



## InControl Package Terms and Conditions

Last updated: 25 September 2016

### 1. Definitions

1.1 When the following words are used in these Terms, this is what they will mean:

- (a) **“Fleet”** means a group of vehicles that are owned by or leased to a business or other organisation and not an individual;
- (b) **“Fleet Owner”** means the business or other organisation that owns, leases or manages the Fleet;
- (c) **“Fleet Vehicle”** means a Vehicle that is part of a Fleet. For example, this may include a Vehicle that is subject to a contract hire agreement, a rental Vehicle provided to you by a rental company, a Vehicle made available by an employer, or a Vehicle made available by us or our authorized dealers on a temporary loan basis;
- (d) **“InControl Connectivity Services”** means the transmission of data, SMS and Voice by the Network Provider to and from the installed and activated Telematics SIM in the Vehicle, for example, in relation to the “SOS Emergency Call” service, the “Optimised Jaguar Assistance” service, the “InControl Secure” service or the services provided via the InControl Remote Smartphone App;
- (e) **“InControl Package”** means the InControl Services, the InControl Remote Smartphone App and the My Jaguar InControl website;
- (f) **“InControl Remote Smartphone App”** means the mobile phone application which you have downloaded from the Online Store (as defined in clause 2.1 below) and which enables you to use the “Remote Essentials” features and, depending on your subscription, the “Remote Premium” features;
- (g) **“InControl Services”** means the “InControl” services which may (depending on your vehicle model and subscription) include: (i) the services provided via the InControl Remote Smartphone App and the My Jaguar InControl website; (ii) the “SOS Emergency Call” service (including the InControl Connectivity Services); (iii) the “Optimised Jaguar Assistance” service (including the InControl Connectivity Services); (iv) the “InControl Secure” service (including the InControl Connectivity Services); and (v) the “Live” service;
- (h) **“Live Features”** means the features that are available via the “Live” service, including all software, images, text, data and other content forming part of or relating to those features;
- (i) **“My Jaguar InControl website”** means the website from which you can access your InControl Services account and use certain InControl Services;

- (j) **“Mobile Network”** means the mobile telecommunications network(s) across which the InControl Services are provided;
- (k) **“Network Provider”** means the Mobile Network operator that is providing the InControl Connectivity Services or the Mobile Network operator that is providing connectivity for the “Live” service and Wi-Fi Hotspot, as applicable;
- (l) **“Personal SIM”** means the Subscriber Identity Module card, which is fitted into the Vehicle to enable transmission of data for the “Live” service and Wi-Fi Hotspot. 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;
- (m) **“SIMs”** means the Telematics SIM and the Personal SIM;
- (n) **“Telematics SIM”** means the Subscriber Identity Module card which is fitted into the Vehicle to enable the InControl Connectivity Services;
- (o) **“User”** means any individual who uses the InControl Package (or any part of it) including any occupant of the Vehicle;
- (p) **“Vehicle”** means the vehicle in respect of which there is a current and valid subscription for the InControl Services;
- (q) **“Voice”** means connectivity for voice calls made from a Telematics SIM by you to the emergency services and/or the roadside assistance service providers and/or other service providers of ours as notified by us to you from time to time or voice calls received by such a Telematics SIM from the emergency services and/or such service providers;
- (r) **we/us/our** means Jaguar (which is a trading name of Jaguar Land Rover Limited (company number 1672070) with registered office Abbey Road, Whitley, Coventry, CV3 4LF);
- (s) **you/your** means the person who is responsible as the primary user of the Vehicle. For example, the individual who privately purchases and owns the Vehicle, the individual leaseholder under a contract hire agreement in respect of the Vehicle, the authorised user of an employer’s Vehicle, the individual to whom a rental Vehicle is provided by a rental company, or the individual to whom a Vehicle is made available by us or our authorized dealers on a temporary loan basis.

