

Terms and Conditions of Your Telematics Service

Effective as of November 18, 2009

Welcome to your Telematics Services, provided to you by Toyota Motor Sales, USA, Inc. These Terms and Conditions are a legal agreement between you and us, Toyota Motor Sales, USA, Inc. ("us", "our", and "we"). These Terms and Conditions are part of the Subscription Service Agreement (collectively, the "Agreement"). **You can contact us at any time by calling Toyota at 1-800-331-4331 or Lexus at 1-800-255-3987 or by writing to us at Safety Connect Customer Care, 19001 South Western Ave., Torrance, CA 90501.**

IN THIS AGREEMENT, WHEN WE USE THE WORDS "SAFETY CONNECT", "LEXUS ENFORM" OR "SERVICE(S)", WE MEAN ALL THE SERVICES WE PROVIDE TO YOU UNDER YOUR SERVICE PLAN ("SERVICE PLAN"). UNLESS OTHERWISE STATED, ALL TERMS USED IN THESE TERMS AND CONDITIONS HAVE THE SAME MEANING AS SET FORTH IN THE SUBSCRIPTION SERVICE AGREEMENT.

PLEASE READ THIS AGREEMENT BEFORE USING ANY SERVICE. ANY SAFETY CONNECT OR LEXUS ENFORM DOCUMENTS GIVEN OR SENT TO YOU THAT SAY THEY ARE A PART OF YOUR SAFETY CONNECT OR LEXUS ENFORM AGREEMENT ARE PART OF THIS AGREEMENT, IF YOU ACCEPT OR USE ANY OF THE SERVICES THEY DESCRIBE.

1. STARTING YOUR SERVICE

You can only get and use these Services by accepting this Agreement. To obtain these Services, your Car must contain a factory installed Telematics System (the "System"). If you do not accept the Agreement, including these Terms and Conditions, please notify us immediately and we will cancel your Services. **Failure to cancel your Services within 15 days of enrollment for the Services will be deemed acceptance of the Agreement, even if you have not signed the Subscription Services Agreement.** In addition, **if you have not enrolled or signed the Subscription Services Agreement, you accept and agree to be bound by the Agreement at the point in time that you use the Services.** The Agreement may be amended by us, without notice to you, in our sole discretion, from time to time. The most current Agreement is available on our website at www.toyota.com or www.lexus.com.

2. DURATION OF SERVICES

This Agreement expires when your Service Plan expires, if not renewed, as set forth in **Section 6** of your Subscription Service Agreement or when terminated by you or us as permitted in this Agreement.

3. PAYMENT FOR YOUR SERVICES

You are responsible to pay for your Services by credit or debit card or by paying your dealer directly. If you provide your credit or debit card number, you authorize us to automatically renew your Service for a one-year subscription beginning on the Scheduled Expiration Date and annually thereafter, by charging your account, unless you notify us by calling us at the appropriate number provided in the first paragraph of these Terms and Conditions. This authorization will remain in effect until you notify us otherwise. Your credit or debit card information is maintained in a secure manner.

If you pay your dealer directly, your dealer will remit your payment to us.

You are responsible for paying directly to others (such as emergency service providers) all charges for services furnished by them that are not expressly covered under your Service Plan.

4. TAXES AND OTHER CHARGES

You promise to pay all taxes, fees and surcharges set by the government and charged to you by us. We may not tell you in advance of changes to these items. The taxes, fee and surcharges will be added to the cost of your Service Plan.

5. PAYMENT DISPUTES

The price of your Service Plan may change over time, and we will use the rates then in effect for the applicable payment period for those charges. 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 postmarked date of the billing notice. If you fail to object within that time period, **YOU WAIVE THE DISPUTE.**

6. YOUR RIGHT TO CANCEL; TRANSFER YOUR SERVICE

You can cancel your Service Plan at anytime by calling us at the appropriate number provided in the first paragraph of these Terms and Conditions and telling a Customer Care Agent you want to cancel your Service Plan. If you cancel your Service Plan

we have the right to turn off your Services. The cancellation effective date must be the date you notify us that you want to cancel your Service Plan.

