VEHICLE CONNECTED SERVICES TERMS OF USE

Updated as of November 2, 2026

NOTICE OF MANDATORY ARBITRATION PROVISION:

Except where prohibited by law, use of our Services (as defined below) is subject to mandatory and binding individual arbitration of any disputes which may arise, as provided in Section 19 below. Please read all of that section carefully and do not use any of our Services if you are unwilling to arbitrate all disputes you may have with us as provided in that section.

SERVICES ARE SUBJECT TO CHANGE/TERMINATION:

None of the Services are guaranteed. Consistent with Section 8 below, we reserve the right to change, limit usage of and/or cease offering any of the Services at any time and for any reason, including: (a) our inability to maintain the applicable service based on the actions of third party Service Providers or a change to our agreement with any such Service Provider; (b) changes to underlying or supporting Wireless/GPS Technology as described in Section 11(a); or (c) the retirement of the wireless network technology that a Vehicle relies upon for data transmissions – for example, see Section 11(c) below for information on the anticipated retirement of 3G network technology in Canada as of early 2027. As a result, the applicable Services for affected Vehicles will be discontinued as of February 1, 2027.

1. INTRODUCTION

(a) **Services.** The services, features, functionality, applications and other services enabled through our in-vehicle wireless services (the "**Services**") are provided to you by Lexus, a division of Toyota Canada Inc. and/or its affiliates (collectively, "**Lexus**," "**us**," "**our**," and "**we**"), or our Service Providers (as defined below). The Services include those: (i) provided under a trial subscription or a monthly or other service plan ("**Service Plan**"), as further described in Section 3 below; (ii) currently or in the past designated as "Lexus Interface" or "Connected Services" or "Enform® App Suite Connect" services within any of our mobile applications (collectively, the "**App**"), on www.lexus.ca or our other websites (collectively, our "**Website**"), or in any Vehicle (as defined below); (iii) enabled or provided through the Wireless/GPS Technology as described in Section 11(a); or (iv) that are provided to you with reference to these Terms of Use.

(b) **The Agreement.** These Terms of Use are a part of a larger agreement governing our provision of the Services. The other parts of the Agreement, which are incorporated in these Terms of Use by this reference and collectively referred to as the "Agreement", are:

(i) the **Connected Services Agreement** entered into at your authorized dealership at the time of vehicle purchase/lease ("**Connected Services Agreement**");

(ii) the **Connected Services Privacy Notice** located at www.lexus.ca/connectedservices-privacy ("**Privacy Notice**"). Carefully review the Privacy Notice as it applies to your personal information and Vehicle (as defined below) data that we collect, use, store, share and secure to provide the Services. Please note that your Vehicle comes with a data communication module ("**DCM**") that enables the Wireless/GPS Technology, as described in Section 11(a), and allows for the collection of data from you and your vehicle (e.g., location, health and driving data). **BY DEFAULT, THE DCM IS ON/ACTIVE WHEN YOUR VEHICLE IS DELIVERED AND WILL REMAIN ON/ACTIVE (AND CONTINUE TO COLLECT DATA FROM YOU AND YOUR VEHICLE) UNTIL YOU CONTACT US AND REQUEST THAT IT BE DEACTIVATED.**

IF THE VEHICLE WAS PRODUCED ON OR AFTER SEPTEMBER 22, 2023, IT WAS DELIVERED WITH THE DCM IN "PRIVACY MODE" AND SERVICES CAN ONLY BE ACTIVATED BY DOWNLOADING THE APP AND COMPLETING THE REGISTRATION PROCESS, INCLUDING THE ACCEPTANCE OF THE AGREEMENT. IN PRIVACY MODE, PERSONAL INFORMATION FROM YOUR VEHICLE IS NOT TRANSMITTED, EXCEPT WHEN YOU PRESS THE "SOS" BUTTON OR DURING A VEHICLE COLLISION. PRIVACY MODE STOPS UPON ACTIVATION OR DEACTIVATION OF THE SERVICES. NOTE THAT PRIVACY MODE WILL ONLY BE INCLUDED IN THOSE VEHICLES EQUIPPED WITH LEXUS CONNECTED SERVICES PURCHASED OR LEASED FROM AN AUTHORIZED LEXUS DEALERSHIP.

IF YOU HAVE PURCHASED A USED VEHICLE EQUIPPED WITH LEXUS CONNECTED SERVICES OUTSIDE OF AN AUTHORIZED LEXUS DEALERSHIP, PRIVACY MODE MAY HAVE BEEN TURNED OFF BY THE PREVIOUS OWNER.

(iii) the **Vehicle Software End User License Agreement** located in the agreement section at www.lexus.ca/connectedservices-privacy ("**EULA**"); and

(iv) any **Additional Terms** pursuant to Section 10(a) below.

We may modify the Agreement, in whole or in part, from time-to-time. Changes to these Terms of Use and/or the EULA will be made via posting updated versions in the "Agreement" section of www.lexus.ca/connectedservices-privacy, while changes to the Privacy Notice will be made as set forth in the Privacy Notice.

(c) **You/Your; Vehicles.** As used in the Agreement, "**you**" and "**your**" means any person or entity that has purchased or leased a vehicle equipped with any Services ("**Vehicle**"), activates any Services, and/or uses a Vehicle or any Services (e.g., driver, passenger, or other occupant). As an owner, lessee and/or driver of a Vehicle, **it is solely your responsibility** to make each passenger and other occupant aware of the obligations, restrictions and limitations set forth in this Agreement**.**

(d) **ACCEPTANCE OF AGREEMENT.** PLEASE READ THESE TERMS OF USE AND ALL OTHER PARTS OF THE AGREEMENT CAREFULLY. BY ACTIVATING THE SERVICES AS DESCRIBED IN SECTION 3(A) BELOW AND/OR USING THE SERVICES, YOU ACCEPT AND AGREE TO COMPLY WITH THESE TERMS OF USE WHICH MAY CHANGE FROM TIME TO TIME AS SET FORTH IN THE SECTION 10 BELOW.

IF YOU DO NOT FULLY ACCEPT THESE TERMS OF USE OR ANY OTHER PART OF THE AGREEMENT, STOP USING THE VEHICLE AND SERVICES AND CONTACT US IMMEDIATELY.