1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

**2. IMPORTANT: PLEASE READ THESE TERMS CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM BEFORE ACTIVATING AND USING YOUR INCONTROL PACKAGE. IN PARTICULAR YOUR ATTENTION IS DRAWN TO THE CONDITIONS OF USE IN CLAUSES 6 AND 8 AND OUR LIMITATIONS OF LIABILITY IN CLAUSES 11 AND 12.**

2.1 Your acceptance of these terms and conditions (“**Terms**”) forms a legal agreement between you and us. We licence the use of the InControl Package to you and any other Users on the basis of these Terms and subject to any rules and policies applied by the relevant mobile phone application provider from whose site (“**Online Store**”) you download the InControl Remote Smartphone App or the relevant provider of any Live Features. If any open-source software is included in the InControl Remote Smartphone App or the Live Features, the terms of an open-source licence may override some of these Terms.

## 2.2 **Fleet Vehicles**

These Terms also apply to you if you are the user of an InControl-equipped Fleet Vehicle. By using InControl Services (including by driving a Fleet Vehicle with active InControl Services), you accept and agree to be bound by these Terms and our Privacy Policy, even if you did not personally purchase or lease the Vehicle or order InControl Services.

Please be aware that the Fleet Owner may have terms and conditions, policies or procedures which may affect your use of the InControl Services on a Fleet Vehicle. It is your responsibility to check with the Fleet Owner about use of InControl Services on your Fleet Vehicle.

2.3 BY TICKING THE BOX, YOU CONFIRM THAT YOU AGREE TO THESE TERMS AND OUR PRIVACY POLICY.

2.4 IF YOU DO NOT AGREE TO THESE TERMS, YOU WILL NOT BE ABLE TO ACTIVATE YOUR INCONTROL PACKAGE AND WE WILL NOT LICENCE THE USE OF THE INCONTROL PACKAGE TO YOU.

2.5 You should print a copy of these Terms for future reference. A copy of the current version of these Terms can be found on the My Jaguar InControl website.

## 3. **Changes to these Terms and the InControl Package**

3.1 We may change these Terms at any time by sending you an e-mail with details of the change or notifying you of a change when you next start the InControl Remote Smartphone App or log onto the My Jaguar InControl website. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the InControl Package.

3.2 From time to time updates to the InControl Remote Smartphone App may be issued through the Online Store and a notification to the device upon which you have installed the InControl Remote Smartphone App. Depending on the update, you may not be able to use the InControl Remote Smartphone App until you have downloaded the latest version of the InControl Remote Smartphone App and accepted any new terms.

3.3 We may make changes to the InControl Services in the following circumstances:

- (a) where there is a change to our service providers; and/or

- (b) where there is a regulatory change or a change in law which requires us to make changes to the InControl Services; and/or
- (c) to amend functionality and to make improvements to the InControl Services.

3.4 Any such changes will be notified to you by email except in the case of downloadable updates to Live which will be notified via the Live service on your vehicle.

3.5 If you are a consumer, you may terminate your InControl Services in the event that any changes to these Terms or the InControl Package are to your material disadvantage. In such circumstances, if you are the first owner of your Vehicle, you must notify the authorised Jaguar dealer from whom you purchased or leased your Vehicle who will refund to you any amounts paid by you in advance for InControl Services that you have not yet received. If you have a Fleet Vehicle you must check with the Fleet Owner before terminating any InControl Services.

#### **4. Period during which we will provide the InControl Services**

4.1 Once the set-up of your InControl Services account is complete we will send a confirmation e-mail to you to advise you that the InControl Services have commenced. Please note that the "SOS Emergency Call" service will be active before set-up of your InControl Services account but on a limited non-personalised basis.

4.2 The provision of InControl Services will end on the expiry date of your current subscription period ("**End Date**") unless you choose to renew (as described in clause 4.3) beyond the End Date or the InControl Package is terminated earlier by either us or you in accordance with clauses 14 or 15. In the case of "SOS Emergency Call", "Optimised Jaguar Assistance" and "InControl Secure", the End Date is shown on the My Jaguar InControl website.

