

## **END USER LICENSE AGREEMENT**

This End User License Agreement (“EULA”) is concluded between Toyota Tsusho Asia Pacific Pte Ltd (“TTAP”, “we”, or “us”) and you (“you”, “user”, or “your”) for the T Drive accessory bundle.

### **1. Scope of license**

The scope of this license covers The T Drive Accessory Bundle (hereafter referred to as “Solution, “Bundle”), which comprises of one or more of the following components:

1. Telematics unit hardware installed in and connected to, your vehicle (hereafter referred to as “Dongle”)
2. In-Vehicle-Infotainment (IVI) or Audio-Visual-Navigation (AVN) or Display Audio (DA) hardware installed in and connected to, your vehicle (hereafter referred to as “IVI”)
3. Backend Server platform (hereafter referred to as “Platform”, “Server”)
4. T Drive mobile phone application (hereafter referred to as “Application”, “App”).

By using any component of the Solution, you accept the terms of this EULA. If you do not accept these terms, do not use the Solution or any component of it.

### **2. Grant of license**

TTAP hereby grants to you a non-exclusive, subscription-based, personal license to the Solution on any compatible smartphone that you own or control in conjunction with a Vehicle equipped with the Dongle that you own or are permitted to use subject to the terms and conditions of this EULA.

### **3. Using the Solution**

To access and use all the features in the Solution, (1) a compatible Dongle must be installed in your vehicle, (2) the App on your mobile device is linked to the Dongle installed in your vehicle and (3) you have an active Subscription (as described below).

You would obtain a Subscription if the purchase of your vehicle from a dealer or manufacturer of your vehicle includes a Subscription. Such Subscription allows you to use the Solution for a fixed term under the terms provided in the contract between you and the dealer. If the Subscription is terminated or not renewed, we are not obliged to continue to provide you with the Solution. Any matter relating to the purchase of your vehicle, including renewal or cancellation of the Subscription, is the responsibility of your dealership or manufacturer, not us.

The features in the Solution require an existing data connection via your mobile device. You are solely responsible for providing and bearing the expenses incurred for such a data connection. If you do not wish to incur such expenses, you should not use the Solution. TTAP makes no representation concerning security or privacy in connection with data transmitted via public wireless telephone networks.

You agree to use the Solution following the instructions set out in the user manual supplied with the Solution.

When using the Solution, you are responsible for complying with all applicable statutory or governmental provisions and requirements (in particular the Local Traffic Rules & Regulations). Such laws and regulations shall include those governing the use of your smartphone in traffic. If applicable under such laws and regulations, it is your responsibility to deactivate the Solution if its usage is not permitted under the same.

The Dongle incorporates a SIM Card. You shall not remove or tamper with the Dongle, the SIM Card or any part thereof without our express authorisation. We reserve the right to suspend or terminate access to the Solution or to void the warranty terms of your vehicle if there is any unauthorised removal, modification or alteration of the Dongle, SIM Card or any part thereof.

Before any trade or sale of the vehicle, please deactivate/de-link the App to protect your information, to prevent misuse, or wrongful use of the Solution. Requests for de-activation or de-linking are to be submitted to ttapres@toyotsu.com.sg. TTAP and its associated companies and contractors shall not be responsible for any loss or damage caused by or in connection with a failure or delay in deactivating or de-linking your account.

#### **4. Intellectual Property**

We, our associated companies and suppliers reserve all rights not expressly granted to you to the Solution, including any documents or technologies used in connection with the Solution. The Solution is protected by copyright and other intellectual property laws.

Except as and to the extent expressly permitted by this EULA or applicable law:

- You shall not reverse engineer, decompile, or disassemble the program code or hardware design of the bundle or parts thereof or to determine the source code by other means or create any derivative work.
- You shall not copy and/or distribute, or otherwise make available, the Solution to any third parties (including selling, renting, leasing, lending, or sublicensing).

The provisions under this section shall not apply to any software component of the Solution which is subject to open source licenses.

#### **5. Third Party Materials**

The App provides certain information and assistance features which are provided solely by your dealership and/or automobile manufacturer (“**Third Party Materials**”). By using the App, you agree that we are not responsible for such Third-Party Materials, including materials found on third-party websites which are accessible through links found in the App. (“**Third-Party Sites**”). Third-Party Sites are not under our control, and we are not responsible for and do not endorse their content, accuracy or their privacy policies (if any), and neither are we responsible for any content deemed offensive. You will need to make your independent judgement regarding your interaction with any Third-Party Sites, including the purchase and use of any products or services accessible through them. Your access and use of Third-Party Materials are solely governed by the terms of use, license, privacy policy or other such agreement of the party providing such materials to you and is entirely at your own risk.

#### **6. Software/Firmware Updates**

We may add, change, suspend, remove, or disable certain features of the Solution at any time without prior notice. Unless otherwise expressly stated, the terms of this EULA shall apply to any updates, upgrades or additional components made available to you by us.

We may make upgrades or changes to the software contained in the Dongle at any time without prior notice. During such upgrades and changes, the Dongle and the Solution may not be useable. Due to the nature of over-the-air upgrades, upgrades and changes to the Dongle may fail and require you to bring your vehicle back to your dealership to inspect or repair the Dongle.

By continuing to use the Solution or any part thereof, you agree not to hold us liable for any losses, expenses, costs, damages, lost profits, revenues, or data, financial loss or indirect, special, consequential, exemplary or punitive damages that arise as a result of such loss or interruption of usage of the Solution caused by upgrades or changes to the Solution or otherwise.

