

**TOYOTA CANADA INC.**  
**APPLICATION LICENSE AGREEMENT**  
**Effective as of August 4, 2020**

These Application Terms (the “App Terms”) set forth the legally binding terms governing your access to and use of the Lexus Application and its related services and content (the “App”). The App is operated and owned, or licensed from third parties, by Lexus, a Division of Toyota Canada Inc. or its affiliated companies (hereinafter referred to as “Lexus,” “we,” “us” or “our”).

PLEASE CAREFULLY READ THESE APP TERMS BEFORE ACTIVATING, REGISTERING FOR, OR OTHERWISE USING THE APP. IF YOU DO NOT AGREE WITH THESE APP TERMS, INCLUDING THE INFORMATION COLLECTED, USED, TRANSMITTED OR RETAINED BY THIS APP, DO NOT ACTIVATE, REGISTER FOR OR OTHERWISE USE THE APP. IT IS YOUR RESPONSIBILITY TO ADVISE YOUR VEHICLE’S OCCUPANTS AND ANYONE USING THE APP IN YOUR VEHICLE THAT THEY ARE BOUND BY THESE APP TERMS.

Your use of the App is also governed by our [Privacy Policy](https://www.lexus.ca/lexus/en/privacy) (<https://www.lexus.ca/lexus/en/privacy>), as well as our Lexus Enform [Terms and Conditions](https://www.lexus.ca/enform-privacy) (also accessible in the Agreement section of <https://www.lexus.ca/enform-privacy>), each of which is incorporated in these App Terms with this reference. By accepting these App Terms, you automatically agree to the [Privacy Policy](#) and Lexus Enform [Terms and Conditions](#) which include, among other things, restrictions on accessing and using our services, Disclaimers of Warranties, Limitations on our Liability, and information on how we collect, use, transmit or retain data about you and/or your use of the App. PLEASE NOTE THAT THE LEXUS ENFORM [TERMS AND CONDITIONS](#) ALSO CONTAIN TO THE FULLEST EXTENT PERMITTED BY LAW: (A) AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SERVICES (INCLUDING THE APP) TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT; (B) A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION; AND (C) A WAIVER OF THE RIGHT TO BRING DISPUTES BEFORE A JURY.

**A. Description of the App.** This App allows you to access and use a variety of third party applications with various information and infotainment services all within one application via the compatible multi-media system in your Lexus Vehicle through the available Bluetooth connection to your mobile device. These services and this App comprise and are a part of the “Services,” as defined in the Lexus Enform [Terms and Conditions](#). The App is available through your Device (as defined below) when it is within the operating range of a wireless carrier and through your Lexus Vehicle’s compatible multimedia system when the Vehicle is turned on. The App is subject to transmission limitation or interruption. Lexus does not guarantee that the App (or any portion thereof) will be available at all times and/or in all areas. You acknowledge and agree that Lexus is not responsible for performance degradation, interruption or delays. You acknowledge that Lexus shall not be liable to you if the App in a given location is not available. If the App is not available within your intended location, you agree that your sole remedy shall be to cease using the App and cancel your registration.

**B. Scope of License.** As noted in the Legal Terms, you understand and agree that the App is licensed, not sold, to you. We reserve all rights not expressly granted to you. Lexus and/or its licensors own, or have the right to license, the App and all underlying content, information, applications, and intellectual property. This license is limited to a non-transferable license to use the App only on the applicable mobile device that you own or control (e.g., iPhone, iPad, Android device), in accordance with these App Terms, and, as applicable, Google Inc.’s (“Google”) “Android Market Terms of Service” (<http://www.google.com/mobile/android/market-tos.html>) or the Usage Rules set forth in the Apple Inc. (“Apple”) “App Store Terms of Service”, except that the App may be accessed and used by other accounts associated with you via Family Sharing (as defined by Apple) or volume purchasing (<https://www.apple.com/ca/legal/internet-services/itunes/ca/terms.html>). This license is between Lexus and you (and not Apple or Google) and is effective until terminated by Lexus or by you. As between Lexus and Apple, Lexus is responsible for the App and the content therein, not Apple. This license does not allow you to distribute

or make the App available over a network where it could be used by multiple devices at the same time. As between Lexus and Apple, Lexus is solely responsible for providing any maintenance and support Services with respect to the App as specified in these App Terms, or as required under applicable law; we and you both acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support Services with respect to the App.