4.3 You will be able to renew the InControl Services through the My Jaguar InControl website or by visiting one of our authorised Jaguar dealers. Information on how to renew your InControl Services will be made available on the My Jaguar InControl website. If you have a Fleet Vehicle you must check with the Fleet Owner before renewing any InControl Services.

4.4 Please be aware that your access to and use of "SOS Emergency Call", "Optimised Jaguar Assistance" and "InControl Secure" will end automatically if you remove your Vehicle from your InControl Services account.

4.5 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 AND NOT RECOVERED) YOU MUST REMOVE YOUR VEHICLE FROM YOUR INCONTROL SERVICES ACCOUNT. This can be done through My Jaguar InControl website. If you do not remove your Vehicle, you will remain responsible for all charges, if any, for any InControl Services incurred in connection with the Vehicle. It is your responsibility to remove all data and content (including any personal information), if any, that you may have stored on your Vehicle and the InControl Package before you sell or transfer your Vehicle, to the extent permitted by the equipment. When you handover the Vehicle you must inform the recipient if any

InControl Services or features remain active, and you must make them aware that those InControl Services or features involve the collection, use and sharing of data as described in these Terms and our Privacy Policy.

## **5. Your personal information**

5.1 The terms of our privacy policy as updated from time to time, available on the My Jaguar InControl website ("**Privacy Policy**") form part of these Terms and apply to your use of the InControl Package. Please read it carefully.

5.2 In order to provide you with the InControl Services it is necessary for us and our service providers to make use of location data sent from your Vehicle. We will always track the last parked location of the Vehicle (and such functionality cannot be switched off by you), however, you can turn off the journey tracking functionality ("**Journeys**") of the InControl Services at any time via the My Jaguar InControl website and the InControl Remote Smartphone App which will prevent any of the "Journey Information" (as defined in the Privacy Policy) from being sent from the Vehicle (except for the last parked location of the Vehicle). If, however, the "SOS Emergency Call", the "Optimised Jaguar Assistance" or the "InControl Secure" function is activated, real-time location data relating to the Vehicle will be sent to the relevant service provider and/or emergency services (as appropriate) even if you have switched off Journeys. Please note that the "InControl Secure" and the "SOS Emergency Call" functions will be activated automatically upon the occurrence of a relevant trigger event such as your Vehicle being towed away with the ignition off or the deployment of your vehicle's airbags respectively. For full details of the relevant trigger events please refer to the Vehicle handbook. By accepting these Terms you consent to the use of the location data in accordance with the Privacy Policy. You have the right to withdraw your consent to us associating location data relating to the Vehicle with personal data that we collect from you at any time by contacting an authorised Jaguar Dealer but please note that this may mean that you will no longer be able to receive the InControl Services.

5.3 If you use the InControl Services, you consent to us using data in accordance with our Privacy Policy.

## **6. Your use of the InControl Package**

6.1 You must:

- (a) promptly set up your InControl Services account using the guidelines available from the Jaguar InControl User Guide. The InControl Services will not be activated until the entire set up process is complete. In addition, for the "Live" service to become active you will need to complete the set up process in the Vehicle;
- (b) only use the InControl Services for their intended use and in a reasonable manner (for example, the "SOS Emergency Call" service must only be used for actual emergencies, the "Optimised Jaguar Assistance" service must only be used for actual roadside assistance needs and the "InControl Secure" service must only be used in relation to actual and/or suspected theft of your Vehicle);