(e) **Contact Us.** For questions or concerns regarding the Services, this Agreement, or any terms contact us as follows:

- **Phone:** 1-800-265-3987
- **Mail:** Lexus Canada, One Toyota Place, Toronto, ON, M1H 1H9

2. SERVICE REQUIREMENTS; SERVICE PROVIDERS; LIMITATIONS; APP

(a) To obtain Services: (i) your Vehicle must contain a factory installed telematics system (the "**System**") – see Section 11(a) for more details; (ii) your Vehicle must include the software installed by or on behalf of Lexus with all updates made available to you by Lexus (whether such update installed by you, Lexus or an authorized dealership) (collectively, the "**Software**") – for more details, see the EULA referenced in Section 1(b) above; (iii) the DCM must be on/active and properly functioning; and (iv) you must have an active Service Plan as provided under Section 3(b) below.

(b) The Software in the Vehicle not only enables certain Vehicle functions, but your access to and the ability to use Services provided by Lexus, its licensors and/or third parties identified by Lexus and/or its licensors (collectively, "**Service Providers**"). As used in this Agreement, Service Providers include third parties (whether or not identified) who provide any service, equipment, or facilities in connection with the System or Services, such as wireless service providers, underlying wireless carriers (each, an "**Underlying Wireless Carrier**"), suppliers, licensors, content providers, public safety answering points, emergency responders and similar providers (e.g., police, fire and ambulance), towing companies and authorized dealership.

(c) The Services may not work if: (i) the System or Software has been modified or tampered with, or with devices plugged into the vehicle electrical system or diagnostic port; (ii) the Vehicle is not compliant with government regulations and law; (iii) the System is damaged in a way that restricts Services, wireless communication, or GPS signals; (iv) for reasons related to lack of network coverage in certain locations or lack of services when in structures where signals are not available, for example, parking garages, subway tunnels; or (v) for any of the other reasons specified in the Agreement. Further, the Services may fail, or be delayed, due to acts of nature, or forces or causes beyond our reasonable control, including but not limited to weather conditions and the results thereof, public utility failure, acts of war, government actions, terrorism, civil disturbances, wireless network congestion or system failures including internet, computer, telecommunication or other system failures.

(d) **App.** Some of the Services are enabled or supported through our App. You acknowledge and agree that the availability of these Services and our App is dependent on the third-party from whom you downloaded the App – e.g., the Apple, Google Play, or such other application store compatible with your wireless device (each, an "**App Store**"). You further acknowledge and agree: (i) these Terms of Use are between you and us and not with the App Store; (ii) the App Store is not responsible for: (A) the App, Services or Service Content (as defined below); (B) any maintenance, support services, and warranty App, Services or Service Content; or (C) addressing any claims relating to App, Services or Service Content (e.g., product liability, legal compliance or intellectual property infringement); (iii) you will pay the fees (if any) charged by the App Store in connection App; (iv) to comply with, and that your license to use the App is conditioned upon your compliance with, all applicable App Store

terms and conditions; and (v) the App Store (and its subsidiaries) are intended third-party beneficiaries of these Terms of Use and have the right to enforce them directly against you.

3. SERVICES ACTIVATION; SERVICE PLANS

(a) You accept the Agreement and your Services activate, when you (**or any other individual using, occupying or having access to the account for the Vehicle**) do any one or more of the following: (i) signify acceptance of these Terms of Use or any other part of the Agreement, including via ink signature, electronic signature (including clicking through, checking a box or otherwise accepting any part of the Agreement via our Website or App); (ii) activate any of the Services via an authorized dealership, a telephone or online agent, our App or Website; (iii) use or accept the benefits of any of the Services; (iv) use a Vehicle, unless the DCM and all of the Services to the Vehicle have been previously deactivated.

If the Vehicle was produced on or after September 22, 2023, and purchased or leased through a Lexus authorized dealership, the Vehicle will be delivered in "Privacy Mode" and Services can only be activated by downloading the App and completing the registration process which includes an opt-in to receive the Services.

(b) **Service Plans.** Certain new Vehicles come with a time limited complimentary trial subscription Service Plan to all or some Services ("Trial Service Plan"). For all other Vehicles, you can obtain the Services by subscribing to an available monthly or other Service Plan via the App or Website, by contacting us or through other options we may make available to you from time-to-time ("Standard Service Plan"). Certain Lexus Certified Pre-owned vehicles may also have access to a time limited complimentary trial subscription Service Plan. Trial length and service availability may vary by vehicle model and year. Unless otherwise noted, all references to "Service Plan" refer to both a Trial Service Plan and Standard Service Plan. You may terminate your Service Plan at any time as provided in Section 7 below. We may terminate your Service Plan or any of the Services at any time as provided in Section 8 below.

i) *Trial Service Plans*. A Trial Service Plan includes any of the Services included in the price of your Vehicle, whether or not labelled as "Trial". The duration of your Trial Service Plan, along with the Services available through the Trial Service Plan, will vary by Vehicle and available options.

ii) *Standard Service Plans*. Standard Service Plans are typically added after purchase of your Vehicle, with subscriptions that automatically renew at the end of the Service Plan term (see Section 4 below). Standard Service Plans may be available on a monthly or other basis, and may include options to select different bundles of Services.

4. PAYMENT FOR YOUR SERVICES

(a) **Service Plan.** Trial Service Plans are included in the price of your Vehicle, so there is no additional charge for the Services included in your Trial Service Plan for the applicable duration of your Trial Service Plan. When adding a Standard Service Plan, including when converting a Trial Service Plan to a Standard Service Plan, you are responsible to pay for your Services by credit card or debit card.

(b) Automatic Renewal Conditions – Monthly. If you provide your credit or debit card number and you choose to subscribe to a Service Plan with the monthly payment option ("**Monthly Plan**"), and the

autorenewal option for your Service Plan is selected, you authorize us to automatically renew your Service for a one-month subscription beginning on the scheduled Renewal Date and monthly thereafter according to the payment schedule set out herein, by charging the then current monthly subscription fee to your account, unless you cancel your Service Plan prior to the applicable Renewal Date by calling us at 1-800-265-3987 – you may also be able to accomplish this via the App.

