

**TOYOTA CANADA, INC. "ENFORM® APP SUITE 2.0" APPLICATION  
APP LICENSE AGREEMENT  
Effective as of May 2017**

PLEASE CAREFULLY READ THIS APPLICATION END USER LICENSE AGREEMENT ("AGREEMENT") BEFORE DOWNLOADING, ACCESSING, ACTIVATING, REGISTERING FOR, OR OTHERWISE USING THE LEXUS "ENFORM" APPLICATION OR ITS RELATED SERVICES OR CONTENT (THE "APPLICATION"). IF YOU DO NOT AGREE WITH THE TERMS OF THIS AGREEMENT, INCLUDING THE INFORMATION COLLECTED, USED, TRANSMITTED OR RETAINED BY THIS APPLICATION, DO NOT DOWNLOAD, ACCESS, ACTIVATE OR REGISTER FOR THE APPLICATION. BY CLICKING ON THE "DOWNLOAD" BUTTON OR USING THE APPLICATION, YOU AGREE TO BE BOUND BY THIS AGREEMENT, AND REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ENTER INTO THIS AGREEMENT. THE APPLICATION IS OWNED OR LICENSED AND OPERATED BY TOYOTA CANADA, INC. ("LEXUS," "US," "WE," OR "OUR"), WITH A BUSINESS ADDRESS AT ONE TOYOTA PLACE, TORONTO, ON, M1H 1H9, AND/OR ITS THIRD-PARTY PROVIDERS. REFERENCE TO "LEXUS" IN THIS AGREEMENT INCLUDES TOYOTA CANADA, INC. PARENT COMPANY AND ITS AFFILIATES. YOUR ACCESS TO AND USE OF THE APPLICATION IS SUBJECT TO THIS AGREEMENT AND ALL APPLICABLE LAWS.

**A. Description of the Application.** This Application allows you to access and use a variety of third party applications with various information and infotainment services (the "Services") all within one application via the compatible multi-media system in your Lexus Vehicle through the available Bluetooth connection to your mobile device

**B. Scope of License.** You understand and agree that the Application is licensed, not sold, to you for use only as outlined in this Agreement. We reserve all rights not expressly granted to you. Lexus and/or its licensors own, or have the right to license, the Application and all underlying content, information, applications, and intellectual property. This license is limited to a non-transferable license to use the Application on the applicable mobile device that you own or control (e.g., iDevice, iPod touch, Android device), in accordance with this Agreement, 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" (<http://www.apple.com/legal/itunes/us/terms.html#APPS>). 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 Application and the content therein, not Apple. This license does not allow you to use the Application on a device that you do not own or control, and you may not distribute or make the Application available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Application. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof. As between Lexus and Apple, Lexus is solely responsible for providing any maintenance and support Services with respect to the Application; you acknowledge that Apple has no obligation whatsoever to furnish any maintenance or support Services with respect to the Application.

**C. Eligibility, Installation and Use.**

1. **Eligibility.** The Application 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; 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.** You may install the Application on your compatible mobile device by following the installation instructions available from the App Store, or Google Play.

3. Uninstalling the Application. To uninstall the Application from your mobile device, follow the directions within the instruction guide for your mobile device. If you uninstall the Application from your mobile device, you will not be able to use the Application via your Lexus Vehicle's multimedia system.
4. Use of third party applications within the Application. In order to use any of the applications within the Application, you may need to register/have an account with the applicable third party application provider, and agree to any terms and conditions of that application provider. Any use of any of the third party applications within the Application is subject to this Agreement and the terms and conditions and privacy policies of the applicable application provider. With regard to the Stocks Application, you may access the applicable terms at <http://www.financialcontent.com/terms.php>. Lexus has no control over these third party applications, and is not responsible or liable for the availability, security, content or resources provided through any of the third party applications within the Application, and the inclusion of any third party application does not imply a referral by Lexus to, or an endorsement by Lexus of, the third party application provider or any products or Services of the third party, or other materials on or available from such third party application. Please refer to the Terms and Conditions of the third party applications for specific security, content and resource detail. 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 such 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.
5. Unauthorized Use of the Application. You are responsible for your (and any authorized third parties) use of the Application in compliance with this Agreement. You acknowledge and agree that any use of the Application occurring through your installed Application 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 Application.
6. Updates to the Application. The Application may need to be updated from time to time for certain reasons, including, without limitation, to increase Application functionality, to patch or improve Application stability, new versions, and the like (collectively, "Updates"). You will be asked by a system prompt as to whether or not you wish to install an Update. If you decline to install an Update it will NOT automatically install. If automatic or over the air updates become available, Lexus will seek your consent to such forms of automatic Updates. All Updates are subject to this Agreement.