You cannot transfer your Service Plan to another vehicle. If you sell your Car or terminate your lease during the term of the Service Plan, you must cancel your Services by contacting us by phone. If you sell your Car or terminate your lease and do not notify us by phone, you will remain responsible for all charges for your Service Plan. The new owner of your Car cannot assume the remaining period of Service under your Service Plan. There is no charge to cancel your Service Plan. We reserve the right to cancel your Service Plan once notified of the sale of your Car, by you, Additional Subscribers, a dealer or new owner.

7. OUR RIGHT TO CANCEL OR SUSPEND YOUR SERVICE

WITHOUT CAUSE. We may terminate your Service Plan without cause. If we terminate your Service Plan without cause, we will give you notice 30 days prior to the effective date of termination after which your account will be deactivated and your Services will terminate. This means that we can decide to cease providing 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, we will refund any amounts you have paid in advance for a multiple year subscription.

WITH CAUSE. We may terminate your Service Plan 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 Third Party Service Providers as defined in Section 13, below, interfere with our efforts to provide Service, interfere with our business or if you use the Services for illegal or improper purposes. You do not have any right to have your Service reactivated, even if you cure any of these problems. We may, in our sole discretion, allow reactivation of your Service. We can suspend your Service for any reason or we could terminate it.

8. REFUNDS TO YOU

If you cancel your Service Plan, we will prorate the amount owed or to be refunded as of the date of cancellation. Any refund shall be processed immediately by us. If you provide us with your credit or debit card number, we will credit the amount of your refund to your card. If you do not provide your credit or debit card number, we will send you a check to the address we have on file for you in the amount to be refunded via U.S. mail.

9. CHANGES BY YOU TO YOUR SERVICES

You are the only person who can request to activate your Service Plan. However, any Additional Subscriber(s), designated by you in the Subscription Service Agreement, can cancel or change your Service Plan by contacting us by phone or online through our website, if available.

10. CHANGES BY US TO YOUR SERVICES

WE MAY CHANGE YOUR SERVICES AT ANYTIME, AFTER GIVING 30 DAYS NOTICE TO YOU. After receiving any notice, you may cancel your Agreement or agree to the change. If you do not cancel your Agreement by contacting us within 30 days of the postmarked date of the notice you are agreeing to the change and it becomes part of this Agreement between you and us.

You do not have any right in the wireless phone number assigned to your System. We can change the number at any time.

11. ELECTRONICALLY LOCATING YOUR CAR

Your System includes an electronic location device that allows us to find your Car under the following specific circumstances:

- a. **Automatic Collision Notification.** If the airbag sensor is tripped or there is a severe rear-end collision of your Car, your System may call our Response Center and record and transmit information, including your location, so that we can provide assistance.
- b. **Emergency Assistance Button.** You may call us 24 hours a day in the event of an emergency by pressing the SOS button in your Car. If you call us by pressing the SOS button, your Car will send an electronic signal to the Response Center which identifies your location to the Response Center Agent who answers your call.
- c. **Roadside Assistance.** If you need Roadside Assistance, you can obtain these services 24 hours per day by pressing the SOS button in your Car. Your Car will send an electronic signal to the Response Center which identifies your location to the Response Center Agent who answers your call.
- d. **Stolen Vehicle Location.** Your vehicle contains an electronic location device that we can use in the event your Car is stolen. If we receive the information we request, we can try to find your Car.

Theft. If your Car is stolen, we can try to locate it and share that location with local authorities.

You must call us at the appropriate number provided in the first paragraph of these Terms and Conditions and provide us the information we request from you, which may include a police report to verify the report of theft. We can work with local authorities to recover the Car utilizing the Car's GPS. We cannot guarantee we will find your Car. If you do not provide us with the information we request, we have the right to refuse to locate your Car.

Locating Missing Persons. You may contact us and request that we locate your Car to assist in finding missing persons and share that location with local authorities. You must call us at the appropriate number provided in the first paragraph of these Terms and Conditions and provide us the information we request from you, which may include a police report to verify the report of a missing person. We can then work with local authorities to recover the Car utilizing the Car's GPS. We cannot guarantee we will find your Car.

If you do not provide us with the information we request, we have the right to refuse to locate your Car. We are not required to try to find your Car for the purpose of locating a person.