#### **7. Warranty and liability**

The Solution, including the App and the Dongle, is provided “AS-IS” and on an “AS AVAILABLE” basis, without warranties of any kind from us, either express or implied, to the fullest extent available under applicable law. We disclaim all warranties, express, implied or statutory, including accuracy, performance,

and satisfactory quality, lack of virus, non-infringement of third-party rights or any other characteristic. We and our associated companies and contractors will not be responsible for any losses, expenses, costs, damages, lost profits, revenues, or data, financial loss or indirect, special, consequential, exemplary or punitive damages arising out of your use of the Solution. If applicable under the law, nothing in this clause shall limit any consumer legal rights which may not be waived under contract.

To the extent that some jurisdictions provide for certain warranties like the implied warranty of merchantability, such warranties are excluded to the extent permitted by law.

## **8. App Store Operator (s)**

You hereby acknowledge that the app store operator shall not be responsible for responding to any product claim relating to App, including but not limited to: (i) claims related to the performance of the App or compliance with applicable legal or regulatory requirements, (ii) claims resulting from an infringement of a third-party intellectual property right, and (iii) product liability claims, and that the app store operator has no obligation whatsoever to furnish any maintenance and support services concerning App.

You further acknowledge that the app store operator and its associated companies are third-party beneficiaries to this End User License Agreement.

## **9. Privacy Policy**

The Privacy Policy for the Solution is set out as below.

### **A. Purpose**

In compliance with the Personal Data Protection Act (“PDPA”), this Policy explains how TTAP collects, uses, discloses and otherwise processes personal information about you, when you use the T Drive Accessory Bundle.

### **B. Data Processing Activities**

#### **1. What types of information does T Drive Accessory Bundle collect?**

We may collect information about you, your mobile device to which the Subscription is linked via the App and the vehicle that is connected to the Dongle. Such information may include details identifying your vehicle and its general performance, details of the mobile device, and GPS/location information of your mobile device and your vehicle (including the relevant city and country in which each are located).

Furthermore, when you contact us regarding the T Drive Accessory Bundle or any part thereof, we may also collect the following personal data from you: your name and contact details (for example, your address, postal code, country, telephone numbers and e-mail address) and the purpose of your contact.

#### **2. How does TTAP use your information?**

We may use information described in paragraph 1 for the following purposes:

- 2.1 to respond to and/or deal with your request or enquiry;
- 2.2 to improve the functionality and quality of T Drive Accessory Bundle;
- 2.3 to provide the functions of the T Drive Accessory Bundle when you have an active Subscription;
- 2.4 for any other legitimate purposes deemed necessary or important by TTAP in accordance with the applicable law (such as to perform your contract with TTAP, to protect our business or to comply with a legal obligation).

### **3. How does TTAP collect your information?**

Information is automatically collected when the Dongle is connected to your vehicle and when you use the T Drive Accessory Bundle, especially the App. We may combine this information with other information you have provided to us or which we have received from other sources, such as your car dealer and our affiliated companies, such as the vehicle manufacturer. Information collected by TTAP is stored securely and not retained longer than what is necessary or reasonable for our purposes.

### **4. Does TTAP share personal data with third parties?**

TTAP may share your personal data for the purposes mentioned above in paragraph 1 with our affiliate companies, your automobile manufacturer, your car dealer and our third-party service providers. Such third-party service providers may include Amazon Web Services (a cloud based infrastructure hosted by Amazon), the relevant App Store Operator(s), TTAP's own or third-party software developers, providers of support and other services, auditors and/or compliance managers, IT hosting and/or IT maintenance providers and/or other third party agents. When sharing your personal data and information, TTAP takes care to ensure that your data is protected from misuse or unauthorised disclosure by taking steps which are no less than what is required under the applicable law.

### **5. Will your personal data be transferred abroad?**

Your personal data may be processed in or accessed from jurisdictions outside Singapore or your home jurisdiction. TTAP will take steps as required by the applicable law to protect your rights and personal data.

## **C. Your rights**

You may contact us to request further information on this Privacy Policy or assert the rights provided in your country concerning data protection or your privacy (such as access or rectification of personal information in our possession). Our contact details are at the end of this Policy.

At all times, you are entitled to withdraw consent to provide personal data. To withdraw consent, you shall delete the App, delete profile through App, and deactivate Dongle via car maker office, or erase profile from the App within reasonable period of time but not exceeding one month.

## **D. General Provisions**

- 1. Changes to this Privacy Policy** – We may change this Policy from time to time by updating this page to reflect changes in the law or our privacy practices. We will update the date at the bottom of the Policy accordingly. By continuing to use the T Drive Accessory Bundle or submitting your personal data to us, you agree to be bound by such changes.
- 2. Governing Law** – This Policy shall be governed by the laws of Singapore. Any dispute relating to this Policy shall be submitted to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 3. Contact us**

If you have any questions about this Policy, please contact us using the details set out below.

Toyota Tsusho Asia Pacific Pte Ltd  
600 North Bridge Road, #19-01  
Singapore 188788

## **10. Applicable law, Settlement of disputes**

The agreement is governed by the substantive law of Singapore. The provisions of the United Nations Convention on the International Sale of Goods shall not apply to this agreement. You and TTAP further agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

**11. Miscellaneous**

Should any provision or part of the agreement be or become invalid, the other provisions and parts of the agreement will remain in force. Any failure on our part to enforce any term in this agreement shall not be deemed as a waiver of such term or any other term in this agreement.

We may modify these terms or any additional terms that apply to the Solution at any time. Such modification or additional terms shall be effective immediately and incorporated into this agreement. By continuing to use the Solution, you agree to be bound by such modification or additional terms.

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