- (c) comply with all applicable traffic laws and good driving practice in relation to your use of the InControl Services (including but not limited to regulations relating to the use of mobile phones in vehicles);
- (d) keep your personal information stored in your InControl Services account accurate, complete and up-to-date and keep us informed of any changes to such information as soon as possible via the My Jaguar InControl website;
- (e) keep your username, password and PINs for your InControl Services secure and confidential. Do not share your password or PINs with anyone. Neither we nor any of our service providers have any obligation to enquire about the authority of anyone using your Vehicle, password or PINs. You are responsible for the actions related to the InControl Services of every person using your credentials and unless we are at fault, we cannot be held responsible for any unauthorised use of the InControl Services;
- (f) ensure that all Users use the InControl Package in accordance with these Terms and are made aware of these Terms and the Privacy Policy (including the way in which we collect and use data from the Vehicle);
- (g) be responsible for ensuring the Vehicle is insured. The InControl Services shall in no way constitute insurance services
- (h) ensure that you turn on the "Service Mode" when your Vehicle is being serviced and turn on the "Transport Mode" when your Vehicle is being transported in order to prevent the theft alert from being activated. This can be done via the InControl Remote Smartphone App or the My Jaguar InControl website;
- (i) ensure that you turn on the "Valet Mode" on your Vehicle if you leave it with someone who you do not wish to have access to "Live" or WiFi Hotspot on the Vehicle;
- (j) be responsible for use of the 'remember me' function that applies to certain features of the InControl Package. This function enables you to remain automatically logged in on the Vehicle for more convenient access to the features. Please be aware that while this function is active any other person using the Vehicle will be able to view your stored settings, features and personal details in the Vehicle and use the InControl Services in the Vehicle as if they were you. You should ensure the 'remember me' function is disabled if you do not wish other Users to have access;
- (k) only use the InControl Connectivity Services for utilising and accessing the InControl Services;
- (l) inform us or an authorised Jaguar dealer as soon as possible if you become aware of a security breach or any unauthorised use of the InControl Services;
- (m) be responsible for all Network Provider and data plan charges relating to your Personal SIM and use of "Live" and Wi-Fi Hotspot (after any initial free trial period or inclusive data plan where

applicable). This includes any Network Provider charges for international data roaming. Please be aware that a small amount of InControl Connectivity Services data will be sent over your Personal SIM when Mobile Data and/or the Wi-Fi Hotspot are enabled.

- (n) make yourself aware of, and comply with, all Fleet Owner requirements applicable to your use of the InControl Services on a Fleet Vehicle

6.2 Some countries may prohibit or restrict the use of certain InControl Services (for example, the remote engine start function). You must make yourself aware of, and you must comply with, all local laws in each country in which you intend to use or are using the InControl Services.

6.3 You must not:

- (a) copy the InControl Remote Smartphone App or Live Features except where such copying is incidental to normal use of the InControl Remote Smartphone App or Live Features, or where it is necessary for the purpose of back-up or operational security;
- (b) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the InControl Remote Smartphone App, Live Features or the My Jaguar InControl website;
- (c) make alterations to, or modifications of, the whole or any part of the InControl Remote Smartphone App, Live Features or the My Jaguar InControl website, or permit the InControl Remote Smartphone App, Live Features or the My Jaguar InControl website or any part of them to be combined with, or become incorporated in, any other programs;
- (d) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the InControl Remote Smartphone App, Live Features or the My Jaguar InControl website or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the InControl Remote Smartphone App, Live Features or the My Jaguar InControl website with another software program, and provided that the information obtained by you during such activities:
  - (i) is used only for the purpose of achieving inter-operability of the InControl Remote Smartphone App, Live Features or the My Jaguar InControl website with another software program;
  - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - (iii) is not used to create any software that is substantially similar to the InControl Remote Smartphone App, Live Features or the My Jaguar InControl website.
- (e) Use, or permit any other person to use, the InControl Package in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or

maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the InControl Remote Smartphone App, Live Features or the My Jaguar InControl website or any operating system;