**C. Changes to these App Terms, the App or Services.** We may change, modify, upgrade or update these App Terms, the App or Services (including, without limitation, the App features, availability or terms related to the use of third party applications, etc.), from time to time. If you use the App after the update/upgrade in the App or change(s) to these App Terms, you agree to such change(s) and its applicability to you. Unless explicitly stated otherwise, any new features or services that augment or enhance the App in the future shall be considered part of the App and subject to these App Terms. We reserve the right at any time and from time to time to interrupt, restrict, modify, suspend, discontinue, temporarily or permanently, the App (or any portion thereof), including any third party application, with or without notice to you, and you agree that Lexus shall not be liable to you or to any third party for any such action.

**D. Eligibility, Installation and Use.**

1. **Eligibility.** The App is intended for and available to individuals (i) who are of legal age of majority in their jurisdiction of residence (and at least 18 years of age); (ii) who own or have a compatible mobile device (each, a "Device"); and (iii) who own or have a compatible Lexus Vehicle. We do not knowingly collect any information, including personal information, from children under 13. If we learn that we have collected the personal information of a child under 13 we will take steps to delete the information as soon as possible.
2. **Installation/Uninstalling.** You may install the App on your compatible mobile device by following the installation instructions available from the App Store, or Google Play. To uninstall the App from your mobile device, follow the directions within the instruction guide for your Device. If you uninstall the App from your Device, you will not be able to use the App via your Lexus Vehicle's multimedia system.
3. **Use of third party applications within the App.** In order to use any of the applications within the App, you may need to register/have an account with the applicable third party application provider ("Third Party Service Provider"), and agree to any terms and conditions of that application provider. Any use of any of the third party applications within the App is subject to these App Terms and the terms and conditions and privacy policies of the applicable application provider, which you agree to comply with. Lexus has no control over any third party application available through the App, and is not responsible or liable for the availability, security, content or resources provided through any of the third party applications within the App. The inclusion of a third party application does not imply a referral by Lexus to, or an endorsement by Lexus of, the third party application, the Third Party Service Provider or any products or Services of the third party, or other materials on or available from such third party application. The Lexus Parties (as defined below) are not liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with your use of such content, information, products, goods or Services available on or through any third party application, and you agree to hold the Lexus Parties (as defined below) harmless from any and all content, information, products, goods or services received from, or provided to, any of the third party applications.
4. **Unauthorized Use of the App.** You are responsible for your use of the App and of anyone else using the App on your Device or under your credentials (your username, password, etc.). You acknowledge and agree that any use of the App occurring through your installed App shall be deemed to be your actions and that the Lexus Parties (as defined below) may rely upon such actions. You are solely responsible for protecting the security of the installed App.
5. **Updates to the App.** The App may require updates from time to time for certain reasons, including, without limitation, to increase App functionality, to patch or improve App stability, new versions and the like (collectively, "Updates"). By opting in for the automatic update feature on your device, you agree to such automatically requested and received remote Updates, and that such Updates are subject to these App

Terms. You may withdraw consent from the automatic Updates at any time by changing your device settings.

6. **Restrictions.** As a condition of using the App, you agree not to:
- (i) Copy, download, distribute, modify, publish, sell, license, use, reuse, or create derivative works of the Appl or any of the content or other material within the App, including without limitation, the Lexus name, logos, and any other trademark of the Lexus Parties (as defined below), or those of any of the applications within the App, except solely to use the Appl in accordance with its instructions;
  - (ii) Access or use this App in any way that could or is intended to damage or impair the operation of this Appl, or any content of or material displayed in this App, or any server or network underlying this App, or interferes with anyone else's use and enjoyment of this App;
  - (iii) Access or attempt to access any data, information, system, or servers on which this App is hosted or modify or alter this Appl in any way;
  - (iv) Use the Application for any commercial or unlawful purpose, or in violation of any third party rights;
  - (v) Use the App in violation of these App Terms including, without limitation, any of the restrictions set forth in the Lexus Enform [Terms and Conditions](#).
  - (vi) Use the App in violation of any applicable traffic regulations and driver distraction laws, rules and regulations.

We reserve the absolute right to suspend or terminate your access to and/or use of the App for actual or suspected violation of these App Terms.