(c) Renewal Dates. For Monthly Plans, depending on the Vehicle, your renewal date is typically the date each month that is one month after the date when your monthly subscription began. For questions about the Renewal Date for your Monthly Plan call us at 1-800-265-3987.

(d) **Payment authorization**. The monthly authorization will remain in effect until you notify us otherwise. In certain instances, as a condition to receive or access certain features on your Trial or Standard Service Plan, we may require you to provide a valid credit or debit card account during enrollment or activation of such features. In such instances, we may automatically charge the credit card or debit card on your account for the delivery of the services in these features. This payment authorization will remain in effect until you notify us otherwise. If you cancel this service or your Service Plan, the refund policy described in Section 9 below will apply.

(e) **Pre-authorization payment hold.** For the delivery of applicable Battery Electric Vehicle ("BEV") public charging Services, we may set aside or place a hold on the payment card on your account in respect of any transaction on the day we receive notification of such transaction not exceeding $100 per transaction. Such amount set aside or on hold is an estimated sum of the actual transaction and may not be reflective of the actual transaction. We may set aside or hold this amount for up to seven (7) days, upon which we shall debit your payment card for the full amount of the actual transaction and may reverse or release any remaining amounts back to the originating payment card account. All amounts shall be in Canadian Dollars.

5. TAXES AND OTHER CHARGES

(a) You agree that you are solely responsible for and will pay all taxes, fees and surcharges set by the government and charged to you by us ("**Taxes**"). The amount of Taxes is subject to change without notice. Taxes are not included but are added to the cost of your Service Plan. However, for the period of any complimentary Trial Service Plan, we do not charge you for Taxes.

(b) You are responsible for directly paying Service Providers and others any fees or charges incurred for services furnished by such providers (emergency medical services, towing fees, etc.) except to the extent the fees or charges are expressly covered under your Service Plan.

6. PAYMENT DISPUTES

The price of your Service Plan may change over time. We will notify you in advance of the date on which any such change will become effective, and once effective, your Service Plan charge will reflect changed rates for the applicable Services. Except as prohibited by law, if you object to any fees or charges for Services billed by or through us, you must tell us in writing within 30 days of the date of the invoice or other billing notice; If you fail to object within that time period, YOU WAIVE THE DISPUTE. On the expiration date of your Service Plan, unless we allow otherwise, your Service Plan charge will reflect the rates then in effect for the applicable Services.

7. YOUR RIGHT TO CANCEL; NO TRANSFERS; CHANGES TO SERVICE PLANS

(a) **Cancellation**. You can cancel your Service Plan (whether a Trial Service Plan or Standard Service Plan) at any time by calling us at 1-800-265-3987 and telling a customer care agent you want to cancel your Service Plan, or you can accomplish this within the App. There is no charge to cancel your Service Plan. If you request cancellation of your Service Plan, the effective date of the cancellation (the "Deactivation Date") will depend on your Service Plan and the technology in your Vehicle. Generally:

i) *Monthly Plans.* The Deactivation Date will be the last day of your monthly subscription period (i.e., the day prior to your Renewal Date). If you cancel your Service Plan, the refund policy described in Section 9 below will apply.

ii) *Other Plans*. If you are on a plan other than a Monthly Plan, the Deactivation Date will vary. In such cases, please call us for the specific Deactivation Date for your Service Plan.

(b) **DCM.** If you cancel your Service Plan, we have the right (but, unless you ask us to, not the obligation) to turn off your DCM as of the effective date of cancellation. Once your DCM is turned off, the Vehicle will not send any data to Toyota or Lexus. Depending on the connectivity to your Vehicle, your DCM may deactivate immediately, or it may take up to several days. In which case, your DCM may continue to collect and broadcast data, including without limitation, geolocation.

(c) **No Transfers.** You cannot transfer your Service Plan to another Vehicle or to another individual. If you sell your Vehicle or terminate your lease during the term of the Service Plan, you must cancel your Service Plan by contacting us at 1-800-265-3987 or you can accomplish this within the App. There is no charge to cancel your Service Plan. You remain responsible for all charges for your Service Plan until you cancel the Service Plan (even if you no longer own, lease or otherwise have access to the Vehicle). For clarity, the new owner of the Vehicle cannot assume or take over your Standard Service Plan or Trial Service Plan but may be able to (upon registration with us) continue a separate new Trial Service Plan for the remainder of trial period associated with the Vehicle. Trial length and service availability may vary by vehicle model, model year or trim. We reserve the right to cancel your Service Plan once notified of the sale of your Vehicle, by you, a person authorized to act on your behalf, an authorized dealership, or new owner.

(d) **Changes to Service Plans**. If you wish to change your Service Plan prior to the end of the applicable subscription term, your options will depend on the terms of your current Service Plan and the then-current Service Plans available. The specific Services in your current Service Plan may only be available when bundled with other Services, and not all Services will be available on a standalone basis. Changes to Service Plans with certain bundled Services will not be effective until the end of your then current bill cycle. Call us for details on available options and the impact of changes to your Service Plan.

8. OUR RIGHT TO CANCEL OR SUSPEND SERVICES

(a) **Without Cause.** Neither the Service Plan nor Services are guaranteed to be available at all times. We may terminate your Service Plan or any of the Services for any reason, including the elimination of the type of Service Plan you have, our inability to maintain any of the Services, the termination of an agreement with a Service Provider, etc. If we terminate your Service Plan or any of the Services without cause (due to no fault on your part), we will give you notice at least 30 days prior to the effective date of termination. This means that we can decide to cease providing some or all of the

Services to you at any time and for any reason, even for reasons unrelated to you or your account with us. In such a case, the refund policy in Section 9 below will apply.

(b) **With Cause.** We may terminate your Service Plan or, any or all of the Services, without prior notice to you for any good cause. This means, for example, we can terminate your Service immediately if you breach any part of this Agreement, do not pay amounts that are due to us or one of our Service Providers, interfere with our efforts to provide Services, interfere with our business or if you use the Services for illegal or improper purposes, or if we are required by applicable law, court order or legal judgment to terminate your access to any or all of the Services. In such case, you will not have any right to have your Services reactivated, even if you cure any of these problems. We may, in our sole discretion, allow reactivation of your Service Plan and/or all or some of the Services.

