

CONNECTED SERVICES TERMS OF USE

Effective as of January 20, 2021

NOTICE OF ARBITRATION PROVISIONS:

Your use of our Site or other Service is subject to binding individual arbitration of any disputes which may arise, as provided in Paragraph 19 below. Please read the arbitration provisions carefully and do not use our Site or other Service if you are unwilling to arbitrate any disputes you may have with us as provided below.

Welcome to your Connected Services (“Services” or “Service”), provided to you by Lexus, a division of Toyota Canada Inc. and its affiliates (“Lexus,” “us,” “our,” and “we”). This is an agreement between you and us. Before using the Services whether as a trial subscription or subscribing to a Service Plan, you must accept and agree to be bound by these Terms of Use, the **Connected Services Privacy Notice**, and the other applicable rules, policies, and terms posted on Lexus.ca or available through your Connected Services app (collectively, this “Agreement”). By using these Services, you accept and agree to be bound by the terms of this Agreement. If you do not accept and agree to the terms of this Agreement, then you may not use the Services. **You can contact us at any time by calling Lexus at 1-800-265-3987, by visiting www.lexus.ca and selecting the “Contact Us” button, or by writing to us at Lexus Canada, One Toyota Place, Toronto, ON, M1H 1H9.**

IN THIS AGREEMENT, WHEN WE USE THE WORD “SERVICE(S)”, WE MEAN ALL THE SERVICES WE PROVIDE TO YOU UNDER YOUR TRIAL SUBSCRIPTION OR SERVICE PLAN (“SERVICE PLAN”).

It is your sole responsibility to make any of your passengers or drivers of your vehicle aware of the data collection, use, sharing and retention terms of this Agreement.

1. STARTING YOUR SERVICE

You can only get and use these Services by accepting this Agreement. To obtain these Services, your vehicle must contain a factory installed Telematics System (the “System”). If you do not accept this Agreement, including these Terms of Use and Privacy Notice, please notify us immediately and we will cancel the trial subscription of the Services. **Failure to cancel your Services within 15 days of enrollment for the Services will be deemed acceptance of this Agreement. If you cancel your Services, we will disable data transmission from your vehicle to us.** The included trial subscription is available for new vehicle purchases only. The start date of your trial subscription may vary. To learn more, contact **1-800-265-3987**. This Agreement may be amended by us, in our sole discretion, from time to time. We will notify you at least

30 days prior to implementing any changes to this Agreement. If you do not accept the amendments, you may terminate this Agreement by contacting us using the information above. The most current version of the Agreement is available on our website at www.lexus.ca/enform-termsofuse.

2. DURATION OF SERVICES

Your Services under this Agreement continue for as long as your trial subscription or Service Plan is in effect.

3. PAYMENT FOR YOUR SERVICES

If renewing your trial subscription or purchasing a Service Plan, you are responsible to pay for your Services by credit card.

Automatic Renewal Conditions – Monthly.

If you provide your credit number and you choose to subscribe to a Service Plan with the Monthly Payment Option, you authorize us to automatically renew your Service for a one-month subscription beginning on the scheduled expiration date and monthly thereafter according to the payment schedule set out herein, by charging the then current monthly subscription fee to your account, unless you cancel your subscription by calling us at 1-800-265-3987. The Renewal Date for the Monthly Payment Option will be the date each month that is one month after your paid subscription enrollment date. For example, if your paid subscription enrollment date occurs on the 30th of a month, we will charge you every 30th. For these models, we accept payment by credit card.

The monthly authorization will remain in effect until you notify us otherwise. If you cancel your Service Plan, the refund policy described in Section 8 below will apply. Your credit card information is maintained in a secure manner. You are responsible for paying directly to others (such as emergency service providers) all charges for services furnished by them that are not expressly covered under your Service Plan.

4. TAXES AND OTHER CHARGES

You promise to pay all taxes, fees and surcharges set by the government and charged to you by us. We may not tell you in advance of changes to these items. The taxes, fees and surcharges will be added to the cost of your Service Plan. The connected services are provided on a complimentary basis during the trial period only.

