

Jaguar Land Rover

End User Licence Agreement and Privacy Policy for Jaguar InControl Apps

Version: 2.0

Last modified: 4th April 2016

By downloading the InControl Apps Applauncher Application You acknowledge and agree to the terms and conditions of this End User Licence Agreement. In particular Your attention is drawn to the “Disclaimer of warranties” section.

1. About this End User Licence Agreement

- 1.1. This End User Licence Agreement is a contract between Jaguar Land Rover Limited (“JLR”, “We”, “Us”) and you, the user of Jaguar InControl Apps (“You”).
- 1.2. We are a company incorporated and registered in England and Wales with company number 1672070 whose registered office is Abbey Road, Whitley, Coventry, CV3 4LF. Our VAT number is GB 927 1532 28.
- 1.3. This End User Licence Agreement also applies to any update, upgrade or addition to Jaguar InControl Apps that We make available to You at any time, unless We inform You that such update, upgrade or addition is governed by a separate licence agreement.
- 1.4. Your only right to use Jaguar InControl Apps is under the terms and conditions of this End User Licence Agreement and it is Our intention that You are legally bound by them. For Your own benefit and protection please read this End User Licence Agreement carefully and keep a copy for Your future reference.
- 1.5. This End User Licence Agreement does not affect consumer rights You may have granted by law.
- 1.6. If You have any questions about this End User Licence Agreement, please contact Jaguar Land Rover Limited’s Customer Services Team (contact details can be found at the address set on in 1.2 above).

2. Your permission to use Jaguar InControl Apps

- 2.1. We grant You permission to use Jaguar InControl Apps on any compatible smartphone that you own or control and, in the event that You choose to use Jaguar InControl Apps in connection with Your Jaguar vehicle, we also grant You permission to use Jaguar InControl Apps in connection with Your Jaguar vehicle, subject to the following conditions:
 - 2.1.1. You must only use Jaguar InControl Apps for personal use;
 - 2.1.2. You are not permitted to use Jaguar InControl Apps for any commercial purposes. For example, You are not permitted to copy or distribute Jaguar InControl Apps or otherwise make Jaguar InControl Apps available to third parties (including selling, renting, leasing, loaning or sublicensing);
 - 2.1.3. You are not entitled to modify, reverse engineer, decompile or disassemble the software code of Jaguar InControl Apps in any way (except for open source software components or to the extent permitted by applicable law);

- 2.1.4. You must take care not to do anything that could harm Jaguar InControl Apps or any related equipment or computer systems;
- 2.1.5. You must comply with all App-store terms of service which apply to Your download of Jaguar InControl Apps;
- 2.1.6. You must not use Jaguar InControl Apps in any ways which contravene applicable laws. For example, You are responsible for observing all laws and regulations relating to use of Your smartphone in a vehicle and, in particular, You must not use Your smartphone while driving.
- 2.2. We may terminate or suspend Your permission under this End User Licence Agreement in accordance with clause 8 if You do not comply with any of the above conditions.

3. What You will need to use Jaguar InControl Apps

- 3.1. In order to use Jaguar InControl Apps You will need to make sure You have a smartphone which is compatible with Jaguar InControl Apps and which has an existing data connection. We are not responsible for providing data connection services or for any data connection costs You incur in using Jaguar InControl Apps.
- 3.2. If you choose to use Jaguar InControl Apps in connection with Your Jaguar vehicle, you must:
 - 3.2.1. have a Jaguar vehicle which has the necessary equipment and systems installed. Please refer to Your vehicle documentation for further details of what is required; and
 - 3.2.2. follow the steps set out in Your vehicle documentation in order to connect Jaguar InControl Apps to Your vehicle.