(c) Suspensions. We may temporarily suspend your Service Plan, or any or all of the Services, for any reason (scheduled maintenance, security threats, software errors, disputes with Service Providers, etc.), including any of the reasons permitting termination under by Section 8(a) or Section 8(b) above and Section 8(d) below. In these instances, we will use commercially reasonable efforts to notify you of the reason and anticipated duration of the suspension.

(d) Force Majeure. Neither we, nor the Underlying Wireless Carrier and any Third Party Service Providers, will be responsible for the failure to provide Services to you if caused by any of the following: any act or omission (including temporary, indefinite, or permanent interruption of cellular service) of any Third-Party Service Provider; system failures or shortages; damage to our-designated Response Center, any land or wireless communications networks or the GPS system; acts of nature, labor strikes, pandemic or war; or any other act or event that is outside of our reasonable control. UNDER ANY OF THESE CIRCUMSTANCES, WE MAY AT OUR OPTION SUSPEND OR TERMINATE ALL OR SOME OF THE SERVICES OR TERMINATE THIS AGREEMENT WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY; MOREOVER, YOU WILL NOT BE ENTITLED TO A REFUND OR CREDIT.

9. REFUNDS

The following refund policy will apply depending on your Service Plan, the technology in your Vehicle, and as described in section 7:

(i) *Trial Service Plans*. As previously noted, Trial Service Plans are included in the price of your Vehicle. As such, you will not receive a refund of any amount if you opt to initially waive or terminate a Trial Service Plan early.

(ii) Standard Service Plans. If your Standard Service Plan is terminated by either Lexus or you, there will be no prorated refund. Your Services will continue to be active through to the end of your Deactivation Date.

(iii) *Termination for Cause*. You are not entitled to, and we will not issue, any refund if we terminate or suspend the Service Plan, or any or all of the Services, for cause (see Section 8(b) above) or for any other breach of this Agreement by you.

10. ADDITIONAL TERMS; MODIFICATION TO TERMS OR SERVICES

(a) **Additional Terms.** We reserve the right to provide you with operating rules or additional terms that may govern your use of our Services generally, unique aspects of our Services, or both ("**Additional Terms**"). For purposes of these Terms of Use, Additional Terms are defined to include any terms set forth in the vehicle's Owner's Manual and similar documents, as well as any specific terms for the Services posted in the Agreement section of www.lexus.ca/connectedservices-privacy. To the extent any Additional Terms conflict with these Terms of Use or other parts of the Agreement, the Additional Terms will control.

(b) **Modification to Terms of Use/Services.** We reserve the right in our sole discretion and at any time and for any reason, to unilaterally amend, change or modify any element of these Terms of Use, the EULA, or the Connected Services Agreement. We will give you advance notice of any such amendments, changes, or modifications. If you do not agree to such amendments, changes, or modified terms, you may terminate the Terms and Use, EULA, or Connected Services Agreement as applicable, and cancel your Services. Otherwise, your continued access or use of the Services after the applicable notice period indicates your acceptance of the modified Agreement. We also reserve the right in our sole discretion and at any time and for any reason, to amend, change or modify or discontinue any aspect or feature of our Services. This includes Services provided directly by us, as well as Services provided or supported by Service Providers (such as third party applications available via the App or the multimedia equipment in the Vehicle). The notice we provide you of such changes will vary based on the nature of the change. For instance, we will notify you of changes to the Terms of Use, by posting a revised version in the App, in the Agreement section of www.lexus.ca/connectedservices-privacy, and/or in other relevant parts of the Website. For changes to the Services, and certain changes to the Terms of Use (such as changes we believe materially affect your rights under this Agreement), we will provide you notice via email or other written notice, through the App and/or through the multimedia equipment in the Vehicle. The effective date of the applicable change will be as set forth, as applicable, in the revised Terms of Use or the other notice we provide. IF YOU DO NOT AGREE WITH ANY SUCH CHANGE, YOUR SOLE RECOURSE IS TO CANCEL YOUR SERVICE PLAN AND THE SERVICE. Your continued access or use of the Services after our notice indicates your acceptance of the change(s).

(c) YOU UNEQUIVOCALLY ACKNOWLEDGE AND AGREE THAT: (I) THE AVAILABILITY OF SERVICES WILL VARY ON A NUMBER OF FACTORS BOTH WITHIN AND OUTSIDE OF OUR CONTROL; AND (II) YOU ARE NOT RELYING ON THE AVAILABILITY OF ANY OR ALL OF THE SERVICES IN CONNECTION WITH YOUR PURCHASE, LEASE OR OTHER USE OF THE VEHICLE.

11. WIRELESS/GPS TECHNOLOGY; SERVICE AVAILABILITY

(a) **Wireless/GPS Technology.** The System use digital wireless telecommunications technology and GPS technology to enable to the Services and Software via third party wireless networks, satellites and related infrastructure (collectively, "**Wireless/GPS Technology**"). The Wireless/GPS Technology is outside of our control, has changed over time and will continue to do so. These changes can result in the obsolescence of all or some of the Wireless/GPS Technology related to the Vehicle. Changes to the Wireless/GPS Technology incorporated in your Vehicle can result in our inability to provide the Services. For instance, as noted in Section 11(b) below, changes to the underlying technology of a wireless network can result in the cancellation of Services. Generally, if changes occur to the

Wireless/GPS Technology used by the System, we will notify you of the effective date of cancellation and any applicable changes as provided in Section 10(b) above.

(b) **Service Availability.** The specific Wireless/GPS Technology included will vary depending on the Vehicle make and model year. Accordingly, not all Services are available on all Vehicles or in all geographic locations. For information on Services available in a Vehicle, please review your Vehicle's owner's manual, visit our Website, or consult your dealership. Also, note that Services for Vehicles may be limited, or not work, outside of Canada, the continental United States, Alaska and Hawaii. Services may not be renewed if the Vehicle has left Canada, the continental United States, Alaska or Hawaii.