5. PAYMENT DISPUTES

The price of your Service Plan may change over time. We will give you notice 30 days prior to the effective date of any such change. Upon the expiration date of your Service Plan, we will use the rates then in effect for the applicable payment period for any outstanding charges. Except as prohibited by law, if you object to any fees or charges for Services billed by or through us, you must tell us in writing within 30 days of the date of the billing notice. If you fail to object within that time period, YOU WAIVE THE DISPUTE.

6. YOUR RIGHT TO CANCEL; TRANSFER YOUR SERVICE

You can cancel your trial subscription or Service Plan at any time by calling us at 1-800-265-3987 and telling a customer care agent you want to cancel your Service Plan. If you cancel your Service Plan, we have the right to turn off your Connected Services device. The cancellation effective date is the date you notify us that you want to cancel your Service Plan. Once your Lexus Connected Services device is turned off, your vehicle will not send any data to Lexus. Your device can be turned off immediately or it can take up to several days, depending on the connectivity with your vehicle. If you cancel your Service Plan, the refund policy described in Section 8 below will apply.

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

7. OUR RIGHT TO CANCEL OR SUSPEND YOUR SERVICE

a. **WITHOUT CAUSE.** We may terminate your Service Plan without cause. If we terminate your Service Plan without cause, we will give you notice 30 days prior to the effective date of termination after which your account will be deactivated and your Services will terminate. This means that we can decide to cease providing the Services to you at any time and for any reason, even for reasons unrelated to you or your account with us.

b. **WITH CAUSE.** We may terminate your Service Plan without prior notice to you for any good cause. This means, for example, we can terminate your Service immediately if you breach any part of this Agreement, do not pay amounts that are due to us or one of our Third Party Service Providers as defined in Section 16 below, interfere with our efforts to provide Service, interfere with our business or if you use the Services for illegal or improper purposes. You do not have any right to have your Service reactivated, even if you cure any of these problems. We may, in our sole discretion, allow reactivation of your Service. We can suspend your Service for any reason or we could terminate it.

8. REFUNDS TO YOU

There will be no prorated refund. Your Services will continue to the end of your current billing period. In certain cases, this may not be on your billing period renewal date if your paid membership began on a day not contained in a given month. For example, if your renewal date is the 30th and you cancel on Feb 10th your services will turn off on Feb 28th.

9. CHANGES BY YOU TO YOUR SERVICES

You are the only person, other than someone authorized to act on your behalf, who can request to activate your Service Plan.

10. CHANGES BY US TO YOUR SERVICES

Lexus reserves the right, without prior notice, to add, change, or delete Services. Lexus may also withhold Services, or may use the Services to locate your vehicle, as Lexus deems reasonable in accordance with this Agreement.

11. MODIFICATION TO AGREEMENT

Lexus may modify this Agreement by giving you advance notice or by asking you to read and accept a new version. If you do not agree with any modification, then you may cancel your use of the Services. Your continued access or use of the Services after the applicable notice period indicates your acceptance of the modified Agreement.

12. ELECTRONIC COMMUNICATIONS

When you use the Services, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You consent to receive communications from us electronically, such as e-mails, texts, mobile push notices, or notices and messages. You can retain copies of these communications for your records. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

13. DATA COLLECTION, USE, SHARING AND RETENTION OF YOUR VEHICLE LOCATION AND DRIVING DATA AND SERVICE CONNECT DATA

Please review our **Connected Services Privacy Notice**, which governs your use of Telematics Services, to understand our practices.

14. DATA COLLECTION, USE, SHARING AND RETENTION TO ELECTRONICALLY LOCATE YOUR VEHICLE

Your System includes an electronic device that allows us to find your vehicle under specific circumstances described in the **Connected Services Privacy Notice** which provides a detailed description of data collection, use, sharing, and retention.