Upon the Request of your Lienholder/Lessor, Toyota Motor Credit Corporation ("TMCC"). If your Lienholder/Lessor is TMCC and TMCC requests that we find your Car because of (1) alleged fraud or (2) breach of your lease, retail installment contract or Car loan with TMCC, we can try to locate your Car and share that location with TMCC. TMCC will be required to contact us directly and provide us with the information we request to verify the fraud or breach of your lease, retail installment contract, or Car loan.

e. **Enform Services.** If your Car is a Lexus, you may also receive the following Enform Services:

Destination Assist provides you with live-operator assistance to find destinations. While either parked or driving, you may connect to a Response Center Agent to ask for help finding local points of interest. When you press the Destination Assist button on your in-vehicle navigation unit, your Car will send an electronic signal to the Response Center which identifies your location to the Response Center Agent who answers your call. The Response Center Agent can send your destination of choice wirelessly to your Car's navigation system.

eDestination provides you with an online mechanism, via the Lexus owners' Web site, to select and organize destinations of your choice and send them wirelessly to your Car.

Maintenance Reminders and Vehicle Health Information Transmission. You may opt in or opt out of receiving electronically transmitted Maintenance Reminders (Dealer participation required). If you opt in, your Car may electronically receive Maintenance Reminders and electronically transmit Vehicle Health Information to us. If you opt out, you will not receive and your Car will not transmit these Maintenance Reminders or Vehicle Health Information, except within 30 days after the vehicle purchase date.

12. SYSTEM LIMITATIONS

Your Service works using the System which receives Global Positioning System ("GPS") satellite signals and communicates with our Response Center via wireless communication networks. We use commercial mobile wireless service purchased from one or more third-party providers (the "Underlying Wireless Carrier"). NOT ALL SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES.

Your Service has many limitations including, but not limited to, the following: a) Services are sold and will function, provided connectivity is available, in the continental United States; b) Services will not be sold but will function, provided connectivity is available, in Hawaii and Canada; c) Services are not sold and will not function in Mexico, Puerto Rico or other countries outside the United States; d) Your Service does not have the ability to receive calls and may only place calls to the Response Center under this Agreement; e) Your Car must have a working electrical system, including adequate battery power for your System to operate; f) Your System and Car must be maintained and in good working order and in compliance with all government regulations; g) The quality of your Service may be impaired by hills, tall buildings, tunnels, weather, electrical system design and architecture of your Car, damage to your Car or wireless phone network congestion; h) Services are not available if GPS satellite signals are not working or the signals are obstructed and programming limitations of the System may impair our ability to determine your Car's precise location; i) Services will not work unless your Car is in a place where we have an agreement with an Underlying Wireless Carrier for service in that area; j) Services also will not work unless you are in a place where the Underlying Wireless Carrier we hired for that area has coverage, network capacity, and reception when the service is needed, and technology that is compatible with the Services; k) The routing data we provide to you is based on the most current map information available to us, but may be inaccurate or incomplete, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads or new roads; l) Services can fail or be delayed by 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, or System failures including internet, computer, telecommunication or other system failures; m) Services use Code Division Multiple Access ("CDMA") digital cellular telephone signals. If the Underlying Wireless Carrier terminates or restricts CDMA digital service, Services will not be available, UNDER THIS CIRCUMSTANCE, SOME OR ALL OF YOUR SERVICE MAY BE SUSPENDED OR TERMINATED WITHOUT PRIOR NOTICE TO YOU OR WITHOUT ANY LIABILITY TO TOYOTA, TOYOTA'S THIRD PARTY SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER OR ANY THIRD PARTY BENEFICIARY.

13. THIRD PARTY SERVICE PROVIDERS AND BENEFICIARIES

We work with many different companies, individuals and government entities to provide you with your Services. In this Agreement "Third Party Service Provider" means any person, company or entity who provides any service, System or facilities in connection with your Services. We will use reasonable efforts to contact appropriate Third Party Service Providers for help when you ask for it or when the System in your Car signals for it, but we cannot promise prompt responses from the Third Party Service Providers. Any Third Party Service Provider involved in delivering your Services are intended third-party beneficiaries of the protections of this Agreement, including but not limited to, ATX, affiliates of ATX and TMS, the Underlying Wireless Carrier and its affiliates. This Agreement does not give you any rights against any of the Underlying Wireless Carriers or other Third Party Service Providers. The disclaimers, warranties, limitations of liability and other protections of this Agreement extend to these third-party beneficiaries.