(c) **Notice of 3G Sunsetting.** Wireless network carriers have announced that they are retiring 3G network technology in Canada as of early 2027. As a result, the Toyota and Lexus vehicles that rely on this network technology for their Services will lose several features and have limited functionality in their telematics capabilities ("**Affected Features**") . A list of the affected Vehicles and Affected Features for each vehicle is provided in Appendix 1 (3G Sunsetting Affected Vehicles and Affected Features). You understand and agree that if you own one of the affected Vehicles, your Services will no longer have the Affected Features, your Service Plan will be terminated, and your DCM will be deactivated effective February 1, 2027.

12. INTELLECTUAL PROPERTY; LICENSES; RESTRICTIONS

(a) **Ownership.** Our Services and associated content (and any derivative works or enhancements of the same) including, but not limited to, all text, illustrations, files, images, scripts, graphics, photos, sounds, music, videos, information, content, materials, products, services, URLs, technology, documentation, and interactive features included with or available through our Services or Software, and all intellectual property rights to the same, including, without limitation, all trademarks, service marks, trade names and trade dress that may appear in our Services (collectively, the "**Service Content**") are owned by us, our affiliate, our licensors and/or the Service Providers.

(b) **Limited License**. The Services have not been and are not being sold to you. Rather, subject to compliance with the Agreement, you are granted a limited, non-exclusive and revocable license to use the Services solely as we or the Service Providers make the same available through the System and/or Software. Except for the limited use rights granted to you in these Terms of Use, you do not and shall not acquire any right, title or interest in the Services or any Service Content. Any rights not expressly granted herein or in any Additional Terms are expressly reserved.

(c) **Restrictions**. The Services and Service Content are provided for your personal, non-commercial use only – you may not license, lease, sell, resell, have licensed, have leased, have sold or resold, or otherwise transfer or convey any of the same for any purpose. When using the Services or Services Content, you agree to comply with all applicable federal, provincial, territorial, and local laws including, without limitation, copyright law. Except as expressly permitted in these Terms of Use or other parts of the Agreement, or as Lexus or an applicable Service Provider may expressly otherwise permit, you may not use, reproduce, duplicate, distribute, create derivative works based upon, publicly display, publicly perform, publish, transmit, or otherwise exploit the Services or Service Content for any purpose whatsoever without obtaining prior written consent from Lexus or the applicable Service Provider.

13. INFORMATION ABOUT CERTAIN SERVICES

(a) **Automatic Collison Notification; SOS Button.** When we receive an emergency signal from your Vehicle via the SOS Button ("**SOS**"), we will typically first attempt to verify your emergency, and then if appropriate, contact third party emergency responder Service Providers to respond to your emergency. You understand that we cannot assure you, or make any guarantees, about the manner or timeliness of such Service Provider response or even whether the Service Provider will in fact respond to your emergency at all. YOUR VEHICLE MUST HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) AND BE IN WIRELESS NETWORK COVERAGE FOR THE AUTOMATIC COLLISION NOTIFICATION AND SOS FEATURES TO OPERATE.

(b) **Stolen Vehicle Locator.** If your Vehicle is stolen, we can try to locate it. Before we try to locate it, you will need to file a stolen vehicle police report with the local authorities and be able to verify your identity to us. We will only provide location information about stolen Vehicles to the police. We may place time limits on how long we will attempt to locate your Vehicle – ask for details. We also are not required to try to find your Vehicle for the purpose of locating a person. We reserve the right to refuse to provide this service in our discretion, including to anyone, including anyone other than you, a government entity pursuant to a valid court order or other official governmental action, or one of our affiliates in connection with the leasing or financing of your Vehicle.

(c) **Location of Your Vehicle in Connection with Lease/Finance.** If you lease or finance your Vehicle through us or one of our affiliates, and you have materially breached any of the terms of the agreements governing such lease or finance, we may use the Services to locate you or the Vehicle for the purpose of communicating with you and/or recovering the Vehicle. YOU EXPRESSLY CONSENT TO OUR USE OF THE SERVICES IN THIS MANNER.

(d) Remote Start. You must ensure that the Vehicle is parked and in the proper gear, under conditions that make it safe to start the engine, as well as to ensure that starting the Vehicle remotely will not violate any regulation, ordinance, or other law applicable to the location of the Vehicle at time of activation. Laws in some communities may restrict the use of the features that remotely start the Vehicle's engine. For example, some laws may require a person using the Remote Start feature to have the Vehicle in view when doing so or limit the length of time a vehicle engine may idle. Please check local and provincial/territorial regulations for requirements and restrictions on remote starting of vehicles and engine idling time. We may require a PIN to utilize this Service and you authorize us to assist anyone who provides us with your PIN.

(e) Advanced Drive System.

(i) Certain Vehicles are equipped with an Advance Drive System ("**ADS**") Service, which includes the following:

A. "**Driver Assistance**" features which use various technologies to propose and execute on certain driving maneuvers, including vehicle steering, performing lane changes, managing speed, and merging with and diverging from traffic. ADS relies on a system of interior and exterior cameras, GPS, radar, and Light Detection and Ranging ("**LiDAR**") to

evaluate the vehicle's surroundings and to propose and perform these driving maneuvers under specific traffic conditions on select roads and highways.

B. "**Driver Safety**" features which help improve safety and vehicle control. Using interior camera and sensors, the features monitor the status of the driver (e.g., including driver posture, facial activity, steering wheel grip, seat belt worn etc.) to ascertain whether the driver is paying attention to the road and the vehicle's surroundings. The features include Driver Emergency Stop Assist and Emergency Brake Support which are intended to halt the vehicle's operation after detecting certain unsafe driver behavior.

(ii) To receive the full benefits of ADS:

A. You must have and maintain the appropriate subscription to ADS. Additional information on our subscriptions is available in the App, on our Website or by contacting us as provided above.

B. Cameras, radar, LiDAR, and sensors must be operational and unimpaired by debris or weather-related elements.

C. Each driver of the vehicle must be attentive and unimpaired (eyes opened, looking ahead, not distracted, upright posture, hands on steering wheel, seat belt buckled, etc.).

D. Traffic and road conditions must be appropriate for Advanced Drive use. The system may not operate as intended on newly established roads, intersections, roads without lanes, sharp curves, or grades.

(iii) If your vehicle is equipped with ADS, you expressly acknowledge and agree:

A. **ADS is not an autonomous driving system. The driver of the Vehicle is at all times responsible for the Vehicle's operation and must always maintain awareness of the road conditions, traffic, and surroundings**.