15. HOW OUR SERVICE WORKS, RESTRICTIONS, AND SYSTEM LIMITATIONS

a. How the Service Works

Your Service works using a factory installed telematics device which receives Global Positioning System (“GPS”) satellite signals and communicates with our response center via commercial mobile wireless communication networks, purchased from one or more third-party providers. Not all services are available everywhere, particularly in remote or enclosed areas, or on all cars, at all times.

b. Service Availability

Not all services are available on all vehicles or in all geographic locations. Equipment may vary depending upon your vehicle model and model year. For information on services available on your vehicle, please review your vehicle’s owner’s manual or consult your dealership.

c. Cross-Border Service Availability

Services for vehicles manufactured for Canada may be limited, or not work, outside of Canada.

d. System Limitations

i. Your vehicle does not have the ability to receive calls and may only place calls to the Response Center;

ii. Your vehicle must have a working electrical system, including adequate battery power for your System to operate;

iii. The routing data we provide to you is based on the most current map information available to us, but may be inaccurate or incomplete and may not include information about one-way roads, turn restrictions, construction projects, seasonal roads or new roads.

e. Services may not work, if:

i. The hardware or software in your system has been modified or tampered with, or with devices plugged into the vehicle electrical system or diagnostic port;

ii. Your vehicle is not compliant with government regulations and law;

iii. Your vehicle is damaged in a way that restricts services, wireless communication, or GPS signals;

iv. Digital cellular telephone signals are terminated or restricted.

f. Services may fail, or be delayed, due to acts of nature, or forces or causes beyond our reasonable control, including but not limited to weather conditions and the results thereof, public utility failure, acts of war, government actions, terrorism, civil disturbances, wireless network congestion or system failures including internet, computer, telecommunication or other system failures.

16. THIRD PARTY SERVICE PROVIDERS AND BENEFICIARIES

We work with many different companies, individuals and government entities to provide you with your Services. Specifically, we may engage Sirius XM Connected Vehicles Services Inc., SYKES Assistance Services Corporation, and other Service Providers to provide customer support and the other services that are a part of your System and Service Plan. In the future, we may engage other Third Party Service Providers to deliver the Services. In this Agreement “Third Party Service Provider” means any person, company or entity who provides any service, System or facilities in connection with your Services. We will use reasonable efforts to contact appropriate Third Party Service Providers for help when you ask for it or when the System in your Vehicle signals for it, but we cannot promise prompt responses from the Third Party Service Providers. Any Third Party Service Provider involved in delivering your Services are intended third-party beneficiaries of the protections of this Agreement, including but not limited to, Sirius XM Connected Vehicles Services Inc., and all direct and indirect subsidiaries of its parent company, Sirius XM Radio, Inc., SYKES Assistance Services Corporation, and Toyota Motor Sales, USA, our commercial mobile wireless third-party service provider (“Underlying Wireless Carrier”) and its affiliates. This Agreement does not give you any rights against any of the Underlying Wireless Carriers or other Third Party Service Providers. The disclaimers, warranties, limitations of liability and other protections of this Agreement extend to these third-party beneficiaries. In the future we may engage other Third Party Service Providers to deliver Services..

17. YOUR DUTIES AND RESPONSIBILITIES

a. It is your responsibility to make sure your vehicle and your System are working. You can always press the “SOS” button to confirm that your System is active. If the light next to the SOS button is red or off, this means that your System is not functioning properly or is inactive, and should be checked by a dealer.

b. YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF THE SERVICES IN YOUR VEHICLE, EVEN IF YOU ARE NOT THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WAS NOT AUTHORIZED. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR VEHICLE. YOU ARE SOLELY RESPONSIBLE FOR PROVIDING EMERGENCY CONTACT INFORMATION FOR USE BY OUR RESPONSE CENTER IN THE EVENT OF AN AUTOMATIC COLLISION NOTIFICATION. Neither we nor any Third Party Service Provider has any obligation to inquire about the authority of anyone using your vehicle. Neither we nor any Third Party Service Provider has any obligation to inquire about the authority of anyone using your personally identifiable information that can be used to identify your account to request services for your vehicle. If you or a

driver of your vehicle uses the Services or System to commit a crime or for another improper purpose, you will be responsible for any damages owed by us as a result of such use. You are entirely responsible for any transaction with anyone in connection with your use of the Services and any use that you make of any information received from or through any Services. You act at your own risk.

- c. When you use the Services, you promise:
 - i. not to use the Emergency Assistance Button and Roadside Assistance except for actual emergencies and roadside assistance needs;
 - ii. not to use your Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of Services to our other customers;
 - iii. not to abuse or do anything to damage our business operations, services, reputation, employees, facilities, or Third Party Service Providers of your Service;
 - iv. not to use any content you receive through the Services except as expressly authorized by us;
 - v. not to resell, copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any content you receive through your Service; and
 - vi. not to use any content you receive through your Service for commercial purposes.

