

Terms of Use of Subaru's Connected Platform

Introduction

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

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

By using the Platform and any other related website where these Terms of Use are applicable, you agree to the following terms with Subaru Europe NV/SA, Leuvensesteenweg 555b8, 1930 Zaventem, Belgium "**SE**", which are responsible for the Platform and referred to in these Terms of Use as "**Subaru**", "**Subaru Europe**", "**We**", "**Us**" and "**Our**".

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

- access and use the Platform;
- subscribe to additional Services "**Services**"; and
- be able open and use your account "**Account**".

By accepting these Terms of Use, you also agree that the use you will make of the Platform or Services may be governed by separate terms of use or terms and conditions from other service providers "**Third-Party Provider(s)**" which you also hereby accept. A Third-Party Provider, accessible directly or indirectly through the Platform may offer products and Services to you through the Platform. If you use the Platform, Services and/or Application of a Third-Party Provider, you are deemed to have accepted the applicable terms of use or terms and conditions of that Third-Party Provider.

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

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Section 1 – Account and general provisions

Access to and use of the Platform and your Account

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

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

Please ensure that the details you provide us with are correct, up-to-date, and complete. Please also inform us immediately of any changes to the information you provided us with when opening your Account or afterwards. You can access and update much of the information you provided to us in the **Profile** area (icon of a person in the bottom navigation) of the Platform.

Subaru reserves the right, always and at its discretion:

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

If your SUBARU Care account related information indicates that you have not been active on your SUBARU Care account for a period of 6 months or you have not fully activated your SUBARU Care account, then SE shall notify you that it shall delete your SUBARU Care account (including any Personal Data that is processed when accessing and/or using the SUBARU Care app) 14 calendar days before closing your SUBARU Care account.

If your SUBARU Care account related information indicates that you own one or more Subaru vehicles and that you have not logged in on your SUBARU Care account for 5 years, we will consider that you do not wish to keep your SUBARU Care account and no longer wish to rely on certain of its features that are linked to the ownership and use of your vehicle(s) (for example, the link between the use of a connectivity device in your car and your SUBARU Care account). We will then close your SUBARU Care account and delete your Personal Data related to your SUBARU Care account.

14 calendar days before effectively closing your SUBARU Care account and deleting your Personal Data, we will send you an e-mail so that you can confirm whether or not you want to keep your SUBARU Care account.

The above applies equally if your SUBARU Care account related information does not indicate that you do not own a Subaru vehicle and you have not logged in on your SUBARU Care account for 2 years.

Availability

We will try to ensure an uninterrupted availability of the Platform and to your Account and error-free transmissions. However, due to the nature of the Internet, an uninterrupted and error-free access cannot be always guaranteed. You cannot claim any damages from SE in the event of interruption of the availability of the SUBARU Care app or your SUBARU Care account, except in the event of our or our appointees’ intentional fault or gross negligence, or in the event of non-performance of our essential obligations under these Terms of Use.

Also, Subaru may occasionally suspend or restrict your access to the Platform and/or your Account in any case of emergency, for technical reasons (repair, maintenance, improvement etc.), for security related reasons and/or for the introduction of changes (new facilities, Services, apps, etc.), without incurring any liability. We will attempt to limit the frequency and duration of any such suspension or restriction.

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

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

Access to and use of Services and apps made available or offered

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

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

It is possible that some Services described in these Terms of use or on our website are not available for the car model that you own and or in the region where you live.

Also, certain Services may be made accessible or offered via Platform and through your Account by Third Party Providers other than Subaru. These Services and apps are referenced on the Platform and through your account for your convenience. They are provided under the sole responsibility of the Third-Party Service Providers. If you want to access, buy or subscribe to such Services and apps, you may have to accept the terms of use of these Third-Party Providers.

b. Services linked to a Connectivity Device in your Vehicle

- In your Vehicle you may have the possibility to access/subscribe to a range of specific Services (the 'Connected Services') and apps if your Vehicle is equipped with Subaru's connectivity device (the "Connectivity Device").
- Subaru does not transmit nor convey any (electronic) signals. Subaru is also not responsible for the transmission and/or conveyance of any (electronic) signals. These Connected Services and/or other electronic communication Services, as well as the transmission of any (electronic) signals are provided by the respective Third-Party Provider.
- The use you may make of the Services will also be governed by separate specific terms of use, including, without limitation, terms of use of Third-Party Providers. Therefore, if you want to get access / subscribe to any Service, you will have to accept separately and explicitly the specific terms of use that apply to such Service. The specific terms of use related to a Service will apply in addition to these Terms of Use and in case there are differences between both sets of terms of use, the specific ones will have priority over these Terms of Use.