- (f) infringe our intellectual property rights or those of any third party in relation to your use of the InControl Package (to the extent that such use is not licensed by these Terms);
- (g) use the InControl Connectivity Services in a way that could damage, disable, overburden, impair or compromise our, or the Network Provider's systems or security or interfere with other users of the Network Provider;
- (h) use the InControl Services or software in relation to Internet chat, peer to peer file sharing ("P2P"), bit torrent, or proxy server network; spamming, the sending of bulk unsolicited e-mails or commercial messages or maintaining any form of email server;
- (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the SIMs or any software running on the SIMs;
- (j) resell or use the InControl Package to provide any services to third parties other than occupants of the Vehicle at the time of using the InControl Package;
- (k) use the Telematics SIM for any purpose other than for the InControl Connectivity Services and as may be specifically authorised by us from time to time;
- (l) permit the use of the SIMs, so as to cause the operation of the Mobile Network or the quality of the Mobile Network to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;
- (m) otherwise use or copy the SIMs except as expressly allowed under these Terms;
- (n) use the InControl Connectivity Services in any way which involves the transmission of voice (including Voice Over Internet Protocol) other than Voice as defined above hereunder unless expressly agreed otherwise by us; or
- (o) use the InControl Services in any way which involves providing any service that allows access to a public IP or internet address either through a proxy gateway or some other means.

6.4 You are responsible, at all times, for your own and your passengers' safety when using the InControl Package as well as for the security of your Vehicle and belongings. You must only use the InControl Services, in particular the InControl Remote Smartphone App services and Live Features, when it is safe to do so. We cannot accept any responsibility for any death, injury or damage which is caused by your failure to comply with this clause.

6.5 In using the InControl Package, you acknowledge and agree that internet transmissions are never completely private or secure. Despite the safeguards we and our service providers have in place, we are



unable to guarantee that any information submitted over the internet using the InControl Services cannot be accessed or intercepted by others.

- 6.6 If a Personal SIM is originally supplied with the Vehicle and you choose to replace it with another Personal SIM, you will be responsible for all Network Provider and data plan charges relating to services and data transmissions enabled by that other Personal SIM. If you have a Fleet Vehicle you must check with the Fleet Owner before replacing the Personal SIM.

## **7. Intellectual Property Rights**

- 7.1 You acknowledge that all intellectual property rights in the InControl Remote Smartphone App, Live Features and the My Jaguar InControl website anywhere in the world belong to us or are licensed to us, that rights in the InControl Remote Smartphone App and Live Features are licensed (not sold) to you, and that you have no rights in, or to, the InControl Remote Smartphone App or Live Features other than in accordance with these Terms.

- 7.2 Some of the software components used in the InControl Remote Smartphone App, the Live Features and the My Jaguar InControl website are open source software and the intellectual property rights in them are owned by third parties. Except in the case of such open source software components, you acknowledge that you have no right to access any part of the InControl Package in source-code form.

## **8. Availability and use of the InControl Services**

- 8.1 In order for you to use the InControl Services, your Vehicle must contain an embedded telematics device which receives Global Navigation Satellite System (“**GNSS**”) signals and uses wireless communication networks to communicate with our service providers.

- 8.2 Subject to clauses 8.5, 8.6 and 8.7:

- (a) the InControl Remote Smartphone App can be used in most countries if you have data roaming enabled on your device or if you are connected to Wi-Fi;
- (b) the "SOS Emergency Call" service will be available in the country for which the vehicle's specification is designed as well as in countries where the emergency telephone number 112 is supported. Note that in countries where the emergency telephone number 112 is supported only a voice call will be made and location information will not be sent.
- (c) the "Optimised Jaguar Assistance" service will be available in the country for which the vehicle's specification is designed as well as any other country covered by your Jaguar Assistance.
- (d) the "InControl Secure" service will be available in the country for which the vehicle's specification is designed as well as across Europe.
- (e) the "Live" service can be used in most countries where you have a suitable data connection.

The InControl Services for your vehicle and/or device are designed to operate in the countries of the European Economic Area. You may find some InControl Services still operate outside those countries, but you should assume InControl Services will not work outside the European Economic Area.