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

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

e. PASSENGERS AND DRIVERS OF YOUR VEHICLE. You are responsible to inform any passenger or driver of your vehicle that Location, Vehicle Driving Data, Vehicle Health Data and Multimedia Screen Data are collected and used by Lexus and shared with third parties as described in this Agreement.

f. SALE OR TRANSFER OF YOUR VEHICLE. You are responsible to notify us of a sale or transfer of your vehicle. If you do not notify us of a sale or transfer of your vehicle, we may continue to send reports or other information about the vehicle

or account to the subscriber's contact information currently on file with us. In such case, we are not responsible for any privacy related damages you may suffer.

18. NO WARRANTIES ON INFORMATION OR SERVICES

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

19. LIMITATIONS OF LIABILITY RELEASE

You are waiving important rights.

a. Limitations of Liability

If Toyota, the Underlying Wireless Carrier, or any Third Party Service Provider or beneficiary are found liable to you for any reason, you agree that the aggregate liability of all these parties to you for any claim is limited to direct damages in an amount not to exceed the total amount paid by you for the Services in the 12 months prior to the first event giving rise to the liability (the "Liability Cap"). Neither Toyota, the Underlying Wireless Carrier nor any Third Party Service Provider or beneficiary would have agreed to provide the Services to you if you did not agree to this limitation. The Liability Cap is the sole and exclusive liability of Toyota, the Underlying Wireless Carrier and the Third Party Service Provider or beneficiary to you, and is payable as liquidated damages and not as a penalty. Except where prohibited by law, you may not bring any claim against us, the Underlying Wireless Carrier or any third-party beneficiary more than two years after the claim arises. We do not have any liability for service interruptions of 24 hours or less. To receive service credit for longer interruptions, you must notify us within 60 days after the time when that service interruption started. Except for any credits provided voluntarily by us for a dropped call or credits for interrupted service as described above, no one is liable to you for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any third party, by buildings, hills, tunnels, network congestion, weather, or any other things we or our Third Party Service Providers do not control.

Neither Toyota nor the Underlying Wireless Carrier, nor any Third Party Service Provider or beneficiary will be liable to you or any other party for consequential, indirect, incidental, special, or punitive damages (including without limitation lost profits or failure to realize expected savings) in connection with the Services or the System, even if Toyota, the Underlying Wireless Carrier, or Third Party Service Provider or beneficiary is aware of the possibility of such damages. The limitations above apply to all claims, including, without limitation, claims in contract and tort (such as negligence, product liability and strict liability). If the Underlying Wireless Carrier terminates or restricts wireless service compatible with your vehicle, Services will not be available. Under this circumstance, some or all of your Service may be suspended or terminated without prior notice to you or without any liability to Toyota, our Third Party Service Providers, the Underlying Wireless Carrier or any third party beneficiary.

b. Release by You

For yourself and for anyone else claiming under you, you agree to release and discharge Lexus, a division of Toyota and its Third Party Service Providers, their parents, affiliates, and subsidiaries, and the respective officers, directors, and employees, and the Underlying Wireless Carrier and each third-party beneficiary from all claims, liabilities and losses in connection with the Services (including any monitoring or recording of your or your vehicle's occupants' voice), 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, bad faith, or breach of warranty or condition of us or the malfunction of the System. YOU AGREE TO INDEMNIFY US, THE UNDERLYING WIRELESS CARRIER AND EACH THIRD-PARTY SERVICE PROVIDER AND BENEFICIARY AGAINST ALL SUCH CLAIMS, LIABILITIES AND LOSSES BROUGHT BY THIRD PARTIES, INCLUDING YOUR PASSENGERS AND DRIVERS OF YOUR VEHICLE. 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 that we do not have any liability for service interruptions of 24 hours or less.

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

You agree that the limitations of liability and indemnities in this Agreement will survive even after this Agreement has ended. These limitations of liability apply not only to you, but to anyone using your vehicle, 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.

