

LEGAL TERMS

TABLE OF CONTENTS

- DESCRIPTION OF THE SITES
- SIGN UP TO RECEIVE INFORMATION; ACCOUNT REGISTRATION
- OWNERSHIP AND USE OF THE SITES
- RESTRICTIONS ON ACCESSING AND USING THE SITES
- MOBILE SERVICES/APPLICATIONS AVAILABLE THROUGH THE SITES
- DOWNLOADS FROM THE SITES
- THIRD-PARTY PRODUCTS AND SERVICES AND LINKS
- USER CONTENT AND CONDUCT
- COPYRIGHT AGENT
- OTHER COMPLAINTS AND COMMENTS TO LEXUS
- FORWARD TO A FRIEND OPPORTUNITIES
- PRIVACY
- INDEMNITY AND HOLD HARMLESS
- DISCLAIMER OF WARRANTIES
- LIMITATIONS OF LIABILITIES
- NO OFFER TO SELL OR LEASE
- MISCELLANEOUS
- DISPUTES/ARBITRATION
- CONTACT US

LAST UPDATED DATE APRIL 1, 2017

These Terms of Use (the "Terms") set forth the legally binding terms governing your access to and use of the Lexus family of Websites, Web pages, interactive features and applications, widgets, blogs and their respective contents related to the aforementioned websites, and, unless otherwise indicated, any other interactive content that links the Lexus family of websites, owned and/or operated by Lexus (as defined herein) (collectively, the "Sites"). The Sites are operated by Toyota Motor Sales, U.S.A., Inc. (hereinafter referred to as "Lexus"), and any materials on the Sites are owned by Lexus or its affiliated companies, or licensed by Lexus from third parties and posted on the Sites.

These Terms apply to all persons who visit any of the Sites ("Visitors"), regardless of the Visitor's level of participation. In these Terms, "you" and "your" refer to each Visitor and his or her agents (unless the context requires otherwise), and "we," "us" and "our" refer collectively to Lexus. These Terms explain our obligations to you, and your obligations to us in relation to the use of the Sites. By accessing and visiting any of the Sites you accept and agree to be bound by these Terms, any applicable Additional Terms (as defined below) and our [Privacy Policy](#).

PLEASE READ THESE TERMS CAREFULLY. THESE TERMS INCLUDE AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SITES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THE DISPUTES/ARBITRATION 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. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER. DO NOT ACCESS OR USE ANY OF THE SITES IF YOU DO NOT AGREE TO THESE TERMS IN THEIR ENTIRETY.

THE SITES ARE ONLY INTENDED FOR VIEWING IN THE CONTINENTAL UNITED STATES IF YOU ARE EIGHTEEN (18) YEARS OR OLDER AND NOT A MINOR IN YOUR STATE OF RESIDENCE. If you are not an intended viewer, kindly do not use or view any of the Sites.

We may at any time revise these Terms by updating these Terms. All revisions to these Terms are effective immediately when we post them and apply to use of the Sites thereafter. The "Last Updated Date" at the top of this Agreement will indicate when the latest modifications were made. To the fullest extent permitted under applicable law, your continued use of any of the Sites constitutes your agreement to any modified Terms, and you should therefore visit the Terms to review the current Terms from time to time. Furthermore, unless explicitly stated otherwise, any new features or services that augment or enhance the Sites in the future shall be considered part of the Sites and subject to these Terms. We reserve the right at any time and from time to time to interrupt, restrict, modify, suspend, discontinue, temporarily or permanently, any or all of the Sites (or any portion thereof), with or without notice to you, and you agree that Lexus shall not be liable to you or to any third-party for any modification, suspension or discontinuance of any or all of the Sites. Moreover, we may terminate these Terms for any or no reason, and with or without notice to you. Your rights under these Terms will terminate automatically without notice from us if you fail to comply with any provision of these Terms. Upon termination of these Terms, you shall cease all use of the Sites.

Certain features of the Sites may require you to download content, software and/or agree to additional terms and conditions, policies and disclaimers (collectively, "Additional Terms"), which are hereby incorporated by reference into these Terms unless expressly set forth otherwise in such Additional Terms. If there is a conflict between these Terms and any Additional Terms, the Additional Terms will control with respect to the specific feature.