8.3 If you have purchased the “InControl Secure” service:

- (a) in the event that your Vehicle is stolen and you use such service, you must immediately notify the police and obtain a crime reference number;
- (b) you acknowledge that such service is provided to assist you in tracking the location of your Vehicle and does not include or cover the actual recovery of your Vehicle. Accordingly, we cannot be held responsible for any damage incurred to your Vehicle pending or during the recovery of your Vehicle at the specified location;
- (c) we cannot guarantee that by using such service your Vehicle will be found and will not be responsible for the acts or omissions of the stolen vehicle tracking service provider or the police;
- (d) you acknowledge that your purchase of such service does not impose upon the police any duty of care greater than or different from that owed to the public at large; and
- (e) you will not be able to obtain the location of your Vehicle from the stolen vehicle tracking service provider.

8.4 You can select the period for which “Service Mode” or “Transport Mode” is activated. These functions will be automatically disabled once the selected period has elapsed. If your Vehicle is being serviced or transported for longer than that period, you will need to re-activate the function.

8.5 The “Optimised Jaguar Assistance” service will not be available whilst an active SOS Emergency Call is being made through the InControl Services. The “Live” service will not be available whilst an active SOS Emergency Call or Optimised Jaguar Assistance call is being made and for a short period thereafter.

8.6 If you have purchased Wi-Fi Hotspot or you use Wi-Fi Hotspot during an initial free trial period, please be aware that:

- (a) Wi-Fi connectivity may not always be available and will be dependent on the mobile signal of your Mobile Network operator;
- (b) Wi-Fi connectivity will not be available whilst any of the SOS Emergency Call, Optimised Jaguar Assistance or InControl Secure services are in use. Wi-Fi connectivity will also be unavailable for thirty minutes from the end of a SOS Emergency call and Optimised Jaguar Assistance call or until our stolen vehicle tracking service provider closes an active InControl Secure case;

Following an initial free trial period (where applicable) or the expiry of an inclusive data plan (where applicable) for Wi-Fi Hotspot, you will need to purchase a data plan from your chosen Mobile Network operator in order to continue using Wi-Fi Hotspot.

8.7 The InControl Services will be provided to you with reasonable skill and care and we will use reasonable endeavours to provide the InControl Services to you 24 hours a day, 7 days a week, however you acknowledge that:

- (a) we cannot guarantee that the InControl Services (or any of their functions) or the My Jaguar InControl website will be error free or will be continuously available. The availability and functionality of any of the InControl Services will be dependent upon network coverage and other factors relating to your Vehicle. For example, the InControl Services may not be available in all areas (for example in remote or enclosed areas) and be affected by obstructions such as hills, tall buildings and tunnels. In addition, 2G and/or 3G mobile signal or GNSS (e.g. GPS) may not always be available and can therefore impact operation and availability of the InControl Services. Please refer to the Vehicle's handbook for details of some of the factors that will affect the availability and functionality of the InControl Services;
- (b) the InControl Services may not operate if your Vehicle (and the telematics control unit in your Vehicle) has not been maintained and kept in a good working condition;
- (c) the operation of the "SOS Emergency Call" service, the "Optimised Jaguar Assistance" service, and the "InControl Secure" service is dependent upon the telematics control unit in the Vehicle being fully operational. If, therefore, the telematics control unit is damaged or removed, the InControl Services will not be able to be provided;
- (d) the InControl Services may be subject to periods of disruption and/or downtime during periods of maintenance of and/or modification to the InControl Services (including any telecommunications networks).

8.8 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 Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## **9. Live Features**

9.1 The "Live" service enables you to access Live Features on your Vehicle. We have selected and make available the Live Features to benefit our customers..

9.2 Live Feature are either provided by us or by our authorised third party providers. Each Live Feature 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 Live Feature. 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.