c. How to subscribe to the Connected Services

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

- i. you connect to the Platform with your account to read and accept these Terms of Use;
- ii. you go to the list of Services and select those you wish to subscribe to, some Sections of these Terms of Use will only apply to you if you subscribed to the Services related thereof;
- iii. you read and acknowledge our Privacy Notice(s) related to the Service(s) and, where applicable for certain Services, decide whether to provide your consent for specific types of processing of your Personal data;
- iv. you insert any additional information requested by Subaru and/or the Third-Party Provider in order to effectively provide you with the Service(s) you have selected. You may correct or modify such information at any time before confirming your subscription and afterwards;
- v. Subaru and/or the Third-Party Provider will confirm your subscription by email or by other means of notification.

d. Use of the Connectivity Device

- The use of the Connectivity Device is subject to the specific terms of use provided now of the purchase of your Subaru car (for example, in the user manual or in any other document).
- The Connectivity Device is automatically activated after purchasing the car. The Connected Services, which are associated to the Connectivity Device, needs to be activated via your Account in the app.

- All intellectual, industrial and other (property) rights, title and interest in and related to the Services belong to our affiliates, our subcontractors, Third Party Service Providers and/or our licensors. Except as otherwise explicitly provided, the provisions of these Terms of Use cannot be construed as granting or assigning to you any intellectual, industrial and other (property) rights, rights of use, title and interest in and related to the Services.
- Software updates of the Connectivity Device will take place automatically, via OTA, or via the dealer. If the software update is taking place automatically, you hereby undertake to accept such updates and not to prevent or hinder them in any way. Furthermore, you undertake to submit your Connectivity Device to periodical maintenance check-ups, as recommended from time to time by Subaru. Subaru may replace the Connectivity Device at any time for security reasons, to update the offering of Services or for any other reason based on applicable laws and regulations.
- Any handling or manipulation of the Connectivity Device and of the Connectivity Device's software (for example, copying, modifying, reverse engineering, etc.) is prohibited.
- Except for security reasons or where required by applicable laws or regulations, you must not remove the Connectivity Device from your Subaru car or uninstall any part of its software. If, notwithstanding the above, you undertake one of these actions, you will automatically deactivate or discontinue the Services you have subscribed to, without any right to be reimbursed for the lost subscription period. Furthermore, Subaru will not be liable for any consequences resulting from the removal or uninstallation which may affect the functioning of your Subaru car. Finally, you will lose any benefits and commercial advantages you had acquired by using the Services
- Please note that once the Connectivity Device in your Subaru car is activated, the Connectivity Device will transmit data about the geolocation of your Subaru car. This geolocation data is necessary for the functioning of the Services which you will have subscribed to. Therefore, if you deactivate the Connectivity Device, please be aware that you will not be able to access and use any of the Services. For more information about the processing of your personal data, please consult our privacy notices.

e. Use of the Services

- The offering of the Services is subject to applicable consumer protections laws and regulations.
- If applicable and provided you are to be considered a consumer under the applicable national consumer protection laws and regulations, you have the right to withdraw from the subscription contract you have concluded via Platform in relation to the use of the Services within fourteen (14) days from the conclusion of such contract without giving any reason.
- Your right to withdraw from such contract will thus expire after fourteen (14) days from the day of the purchase of your subscription.
- To exercise your right of withdrawal, you must inform us of your decision to withdraw from your subscription by an unequivocal communication sent to us within the fourteen (14) days (withdrawal) period.
- If you withdraw from your subscription, we will reimburse to you (i) all the fees received from you for such subscription with the exception of the part of the fees paid by you which corresponds to the part of the Services that have been provided to you, upon your specific request, until you have communicated us your decision to withdraw from your subscription, and (ii) the costs of delivery, if any (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about your decision to withdraw from your subscription. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.
- You expressly acknowledge that you cannot withdraw from your subscription in case the Service concerned has been provided in its entirety before the expiry of the fourteen (14) days (withdrawal) period following the purchase of the subscription (e.g., purchase of 1 month Connectivity Services and usage of the entire data limit before the expiry of the fourteen (14) days (withdrawal) period).
- The renewal, suspension, and termination of each of the Services are specified in the specific terms of use related thereto.
- You acknowledge and accept that any use of the Services, including when using them in your Subaru car, is under your sole responsibility and at your sole risk, and that Subaru and/or its affiliates, as well as our suppliers, are not liable for any damages you may incur yourself or you may cause to third parties

in connection with such use. We expressly exclude our liability for all indirect or consequential damages, including, but not limited to, loss of data, reputational damage, loss of profit, loss of anticipated savings, loss of earnings and business interruptions.

