welcome>.

## **7. HOW LONG WE HOLD PERSONAL DATA FOR.**

We'll keep your personal data for as long as we need it to provide the products and services you've signed up to. We may also keep it to comply with our legal obligations, meet service or contract commitments, respond to queries and resolve any disputes, to meet our legitimate interests and to enforce our rights.

The criteria we use to determine storage periods include the following: contractual provisions that are in force, legal statutory limitation periods, applicable regulatory requirements and industry standards.

## **8. KEEPING YOUR INFORMATION SECURE**

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Privacy Policy.

We require all of our service providers to have appropriate measures in place to maintain the security of your information and such service providers will only be able to access and use your information for the purpose of providing the agreed services.

Where we have given you (or where you have chosen) a password that enables you to access a JLR account, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, due to the nature of the internet and telecommunications, the transmission of information via these channels is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted over the internet; any transmission is at your own risk. Your information will be kept in a secure environment protected by a combination of physical and technical measures such as encryption technologies or authentication systems to prevent any loss, misuse, alteration, disclosure, destruction, theft or unauthorised

access. Where you have a vehicle with a web browser, you are advised to take care in its use and to only access websites you trust.

## 9. YOUR DATA PROTECTION RIGHTS.

Depending upon the laws applicable to you, you may have rights in connection with your personal data, which may include the right to: withdraw consent where you have given it, to be informed and have access to your personal data, to correct or complete inaccurate data, and in certain circumstances to restrict, request erasure, object to processing, for direct marketing purposes, the right to object to processing that causes harm or distress to you or others and the right to automated decision or request portability of your personal data to another organisation.

Contacting us:

We try to ensure that we deliver the best levels of customer service. If you do need or want to get in touch with us for any reason regarding your data protection rights, please get in touch using either of the email addresses below, and add into the subject header that it relates to your data protection rights. These Customer Relationship email addresses are the appropriate contact details for our Data Protection Officer where queries are data protection related:

- [crcmena@jaguar.com](mailto:crcmena@jaguar.com) and [crcmena@landrover.com](mailto:crcmena@landrover.com)

If you are not happy and have a data protection related complaint, please contact us direct at this email address: [DPOffice@jaguarlandrover.com](mailto:DPOffice@jaguarlandrover.com). If you are not satisfied, you may also have the right to complain to a supervisory authority.

To learn more about these data protection rights, see the “Tell me more” box below.

### **TELL ME MORE ...**

#### **... about my data subject rights ...**

If you have given us consent to process your personal data, including for electronic marketing communications, you have the right to withdraw that consent at any time. Just use the unsubscribe options presented, for example, these are present in the email marketing communications sent by us.

- You can ask for access to the personal data we hold about you, object to the processing, request that we correct any mistakes, restrict or stop processing or delete it. If you do ask us to delete or stop processing it, we will not always be required to do so. If this is the case, we will explain why.
- In certain circumstances you can ask us to provide you with your personal data in a usable electronic format and transmit it to a third party (right to data portability). This right only applies in certain circumstances. Where it does not apply, we will explain

why.

## 10. CHANGES TO THIS POLICY

Updates to this Privacy Policy will be displayed here: [www.jaguar.com/touch-pro-terms](http://www.jaguar.com/touch-pro-terms) and [www.landrover.com/touch-pro-terms](http://www.landrover.com/touch-pro-terms).

## 11. LINKS TO OTHER WEBSITES

Our websites may contain links to other websites run by other organisations which we do not control. This Privacy Policy does not apply to those other websites, so we encourage you to read their privacy statements. Please note that this policy also does not apply to third party services and websites more generally, including those which you may access when you sign up to an app or services directly with a third party. Please refer in these instances to the relevant third party's privacy policy. We are not responsible for the privacy policies and practices of other websites and apps (even if you access them using links that we provide). We provide links to those websites solely for your information and convenience. We specifically disclaim responsibility for their content, privacy practices and terms of use, and we make no endorsements, representations or promises about their accuracy, content or thoroughness.

## INCONTROL COOKIES POLICY

### My InControl website

The My InControl website and the InControl webpages use cookies to distinguish you from other users of the My InControl website. This helps us to provide you with a good experience when you use the InControl Services and also allows us to improve the InControl Services.

A cookie is a text-only string of information that a website transfers to the cookie file of the browser on your computer's hard disk so that the website can remember who you are. Cookies can help a website to arrange content to match your preferred interests more quickly - most major websites use cookies. Cookies alone cannot be used to identify you. A cookie will typically contain the name of the domain from which the cookie has come; the "lifetime" of the cookie; and a value, usually a randomly generated unique number.

Two types of cookies are used on the My InControl website.

- **Session Cookies**, which are temporary cookies that remain in the cookie file of your browser until you leave the site; and
- **Persistent Cookies**, which remain in the cookie file of your browser for much longer (though how long will depend on the lifetime of the specific cookie).

Session Cookies are used:



- To allow you to carry information across pages of our site and avoid having to re-enter information; and
- Within registration to allow you to access stored information.

Persistent Cookies are used:

- To help us recognise you as a unique visitor (using a number, you cannot be identified personally) when you return to our website;
- To allow us to tailor content or advertisements to match your preferred interests or to avoid showing you the same adverts repeatedly; and
- To compile anonymous, aggregated statistics that allow us to understand how users use our site and to help us improve the structure of our website. We cannot identify you personally in this way.

You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of the service if cookies are disabled.

Below is a list of the main cookies we use, and what we use them for.

Cookie name	Cookie type	Cookie purpose
JSESSIONID	Session	Within a session of your use of the website, this cookie temporarily stores information you have entered to allow some features of the website to work as you move between pages.
cookieInfoShown	Persistent	This cookie stores information regarding the presentation of the cookie policy notice to you.
jlir-remember-me	Persistent	This cookie is only used if you have chosen to have the portal remember you at log in. It stores a token for your identification.
jlir-remember-me-login-name	Persistent	This cookie is only used if you have chosen to have the portal remember you at log in. It stores your username for identification.
jlir-selected-locale	Persistent	This cookie stores what language you prefer to view the portal in.
Google Analytics	Persistent	We use Google Analytics to compile anonymous, aggregated statistics that allow us to understand how users use our website and to help us improve the structure of our website. This data does not identify you personally. Please see <a href="http://www.google.com/policies/privacy/partners">www.google.com/policies/privacy/partners</a> and <a href="https://tools.google.com/dlpage/gaoptout">https://tools.google.com/dlpage/gaoptout</a> for further

		information.
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You may delete and block all cookies from the My InControl website by activating the setting on your browser that allows you to refuse the setting of all or some cookies. If you use your browser settings to block cookies you may find that some elements of our website may not work correctly.

**InControl Remote App**

We use analytics tools, including Google Analytics, on the InControl Remote App. These are used to compile anonymous, aggregated statistics that allow us to understand how our customers use the InControl Remote App and to help us improve it. This data does not identify you personally. Please see [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners) for further information.

You may choose to disable Google Analytics on the InControl Remote App via your account settings.