20. HOW WE WILL RESOLVE DISPUTES BETWEEN US

If you and Toyota have a disagreement related to Services, we will try to resolve it by talking with each other. If we are unable to 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. Private arbitration will work as follows:

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 before a single arbitrator, 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 applies to arbitrations under this Agreement (despite any other choice of law provision). To the extent that the Ontario Arbitration Act does not supply substantive or procedural 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 shall be conducted in English.

Arbitration will be conducted by the Canadian Commercial Arbitration Centre ("CCAC"). We will waive our right to arbitrate any individual claim (as opposed to class) 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 (www.ccac-adr.org). Except where prohibited by law, 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 will pay (if you ask us in advance) for any filing fee charged you by 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 will also pay (if you ask us at the time) any further administrative and arbitrator fees you are later charged. An arbitrator can decide later whether to allocate the fees differently if there is an award. The arbitrator may award you any fees and charges that are necessary to ensure the enforceability of this arbitration provision.

There is no judge or jury in arbitration, and review is limited; but an arbitrator can award the same damages and relief and must honor the same limitations in this Agreement as a court would. You and we agree to pay our own fees, costs, and expenses, including those for any lawyers, experts, and witnesses. You agree that any claim for or award of legal fees or disbursements, including any such claim or award pursuant to *Ontario Rules of 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 cannot 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 is not enforceable, the rest of this arbitration agreement shall be enforceable.

If for some reason these arbitration requirements do not apply, or a claim proceeds in small claims court, unless prohibited by law, you and Toyota agree to 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 years after the claim or cause of action arose. This Agreement to arbitrate survives the end of the contractual relationship between us.

21. MISCELLANEOUS

a. THE LAW THAT GOVERNS OUR RELATIONSHIP. To the fullest extent permitted by law, and except as explicitly provided otherwise, this Agreement and any disputes arising out of or relating to it will be governed by the laws in force in the Province of Ontario, 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. Notwithstanding, Section 20 shall be governed by the *Ontario Arbitration Act* and the laws of the Province of Ontario, as applicable, as set forth therein.

b. FORCE MAJEURE. Neither we, nor the Underlying Wireless Carrier and Third Party Service Providers, will be responsible for the failure to provide Services to you if caused by any of the following: any act or omission (including temporary, indefinite, or permanent interruption of cellular service) of any Third-Party Service Provider; system failures or shortages; damage to our-designated Response Center, any land or wireless communications networks or the GPS system; acts of nature, labor strikes, pandemic or war; or any other act or event that is outside of our reasonable control. **UNDER ANY OF THESE CIRCUMSTANCES, WE MAY AT OUR OPTION SUSPEND OR TERMINATE ALL OR SOME OF THE SERVICES OR TERMINATE THIS AGREEMENT WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY; MOREOVER, YOU WILL NOT BE ENTITLED TO A REFUND OR CREDIT.**

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

d. WHO ELSE THIS AGREEMENT COVERS. Our Third Party Service Providers and our affiliates are intended beneficiaries of this Agreement. **Your passengers and drivers of your vehicle are covered by this Agreement.**

e. OUR RELATIONSHIP WITH YOU. No matter what else it says, this Agreement does not create any fiduciary relationships between you and us, or between you and Lexus, a division of Toyota Canada Inc., its parents, affiliates, or any of the Third Party Service Providers. It does not create any relationship of principal and agent, partnership, or employer and employee, either.

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

g. SEVERABILITY. If any part of this Agreement should be determined to be illegal, invalid or otherwise unenforceable, then to the extent that portion is illegal, invalid or unenforceable, it shall be severed and deleted. The remaining parts shall survive, remain in full force and effect, and continue to be binding and enforceable. No waiver by Lexus of a breach of an obligation arising under this Agreement shall constitute a waiver of any other breach.

h. THIS IS THE ENTIRE AGREEMENT. This Agreement (these Terms and Conditions and any other documents, including any express consent from you, incorporated in them) is the entire Agreement between you and us. It supersedes all past or present agreements or representations between us, whether oral or written. If any part of this Agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable. Even after this Agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it has been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of this Agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULD NOT OTHERWISE QUALIFY. THIS WILL NOT BE A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WILL NOT BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.