NOTE THAT THESE TERMS APPLY ONLY TO THESE SITES; OTHER SITES PROVIDED BY LEXUS, OR PROVIDED BY LEXUS DEALERS, DEALER ASSOCIATIONS AND DISTRIBUTORS MAY HAVE SEPARATE TERMS AND CONDITIONS THAT APPLY TO THE USE OF THOSE SITES.

These Sites are for your personal, non-commercial use. Any other use of the Sites requires the prior written consent of Lexus.

[BUTTON]
DOWNLOAD LEGAL TERMS

DESCRIPTION OF THE SITES

The Sites contain information regarding Lexus and its products, services and promotional programs, including advertising, Lexus Trademarks (as defined below), pictures, information, digital images, featured articles, surveys, applications, contests and sweepstakes, and other content (collectively, "Content"), all of which is protected under copyright law and/or other federal and state laws. Content may be in the form of text, data, music, sound, graphics, images, pictures, photographs, videos, software or other forms now known or later invented.

The Lexus products and services described on the Sites contain uniquely American specifications and equipment and are offered only in the continental U.S.A. The promotional programs offered on the Sites are only available in the continental U.S.A. and may be limited to particular states as described by the terms of such programs.

SIGN UP TO RECEIVE INFORMATION; ACCOUNT REGISTRATION

You may opt-in to receive marketing materials from Lexus, including news and special event and new vehicle information. If you opt-in, you may be asked to provide your Personal Information (as defined below) to us so we can fulfill your request. It is completely voluntarily to opt-in to receive these materials.

You may also opt-out of receiving any marketing materials from Lexus at any time by clicking [here](#).

If you opt-in to receive information from Lexus, you may be required to provide your personally identifiable information, such as your name, address, phone number or e-mail address ("Personal Information"). Further, if you register on any of the Sites, you may be asked to provide additional information, including your Vehicle Identification Number. Please see our [Privacy Policy](#) for more information on how we protect your Personal Information.

If you opt-in to receive information from Lexus, you agree to provide true, accurate and complete information about yourself as prompted by the online or mobile forms. You may also have the opportunity to register for an account on the Sites ("Account") to access and use certain features of the Sites, including certain applications offered by Lexus and certain specially tailored products and services (e.g., for Lexus owners). If we have reasonable grounds (as determined by us in our sole discretion) to suspect that the Personal Information you provide for opt-in or registration purposes is untrue, inaccurate or incomplete, we have the right to refuse, with or without notice, any and all current or future requests you make through the Sites and/or to suspend or terminate your Account.

We shall have no liability associated with or arising from your failure to maintain accurate Personal Information in connection with your Account, including, but not limited to, your failure to receive critical information about Lexus and/or the Sites.

Your selection and use of an Account user name and password, and any other information required for security access and authentication purposes, are subject to these Terms. You agree not to share your user name, password and any security-related information with anyone. You are responsible for all use of your Account and for ensuring that access to and use of your Account complies fully with these Terms. You acknowledge and agree that any use of your Account through your user name, password and security information shall be deemed to be your actions which we may rely upon. You are solely responsible for protecting the confidentiality and security of your Account.

OWNERSHIP AND USE OF THE SITES

Lexus or its affiliates own all right, title and interest, and/or have a valid right to use and sublicense the Sites and all Content on the Sites, including, without limitation, all trademarks, service marks, logos and trade names used on the Sites (collectively, "Trademarks").

Lexus grants you a limited, non-exclusive, non-transferable, revocable right and license to access and use the Sites (including the Content and Mobile Services (as defined below) for your own personal non-commercial use, subject to your compliance with these Terms, including, without limitation, the restrictions on use of the Sites. Lexus may, in its sole discretion, suspend, discontinue or terminate this license to you at any time for any reason.

Lexus reserves the right at any time and from time to time to modify, suspend, discontinue or permanently cancel any or all of the Sites' operation, or portions thereof, with or without notice to you. You acknowledge and agree that Lexus will not be liable to you or any third party for any such modification, suspension, discontinuation or cancellation of any or all of the Sites' operation.