**D. Restrictions on Use of this Application.** As a condition of using this Application, you agree that you may not and will not:

1. copy, download, distribute, modify, publish, sell, license, use, reuse, or create derivative works of the Application or any of the content or other material within the Application, 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 Application, except solely to use the Application in accordance with its instructions;
2. access or use this Application in any way that could or is intended to damage or impair the operation of this Application, or any content of or material displayed in this Application, or any server or network underlying this Application, or interferes with anyone else's use and enjoyment of this Application;
3. access or attempt to access any data, information, system, or servers on which this Application is hosted or modify or alter this Application in any way;
4. use the Application for any commercial or unlawful purpose, or in violation of any third party rights;
5. use the Application in violation of any applicable traffic regulations and driver distraction laws, rules and regulations; or

6. violate the terms of this Agreement or any of the third party applications' applicable terms of use and privacy policies.

Lexus reserves the right to suspend or terminate your participation in the Application if you are found to be in violation of this Agreement.

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

1. Information Collected and Transmitted via the Application. You acknowledge that your vehicle automatically and remotely transmits multimedia system usage data to Lexus without notification to you, once your mobile device is paired via Bluetooth to the multimedia system. 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 for a period of 5 years. Further details regarding collection and use of your personal information and vehicle data are provided at [www.lexus.ca/enform-privacy](http://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 mobile device. Please see section 5 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 Application 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 providers of any of the third party applications that you use within the Application, 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 application providers, any targeted advertising practices conducted by such third party application providers, and your use of the third party applications accessible and/or found within the Application, shall be subject to that third party application provider's terms and conditions and privacy policy, as applicable.
4. Mobile Device & SIM Card Data. You acknowledge that data on your mobile device may automatically be stored on your SIM card, the mobile device itself, and/or your carrier's network. Your data may remain on the mobile device even if your SIM card is removed; the data left on your mobile device will be accessible to others who use your mobile device, and may be deleted, altered, or transferred to your carrier's network servers. The use of your data will be subject to your carrier's terms and conditions, and privacy policy, and Lexus is not responsible or liable therefor.
5. 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 its Third Party Service Providers. Except with your prior consent, the Vehicle Travel Information is used by Lexus's Third Party Service Provider only to provide real time traffic information to you.
6. Vehicle Destination Information. You acknowledge that your Vehicle is equipped with a destination feature that shares data between the vehicle navigation system and your mobile device. If your mobile phone is paired and contains the Scout GPS mobile application, 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 mobile phone, or the final destination was already reached.

7. **User Voice Commands.** You acknowledge and understand that Lexus, including its Third Party Service Providers, may record and retain user voice commands once you've initiated contact with your Enform Application. Except with your prior consent, your personal information 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 Enform Application 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.

**F. Optional Registration and Account Management.** - This functionality not available in Canada at the current time

**G. Fees and Data/Message Costs.** Lexus does not charge for use of the Application, however, standard data (and text, if applicable) rates apply for data (and messages, if applicable) sent from and received by your mobile 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 Application registration at any time.

**H. No Warranty or Conditions.** You understand and agree that your use of the application 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 APPLICATION AND ITS CONTENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY OR CONDITION 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 application or any material obtained through it, as described herein, will meet your requirements, or that the application 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 application. No advice or information, whether oral or written, obtained by you from us or through the application 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 application. We do not make any warranty or condition or representation that your use of the material displayed on, or obtained through, the application 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 application 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 application.

In the event of any failure of the application to conform to any applicable warranty or condition, if downloaded from the apple app store, the end-user may notify apple, and apple will refund the purchase price (if any) for the application to that end-user, and to the maximum extent permitted by applicable law, apple will have no other warranty obligation whatsoever with respect to the application, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be Lexus's responsibility (if not effectively disclaimed).

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. Limitation of Liability.**

You and Lexus are each waiving important rights.

##### **Limitations of Liability by Lexus.**

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

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

Neither Lexus 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, even if Lexus 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). To the extent that a province 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 jurisdiction.