- You also acknowledge that you are solely responsible for any use, storage, protection, and distribution of any data which has been provided to you or which you have access to in relation to or because of your use of the Services.
- Any usage of any of the Services made available from your Subaru car must always be done in accordance with applicable legislations and in a safe and secure manner so that it does not interfere with or disturb the driving of the car and/or other participants in traffic.
- Subaru and/or its affiliates do not ensure the accessibility, quality or accuracy of any of the Services that Subaru or any Third-Party Provider makes accessible or provides through Platform at all times and in all situations, or the adequacy of the Services with regard to your specific needs or intended purposes or those of other drivers or passengers of your Subaru car or of third parties.

Licence to access and use of Platform and Account

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

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

Subaru reserves the right to modify, discontinue, suspend, or replace any service or app available or offered through the Platform at any time and at its discretion. In such case, Subaru shall inform you reasonably in advance thereof. Subaru shall not incur any liability as a consequence of its decision.

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

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

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

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

In case of any unauthorised use, Subaru shall be entitled to terminate the access to and use of the Platform and/or your account and/or any Services or app related thereto with immediate effect and without being liable to you for any compensation.

Section 2 – The Services

Key definitions and overview

In these Terms of Use:

- **Account** means your Account that is accessible through the Platform.
- **App(s)** refers to but is not limited to the Subaru Care application.
- **Services** means the Connected Services, the Remote Services and the Connected Multimedia Services. Those Services are described in <https://www.subaru.eu/connected-services>;
- **Platform** means the App;
- **Terms of Use** means the present terms of use.
- **Third Party/ Third Parties** means any service provider or recipient of information other than Subaru involved in providing Services to you, including but not limited to a dealer retailer.
- **Subaru, we, our or us** means Subaru Europe NV/SA, a limited liability company organised under Belgian law, with statutory seat located at Leuvensesteenweg 555b8, 1930 Zaventem, Belgium, and registered in the Crossroads Bank of Enterprises under the company number 0438.574.810;
- **User, you or your** means any natural or legal person that has subscribed to the Services through his/her/its Account.
- **Head Unit screen:** means the infotainment unit in your Subaru vehicle where you can activate and access the Connected Multimedia Services.

These Terms of Use form a contract between you and us

By subscribing to the Services, you conclude a contract with SE (i) for the provision by us and use by you of the Connected Services, the Remote Services and the Connected Multimedia Services. Please note however that certain section of these Terms of Use will not be applicable to you in the event you have not activated - or cannot benefit from - the specific Service(s) to which the specific section is dedicated to. Please note that certain Services might involve you being contacted by your Subaru dealer or another (Subaru brand related) third party authorised by us to contact you.

How can you access and use the Services?

In order to access and use each of the Services, you must first activate them on the Platform. Your subscription to the Services, and is subject to:

- You, having an Account;
- Your Vehicle being equipped with connected car functionalities;
- You, having accepted these Terms of Use; acknowledged the privacy notice and
- You, having activated your subscription.

Please note that, if you access your SUBARU Care Account from multiple (mobile) devices, the functions related to certain Services will be available equally from each device. Activating the “privacy mode” shall have an impact on the functions related to certain Services across all (mobile) devices used for accessing your SUBARU Care account.

You are requested to follow the procedure that will be explained when activating the subscription. Activation of the Services is based on vehicle ownership. To activate the subscription, please follow the activation process explained in the app, during which you will have to accept the Terms of Use.

How can you terminate the Services?

You have the right to terminate the Services at any time without having to pay any compensation to us.

There are several ways to terminate the Services:

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

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

If you unsubscribe from the Services, you may at any time re-subscribe to the Services through your Account or App. Please note, if later you want to re-subscribe, you will need to go through the same registration process you followed for your initial subscription, including re-accepting the Terms of Use. If you re-subscribe to the Services, only the data that was generated less than 12 (twelve) months ago, will be available again to you. In the event you delete your Account, you do not resubscribe, or the data generated is older than 12 (twelve) months; the data will be deleted.

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

ii. Removing your Vehicle from your Account

You can terminate the Services by removing your Vehicle from your Account.

Warning: if you have a running subscription to the Subaru Charging Network, you must cancel your subscription before you remove your Account from the vehicle.

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

In the event you remove your Vehicle from your Account the data will not be visible in your App anymore.