RESTRICTIONS ON ACCESSING AND USING THE SITES

As a condition to accessing and using the Sites in accordance with the license granted to you under these Terms, you agree to comply with the following rules:

- A. You may not copy, download, distribute (including, without limitation, forwarding to others), modify, publish, transmit, display, sell, license, use, reuse or create derivative works of any of the Content or other material displayed on the Sites, including, without limitation, any trademark of Lexus or its affiliated companies, for any purpose whatsoever without our written consent and/or the consent of any third party we deem necessary;
- B. You may not access or use any of the Sites in any way that could or is intended to damage or impair the operation of the Sites, or any Content of or material displayed on any of the Sites, or any server or network underlying the Sites, or in any way that interferes with anyone else's use and enjoyment of any of the Sites;
- C. You may not frame or use framing techniques to enclose any part of the Sites without Lexus' prior written consent;
- D. You may not access or use any of the Sites in any way that could or is intended to threaten, defame, abuse, assault, stalk, harass or otherwise violate the rights of any other person or entity, including, without limitation, their rights of privacy or publicity;
- E. You may not "spam" others or "phish" for, collect or store personal information about others;
- F. You may not access or attempt to access any data, information, system or servers on which the Sites are hosted or modify or alter the Sites in any way;
- G. You may not transmit or broadcast any commercial messages, text, photographs, video or audio content to or through any of the Sites; and/or
- H. You may not link or "deeplink" to, frame or otherwise reproduce any of the Sites without our prior consent, except that you may identify Lexus products by name or link to the Sites if you comply with the Guidelines for External Sites set forth below.

In addition, you agree to comply with all applicable laws, regulations and other legal requirements relating to your access to and use of the Sites.

You agree to immediately notify us if you suspect illegal, fraudulent or abusive activity, or any activity in violation of these Terms, including any unauthorized access to your Account. If you notify us or if we otherwise suspect such activity, you agree to cooperate with us in any investigation and to use any prevention measures we prescribe.

MOBILE SERVICES/APPLICATIONS AVAILABLE THROUGH THE SITES

If permitted or available through any feature or service on any of the Sites, you (a) upload content to any of the Sites or download content from any of the Sites via a mobile device, (b) receive and reply to messages from or on any of the Sites, or access or make posts using text messaging, (c) browse any of the Sites from your mobile device and/or (d) access certain features through a mobile application you have downloaded and installed on your mobile phone (collectively the "Mobile Services"), you must have a mobile communications subscription (or have the consent of the subscriber of such mobile device) for the necessary carrier services with a participating carrier or otherwise have access to a mobile

communications network through which Lexus makes the Mobile Services available. You are responsible for any and all service fees associated with any such mobile access, including text messaging charges for each text message you send and receive on your mobile device and all applicable data fees.

Your use of certain of the Mobile Services may incur charges and be subject to other terms from Lexus, which charges and other terms will be provided to you via separate terms and conditions for the applicable Mobile Services. For instance, all terms and conditions applicable to your use and download of the Lexus Enform® application may be found [here](#). Additionally, please check your wireless plan because your carrier's per-minute, text messaging, and data or other charges may apply. You must provide at your own expense the equipment and wireless connections needed for you to use the Mobile Services, and you are solely responsible for any costs you incur to access the Mobile Services. You should keep in mind that the use of the Mobile Services to send content to another person via e-mail or SMS (Short Message Service, or "text messaging") may result in wireless charges to both the sender and the receiver.

DOWNLOADS FROM THE SITES

When you download any Content from any of the Sites (a "Download"), you understand that it is owned by Lexus, its affiliates and/or licensors, as applicable, and is protected by intellectual property laws. Lexus hereby grants, and you hereby accept, a limited, non-exclusive, non-transferable, revocable right and license to download and use the object code version of the Download(s) on your own computer and/or mobile device that is compatible solely for your own personal non-commercial use. You acknowledge and agree that you may not reproduce, duplicate, modify, perform, transfer, post, distribute, sell, create derivative works of or otherwise use or make available the Download(s). No license is granted to you in the human readable code, known as the source code, of the content downloaded, and no rights are granted to you in any patents, copyrights, trade secrets, trademarks or any other rights in respect of the content of any Download(s). You may not depict any Downloads on any merchandise or products of any kind or otherwise use any Downloads for commercial purposes. You must provide all equipment and software necessary to connect to the Sites, including, but not limited to, a computer (with Internet access) that is in working order and suitable for use in connection with the Sites. You are responsible for ensuring that your equipment and/or software does not disturb or interfere with Lexus' operations or the Sites. See [Disclaimer of Warranties](#) and [Limitation of Liabilities](#) for details related to downloads from the Sites.

