

## NissanConnect Apps Services Terms and Conditions

Effective as of July 9, 2013

As used in this agreement ("**Agreement**"), the terms "**you**", "**your**" and "**Subscriber**" shall be deemed to refer to yourself, an individual, representing yourself or, if applicable, acting as a legal representative for a company or other legal entity having purchased or leased a Nissan vehicle equipped with the NissanConnect Apps Services ("**Vehicle**"). Also, as used in this Agreement, the terms "**we**," "**us**," "**our**" shall be deemed to refer to Nissan Canada Inc., a company incorporated and existing under the laws of Canada with its head office located at 5290 Orbitor Drive, Mississauga, ON L4W 4Z5 ("**NCI**") and its affiliates, parent company, dealers, successors and assigns, and any employees, directors, officers, subcontractors, representatives and agents of any of the foregoing.

Our mailing address is Nissan Canada Inc., 2 Hunter Valley Road, Orillia, Ontario, L3V 6H2, Canada. Our Nissan Consumer Support telephone number is 1-800-387-0122. Certain NissanConnect Apps Services and other information referenced in this Agreement are available online at <https://canada.nissanconnect.com>.

As described in this Agreement, your Vehicle is equipped with a NissanConnect Apps capable device that includes a smartphone communication interface. This interface can be used, among other things, to provide a wide range of services and information aiming at serving you and any other driver or passenger of your Vehicle and to facilitate collection of certain data to provide the Services (the "**NissanConnect Apps Services**"). NissanConnect Apps Services provides the capability for you to access certain select smartphone applications ("apps") via integration with the Vehicle's system. Using the Subscriber's smartphone for authentication and communication the user can interact with the smartphone apps via the native vehicle systems. There are two NissanConnect Apps Service packages available: "basic" and "premium". The basic apps package is complimentary for three years from the new vehicle in-service date; after this three-year complimentary period, the basic apps package is available for purchase at one-year term increments. **The premium apps package offers additional apps content and will be available at a future date.** Upon availability of the premium apps package, the Subscriber will be able to purchase the premium apps package in one-year increments from the date of purchase. The premium apps package requires a subscription to the basic apps package.

This Agreement describes the relationship between you and us regarding the use of the NissanConnect Apps Services.

We work with many different companies to provide you with the NissanConnect Apps Services. In this Agreement, "**Service Provider**" means any person, company, or legal entity who provides any service, equipment, or facilities in connection with NissanConnect Apps Services, including, but not limited to, wireless service providers, suppliers, licensors, distributors and dealers.

PLEASE READ ALL PAGES OF THIS AGREEMENT COMPLETELY BEFORE USING ANY NISSANCONNECT APPS SERVICE AND KEEP A COPY FOR YOUR FILES. READ AND KEEP A COPY OF ANY ADDITIONAL NISSANCONNECT APPS SERVICES DOCUMENTS GIVEN OR SENT TO YOU. ANY NISSANCONNECT APPS SERVICES DOCUMENTS THAT SAY THEY BECOME PART OF YOUR NISSANCONNECT APPS SERVICES AGREEMENT ARE PART OF THIS AGREEMENT IF YOU ACCEPT ANY OF THE SERVICES THEY DESCRIBE.

### **1. NISSANCONNECT APPS SERVICES SUBSCRIPTION PROCESS**

**1.1. Your Consent.** By entering into this Agreement and/or using the NissanConnect Apps Service, you agree to the practices and procedures described in this Agreement.

**1.2. Use of this Application by Children.** We do not intend to collect information from children who are under the legal age of majority in the province/territory where they live. If you are under the legal age of majority in the province/territory where you live you should not enter into this Agreement and/or use the NissanConnect Apps Service and should ask your parent to do so for you.

**1.3. Activation of the NissanConnect Apps Services and your consent.** You can only get and use the NissanConnect Apps Services by accepting this Agreement, either by executing this Agreement prior to or at the delivery of the Vehicle at the dealership or by accepting its terms on-line on the NissanConnect website ("**Website**") or on your smartphone, afterwards by clicking "I agree" during the service subscription process.

By executing this Agreement, you acknowledge that you have read, accepted and agreed to be bound by the terms and conditions of this Agreement (and in particular that you consent to the collection and processing of your personal data by us in accordance with the provisions of this Agreement). You further agree that you will inform all drivers and passengers of the Vehicle who wish to use the NissanConnect Apps Services of this Agreement and its terms. It is your responsibility to inform all drivers and passengers of the Vehicle who wish to use the NissanConnect Apps Services of terms and conditions of this Agreement including the data privacy

aspects. We are not responsible for any privacy related or other damages you or others may suffer if you fail to notify such persons of this Agreement and its terms.