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

If you sell or transfer the ownership of your Vehicle to another person or to a professional reseller, or if your Vehicle has been stolen or is lost (and not recovered), you must remove your Vehicle from your Account in accordance with this clause.

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

Suspension or termination by us of the Services

We reserve the right to suspend the provision of all or part of the Services, and/or to terminate your subscription to the Services, at any time, without notice (for termination: upon prior written notification of at least thirty (30) calendar days) nor court intervention and without paying you any compensation, by notifying you via your Account or by sending you an email, in the event:

- you are in breach of these Terms of Use;
- we determine, in good faith, that such suspension and/or termination is necessary for us to (i) comply with an order or a decision rendered by a court of law or by a competent authority or to (ii) avoid being in breach of any applicable laws or regulations; or
- if there is a force majeure event affecting our ability to provide all or part of the Services.

If we suspend the provision of all or part of the Services in case of force majeure, we will take all reasonable measures to resume your access to and use of the affected Services without undue delay.

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

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

If, at any time, you wish to activate the privacy mode (e.g. to stop us from using the geolocation of your Vehicle), you can do so through your Head Unit screen. Please note that once activated, the privacy mode will impact on all Services relying on geolocation.

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

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

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

It is only possible to use one account at a time with Services. The Services will be terminated when the buyer of a second-hand car activates the Services (via scanning the QR code) for a car with the same VIN. The previous entitled end-user will receive an e-mail notification informing him or her about losing the access to the Services.

If, in addition to the Connected Services, you have also subscribed to the Remote Services, these will be automatically terminated with the termination of the Connected Services.

Do you have to pay for the Services?

We will not charge you for using our services for a period of time depending on the services. This period starts from the moment the subscription is started.

- The free period for the Remote Services is 3 years.
- The free period for the Connected Services is 7 years.
- The free period for the Connected Multimedia Services is minimum 3 years (e-care 7 years).

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

For how long are the Services available?

The Services will be available in your vehicle after activation and for the period depending on the service (see above), unless terminated earlier by us in accordance with these Terms of Use and without prejudice to our right to modify the Services in accordance with the Terms of Use. Please note that if you become the second-hand owner of your vehicle, the Services will be available to you for the remaining period. Please contact your dealer should you wish to know how much time you have left to enjoy the use of the Services.

Termination by you of the Services

You may terminate the Services for your convenience at any time, without notice and without having to pay any compensation to us by terminating the Services in the way described in Section 2, clause 4. Please note that you cannot terminate any service individually or separately.

If you terminate the Services for convenience, we will stop all the Services within two (2) business days at the latest.

If you terminate the Services, the Remote Services will automatically be terminated as well.

Modifications of the Services

We reserve the right, at any time, to discontinue or remove one or more of the Services, to modify their availability, functionalities, features, scope and/or specifications, to replace them by different or equivalent Services or to add any different or new service, temporarily or permanently (for example, for maintenance, upgrade, improvement, etc.) without any prior notice.

We may inform you of any such change by e-mail and/or via the App. You will not be entitled to any compensation (monetary or other) with respect to any such change.

If any such change is substantial, we will notify it to you through the App or by email. You will be deemed to have accepted such change if, within thirty (30) calendar days from the date of the notification, you have not terminated the Services in accordance with these Terms of Use.

Section 3 – Common Provisions

Modifications to these Terms of Use

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

It is your responsibility to regularly check these Terms of Use inside the App.

Except for non-substantial modifications that will not impact you, we will notify you by email, pop up or the most appropriate means if we modify these Terms of Use

If, within thirty (30) calendar days from your receipt of the above-mentioned email, pop up or the most appropriate means you have not terminated the subscription to the Services in accordance with these Terms of Use, such modification will enter into effect and become binding upon you as from the expiry of such thirty (30) calendar days period.

Compliance with law

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

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

Lending your Vehicle

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

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

If the person you are lending your Vehicle to chooses to use the Services through his or her Account, your subscription will be cancelled as described above. To re-subscribe to the Services, you will have to follow the same procedure as the one described in this clause.

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

Requirements and restrictions

You must comply with the following requirements and restrictions, and you will:

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

Warranties and liability

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

- the information your Vehicle transmits to our back-end information systems will always be fully private and secure and is free from any risk of interception or other unauthorised access;
- your access to and use of the Services will be always uninterrupted and available;
- the data made available to you through the Services are accurate or complete;
- the Services are error-free or that there would be no loss of quality;
- We do not guarantee the availability or the quality of the emergency assistance that we may provide to you in the context of crash notifications. To the extent permitted by applicable law, neither SE nor the roadside assistance may be held liable for any failure to involve emergency assistance and/or police or for any delay or error in doing so.