14. YOUR DUTIES AND RESPONSIBILITIES

It is your responsibility to make sure your Car 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 buttons is red or off, this means that your System is not functioning properly or is inactive, and should be checked by a dealer.

YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF THE SERVICES IN YOUR CAR, 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 CAR. Neither we nor any Third Party Service Provider has any obligation to inquire about the authority of anyone using your Car. Neither we nor any Third Party 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 Car. If you or a driver of your Car 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.

When you use the Services, you promise:

- (1) not to use the Emergency Assistance Button and Roadside Assistance except for actual emergencies and roadside assistance needs;
- (2) 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;
- (3) not to abuse or do anything to damage our business operations, services, reputation, employees, facilities, or Third Party Service Providers of your Service;
- (4) not to use any content you receive through the Services except as expressly authorized by us;
- (5) 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
- (6) not to use any content you receive through your Service for commercial purposes.

If you do any of these things, you agree you will be responsible for any amount anyone else claims from us or our Third Party Service Providers, plus any expenses, resulting in whole or in part, from that use or your actions.

You are responsible for your Car Insurance. This Service does not provide your Car Insurance. This Service is not an insurance product. The payments you make for your Service Plan are not related to the value of your Car or any property in it, or the cost of any injury to or damages suffered by you or anyone else.

15. YOUR PRIVACY

We collect information about you and your Car several different ways: from what you, your Car dealer and Car maker provide to us when you accept this Agreement or buy or lease your Car; from your use of the Services; from calls or emails between us; from our Underlying Wireless Carrier; and from your Car itself when your System is active.

Because your Services are provided through wireless networks, we cannot promise that your communications will not be intercepted by others. You agree we will not be liable for any damages for any loss of privacy occurring in communication over such networks. If you do not notify us of a sale or transfer of your Car, we may continue to send reports or other information about the Car or the Service Plan account to the billing address currently on file with us. In such case, we are not responsible for any privacy related damages you may suffer.

INFORMATION ABOUT YOU. The information we may get about you includes things such as your address, phone number, email address, language preference, and whether you are hearing impaired.

INFORMATION ABOUT YOUR CAR. The information we may get from your Car includes things such as data about its operation (such as diagnostic trouble codes, oil life remaining and odometer reading); about your use of the Services; about where your Car is just before and during requests for location information or services that involve a wireless connection to your Car; and

(depending on your System) data about accidents involving your Car (for example, the direction from which your Car was hit and which air bags have deployed).

USE AND SHARING OF INFORMATION ABOUT YOU AND YOUR CAR. You agree that we can, subject to applicable law, use any of this information we collect to: (a) provide Services to you or your Car (including, but not limited to, sharing that information with roadside assistance providers, emergency service providers, or others, as needed); (b) communicate with you about your account; (c) check or maintain your System; (d) provide information to the maker of your Car about the Car's performance, about aggregate product usage, and to enable the maker of your Car to comply with law; (e) help you to maintain the Car; (f) evaluate and improve our Service; (g) enforce this Agreement with you or others; (h) prevent fraud or misuse of Service; (i) comply with legal requirements, including valid court orders; (j) protect the rights, property, or safety of you or others; (k) offer you new or additional products or services; (l) perform market research; or (m) respond to requests from TMCC about the location of your Car as otherwise provided in this Agreement. This list is not meant to be exhaustive.

You understand that, for quality assurance purposes, we (including our Third Party Service Providers) may monitor and record conversations between our (including our Third Party Service Providers) respective Response Centers and your Car's occupants. We (including our Third Party Service Providers) may also monitor and record any calls coming into our (including our Third Party Service Providers) Response Center from any source. We may also randomly monitor your interactions with our automated Services, such as Lexus Insider, if applicable, which will monitor which messages you open to learn more about your preferences. Therefore, for yourself, your car's occupants and anyone contacting us on your behalf, you: i) consent to all such monitoring and recording and, ii) release us, third-party beneficiaries and the Underlying Wireless Carrier(s) from claims, liabilities and losses that may result from any such monitored and/or recorded conversations.