You understand and agree that the subscription to the NissanConnect Apps Services is attached to your Vehicle and you cannot transfer the NissanConnect Apps Services to another vehicle.

Should you choose not to subscribe to the NissanConnect Apps Services, you will not be able to benefit from the NissanConnect Apps Services.

**1.4 Modification of the Agreement.** We may modify this Agreement at any time and from time to time in our sole discretion. In particular, we may modify, in whole or in part, the following elements of these terms and conditions:

- o Section 1: NissanConnect Apps Services Subscription Process
- o Section 2: The Fees, Payment, Billing and Taxes Policy
- o Section 3: Personal Data, Data Protection
- o Section 4: Special Information About Service And System Limitations
- o Section 5: Your Responsibilities
- o Section 6: Special Notices
- o Section 7: Warranties &Liability
- o Section 8: Special Information And Agreements About Certain Services

In the event this Agreement, or any aspect of the NissanConnect Apps Services is restricted, suspended or changed, we will provide you notice at least 30 days before the amendment comes into effect, by posting the amended terms and conditions on <https://canada.nissanconnect.com>, and by sending you written notice using any contact information we may have about you, and setting out the new clause, or the amended clause and how it read formerly, and the date on which the change will come into effect. You may refuse the amendment and rescind or terminate this Agreement, and your use of the NissanConnect Apps Services, without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than 30 days after the amendment comes into force, at the address or email address indicated in the notice. Your continued use of the NissanConnect Apps Services following such period shall constitute your acceptance of such revised terms of the Agreement.

You can access the terms of the Agreement in force at any time online at <https://canada.nissanconnect.com>. We advise you to periodically review the terms of the Agreement in force carefully.

**1.5 Updating or Changing Subscriber Account Information.** You must notify us promptly if any of the information you provided to us in relation to this Agreement changes. You can review, modify, correct, or update your information you provided to us on the Website at any time by updating this information directly on the Website or contacting Nissan Consumer Support. We are not responsible for any losses you may suffer because you haven't given us current, accurate information.

#### **1.6. NissanConnect Apps Services /Duration and Termination**

**1.6.a. Duration.** Your NissanConnect Apps Services start as soon as you have accepted the terms of this Agreement by accepting its terms as set out above, and completing the enrolment and activation process.

Unless earlier terminated in compliance with this Agreement, your NissanConnect Apps Services **basic apps package** will remain in force for the remaining term of the three-year period ("Initial Service Period") based on the new vehicle in-service date. The Initial Service Period for the basic apps package is delivered free of charge.

Upon availability, the NissanConnect Apps Service **premium apps package** will be available for purchase for one year ("Initial Services Period") beginning with the premium apps package purchase date.

If you are the second or subsequent owner of the Vehicle, then the NissanConnect Apps Services basic apps package is available until the end of the complimentary (basic apps package) Initial Service Period.

Thirty (30) days before the expiration of the Initial Service Period (three years for the basic apps package complimentary period, and one year for the premium apps package), you will be notified by e-mail and you will be given the opportunity to renew your subscription on-line via the Website under the terms and conditions then in force. If you decide to renew your subscription, or if you are not the first owner of the Vehicle and you

are activating the NissanConnect Apps Services for the first time, you will be asked to submit an on-line form of payment and pay the subscription fee at the rate then in force ("**Subscription Fee**").

You will also be given the opportunity to choose an automatic renewal at the time of your first renewal. ONCE YOU HAVE VALIDATED THE RENEWAL OF YOUR SUBSCRIPTION FOR A ONE-YEAR PERIOD, AND IF YOU CHOOSE THE AUTOMATIC RENEWAL OPTION, YOUR NISSANCONNECT APPS SERVICES WILL AUTOMATICALLY RENEW, AS OF THE EXPIRATION DATE OF EACH RENEWAL, FOR SUCCESSIVE ONE-YEAR RENEWAL PERIODS ("**Renewal Service Periods**") UNLESS AND UNTIL YOU OPT OUT OF THE AUTOMATIC RENEWAL OR THE NISSANCONNECT APPS SERVICES ARE TERMINATED BY YOU OR US AS ALLOWED IN THIS AGREEMENT.