THIRD-PARTY PRODUCTS AND SERVICES AND LINKS

The Sites may contain links to other websites ("Third-Party Sites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties (the "Third-Party Applications, Software or Content"). Such Third-Party Sites and Third-Party Applications, Software or Content are not investigated, monitored or checked for accuracy, appropriateness, legality, timeliness, authenticity, reliability or completeness by us, and none of the Lexus Entities (as defined below) are responsible for any Third-Party Sites accessed through the Sites or any Third-Party Applications, Software or Content posted on, available through or installed from the Sites, including, without limitation, the content, accuracy, offensiveness, opinions, reliability, legality, privacy practices or other policies of or contained in the Third-Party Sites or the Third-Party Applications, Software or Content. Inclusion of, linking to or permitting the use or installation of any Third-Party Site or any Third-Party Applications, Software or Content does not imply approval or endorsement thereof by us (or any of the other Lexus Entities).

If you decide to leave any of the Sites and access the Third-Party Sites or to use or install any Third-Party Applications, Software or Content, you do so at your own risk, and you should be aware that, unless otherwise indicated, these Terms and any other Lexus terms and policies no longer govern. You should

review the applicable terms and policies, including privacy and data gathering practices, of any Third-Party Site and any Third-Party Applications, Software or Content to which you navigate from any of the Sites or relating to any applications you use or install from any of the Sites.

We may also make available or provide access to products, services or applications of third parties. Such products, services and applications shall be purchased and/or obtained directly from such third party. NO LEXUS ENTITY SHALL BE A PARTY TO, OR IN ANY WAY BE RESPONSIBLE FOR, ANY TRANSACTION CONCERNING PRODUCTS, SERVICES OR APPLICATIONS MADE AVAILABLE FROM SUCH THIRD PARTIES OR FOR ANY CONTENT OR INFORMATION PRESENTED IN CONNECTION WITH ANY PRODUCTS, SERVICES OR APPLICATIONS OF THIRD PARTIES. NO LEXUS ENTITY SHALL BE RESPONSIBLE FOR THE CONTENTS OF ANY WEBSITE OR MOBILE SITE LINKED TO THE SITES, AND THE FACT SUCH LINKS ARE PROVIDED ON THE SITES DOES NOT INDICATE OUR APPROVAL OR ENDORSEMENT OF ANY MATERIAL CONTAINED ON ANY LINKED WEBSITE OR MOBILE SITE. YOUR CONNECTION TO AND USE OF ANY SUCH LINKED WEBSITE OR MOBILE SITE IS AT YOUR OWN RISK.

Any Visitor including a link to the Sites or any Content or other information on any Third-Party Site or in any Third-Party Applications, Software or Content must follow the Guidelines for External Sites set forth herein.

If you would like to use Content or information or provide a link to any part of any of the Sites from any Third-Party Site or in any Third-Party Applications, Software or Content, you must read and agree to comply with the following guidelines and all applicable laws.

EXTERNAL THIRD-PARTY SITE USE OF LEXUS INFORMATION

Third-Party Sites must have prior written approval before using any text, trademarks, graphics, photographs or other materials or content from any Lexus source, such as any of the Sites, and other websites, brochures or other media operated or provided by any Lexus Entity.

Third-Party Sites and Third-Party Applications, Software or Content may use brand or model names in website text only to the extent reasonably necessary to identify Lexus products. Any other use of any Lexus Trademark is prohibited without prior written Lexus approval.

EXTERNAL THIRD-PARTY SITE NAMING GUIDELINES

Third-Party Sites and Third-Party Applications, Software or Content may not use a brand, product name or other confusingly similar word or group of letters in a domain name that is similar to any Trademark of Lexus and/or its affiliated companies without prior written Lexus approval.

NO MISREPRESENTATION

Third-Party Sites and Third-Party Applications, Software or Content must not in any way imply that Lexus is endorsing it or its products or services; must not misrepresent its relationship with Lexus; must not present false information about Lexus; must not be a website that infringes any intellectual property or other right of any person or that otherwise does not comply with all relevant laws and regulations; and must not be a website that contains content that could be construed as distasteful, offensive or controversial.