YOU CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION AS DESCRIBED IN THE PRIVACY STATEMENT, WHICH MAY CHANGE FROM TIME TO TIME (see www.toyota.com or www.lexus.com). You can obtain a current copy of our Privacy Statement and/or request to review or change your personal, Car and account information by contacting us at the appropriate number provided in the first paragraph of these Terms and Conditions.

16. NO WARRANTIES ON INFORMATION OR SERVICES

Warranties are special kinds of promises. Your Car may have a limited warranty that includes your System. However, neither Toyota Motor Sales, USA, Inc. nor any third-party beneficiary makes ANY WARRANTIES, EXPRESS OR IMPLIED, about the Services (including the content or other information delivered to you as part of the Services), the wireless service used in connection with your System, including any warranty of merchantability or fitness for a particular purposes. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. This means we make no warranties in connection with the content quality, accuracy, timeliness, completeness, correctness, reliability, merchantability, or fitness for a particular purpose. All warranties with respect to the Services, the wireless service or any system used by a Third Party Service Provider are expressly disclaimed and excluded by this Agreement.

17. LIMITATIONS OF LIABILITY

You and us are each waiving important rights.

Limitations of Liability by Us.

We cannot recover from you (1) punitive damages, (2) treble, consequential, indirect, or special damages, or (3) attorney's fees.

WE WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.

Neither we nor the Underlying Wireless Carrier, nor any Third Party Service Provider or beneficiary will be liable to you or any other party for consequential, indirect, incidental, special, or punitive damages (including without limitation lost profits) in connection with the Services or the System, even if we, the Underlying Wireless Carrier, or Third Party Service Provider or beneficiary is aware of the possibility of such damages. These limitations apply to all claims, including, without limitation, claims in contract and tort (such as negligence, product liability and strict liability). Some states do not allow the exclusion or limitation of incidental or consequential damages, so those particular limitations may not apply to you.

If we, the Underlying Wireless Carrier, or any Third Party Service Provider or beneficiary are found liable to you for any reason, you agree that the aggregate liability of all these parties to you for any claim is limited to the total amount paid by you for the Services. Neither us, the Underlying Wireless Carrier nor any Third Party Service Provider or beneficiary would have agreed to provide the Services to you if you did not agree to this limitation. This amount is the sole and exclusive liability of us, the Underlying Wireless Carrier and the Third Party Service Provider or beneficiary to you, and is payable as liquidated damages and not as a penalty. Except where prohibited by law, you may not bring any claim against us, the Underlying Wireless Carrier or any third-party beneficiary more than one year after the claim arises.

We do not have any liability for service interruptions of 24 hours or less. To receive service credit for longer interruptions, you must notify us within 60 days after the time when that service interruption started. Except for any credits provided voluntarily by us for a dropped call, or credits for interrupted service as described above, no one is liable to you for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any third party, by buildings, hills, tunnels, network congestion, weather, or any other things we or our Third Party Service Providers don't control.

Limitations of Liability by You

For yourself and for anyone else claiming under you, you agree to release and discharge Toyota Motor Sales, USA, Inc. and its Third Party Service Providers, their parents, affiliates, and subsidiaries, and the respective officers, directors, and employees, and the Underlying Wireless Carrier and each third-party beneficiary from all claims, liabilities and losses in connection with the Services, including, but not limited to claims for personal injury or property damage arising from the total or partial failure of performance of the Services, even if caused by the negligence of us or the malfunction of the System. You agree to indemnify us, the Underlying Wireless Carrier and each third-party beneficiary against all such claims, liabilities and losses brought by third parties. You further agree that this release extends to any party claiming under you and that no insurance company will have any right of subrogation.

You do not have any liability for service interruptions of 24 hours or less.

YOU AGREE WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.

You agree that you have no contractual relationship whatsoever with our Underlying Wireless Carrier(s) and that you are not a third-party beneficiary of any agreement between us and our Underlying Wireless Carrier(s). In addition, you expressly agree that none of our Underlying Wireless Carrier(s) have any legal, equitable, or other liability of any kind to you. You waive any and all claims or demands for such liability.

Unless otherwise provided in this Agreement, you agree that your maximum liability to us under any theory (including but not limited to fraud, misrepresentation, breach of contract, personal injury, or products liability) is limited to any charges due and owing by you to us.