4. Access to Third Party Materials

- 4.1. It is intended that Jaguar InControl Apps will make certain third party applications, websites and services (referred to as "Third Party Materials") available to You. We have selected the Third Party Materials because We think they will be of interest to Our customers, but please be aware that Third Party Materials are not provided by Us and are provided by third parties over whom We have no control.
- 4.2. We cannot guarantee the accuracy, quality, performance, availability, completeness, reliability, decency and/or legality of any Third Party Materials, nor that they will be error free or up-to-date. Please be aware that the ability to view Third Party Materials or Jaguar InControl Apps on Your vehicle and the choice of Third Party Materials available to view on Your vehicle may be subject to change from time to time.
- 4.3. Third Party Materials are subject to the relevant third party's terms and conditions and privacy policies which are separate to this End User Licence Agreement. You will need to read and accept them in order to use the Third Party Materials.
- 4.4. We are not responsible for any arrangements or agreements made between You and the relevant third party and they are entered into at Your sole risk and expense. For example, You are responsible for payment of any charges for Third Party Materials that You choose to download and use.
- 4.5. We reserve the right to change, suspend, remove, or disable access to any Third Party Materials via Jaguar InControl Apps at any time without notice.

5. App-store Operator

- 5.1. The App-store operator and its associated companies are not a party to this End User Licence Agreement and have no responsibility under it.
- 5.2. You acknowledge that:
 - 5.2.1. the App-store operator shall not be responsible for responding to any product claim relating to Jaguar InControl Apps, including but not limited to: (i) claims related to the performance of Jaguar InControl Apps or compliance with applicable legal or regulatory requirements; (ii) claims resulting from an infringement of a third party intellectual property right; and (iii) product liability claims; and
 - 5.2.2. the App-store operator has no obligation whatsoever to provide any maintenance and support services with respect to Jaguar InControl Apps.
- 5.3. You further acknowledge that the App-store operator and its associated companies are third party beneficiaries to this End User Licence Agreement and that, upon your acceptance of this End User Licence Agreement, the App-store operator will have the right (and will be deemed to have the right) to enforce this End User Licence Agreement against You.

6. Ownership

- 6.1. Unless otherwise stated, the copyright and all other intellectual property rights in and relating to Jaguar InControl Apps are owned or licensed by Us or Our group companies.
- 6.2. Some of the software components used in Jaguar InControl Apps are open source software and these are owned by third parties. Details of such open source software components and the third party licence terms and conditions that apply to them can be found in the "About" section of Jaguar InControl Apps.

7. Disclaimer of warranty

- 7.1. You acknowledge that, whilst You may have to pay third parties for the use of Third Party Materials (Your use of which are governed by Your licence agreement with that third party), Jaguar InControl Apps is provided to You by Us free of charge. Accordingly Jaguar InControl Apps is provided to You on an "as is" basis. We give no express warranties, guarantees or conditions in relation to Jaguar InControl Apps. To the extent permitted under Your local laws, We exclude any implied warranties and conditions in relation to Jaguar InControl Apps.
- 7.2. Without limiting clause 7.1, clause 7.1 means, in particular, that:
 - 7.2.1. We do not guarantee that Jaguar InControl Apps will be available all the time or at any specific time;
 - 7.2.2. We do not guarantee that Jaguar InControl Apps will be compatible with Your smartphone or will operate correctly with any other software on Your smartphone.
 - 7.2.3. We are not responsible for the security or integrity of any data transmitted or received via the internet or wireless communication networks when using Jaguar InControl Apps;

7.2.4. We are not, unless required by your local law, responsible for any losses, costs, damages, injuries accidents or claims suffered by You, another individual or any other third party arising out of or in connection with any Third Party Materials as your use of such Third Party Materials is governed by the licence agreement in place between you and the relevant third party provider.

8. Ending Your use of Jaguar InControl Apps

- 8.1. You are free to stop using Jaguar InControl Apps at any time.
- 8.2. Please note, because We provide Jaguar InControl Apps immediately upon Your download request, You will not be permitted to cancel this contract under any consumer rights relating to distance selling (for example, the Consumer Protection (Distance Selling) Regulations 2000).
- 8.3. We may terminate or suspend Your use of Jaguar InControl Apps and/or Your access to any Third Party Materials via Jaguar InControl Apps without notifying You if in Our reasonable opinion there has been a serious failure by You to comply with Your responsibilities under this End User Licence Agreement (for example misuse of Jaguar InControl Apps and/or any Third Party Materials or fraud). If We terminate Your use of Jaguar InControl Apps, We may delete all records and data relating to You without liability to You.
- 8.4. We may in Our discretion discontinue or modify Jaguar InControl Apps at any time.