LINKING TO ANY OF THE SITES

Third-Party Sites and Third-Party Applications, Software or Content may not use links to any part of any of the Sites in any way that implies sponsorship by or affiliation with Lexus. Furthermore, when linking to any part of the Sites, the Third-Party Site and Third-Party Applications, Software or Content may not

appear as a frame within the applicable page(s) of the Sites that provides the link or appear in any way that makes the destination site appear to be content belonging to the site containing the link.

EXTERNAL THIRD-PARTY SITE DISCLAIMER

Any Third-Party Site and Third-Party Applications, Software or Content using Content, information from or linking to any part of the Sites must include a prominently displayed disclaimer on the homepage stating that such Third-Party Site is not authorized by or affiliated with Lexus.

USER CONTENT AND CONDUCT

Where applicable on the Sites you may be invited to post your own content ("User Content"), understand that all User Content is your sole responsibility. Though the Sites are designed to be a safe place to share such User Content, we cannot guarantee that other users and Visitors will not misuse the User Content that you share. If you have any User Content that you would like to keep confidential and/or do not want others to use (including, but not limited to, photos, images, videos, personal information, name, home address, telephone number, etc.), do not post it to the Sites. Under no circumstances will Lexus be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content or for any loss or damage of any kind incurred as a result of the use of any User Content posted, emailed or otherwise transmitted via the Sites. LEXUS IS NOT RESPONSIBLE FOR A USER'S OR VISITOR'S MISUSE OR MISAPPROPRIATION OF ANY USER CONTENT YOU POST TO THE SITES.

By posting any User Content at the Sites, you hereby grant Lexus a royalty-free, fully paid up, perpetual, irrevocable, non-exclusive and fully sublicensable right and license to use, reproduce, modify, adapt, publish, translate, combine with other works, create derivative works from, distribute, perform, edit and display such User Content (in whole or part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed. You specifically waive any "moral rights" in and to the User Content. The foregoing grant includes, without limitation, any copyrights and other intellectual property rights in and to your User Content. You represent and warrant that: you own the User Content posted by you on or through the Sites or otherwise have the right to grant the license set forth in this Section; and the posting of your User Content on or through the Sites does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person. You agree to pay for all royalties, fees and any other monies owing any person by reason of any User Content you posted to or through the Sites.

You acknowledge and agree that Lexus may preserve User Content and may also disclose User Content if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to: comply with legal process; enforce these Terms; respond to claims that any User Content violates the rights of third parties; or protect the rights, property or personal safety of Lexus, its customers, Visitors and the public. You understand that the technical processing and transmission of the Sites, including your User Content, may involve: transmissions over various networks; and changes to conform and adapt to technical requirements of connecting networks or devices.

You agree to each of the conditions in this Agreement and further agree that each of these conditions applies forever and broadly with regard to Lexus worldwide. Posting of User Content to or through the Sites, including ideas or disclosures of opinions, is voluntary on your part. No confidential or additional contractual relationship is established by your posting of User Content or is to be implied by our review or subsequent use of your User Content. Lexus shall not be liable for any disclosure of any User Content, including opinion(s) or suggestion(s), you post to or through the Sites. LEXUS SHALL BE ENTITLED TO UNRESTRICTED USE OF ANY USER CONTENT IT MAY RECEIVE FROM YOU AT OR THROUGH THE SITES, FOR ANY PURPOSE WHATSOEVER, COMMERCIAL OR OTHERWISE, WITHOUT COMPENSATION TO YOU AS PROVIDER OF THE USER CONTENT.

You agree that you will not use the Sites to:

1. upload, post, email or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise unlawful or objectionable (including, without limitation, nudity and depiction of drug use);
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited, to a representative of Lexus, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Sites;
5. upload, post, email or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
7. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, except in those areas that are designated for such purpose;
8. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, emulate, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Sites are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;

10. interfere with or disrupt the Sites or servers or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites;
11. "stalk" or otherwise harass another;
12. collect or store personal information or data about other Visitors or users of the Sites, or disclose another user's or Visitor's personal information or data to any third party;
13. solicit personal information or data from anyone under 18 years of age; and/or
14. "bot," "hack," "crack" or otherwise attempt to circumvent any access control, copyright protection or license-enforcement mechanisms associated with or related to the Sites.