If you have not activated automatic renewals, each time your Agreement is set to expire, thirty (30) days before the expiration of each Initial Service Period or a renewal service period, you will be notified by e-mail and you will be given the opportunity to renew your subscription on-line via the Website. In addition, every time you decide to renew the NissanConnect Apps Services packages, your payment account will be automatically charged in consideration of the NissanConnect Apps Services packages during the renewal period. By not renewing the NissanConnect Apps Services, your subscription will be automatically cancelled at the expiration day. Upon availability, the premium apps package will require a subscription to the basic apps package; therefore if the basic apps package three-year complimentary period is over or within thirty (30) days of being over, then subscribers must pay for both packages in order to receive the premium apps package.

**1.6.b. Your Termination Rights.** You can terminate your NissanConnect Apps Services online via the Website, or via your smartphone, or at any time by contacting us. If you terminate the NissanConnect Apps Services before the end of the Initial Service Period or Renewal Service Period as the case may be, you will not be reimbursed, and in case you choose to re-activate the NissanConnect Apps Services later, you will be charged the full price, if applicable, corresponding to a full Renewal Service Period.

**1.6.c. Our Termination and Suspension Rights.**

We may terminate your NissanConnect Apps Services at any time and without cause, in which case we will use our best efforts to give you 30 days prior notice to the effective date of termination after which your NissanConnect Apps Services will end. This means that we can decide to cease providing the NissanConnect Apps Services to you at any time and for any reason, even for reasons unrelated to you or your account with us. In case we decide to terminate the NissanConnect Apps Services in the event of termination of any agreement between us and any Service Provider on which we depend upon to provide you the NissanConnect Apps Services, we will use our best effort to give you the 30-day notice mentioned above.

Also, we may terminate your NissanConnect Apps Services without prior notice to you for any good cause. This means, for example, we can terminate your NissanConnect Apps Services immediately if you breach any part of this Agreement, if you interfere with our efforts to provide the NissanConnect Apps Services, if you interfere with our business, or if your NissanConnect Apps Services are used for illegal or improper purposes. You don't have any right to have NissanConnect Apps Services reactivated, even if you cure any of these problems. We can also suspend your NissanConnect Apps Services for network or system maintenance or improvement, or if there's network congestion, or if we suspect your NissanConnect Apps Services are being used for any purpose that would allow us to terminate it. In such events, we will not reimburse any amounts you have paid in advance for the NissanConnect Apps Services.

**1.6.d. What if you sell your Vehicle or purchase a used Vehicle?**

**Notification to us**

If you sell your Vehicle or terminate or assign your lease or if your Vehicle has been declared a total loss or deemed to be written off or sold for salvage purposes due to theft or accident while you own or lease it prior to the expiration of the Initial Service Period, we ask you to notify us by contacting Nissan Consumer Support or by removing the Vehicle from your account on the Website.

If you sell or transfer your Vehicle or terminate or assign your lease and fail to notify us, we will have no way of knowing that the Vehicle is sold and/or the lease is either terminated or assigned and may continue to collect data in the belief that it is data concerning you. In addition, you will remain responsible for any liability incurred under this Agreement based on the use or misuse of the NissanConnect Apps Services. **We are not responsible for any privacy-related damages you may suffer if you fail to notify us of the termination or assignment of the lease of your Vehicle or the sale of your Vehicle.** Whether or not you notify us of the termination or assignment of your lease or the sale of your Vehicle, you agree that you shall not, nor attempt to, access or use the NissanConnect Apps Services or any of the data relating to your Vehicle following the sale or transfer of your Vehicle or the termination or assignment of your lease.

You understand and agree that in case you do not notify us, and in case the subsequent owner or lessee of the Vehicle subscribes to the NissanConnect Apps Services related to the Vehicle, the new owner's/lessee's profile will overwrite your profile and your NissanConnect Apps Services subscription will automatically end.

If you sell your Vehicle or terminate or assign your lease, your subscription under this Agreement, the remaining balance of the basic apps package Initial Services Period (if any) will be automatically transferred to the new owner as long as the new owner confirms the change in ownership by calling Nissan Consumer Support or by registering the Vehicle on the Website.

### **Termination of your NissanConnect Apps Services**

If you sell your Vehicle or terminate or assign your lease, you may terminate this Agreement and your NissanConnect Apps Services before removing your Vehicle from your account on the Website.

If you do not terminate the Agreement, and if the subsequent owner/lessee of the Vehicle registers as a secondary user and not a new owner, he or she may benefit from the NissanConnect Apps Services for free during the rest of the Initial Services Period or Renewal Service Period as the case may be.

## **2. FEES, PAYMENT, BILLING AND TAXES POLICY**

The NissanConnect Apps Services **basic apps package** are free of charge during the Initial Service Period: whatever the date of your subscription, the NissanConnect Apps Services will be provided to your Vehicle free of charge for three (3) years from the new vehicle in-service date.