If Lexus or its 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 fees you have paid to Lexus for use of any the Application in the two months prior to the event giving rise to the liability. Neither Lexus 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 Lexus 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 Lexus or any third-party beneficiary more than two (2) years after the claim arises. We do not have any liability for application interruptions of any length.

#### **Limitations of Liability by You**

For yourself and for anyone else claiming under you, you agree to release and discharge TOYOTA CANADA, Inc. and its Third Party Service Providers, their parents, affiliates, and subsidiaries, and the respective officers, directors, and employees, and each third-party beneficiary from all claims, liabilities and losses in connection with the Application, 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 or based upon the negligence, gross negligence, strict products liability, Deceptive Trade Practices Act violations, bad faith, or breach of warranty or condition of us or the malfunction of the System. YOU AGREE TO INDEMNIFY LEXUS 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 AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.

You understand that the uploading of information to your mobile 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 application may be stored on your mobile device (and/or your Lexus Vehicle's multimedia system as described herein) and you understand that the security and safety of your mobile device and your Lexus Vehicle's multimedia system is your sole responsibility.

**J. Indemnity.** You agree to indemnify and hold harmless Lexus and its parent, subsidiaries and affiliates, their respective distributors, dealers, dealer associations and advertising and promotions agencies, together with their respective employees, agents, directors, officers and shareholders (collectively, the "Lexus Parties") from any loss, liability, claim, or demand, including reasonable attorneys' fees, arising out of or related to your acts and omissions, your use of the Application and Services, your breach of this Agreement, and/or your breach or alleged violation of the patent, copyright, trademark, proprietary or other rights of third parties.

**K. Survival.** 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 Application, 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.

**L. Release.** YOU HEREBY RELEASE AND DISCHARGE EACH OF THE LEXUS PARTIES AND THEIR LICENSORS AND CONTRACTORS (INCLUDING ANY THIRD PARTIES PROVIDING ALL OR PART OF SERVICES RELATED TO THE APPLICATION) FROM AND AGAINST ANY CLAIMS, DAMAGES, EXPENSES AND LIABILITY ARISING FROM OR RELATED TO ANY INJURIES, DAMAGES OR LOSSES TO ANY PERSON (INCLUDING DEATH) OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR PART, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THE APPLICATION.

**M. Availability/Interruption.** The Application is available through your mobile device 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 Application is subject to transmission limitation or interruption. Lexus does not guarantee that the Application (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 Application in a given location is not available. If the Application is not available within your intended location, you agree that your sole remedy shall be to cease using the Application and cancel your registration.

**N. Termination.** This Agreement is effective until terminated by you or us. We may terminate this Agreement for any or no reason, and with or without notice to you. Your rights under this Agreement will terminate automatically without notice from us if you fail to comply with any term of this Agreement. Upon termination of this Agreement, you shall cease all use of the Application.

**O. Changes to this Agreement and/or the Application.** We may change, modify, or update this Agreement and/or the Application, including the Application features, from time to time. If applicable, you will be notified that a new version of the Application is available and you will be asked if you wish to upgrade to a new version of the Application. If you use the Application after the upgrade in the Application or change(s) to this Agreement, 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 Application in the future shall be considered part of the Application and subject to this Agreement. We reserve the right at any time and from time to time to interrupt, restrict, modify, suspend, discontinue, temporarily or permanently, the Application (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 the Application.

**P. Abuse.** You agree to immediately notify us if you suspect fraudulent or abusive activity. If you so notify us, or we otherwise suspect fraudulent or abusive activity, you agree to cooperate with us in any fraud investigation and to use any fraud prevention measures we prescribe. Your failure to cooperate or to use such measures will result in your liability for all fraudulent usage or abusive activity associated with your Equipment (as defined below).