9. Privacy Policy and Use of information by Jaguar InControl Apps

- 9.1. We take Your privacy very seriously and We comply with the relevant provisions of data protection legislation. We will use any information given to Us by You or collected by Us during Your use of Jaguar InControl Apps only in accordance with this End User Licence Agreement.
- 9.2. When You use Jaguar InControl Apps, the following types of information may be transferred to Us and/or technology partners:
 - 9.2.1. technical data and related information about usage of Jaguar InControl Apps and Third Party Materials (including technical data about Your device), this technical data will only be used to enable product support and other services related to Jaguar InControl Apps;
 - 9.2.2. data about the duration of use of individual functions of Jaguar InControl Apps and Third Party Materials and the version of Jaguar InControl Apps and/or Third Party Materials being used. This will be used for the purpose of statistical analysis about the use of Jaguar InControl Apps and/or Third Party Materials;
 - 9.2.3. certain types of vehicle data are shared directly from your vehicle for the Third Party Materials to use in order to provide their features and/or services . Further details about the categories of vehicle data that an individual application may use will be provided within the terms and conditions and privacy statement of each application using vehicle data;
 - 9.2.4. device data requested by the Jaguar InControl Apps (such as the device's contacts, calendar, music, phone locked or unlocked status) so as to allow associated functionalities to be displayed in your vehicle. This data is not accessed or used for any other purposes.

- 9.3. All such information transferred to Third Party Materials from Us is assigned a randomly generated ID and is anonymised so that it cannot be traced back to the owner or user of the smartphone or to the individual user of Jaguar InControl Apps and/or the Third Party Materials.
- 9.4. Please be aware that We may record telephone calls You make to Our call centres for training, audit and quality purposes.

10. General

- 10.1. Sometimes, because of changes to Our business, changes in the law or Our arrangements with third parties, We may have to make changes to this End User Licence Agreement. You can see when changes have been made by checking the version and date on which they were last modified indicated at the start of this End User Licence Agreement. We will not notify You individually of any changes in this End User Licence Agreement. It is therefore important that You check these Terms and Conditions regularly and in particular on each occasion when You download Jaguar InControl Apps.
- 10.2. This End User Licence Agreement is a contract between You and Us and forms the entire agreement between You and Us. Subject to the rights of the App-store operator contained in clause 5.3 above, no-one except You and Us has any right to enforce the terms and conditions of this End User Licence Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 10.3. You may not transfer any or all of the rights granted to You under this End User Licence Agreement to any other person.
- 10.4. We may transfer any of Our rights or obligations arising under this End User Licence Agreement at any time, provided such transfer does not adversely affect Your rights under this End User Licence Agreement. For example, such a transfer may occur if there is a future sale or reorganisation of Our business.
- 10.5. In the event that any provision or part of this End User Licence Agreement should be or become invalid, the other provisions and parts of this End User Licence Agreement shall still apply.
- 10.6. All communications between You and Us in connection with this End User Licence Agreement will be conducted in the English language.
- 10.7. Any communications We send to You individually in connection with this End User Licence Agreement will be sent to the most recent e-mail address or postal address provided to Us by You.
- 10.8. If You downloaded Jaguar InControl Apps in the United Kingdom, English law applies to this End User Licence Agreement. If any disputes arise between You and Us in relation to this End User Licence Agreement and You want to take court proceedings, You must do so in the English courts unless You reside in Scotland, Wales or Northern Ireland, in which case You may do so in the courts of the country in which You reside.
- 10.9. If You downloaded Jaguar InControl Apps outside of the United Kingdom, the laws of that country apply. If any disputes arise between You and Us in relation to this End User Licence Agreement and You want to take court proceeding, You may do so in the courts of the country in which You reside.
- 10.10. You may have rights under the laws of Your country and this End User Licence Agreement shall not change those rights unless such laws permit this.