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

- 9.4 The choice of Live Features available for your InControl Package and Vehicle may be subject to change from time to time. We reserve the right to change, suspend, remove, or disable access to any Live Features at any time without notice.
- 9.5 We cannot guarantee the accuracy, quality, performance, availability, completeness, or reliability of any Live Features, nor that they will always be error free or up-to-date or permitted to use under local laws in all countries.
- 9.6 As part of the Live service, from time to time we may make available updates to Live Features 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 Live Features. Please note that Live downloads will incur charges to your Personal SIM data plan.

## **10. Service providers, local authorities and emergency services**

- 10.1 In order to provide you with the InControl Services, we collaborate with different service providers (including Network Providers), law enforcement authorities and the emergency services. We may change our service providers from time to time.
- 10.2 We shall not be responsible for the acts or omissions of third party service providers or for the acts or omissions of law enforcement authorities or the emergency services.
- 10.3 Except where you enter into an agreement directly with a third party service provider, you will have no legal relationship with our service providers. You will not be a third party beneficiary of any agreement between us and the service providers.

## **11. Limitation of liability if you use the InControl Package for business purposes**

- 11.1 You acknowledge that the InControl Package has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the InControl Package meets your requirements.
- 11.2 We only supply the InControl Package for internal use by your business or organisation, and you agree not to use the InControl Package for any re-sale purposes.
- 11.3 We shall not under any circumstances whatsoever have any liability (whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise) arising under these Terms or in connection with the InControl Package for:
- (a) loss of profits, sales, business, or revenue;
  - (b) business interruption;
  - (c) loss of anticipated savings;
  - (d) loss or corruption of data or information;

- (e) loss of business opportunity, goodwill or reputation; or
- (f) any indirect or consequential loss or damage.

11.4 Other than the losses set out in clause 11.3 (for which we are not liable), our maximum aggregate liability under these Terms and in connection with the InControl Package (whether in contract, tort (including but not limited to negligence) breach of statutory duty or otherwise) shall in all circumstances be limited to a sum equal to 100% of the fees paid by you to us for the InControl Package. This maximum cap does not apply to clause 11.5.

11.5 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

11.6 These Terms set out the full extent of our obligations and liabilities in respect of the provision of the InControl Package. 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 InControl Package 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.

## **12. Limitation of liability if you use the InControl Package as a consumer**

12.1 You acknowledge that the InControl Package has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the InControl Package meets your requirements.

12.2 Subject to clauses 12.3 and 12.5 below, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that your InControl Package is activated.

12.3 We only supply the InControl Package for domestic and private use. You agree not to use the InControl Package for any commercial, business or re-sale purpose, and we have no liability to you for any business losses whatsoever (including but not limited to loss of profit, loss of business, business interruption, or loss of business opportunity).

12.4 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence;

- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

12.5 Our maximum aggregate liability under or in connection with these Terms and the InControl Package (whether in contract, tort (including but not limited to negligence) breach of statutory duty or otherwise), shall in all circumstances be limited to a sum equal to the fees paid by you to us for the InControl Package. This does not apply to the types of loss set out in clause 12.4.

### **13. Events Outside Our Control**

13.1 For the purpose of this clause 13 an “Event Outside our Control” means any act or event beyond our reasonable control which adversely affects your use of the InControl Package, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks or acts or omissions of any law enforcement authority or the emergency services.

13.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside our Control.

13.3 If an Event Outside our Control takes place that affects the performance of our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside our Control. Where the Event Outside our Control affects our performance of InControl Services to you, we will restart the InControl Services as soon as reasonably possible after the Event Outside our Control is over.

13.4 You may terminate the contract between us if an Event Outside our Control takes place and you no longer wish us to provide the InControl Services. If you have a Fleet Vehicle you must check with the Fleet Owner before terminating any InControl Services.