#### **E. Information Collection, Use, Transmission and Storage of Data.**

1. **Information Collected and Transmitted via the App.** You acknowledge that, once your Device is paired via Bluetooth to the multimedia system, your Lexus Vehicle automatically and remotely transmits multimedia system usage data to Lexus without notification to you. This data includes, but is not limited to, vehicle hardware information, location, mobile phone information, applications accessed and commands pressed which may include or constitute personal information. This data is used to operate the Service, for internal research and product development, and to improve products and services. Such data is held while you are subscribed to the App and for a period of 4 years after. Further details regarding collection and use of your personal information and vehicle data are provided at <https://www.lexus.ca/enform-privacy>. The Vehicle's multimedia system operates as a display monitor only, and the data you see is obtained from your Device. Please see Section 4 below for Vehicle Travel Information.
2. **Information Storage.** Depending on the type of multimedia system you have in your Lexus Vehicle, certain information may be stored for ease of use of the App via the Lexus Vehicle's multimedia system (e.g., search history, location history in certain applications, previous and saved destinations (entered via your use of the GPS functionality of the Lexus Vehicle's multimedia system), map locations within certain applications, and device numbers that are called via the Lexus Vehicle's multimedia's Bluetooth connection).
3. **Third Party Applications.** You acknowledge that you have registered with the Third Party Services Providers of any of the third party applications that you use within the App, and that you have agreed to such third party applications' applicable terms of use and privacy policies. You acknowledge that any collection, use, and disclosure of your information by any of the applicable Third Party Service Providers, any targeted advertising practices conducted by such Third Party Service Providers, and your use of the third party applications accessible and/or found within the App, shall be subject to that Third Party Service Provider's terms and conditions and privacy policy, as applicable.
4. **Vehicle Travel Information.** You acknowledge that your Vehicle is equipped with a traffic feature. The traffic feature will automatically collect and transmit, through GPS technology, your Vehicle's current location (longitude and latitude), travel direction and speed ("Vehicle Travel Information") to Lexus, including Third

Party Service Providers. Except with your prior consent, the Vehicle Travel Information is used by Third Party Service Provider's to provide real time traffic information to you..

5. Vehicle Destination Information. You acknowledge that your Vehicle is equipped with a destination feature that shares data between the Vehicle navigation system and your Device. If your Device is paired and contains the Scout GPS mobile application, (not available for use with all Vehicles), the destination feature will automatically collect and transmit, through GPS technology, your Vehicle's current location and final destination (longitude and latitude) which may constitute personal information to the Scout GPS mobile application if you have not yet arrived at that final destination... Except with your prior consent no data is shared if the Scout GPS application is not present on your Device, or the final destination was already reached.
6. User Voice Commands. You acknowledge and understand that Lexus, including Third Party Service Providers, may record and retain user voice commands once you've initiated contact with the App. Except with your prior consent, your personal information (location and any personal information you share in a voice command) will not be associated with such voice command recordings. You agree to notify any occupants of your Vehicle of this License Agreement that governs User Voice Commands. Therefore, for yourself, your Vehicle's occupants and anyone using the App in your Vehicle, you consent to all such recording and retention of voice commands and release Lexus and third-party beneficiaries from claims, liabilities and losses that may result from any such recorded voice commands.
7. Security of Device/Vehicle. You understand that the uploading of information to your Device and/or your Lexus Vehicle's multimedia system in connection with this application is at your own risk and that Lexus is not responsible for unauthorized access to or use of any personal or other information. All information uploaded to the App may be stored on your Device (and/or your Lexus Vehicle's multimedia system as described herein) and you understand that the security and safety of your Device and your Lexus Vehicle's multimedia system is your sole responsibility.

## **F. Registration and Account Management.**

1. Registration. You must register an account to have the complete functionality of the App on your mobile device and/or Lexus Vehicle multimedia system. During registration, you will need to provide your name, email address, and Vehicle identification number ("VIN"). This information is collected to complete the registration process, to create your account, and to ensure that your Vehicle is compatible for use of the App via the Lexus Vehicle's multimedia system. If you register, you agree to (a) provide true, accurate, current and complete information about yourself as prompted by the app, and (b) as permitted, maintain and promptly update such information to keep it true, accurate, current and complete. If you provide any information to Lexus that is false, inaccurate, outdated or incomplete, or if Lexus has reasonable grounds to suspect that such information is false, inaccurate, outdated or incomplete, Lexus has the right to suspend or terminate your account and to prohibit any and all current or future use of the App (or any portion thereof) by you.
2. Account Password. If you register an account for use of the App, you will create a password while completing the registration process. You are responsible for maintaining the confidentiality of the password and account and other account or service codes issued to you, and are fully responsible for all activities that occur under your password or account. You agree not to use the account or password of another registered user without permission or to disclose your password to any third party. You agree to immediately notify Lexus of any unauthorized use of your password or account or any other breach of security. The Lexus Parties (defined below) cannot and will not be liable for any loss or damage arising from your failure to comply with this section.
3. Account Management. You may access, review and revise your information at any time by logging into your account via the App.

**G. Fees and Data/Message Costs.** Lexus does not charge for use of the App, however, standard data (and text, if applicable) rates apply for data (and messages, if applicable) sent from and received by your Device as determined by your wireless provider and you are solely responsible for such charges and any other charges from your wireless provider. Please contact your wireless provider for complete pricing details. You have the right to cancel your App registration at any time.