B. Advanced Drive may only be used on vehicle-only roads and highways supported by high-definition maps. The system may not operate properly where bicycle and pedestrian traffic are present.

C. Inclement weather and other factors may make it unsafe to use ADS (for example, slippery roads, poor visibility, extremely low temperatures, and other unsafe road conditions). In these instances, the systems cameras, sensors, and other equipment may not operate correctly or may be impaired. The driver is solely responsible for determining whether using ADS in a given instance is appropriate.

D. ADS may not operate properly: (1) if the driver's eyewear, masks, or other items obstruct or interfere with the Driver Safety features; or (2) near places with strong radio waves (e.g., TV towers, broadcast stations). The system may not detect certain traffic signals, bus lanes, draw bridges, construction zones or road intersections. In addition, the system cannot detect ground unevenness or cargo protruding from surrounding vehicles. The driver must manually operate or be prepared to take control of the vehicle in these circumstances.

E. Certain federal, provincial, or local regulations may affect the operation of ADS, including laws against hands-free driving, or use of HOV or express lanes. The driver is solely responsible for ensuring use of ADS complies with all applicable laws, rules, and regulations.

(f) **Facial Recognition System.** Certain vehicles are equipped with Facial Recognition services that are enabled through the use of interior cameras and other technology in the vehicle. Should you choose to opt-in to this service by completing the "Setup Face" process in the Vehicle, the Facial Recognition service will take and store a facial geometric features which is then linked to your profile in the vehicle in order to load the profile's personalized settings in the vehicle. These services may not operate correctly in certain instances, including if the driver's eyes, eyebrows, eyewear, masks, or other features, items, or conditions (e.g., sunlight) obstruct or interfere with the interior camera's ability to take a facial scan or identify the driver. Further, you should note that the services can result in misidentification from time-to-time, particularly with twins or others who share similar facial features. The Facial Recognition service is for driver convenience only and should not be relied upon for any other purposes such as Vehicle theft prevention.

Your facial geometric features data is stored only within your Vehicle and is not transmitted outside of the Vehicle. You have the right to withdraw your consent and opt-out of this service at any time. Refer to the Connected Services Privacy Notice located at www.lexus.ca/connectedservices-privacy for more information about your privacy rights and about how your personal information is collected, used, disclosed, and stored for this feature.

14. SERVICE PROVIDERS AND THIRD PARTY BENEFICIARIES

We work with many different companies, individuals and government entities to provide you with your Services, all of which are defined in this Agreement as Service Providers. Each Service Provider involved in delivering the Services, including each Underlying Wireless Carrier and App Store, is an intended third-party beneficiary of the protections under this Agreement. This Agreement does not give you any rights against any of the Underlying Wireless Carriers or other Service Provider, or any App Store. The disclaimers, warranties, limitations of liability and other protections of this Agreement extend to these third-party beneficiaries.

15. YOUR DUTIES AND RESPONSIBILITIES

(a) It is your responsibility to make sure your vehicle and your System are working. You can always press the SOS button to confirm that your System is active. If the light next to the SOS button is red or off, this means that your System is not be functioning properly or is inactive and should be checked by a dealership. If you have deactivated the System, the light next to the SOS button may also show as "OFF" and would not need to be checked by a dealer.

(b) YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF THE SERVICES IN YOUR VEHICLE, EVEN IF YOU ARE NOT THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WAS NOT AUTHORIZED. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR VEHICLE. YOU ARE SOLELY RESPONSIBLE FOR PROVIDING OF EMERGENCY CONTACT INFORMATION FOR USE BY OUR RESPONSE CENTER IN THE EVENT OF AN AUTOMATIC COLLISION NOTIFICATION. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using

your Vehicle. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your personally identifiable information that can be used to identify your account to request services for your vehicle. If you or a driver of your Vehicle uses the Services or System to commit a crime or for another improper purpose, you will be responsible for any damages owed by us as a result of such use. You are entirely responsible for any transaction with anyone in connection with your use of the Services and any use that you make of any information received from or through any Services. You act at your own risk.

(c) When you use the Services, you promise:

(i) not to use the SOS Button and Roadside Assistance except for actual emergencies and roadside assistance needs;

(ii) not to use your Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of Services to our other customers;

(iii) not to abuse or do anything to damage our business operations, services, reputation, employees, facilities, or Service Providers;

(iv) not to use any content you receive through the Services except as expressly authorized by us;

(v) not to resell, copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any content you receive through your Service; and;

(vi) not to use any content you receive through your Service for commercial purposes.

If you do any of the items listed above, you agree you will be responsible for any amount anyone else claims from us or applicable Service Providers, plus any expenses, resulting in whole or in part, from that use or your actions.

(d) You further agree:

(i) **Safety.** You are responsible for ensuring safety and compliance with all regulations, ordinances and other laws applicable to the Vehicle and the use of the Services. You understand and agree that your use of certain Services and/or Service Content while operating a motor vehicle (or during any other activity that requires your attention) may be distracting, dangerous, or prohibited by law. YOU ARE SOLELY RESPONSIBLE FOR YOUR EXERCISING GOOD JUDGMENT, ACTING IN A SAFE AND RESPONSIBLE MANNER, AND OBEYING ALL LAWS AND REGULATIONS AT ALL TIMES. You understand that failing to pay full attention in the operation of the Vehicle or in other activities may cause an accident, damage, injury, death, or other serious consequences. You assume sole responsibility for your use of the Vehicle, Services and Service Content.

(ii) **Vehicle. You are responsible for your Vehicle insurance.** None of the Services provide your Vehicle insurance or are an insurance product. The payments you make for your Service Plan are not related to the value of your Vehicle or any property in it, or the cost of any injury to or damages suffered by you or anyone else.

(iii) **Sale or Transfer of the Vehicle.** You are responsible to notify us of a sale or transfer of your Vehicle. We are not responsible for any damages you, the new owner or anyone else may suffer as a result of your failure to do so.