You agree that the limitations of liability and indemnities in this Agreement will survive even after the Agreement has ended. These limitations of liability apply not only to you, but to anyone using your car, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your Services or System.

18. HOW WE'LL RESOLVE DISPUTES BETWEEN US

If you and we have a disagreement related to Services, we will try to resolve it by talking with each other. If we cannot resolve it that way, **WE BOTH AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, TO USE ARBITRATION, NOT LAWSUITS** (except for small claims court cases as described below) **TO RESOLVE THE DISPUTE**. Of course, either of us can always contact a government agency or regulatory authority for help, too. Here's how private arbitration will work:

The Federal Arbitration Act will apply. Except for qualifying small claims court cases, any controversy or claim arising out of 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, will be settled by one or more neutral arbitrators.

For claims over \$10,000, the American Arbitration Association's Wireless Industry Arbitration ("WIA") rules apply. In large/complex cases under the WIA rules, the arbitrators must apply the Federal Rules of Evidence and the loser may have the award reviewed by a panel of three new arbitrators.

For claims of \$10,000 or less, arbitration will be conducted by the American Arbitration Association ("AAA") or the Better Business Bureau ("BBB"). You can choose the AAA's supplementary procedures for consumer-related disputes, or the BBB's rules for binding arbitration. We will waive our right to arbitrate any individual (as opposed to class) claim 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 AAA (www.adr.org), or the BBB (www.bbb.org). You expressly waive the right to request or maintain any class arbitrations even if AAA or BBB 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 the AAA or BBB 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's 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. If an applicable statute **REQUIRES** an award of attorney's fees, court costs and other amounts, an arbitrator can award them, too.

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 can't 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 other than the Class Action Waiver is not enforceable, the rest of this arbitration agreement shall be enforceable.

You may opt out of this arbitration provision by sending us written notice of your election to do so. The notice must be sent by first class mail, postage prepaid, to the address provided in the first paragraph of these Terms and Conditions and must be post marked within 10 days of the date of this Agreement.

If for some reason these arbitration requirements do not apply, or a claim proceeds in small claims court, each of you and we waive to the fullest extent permitted by law any trial by jury. This Agreement to arbitrate survives the end of the contractual relationship between us.

19. MISCELLANEOUS

THE LAW THAT GOVERNS OUR RELATIONSHIP. 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 of the state of Texas. Notwithstanding, Section 18 shall be governed by the Federal Arbitration Act, without regard to state law.

FORCE MAJEURE. Neither we, nor the Underlying Wireless Carrier and 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 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 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.**

HOW WE CAN COMMUNICATE WITH EACH OTHER. Any written notice from you required by this Agreement will be considered given when we receive it at our address provided in the first paragraph of these Terms and Conditions. Any written notice from us required by this Agreement will be considered given when we send it to you by email to any email address you have provided to us, or two days after we mail it to you, based on the postmarked date, at the most current billing address we have on file for you. Any oral notices will be considered given when we call you or when you call us at the appropriate number provided in the first paragraph of these Terms and Conditions.

WHO ELSE THIS AGREEMENT COVERS. Our Third Party Service Providers and our affiliates are intended beneficiaries of this Agreement. You agree that you will make any of your passengers or guests or drivers of your Car aware of our rights and subject to the limitations of this Agreement.

OUR RELATIONSHIP WITH YOU. No matter what else it says, this Agreement does not create any fiduciary relationships between you and us, or between you and Toyota Motor Sales, USA, Inc. or any of the Third Party Service Providers. It does not create any relationship of principal and agent, partnership, or employer and employee, either.

WE CAN ASSIGN THIS AGREEMENT. We can assign this Agreement or your obligations to pay under it in whole or in part to anyone we choose. You cannot assign this Agreement or your obligations to anyone else without our prior consent.

THIS IS THE ENTIRE AGREEMENT. This Agreement (Subscription Service Agreement, these Terms and Conditions and any other documents incorporated in them) is the entire Agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present. If any part of this Agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable.

Even after this Agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it's been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of this Agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. **IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULD NOT OTHERWISE QUALIFY. THIS WILL NOT BE A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WILL NOT BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.**