You understand that by using the Sites, you may be exposed to User Content created by others that is offensive, indecent or objectionable. Lexus does not endorse or have control over what is posted as User Content. User Content is not reviewed by Lexus prior to posting and does not reflect the opinions or policies of Lexus. Lexus makes no representations or warranties, express or implied, as to the User Content or the accuracy and reliability of the User Content or any other material or information that you may access through the Sites. Lexus assumes no responsibility for monitoring the Sites for inappropriate submissions or conduct, but reserves the right to do so. If at any time Lexus chooses, in its sole discretion, to monitor the Sites, Lexus nonetheless assumes no responsibility for the User Content, has no obligation to modify or remove any inappropriate User Content, and has no responsibility for the conduct of the users or Visitors submitting any such User Content. Notwithstanding the foregoing, Lexus and its designees shall have the right to remove any User Content at any time, without notice and for any reason, including, but not limited to, content that violates this Agreement or is otherwise objectionable, in Lexus' sole discretion. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness or usefulness of such User Content. In this regard, you acknowledge that you may not rely on any User Content. Lexus may store User Content indefinitely. However, Lexus has no obligation to store User Content or make it available to you in the future.

You are solely responsible for your interactions with other Site's users and Visitors. Lexus reserves the right, but has no obligation, to monitor disputes between you and other Sites users and Visitors. Lexus reserves the right to terminate your access to the Sites if Lexus determines, in its sole discretion, that doing so is prudent.

You may submit reviews or other feedback on the Sites. Any comments, suggestions or feedback relating to the Sites (collectively "Feedback") submitted to Lexus shall become the property of Lexus. Lexus will not be required to treat any Feedback as confidential and will not be liable for any ideas (including without limitation, product, services, application, site or advertising ideas) and will not incur any liability as a result of any similarities that may appear in the Sites, or its operations or business, in the future. Without limitation, Lexus will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Feedback. You acknowledge that you are responsible for whatever material you submit, and you, not

Lexus, have full responsibility for the message, including its legality, reliability, appropriateness, originality and copyright.

COPYRIGHT AGENT

We respect the intellectual property of others, and we ask all Visitors to the Sites to do the same. If you are the owner of a United States copyright and you believe that your work has been copied on any of the Sites in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please contact and provide our Copyright Agent with the following information:

- A. a physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
- B. a description of the copyrighted work or other intellectual property that you claim has been infringed;
- C. a description of where the material that you claim is infringing is located on the Sites;
- D. your address, telephone number and e-mail address;
- E. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and~~or~~
- F. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By mail:

**COPYRIGHT AGENT
P.O. BOX 259001 - MAIL DROP E3-2D
PLANO, TX 75025-9001
UNITED STATES**

By phone:

[1-800-331-4331](tel:1-800-331-4331)

By facsimile:

[1-310-468-7814](tel:1-310-468-7814)

By e-mail via this link: [Click here](#)

OTHER COMPLAINTS AND COMMENTS TO LEXUS

Communication to Lexus with respect to any product or service complaint should be directed to the applicable Lexus dealer or to Lexus' Customer Assistance Center at [1-800-25-LEXUS](tel:1-800-25-LEXUS), and not through the

Sites. Please do not submit ideas or suggestions regarding current or future Lexus products, promotions or advertising. For legal reasons, we do not accept such unsolicited ideas or suggestions.

FORWARD TO A FRIEND OPPORTUNITIES

You may forward information from any of the Sites to another individual person (a "Friend"), including via an e-mail originating from any of the Sites. We may request that you submit information about your Friends, including, without limitation, e-mail addresses, social networks, including, but not limited to, Facebook and Twitter, and their personal names so that they may receive the information you request to be sent to them. We will use and store any such information or Personal Information that we collect from you about a Friend only to the extent necessary to carry out your request, and we will not use any such information for any other purpose unless the Friend consents to the use for such other purpose. We reserve the right to limit the number of Friends you can submit or to limit the number of transmissions to any particular Friends from time to time. You may not withdraw the contact information you provide for a Friend once it has been submitted. The contact information for a Friend must be valid and functioning in order for us to contact him or her with the information you have requested that we send to your Friend. We will not be responsible for validating your Friend's contact information you provide. We may elect NOT to communicate with any e-mail address if it appears to be on any of our "do not contact" or "do not e-mail" lists, but are not required to make such an election. Moreover, we will not communicate with any Friend via text message unless your Friend opts-in to receive text messages from Lexus. In addition, we reserve the right to reject any request you make to forward to a Friend or e-mail a Friend if (a) the contact information provided by you is incorrect or not valid, or (b) we determine in our sole discretion that the participation of such individual might be harmful to us, the Sites, any Service or any third party for any reason. We specifically disclaim any liability for exercising such right.