**Q. Disputes/Arbitration.**

If you and we have a disagreement related to Services, we'll try to resolve it by talking with each other. If we can't 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:

You agree that, apart from any claim you may bring in small claims court, the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of the Services or relating to this Agreement or any prior agreement for service with us or any of our affiliates, predecessors in interest, or Third Party Service Providers or any product or service provided under or in connection with this Agreement or such a prior agreement, or any advertising for such products or Services, shall be final and binding arbitration, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any patent, copyright, trademark, trade secret, privacy or publicity rights, in which case you acknowledge that there is no adequate remedy at law and that injunctive or other appropriate relief may be sought by us and/or an applicable third party either in court or from an arbitrator. You and we acknowledge that the Ontario Arbitration Act, 1991, S.O. 1991, c. 17 and other federal arbitration law apply to arbitrations under this Agreement (despite any other choice of law

provision). To the extent that the Ontario Arbitration Act and federal arbitration law do not supply substantive law necessary for the resolution of any disputes or claims, the laws of the Province of Ontario shall apply, except that Ontario laws concerning choice of law or conflicts shall not apply if they would cause the substantive law of another jurisdiction to apply. To the extent that the parties litigate any part of any dispute or claim in court, including, without limitation, obtaining provisional remedies in aid of arbitration, confirmation of an award, and judgment enforcement, the laws of the Province of Ontario shall apply, except that Ontario laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply.

The arbitration will be conducted in English, unless you reside in the Province of Quebec or New Brunswick, in which case you may elect to have the arbitration conducted in French.

Arbitration will be conducted by Canadian Commercial Arbitration Centre ("CCAC"). 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 CCAC (<http://www.ccac-adr.org>). You expressly waive the right to request or maintain any class arbitrations even if CCAC procedures or rules would permit them (this is referred to below as the "Class Action Waiver"). In exchange for this, we'll pay (if you ask us in advance) for any filing fee charged you by the CCAC for one arbitration of any disputes between us, so long as you tried in good faith to resolve the disputes with us before filing for arbitration. If the arbitration proceeds past the filing, we'll 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's no judge or jury in arbitration, and review is limited, but an arbitrator can award the same damages and relief, and must honor the same limitations in this Agreement as a court would. You and we agree to pay our own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. You agree that any claim for or award of attorneys' fees, including any such claim or award pursuant to Ontario Rules of the, *Civil Procedure*, O. Reg. 193/15., is waived.

Any arbitration award made after completion of an arbitration is final and binding and may be confirmed in any court of competent jurisdiction, except that in the event the arbitrator's award for a party is \$0 or against a party is in excess of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration to be conducted by the selected arbitration organization by a three-arbitrator panel. An award and any judgment confirming it only applies to the arbitration in which it was awarded and 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.

If for some reason these arbitration requirements don't 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. In no event shall any claim, action or proceeding by you related in any way to the Services, this Agreement, or any prior agreement, as described above, be instituted more than two (2) years after the claim or cause of action arose. This Agreement to arbitrate survives the end of the contractual relationship between us.

**R. Miscellaneous.** For the purpose of this Agreement, "Equipment" shall mean any hardware, software or networks associated with bringing you the Application, including, but not limited to, your mobile device and your Lexus Vehicle's multimedia system.

**Assignment:** You may not assign this Agreement without Lexus's prior written consent.

**Entire Agreement:** This Agreement represents the entire agreement between you and us, which may only be amended as described in this Agreement. If any part of this Agreement is found invalid, the balance of the Agreement remains enforceable.

### Governing Laws

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

Export Control Laws: You acknowledge that the laws and regulations of Canada and other countries may restrict the export and re-export of the Application. You agree that you will not export or re-export the Application in any form or to any recipient whether inside or outside Canada in violation of applicable Canada and foreign law.

Your Representations and Warranties. By downloading the Application, 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.

Responsibility: You acknowledge that Apple is not responsible for addressing any claims relating to the Application or your possession or use of the Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; or (iii) claims arising under consumer protection or similar legislation. In the event of any third party claim that the Application or your possession and use of the Application 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.

Third-Party Beneficiaries: You acknowledge and agree that, as applicable, Apple and Apple’s subsidiaries and Google and Google’s subsidiaries, are third party beneficiaries of this Agreement and that, upon your acceptance of the terms and conditions of this Agreement, Apple and Google, as applicable, will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary thereof.

Additional Provisions: The Application is void where prohibited by law. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. The failure to enforce any term of this Agreement on one occasion shall not prevent enforcement on any other occasion or the enforcement of any other term. Headings and captions shall not be considered included for purposes of interpretation or application hereof, but are for convenience only.

**S. Contact Us.** If you have any questions, complaints or claims about the Application, or if you are having any technical difficulties with the Application itself, please email or call the Lexus Customer Assistance Center at 1-800-265-3987.