### **14. Termination or suspension of the InControl Services by us**

14.1 In the event that you:

- (a) breach any of these Terms;
- (b) are a consumer and you become bankrupt; or
- (c) you are a business customer and your company, firm or organisation goes into liquidation or a receiver or an administrator is appointed over some or all of its assets,

we shall be entitled to immediately terminate or suspend your use of the InControl Services (or any part thereof) without prior notice to you. You will be liable to pay the reasonable costs that we incur as a result of such breach (including any reasonable costs that we may incur in relation to any removal of the hardware that is installed in your Vehicle for the purpose of providing the InControl Services).

14.2 If you breach any of the terms contained in clause 6 above relating to the InControl Connectivity Services, our Network Provider shall be entitled to immediately suspend the InControl Connectivity Services without prior notice to you. You will be liable to pay the reasonable costs that our Network Provider incurs as a result of such breach.

14.3 We shall be entitled to immediately terminate your use of the InControl Services if we stop providing the InControl Services in your country or to our customers generally for any reason.

## **15. Termination of the InControl Services by you**

15.1 Once you have activated the InControl Services, you may only terminate your InControl Services before the End Date if:

- (a) we breach these Terms in any material way;
- (b) you are a consumer and we go into liquidation or a receiver or an administrator is appointed over our assets;
- (c) we change any of these Terms or the InControl Services to your material disadvantage, as provided in clause 3.4;
- (d) we are affected by an Event Outside our Control, as provided in clause 13.4.

If you wish to terminate under this clause, you must notify us in accordance with clause 16. If you have a Fleet Vehicle you must check with the Fleet Owner before terminating any InControl Services.

15.2 When you no longer own or use your Vehicle (for example, if you sell the vehicle, your lease expires, or the vehicle is lost or stolen) you must:

- (a) remove your Vehicle from your InControl Services account;
- (b) where possible, delete your user profile and any stored settings, features, information and personal data from the Vehicle;
- (c) where possible, ensure the 'remember me' function for certain features of the InControl Package is disabled and/or you have logged out from the features.

15.3 If you no longer own or use your Vehicle while a current subscription for the "SOS Emergency Call" service, the "Optimised Jaguar Assistance" service, and/or the "InControl Secure" service is in effect, those services will be provided to the new user of the Vehicle for the remainder of that current subscription period, subject to the new user completing their own InControl Services account setup. To be

able to use the “Live” service and Wi-Fi Hotspot, the new user will need to complete their own InControl Services account setup and have an associated data plan.

15.4 On the End Date or earlier termination of your InControl Services:

- (a) all rights granted to you under these Terms shall cease;
- (b) you will no longer be able to access or use the InControl Services; and
- (c) you must immediately delete or remove the InControl Remote Smartphone App from all devices upon which the InControl Remote Smartphone App is installed, and immediately destroy all copies of the InControl Remote Smartphone App then in your possession, custody or control.

15.5 Following the End Date or earlier termination of your InControl Package, we may delete all records and data in our possession or control relating to your InControl Services without liability to you.

## **16. How to contact us**

16.1 If you are a consumer and you have any questions or if you have any complaints, please contact an authorised Jaguar dealer.

16.2 If you are a consumer and you wish to contact us in writing you can send this to us by hand or by post to an authorised Jaguar dealer who will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by post to the address you provided to the authorised Jaguar dealer from whom you purchased your Vehicle.

16.3 If you are a business customer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **17. Other important terms**

17.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.3 The contract for the provision of the InControl Package is between you and us. No other person shall have any rights to enforce any of these Terms except that the Network Operator may enforce clause 14.2 against you.



- 17.4 The following clauses will continue to apply after the End Date or earlier termination: 5, 6, 7, 9, 10.2, 11, 12, 13, 14, 15 and 17 of these Terms.
- 17.5 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.
- 17.6 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 a 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.
- 17.7 If you are a consumer, please note that this contract between you and us for your use of the InControl Package 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 to that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 17.8 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 England and Wales.