16. **NO WARRANTIES.** YOU EXPRESSLY AGREE THAT USE OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT: (A) IS AT YOUR SOLE RISK; (B) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESS OR IMPLIED; AND, WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, (C) LEXUS, ITS AFFILIATES, THE SERVICE PROVIDERS, ALL APPLICABLE LICENSORS, ANY UNDERLYING WIRELESS CARRIER, AND ANY APPLICABLE SUPPLIERS (COLLECTIVELY, THE "**ADDITIONAL ENTITIES**") DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS INCLUDING ANY: (I) WARRANTIES SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT WILL MEET YOUR REQUIREMENTS; (II) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE SOFTWARE OR SERVICES; (III) WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, MERCHANTABLE QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (IV) WARRANTIES FOR SERVICES OR GOODS RECEIVED THROUGH OR ADVERTISED OR ACCESSED THROUGH THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT; (V) WARRANTIES CONCERNING THE ACCURACY OR RELIABILITY OF THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT; (VI) WARRANTIES THAT YOUR USE OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT WILL BE SECURE OR UNINTERRUPTED; AND (VII) WARRANTIES THAT ERRORS IN THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT WILL BE CORRECTED.

17. **LIMITATION OF LIABILITY.** EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE THAT THE ENTIRE LIABILITY OF LEXUS AND THE ADDITIONAL ENTITIES TO YOU OR ANY THIRD PERSON, AND THAT YOUR OR ANY THIRD PERSON'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT PROVIDED UNDER THESE TERMS OF USE AND/OR FOR ANY BREACH OF THESE TERMS IS SOLELY LIMITED TO THE AMOUNT OF ONE HUNDRED DOLLARS ($100). EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, NEITHER LEXUS NOR ANY OF THE ADDITIONAL ENTITIES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF ANY OF THEM HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A PROVINCE OR TERRITORY DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, LEXUS' AND EACH OF THE ADDITIONAL ENTITIES' LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH PROVINCE OR TERRITORY.

18. **RELEASE/WAIVER OF CLAIMS.** EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, FOR YOURSELF AND ANYONE ELSE CLAIMING UNDER YOU OR ON YOUR BEHALF, YOU AGREE TO RELEASE AND DISCHARGE LEXUS AND EACH OF THE ADDITIONAL ENTITIES, THEIR RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES, AND EACH THIRD-PARTY BENEFICIARY (INCLUDING EACH APP STORE) FROM ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE SERVICES,

SYSTEM, SOFTWARE AND SERVICE CONTENT, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT, EVEN IF CAUSED BY OR BASED UPON LEXUS' OR THE ADDITIONAL ENTITIES' NEGLIGENCE, GROSS NEGLIGENCE, STRICT PRODUCTS LIABILITY, DECEPTIVE TRADE PRACTICES ACT VIOLATIONS, BAD FAITH, OR BREACH OF WARRANTY OR THE MALFUNCTION OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT. EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT. YOU HEREBY RELEASE AND DISCHARGE LEXUS AND EACH OF THE ADDITIONAL ENTITIES FROM AND AGAINST ANY CLAIMS, DAMAGES, EXPENSES AND LIABILITY ARISING FROM OR RELATED TO ANY INJURIES, DAMAGES, OR LOSSES TO ANY PERSON (INCLUDING DEATH) OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE SERVICES, SYSTEM, SOFTWARE AND SERVICE CONTENT.

19. **DISPUTE RESOLUTION & MANDATORY ARBITRATION.** PLEASE READ THIS PROVISION CAREFULLY. IT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS, EXCEPT WHERE PROHIBITED BY LAW, THAT YOU (INCLUDING, FOR THE PURPOSES OF THIS SECTION, ANYONE CLAIMING UNDER YOU OR ON YOUR BEHALF) AND LEXUS EACH AGREE TO SUBMIT ANY DISPUTE RELATED TO THIS AGREEMENT (INCLUDING THE SOFTWARE OR SERVICES) TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. EXCEPT WHERE PROHIBITED BY LAW, THIS PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION, AND A JURY WAIVER. YOU AND LEXUS EACH AGREE:

(a) **Informal Resolution of Disputes.** If you or Lexus has a dispute or disagreement with the other regarding the Services, System, Software or Service Content or any other aspect of this Agreement (each, a "**Dispute**"), you and Lexus each agree to first contact and provide a written description of the Dispute, all relevant documents/information and a proposal for resolving the Dispute. You agree to contact us at Lexus Canada, Attn: Manager, Connected Technologies, 1 Toyota Place, Toronto, ON, M1H 1H9, or at 1-800-265-3987. Lexus will contact you based on the contact information we have in our systems.

(b) **Mandatory Arbitration of Unresolved Disputes.** If after 60 days the parties are unable to resolve the Dispute, YOU AND LEXUS BOTH AGREE, EXCEPT WHERE PROHIBTED BY LAW, TO USE BINDING ARBITRATION, NOT A CIVIL ACTION (except for small claims court cases as described below) TO RESOLVE THE DISPUTE. You and Lexus each acknowledge and agree that, but for this agreement to arbitrate disputes, you and Lexus would have had a right or opportunity to litigate disputes through a court and to have a judge or jury decide the case and you and Lexus each voluntarily choose to waive that right and pursue all applicable Disputes through binding arbitration.

(c) **Arbitration Entity & Rules.** You agree that, apart from any claim you may bring in small claims court, the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of the Services or relating to this Agreement or any prior agreement for service with us or any of our affiliates, predecessors in