PRIVACY

You should review our [Privacy Policy](#) for an explanation of our collection and use of personal information and our tracking and targeting of your actions on and/or through the Sites before further using the Sites as you will be bound by the terms of such Privacy Policy, which is incorporated herein by reference.

Lexus Enform® Connected Vehicle Services

Your vehicle may be equipped with Connected Vehicle Services technology that electronically transmits Vehicle Data to Lexus. These Services are called Lexus Enform®. You should review our Connected Vehicle Services Privacy and Protection Notice at www.lexus.com/privacyvts for an explanation of our collection and use of your Vehicle Data and Personal Information for Lexus Enform®.

INDEMNITY AND HOLD HARMLESS

You agree to defend, indemnify and hold harmless Lexus and its parent, subsidiaries and affiliates and their respective distributors, dealers, dealer associations and advertising and promotions agencies, licensors and contractors, together with each of their respective employees, agents, directors, officers and shareholders (collectively, "Lexus Entities," each a "Lexus Entity"), from and against all the liabilities, claims, damages and expenses (including reasonable attorneys' fees and costs) arising out of your use of the Sites, your breach or alleged breach of any of these Terms, or your breach or alleged

violation of the patent, copyright, trademark, proprietary or other rights of third parties with respect to any User Content you post to the Site.

DISCLAIMER OF WARRANTIES

You understand and agree that your use of the Sites, any services of the Sites, and any downloads is solely at your own risk and that you will be solely responsible for any damage to your mobile device or computer or any other equipment or loss of data that may result from your use of the Sites.

The Sites and the Content are provided on an "AS IS" and "AS AVAILABLE" basis without any warranty of any kind, expressed, implied or statutory. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

Lexus makes no warranties that the Sites or any Content or other material obtained through herein will meet your requirements, or that the Sites will be uninterrupted, timely, secure, non-infringing or error-free. You understand and agree that you are responsible for any and all charges, costs and/or expenses for access to or use of the Sites, including any Mobile Services. No advice or information, whether oral or written, obtained by you from us or through the Sites shall create any warranty not expressly made herein. You may not rely on any such information or advice. To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you. We assume no liability or responsibility for any performance degradation, interruption or delays of any of the Sites or errors or omissions in any Content or other materials on or through the Sites. We do not make any warranty or representation that your use of the material displayed on, or obtained through, the Sites is non-infringing of any rights of any third party.

Any decision or action taken by you on the basis of information or content provided on the Sites is at your sole discretion and risk. We are not responsible or liable for any such decision or for the accuracy, completeness, usefulness or availability of any content displayed, transmitted or otherwise made available on the Sites.

LIMITATIONS OF LIABILITIES

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE THAT THE ENTIRE LIABILITY OF ANY LEXUS ENTITY 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 SERVICE PROVIDED UNDER THESE TERMS OF USE AND/OR FOR ANY BREACH OF THESE TERMS, IS SOLELY LIMITED TO THE AMOUNT OF FIFTY CENTS (\$0.50). THE FORGOING LIMITATIONS OF LIABILITY ARE NOT APPLICABLE TO RESIDENTS OF NEW JERSEY. WITH RESPECT TO RESIDENTS OF NEW JERSEY, YOU AGREE THAT THE LIABILITY OF ANY LEXUS ENTITY OR ANY THIRD PERSON SHALL BE LIMITED TO FIFTY CENTS (\$0.50) UNLESS SUCH LIABILITY IS THE RESULT OF OUR NEGLIGENT OR RECKLESS ACTS OR AMISSIONS.

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, NO LEXUS ENTITY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES.