**H. No Warranty or Conditions.** You understand and agree that your use of the App is solely at your own risk and that you will be solely responsible for any damage to your mobile device, your Lexus Vehicle's multimedia system, or any other equipment or loss of data that may result from your use of the application. THE APP AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITIONS OF ANY KIND, EXPRESSED, IMPLIED OR STATUTORY. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. Lexus makes no warranties or conditions that the App will continue to be available and/or functional, or that any material obtained through the App, as described herein, will meet your requirements, or that the App 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 use of the App. No advice or information, whether oral or written, obtained by you from us or through the App shall create any warranty not expressly made herein. You may not rely on any such information or advice. We assume no liability or responsibility for any errors or omissions in the content of the App. We do not make any warranty, condition or representation that your use of the material displayed on, or obtained through, the App 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 via the App is at your sole discretion and risk. The Lexus Parties (as defined below) are not responsible or liable for any such decision, or for the accuracy, completeness, usefulness, or availability of any content or information displayed, transmitted, or otherwise made available via the App.

In the event of any failure of the App to conform to any applicable warranty or condition, you may notify Apple, and Apple will refund the purchase price for the App to you; and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be our sole responsibility.

To the extent jurisdictions do not allow the exclusion of certain warranties or conditions, some of the above exclusions may not apply to you.

**I. Release.** YOU HEREBY RELEASE AND DISCHARGE LEXUS AND ITS PARENT, SUBSIDIARIES AND AFFILIATES, THEIR RESPECTIVE DISTRIBUTORS, DEALERS, DEALER ASSOCIATIONS AND ADVERTISING AND PROMOTIONS AGENCIES, TOGETHER WITH EACH OF THEIR RESPECTIVE EMPLOYEES, AGENTS, DIRECTORS, OFFICERS AND SHAREHOLDERS (COLLECTIVELY, THE "LEXUS PARTIES"), ALONG WITH EACH THIRD PARTY SERVICE PROVIDER, APPLE AND GOOGLE, AND EACH OF THEIR PARENTS, AFFILIATES AND SUBSIDIARIES, FROM ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE APP AND/OR THE SERVICES OR USE THEREOF, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE APP OR THE SERVICES, EVEN IF CAUSED BY OR BASED UPON THE NEGLIGENCE, GROSS NEGLIGENCE, STRICT PRODUCTS LIABILITY, DECEPTIVE TRADE PRACTICES ACT VIOLATIONS, BAD FAITH, OR BREACH OF WARRANTY OF US OR THE MALFUNCTION OF THE APP OR SERVICES. YOU FURTHER AGREE THAT THIS RELEASE EXTENDS TO ANY PARTY CLAIMING UNDER YOU AND THAT NO INSURANCE COMPANY WILL HAVE ANY RIGHT OF SUBROGATION.

**J. Termination.** As noted, we offer no promise or warranty that this App will be available or continue to be available as initially offered, currently provided or at all. We may withdraw the App, eliminate support for the App, or take other steps which eliminate your ability to use the App. If we notify you (through the App or otherwise) that we are withdrawing/terminating the App, you agree to cease all use of the App as of the date we specify in the notice.

**K. Miscellaneous.** You may not assign these App Terms without Lexus's prior written consent. You acknowledge that we, not Apple, are responsible for addressing any claims relating to the App or your possession or use of the App, including, but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable

legal or regulatory requirement; or (iii) claims arising under consumer protection, privacy or similar legislation, including in connection with the App's use of the HealthKit and HomeKit frameworks. In the event of any third party claim that the App or your possession and use of the App infringes that third party's intellectual property rights, as between Apple and Lexus, Lexus will be solely responsible for the investigation, defense, settlement and discharge of any such claim. You acknowledge and agree that, as applicable, Apple and Apple's subsidiaries, Google and Google's subsidiaries and Xevo Inc. and its authorized partners, are third party beneficiaries of these App Terms and that, upon your acceptance of the terms and conditions of these App Terms, Apple, Google and Xevo, as applicable, will have the right (and will be deemed to have accepted the right) to enforce these App Terms against you as a third-party beneficiary thereof. You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. Headings and captions shall not be considered included for purposes of interpretation or application hereof, but are for convenience only.

**L. Contact Us.** If you have any questions, complaints or claims about the App, or if you are having any technical difficulties with the App itself, please contact Lexus Guest Services at 1-800-265-3987, [CT-LexusAppSupport@toyota.com](mailto:CT-LexusAppSupport@toyota.com), 1 Toyota Place, Toronto, ON, M1H 1H9.