interest, or Third Party Service Providers or any product or service provided under or in connection with this Agreement or such a prior agreement, or any advertising for such products or services, shall be final and binding arbitration before a single arbitrator, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any patent, copyright, trademark, trade secret, privacy or publicity rights, in which case you acknowledge that there is no adequate remedy at law and that injunctive or other appropriate relief may be sought by us and/or an applicable third party either in court or from an arbitrator. You and we acknowledge that the Ontario Arbitration Act, 1991, S.O. 1991, c.17 applies to arbitrations under this Agreement (despite any other choice of law provision). To the extent that the Ontario Arbitration Act does not supply substantive or procedural law necessary for the resolution of any disputes or claims, the laws of the Province of Ontario shall apply, except that Ontario laws concerning choice of law or conflicts shall not apply if they would cause the substantive law of another jurisdiction to apply. To the extent that the parties litigate any part of any dispute or claim in court, including, without limitation, obtaining provisional remedies in aid or arbitration, confirmation of an award, and judgment enforcement, the laws of the Province of Ontario shall apply, except that Ontario laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply. The arbitration shall be conducted in English. Arbitration will be conducted by the Canadian Commercial Arbitration Centre ("CCAC") in accordance with its rules and procedures. The seat of arbitration shall be Toronto, Canada. We will waive our right to arbitrate any individual claim (as opposed to class) you bring or maintain in small claims court for so long as the matter remains an individual claim and remains in small claims court. You can get rules and fee information from the CCAC (www.ccac-adr.org). Except where prohibited by law, you expressly waive the right to request or maintain any class arbitrations even if CCAC procedures or rules would permit them. (This is referred to below as the "Class Action Waiver".) In exchange for this, we will pay (if you ask us in advance) for any filing fee charged you by CCAC for one arbitration of any disputes between us, so long as you tried in good faith to resolve the disputes with us before filing for arbitration. If the arbitration proceeds past the filing, we will also pay (if you ask us at the time) any further administrative and arbitrator fees you are later charged. An arbitrator can decide later whether to allocate the fees differently if there is an award. The arbitrator may award you any fees and charges that are necessary to ensure the enforceability of this arbitration provision. There is no judge or jury in arbitration, and review is limited; but an arbitrator can award the same damages and relief and must honor the same limitations in this Agreement as a court would. You and we agree to pay our own fees, costs, and expenses, including those for any lawyers, experts, and witnesses. You agree that any claim for or award of legal fees or disbursements, including any such claim or award pursuant to Ontario Rules of Civil Procedure, O Reg. 193/15, is waived. Any arbitration award made after completion of an arbitration is final and binding and may be confirmed in any court of competent jurisdiction, except that in the event the arbitrator's award for a party is $0 or against a party is in excess of $100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration to be conducted by the selected arbitration organization by a three-arbitrator panel. An award and any judgment confirming it only applies to the arbitration in which it was awarded and cannot be used in any other case except to enforce the award itself. If a court or arbitrator determines that any part of this arbitration agreement is not enforceable, the rest of this arbitration agreement shall be enforceable. If for some reason these arbitration requirements do not apply, or a claim proceeds in small claims court, unless prohibited by law, you and Lexus agree to waive to the fullest extent permitted by law any trial by jury. In no event shall any claim, action or proceeding by you related in any way to the Services, this Agreement, or any prior agreement, as described above, be instituted more than two years after the claim or cause of action arose. This Agreement to arbitrate survives the end of the contractual relationship between us.

(d) **Exceptions to Arbitrate.** You and Lexus each agree: (i) either of us may bring qualifying Disputes in small claims court; (ii) if for any reason any court or arbitrator holds that the Class Action Waiver below is unconscionable or otherwise unenforceable, then our agreement to arbitrate does not apply and the class-wide dispute must be brought in court; or (iii) Lexus (and any Service Provider) may seek injunctive or other appropriate relief in court or arbitration to the extent the Dispute in any manner involves your actual or threatened infringement or violation Lexus' or any third party's patent, copyright, trademark, trade secret, privacy or publicity rights.

(e) **NO CLASS ACTIONS.** EXCEPT WHERE PROHIBITED BY LAW, YOU AND LEXUS EACH WAIVE ANY RIGHT TO PURSUE DISPUTES ON A CLASS-WIDE BASIS; THAT IS, TO EITHER JOIN A CLAIM WITH THE CLAIM OF ANY OTHER PERSON OR ENTITY, OR ASSERT A CLAIM IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANYONE ELSE IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

(f) **NO TRIAL BY JURY.** EXCEPT WHERE PROHIBITED BY LAW, YOU AND LEXUS EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, ARBITRATION OR OTHER PROCEEDING.

20. MISCELLANEOUS

(a) No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. The section headings used herein are for convenience only and shall not be given any legal import.

(b) Except where specifically stated otherwise, if any part of this Agreement is unlawful or unenforceable for any reason, you and Lexus both agree that only that part of the Agreement shall be stricken and that the remaining terms in this Agreement shall not be affected. So, for example, if a provision in this Agreement is found to be unenforceable, you and Lexus agree an arbitrator (or, if permitted, a court) shall only strike that provision and that the remaining terms of this Agreement shall remain in force.

(c) This Agreement (including these Terms of Use, the EULA, the Privacy Notice, Connected Services Agreement and any Additional Terms) constitute the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous written or oral agreements between you and Lexus with respect to such subject matter.

(d) You may not assign this Agreement or assign any rights or delegate any obligations hereunder, in whole or in part, without Lexus' prior written consent. Any such purported assignment or delegation by you without the appropriate prior written consent will be null and void and of no force and effect. Lexus may assign this Agreement or any rights hereunder without your consent and without notice.

(e) To the fullest extent permitted by law, and except as explicitly provided otherwise, this Agreement and any disputes arising out of or relating to it will be governed by the laws in force in the Province of Ontario, except that Ontario laws concerning choice of law or conflicts shall not apply if they would cause the substantive law of another jurisdiction to apply. Notwithstanding, where applicable, Section 19 shall be governed by the Ontario Arbitration Act and the laws of the Province of Ontario, as applicable, as set forth therein. For consumers resident in Québec, this Agreement and any disputes arising out of or relating to it will be governed by the laws in force in the Province of Québec, except

that Québec laws concerning choice of law or conflicts shall not apply if they would cause the substantive law of another jurisdiction to apply.

APPENDIX 1

3G Sunsetting Affected Vehicles and Affected Features

LEXUS	
Affected Vehicles	**Affected Features**
• 2019 - 2019 Lexus ES • 2019 - 2019 Lexus ESh • 2018 - 2020 Lexus LC • 2018 - 2020 Lexus LCh • 2018 - 2020 Lexus LS • 2018 - 2020 Lexus LSh • 2018 - 2019 Lexus RC • 2018 - 2020 Lexus RC F	Lexus Enform Safety Connect® Lexus Enform Destination Assist (varies by model) Enhanced Traffic and Weather (varies by model)

Please go to www.lexus.ca/connectedservices-privacy **for a description of the Affected Features.**