NO OFFER TO SELL OR LEASE

All of the information contained in the Sites is for informational purposes only, and in no way constitutes an offer to enter into any transaction for a Lexus vehicle or other Lexus product or service. The purchase of any Lexus vehicle shall be subject to the terms and conditions of the applicable sale, lease or retail installment contract. Any MSRP (Manufacturer's Suggested Retail Price) listed on any of the Sites are in U.S. dollars only and exclude tax, title, license and registration. Actual dealer price may vary. The Sites shall not be used or relied upon by you as a substitute for information that is available to you from an authorized Lexus automobile or parts dealer.

MISCELLANEOUS

- A. Notices and Announcements: Except as expressly provided otherwise herein, all notices to Lexus shall be in writing and delivered via overnight courier or certified mail, return receipt requested to:

LEXUS

P.O. BOX 259001 - MAIL DROP E3-2D

PLANO, TX 75025-9001

UNITED STATES

- B. Severability: If any provision of these Terms are unlawful, void or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.
- C. Applicable Law: These Terms and any disputes arising under or related to these Terms will be governed by the laws of the State of Texas without reference to its conflict of law principles.
- D. Entire Agreement: These Terms constitute the entire, complete and exclusive agreement between you and us regarding the Sites and supersedes all prior agreements and understandings with respect to the subject matter of these Terms.
- E. Waiver: The remedies of Lexus set forth in these Terms shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. Any failure by us, at any time or from time to time, to enforce any of our rights under these Terms shall not constitute a waiver of such right.

DISPUTES/ARBITRATION

PLEASE READ THIS PROVISION CAREFULLY. IT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SITES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. 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. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

It is Lexus' goal that the Sites meet your expectations and that you are satisfied. However, there may be instances when you have a problem or dispute that needs special attention. In those instances, Lexus is committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your issue. Therefore, for any problem or dispute that you may have with Lexus, you acknowledge and agree that you will first give Lexus an opportunity to resolve your problem or dispute. This includes you first sending a written description of your problem or dispute to Lexus, a division of Toyota Motor

Sales, U.S.A, Inc., c/o Toyota Motor Sales, U.S.A., Inc., Toyota Customer Assistance Center, P.O. Box 259001 – Web Services, Plano, TX 75025-9001. You then agree to negotiate with Lexus in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after Lexus' receipt of your written description of it, you agree to the further dispute resolution provisions below.

You agree that 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 any of the Sites and these Terms shall be final and binding arbitration except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any of the Lexus Entities or any third-party 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 the Lexus Entities and/or the applicable third party(ies) either in court or from an arbitrator. You and we acknowledge that the Agreement affects interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under the Agreement (despite any other choice of law provision). To the extent that the Federal Arbitration Act and federal arbitration law do not supply substantive law necessary for the resolution of any disputes or claims, the laws of the State of Texas shall apply except that Texas laws concerning choice of law or conflict of laws 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 of arbitration, confirmation of the award and judgment enforcement, the laws of the State of Texas shall apply except that Texas laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply.

Arbitration under this Agreement shall be conducted by the American Arbitration Association ("AAA"). The arbitration shall be administered by AAA pursuant to its Consumer Arbitration Rules. If the arbitration results in an award, then judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You and we agree to pay our own fees, costs and expenses, including those for any attorneys, experts and witnesses. You agree that any claim for or award of attorneys' fees, including such claim or award pursuant of Chapter 38 of Texas Civil Practice and Remedies Code, is waived. An arbitrator may award on an individual basis any relief. As a limited exception to the agreement to arbitrate, you and we agree that you may take claims to small claims court if your claims qualify for hearing by such court.

To the fullest extent permitted by applicable law, NO ARBITRATION OR OTHER CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER VISITOR OF THE SITES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In the event that this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction and not in arbitration.

WE BOTH AGREE THAT, WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, YOU AND LEXUS BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN US.

In no event shall any claim, action or proceeding by you related in any way to this Agreement be instituted more than two (2) years after the cause of action arose. The immediately foregoing limitation does not apply to New

Jersey residents.

CONTACT US

If you have any questions, complaints or claims about any of the Sites, or if you are having any technical difficulties with any of the Sites, please [e-mail](#) or call us at [1-800-25-LEXUS](tel:1-800-25-LEXUS).