We do not guarantee the quality, completeness, or correctness of any of the Services provided by Third-Party service providers and we therefore do not assume any responsibility or liability arising from your use of those Services. To the extent permitted by applicable law, you agree to indemnify us and hold us harmless against any

damage or loss we or our associated or affiliated companies may incur in relation to your use of the Services provided by Third Party service providers.

We cannot be held liable for any loss or damage or for any Third-Party claims resulting from your failure to terminate your subscription to the Services in accordance with these Terms of Use.

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

Notwithstanding any other provision of these Terms of Use, we do not exclude or limit our liability for:

- death or personal injury caused by us (Unless stated otherwise in these Terms of use);
- fraud, fraudulent misrepresentation, gross negligence, or wilful misconduct caused by us or by any of our employees or agents; or
- loss or damage that we may not limit or exclude under mandatory applicable law.

Unless stated otherwise in these Terms of Use, our total aggregate liability arising from negligence, breach of contract or otherwise under or in connection with these Terms of Use will be limited to the higher of

- EUR 200; or
- the total amount of the fees paid by you to us during the period of three (3) months preceding the event giving rise to the liability.

Unless stated otherwise in these Terms of Use, we will not be liable:

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

Contact details and complaints

If you have any questions about the Services or if you have any complaints about the Services, please contact your preferred authorised dealer first. You can also contact us via the Contact section in the SUBARU Care app.

TME:

If and to the extent applicable under the laws of your country of subscription to the Services, and provided that you are a consumer under those laws, you have the right to lodge a complaint through the ODR platform by clicking here [Online Dispute resolution](#).

OR SE:

If and to the extent applicable under the laws of your country of subscription to the Services, and provided that you are a consumer under those laws, you have the right to lodge a complaint:

- through the ODR platform by clicking on the following link: <https://ec.europa.eu/consumers/odr>; when filing a complaint via this platform, the following email address [en.subarucare@subaru.eu] can be mentioned as our email address; or
- with the following competent authority:
Ministry for Social Dialogue, Consumer Affairs and Civil Liberties
Barriera Wharf,
Valletta. VLT 2000
+356 20908311
socialdialogue@gov.mt

Intellectual property

All brands indicated on the Platform and any related website are trademarks or registered trademarks of the company Subaru Corporation, with head office in Japan, and are valid in the European Union and/or other jurisdictions.

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

Third-Party Providers

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

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

Changes

We reserve the right to make changes to the content, Services, application software, etc. of the Platform, as well as to these Terms of Use, at any time.

You will be subject to the version of these Terms of Use in force at the time that you use the Platform unless any change to those Terms of Use is required to be made by law or any governmental authority.

If any of these Terms of Use is deemed invalid, void or for any reason unenforceable, that specific term will be deemed severable and will not affect the validity and enforceability of any of the remaining Terms of Use.

It is your responsibility to regularly check these Terms of Use via the Platform.

Except for non-substantial modifications that will not impact you, we will notify you by email, pop up or the most appropriate means if we modify these Terms of Use.

If, within thirty (30) calendar days from your receipt of the above-mentioned email, pop up or the most appropriate means you have not terminated the subscription to the Services in accordance with the Terms of Use, such modification will enter effect and become binding upon you as from the expiry of such thirty (30) calendar days period.

Events beyond our reasonable control

We will not be held responsible or liable for any delay or failure to comply with our obligations under these Terms of Use if the delay or failure arises from any causes which is beyond our reasonable control.

Waiver

If you breach these Terms of Use and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these Terms of Use.

Governing law and jurisdiction

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

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

Miscellaneous

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

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

SE shall not be deemed to be in breach of these Terms of Use by reason of any delay in performing, or any failure to perform any of its respective obligations in relation to this Terms of Use, if the delay or failure is due to an event beyond the reasonable control of SE.

If any term or other provision of these Terms of Use is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions or provisions of these Terms of Use will nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify these Terms of Use so as to effect the original intent of the Parties as closely as possible.

Any provision under these Terms of Use which is expressly or by implication intended to continue in force after the termination or expiration of your subscription to the Services will not be affected by such termination or expiration and will continue to be in full force thereafter. This concerns, among other things, clauses relating to compliance with law (2) warranties and liabilities (5) and intellectual property rights (7).

Without limiting the generality of clause 18.4, clauses 12, 14, 15 and 16 will survive expiry or termination of your subscription to the Services.

We are entitled to subcontract, assign or transfer any of our rights and/or obligations with respect to these Terms of Use to any Third Party.

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

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