Upon availability, the NissanConnect Apps Services **premium apps package** will be available for purchase, for one year, with one-year term renewals available

If you choose not to renew your subscription to the NissanConnect Apps Services prior to the end of the Initial Service Periods (three years for basic apps package and one year for premium apps package), your NissanConnect Apps Services will automatically end at the end of the Initial Service Period. Upon availability, the premium apps package will require a subscription to the basic apps package; therefore if the basic apps package three-year complimentary period is over or within 30 days of being over, then subscribers must pay for both packages in order to receive the premium apps package. If you choose to renew your subscription according to the process described above, you agree to be charged at the then current yearly subscription fee ("**Subscription Fee**") in consideration of the provision of the NissanConnect Apps Services to your Vehicle during the Renewal Service Period. At the time of the first renewal, you will have the opportunity to set an automatic renewal mechanism for the next Renewal Service Period. In such case, you understand and agree that at the end of the Renewal Service Period, your subscription to the NissanConnect Services will be automatically renewed until you terminate the automatic subscription mechanism or terminate the subscription itself as described in section 1.6. of this Agreement.

If you are not the first owner of the Vehicle and if the NissanConnect Apps Services had not been activated by the former owner, or if the first owner terminated his/her subscription agreement, you will have to enter this Agreement and pay the Subscription Fee at the rate then in force to benefit from the NissanConnect Apps Services, unless there is a remaining balance of the basic apps package Initial Services Period.

If you do not own or use your Vehicle during a given Renewal Service Period, we will not reimburse any part of your Subscription Fee.

If you sell your vehicle or terminate or assign the lease of your Vehicle in the course of a given Initial Service Period or Renewal Service Period, and you do not terminate this Agreement and your subscription, you understand and agree that the subsequent owner can register for the NissanConnect Apps Services as a secondary user and not an Owner and benefit from the NissanConnect Apps Services free of charge until the end of the said Initial Service Period or Renewal Service Period.

If you purchase or lease a previously owned or leased Vehicle and the former owner's or lessee's subscription is still active and within any valid Initial or Renewal Service Period, you should register as the new Owner. If you desire to use the NissanConnect Apps Services you should subscribe and activate the NissanConnect Apps Services online via the Website or your smartphone, during the Initial Service Period or the Renewal Service Period, as applicable.

You understand and agree that your access to some services among the NissanConnect Apps Services requires your use of your smartphone, and that such services may require the use of your mobile cellular telephone subscription and data plan with your mobile cellular telephone operator and consequently generate additional costs, depending on your carrier and data plan as further explained in section 6.2 of this Agreement. NCI

makes no representations regarding the compatibility of your smartphone with the NissanConnect Apps Services and cannot be held responsible for any lack of compatibility or loss of services as a result.

Once you have paid the Subscription Fee, you cannot be reimbursed for any reason except as may be permitted by NCI in its sole and absolute discretion, or as may be required by applicable law.

### **3. PERSONAL DATA DATA PROTECTION**

**3.1 Use of personal data.** As explained in this Section 3 or as set out in our privacy policy <http://nissan.ca/common/footer/en/privacy.html>, or as may be later disclosed to you and to which you consent to, we will collect and use certain data in connection with your use of the NissanConnect Apps Services. We will use such data to provide and improve the NissanConnect Apps Services, all focused on serving you and other occupants of your Vehicle, and to send you marketing and/or promotional information related to your Vehicle. The data we collect might include personal data. By subscribing to and/or using NissanConnect Apps Services, you also consent to the collection and use of personal data by us for the purposes set out in these Terms and Conditions. We will comply with all applicable privacy laws regarding our use of personal data.

**3.2 Categories of information and personal data we collect.** The information and/or personal data we collect depends on the Vehicle, its specifications, the NissanConnect Apps Services you subscribed to and your use of the NissanConnect Apps Services. Depending on your use of the NissanConnect Apps Services, we may collect and retain an electronic copy or other form of record of certain information including: (i) the data you provide in connection with your NissanConnect subscription (such as contact details of the primary driver or car owner, subscription data and contract information; and (ii) data related to the Vehicle, your use of the NissanConnect Apps Services and data to provide such services including: the Vehicle's identification number, description, location, real-time geo-location, service data, Subscriber's (or Vehicle occupants') search content, information about anyone making a NissanConnect Apps Services call from the Vehicle or under a Subscriber's account, the date, time and duration of call and any Nissan Consumer Support agent notes written during a call. We further collect billing, payment and claims management data related to the NissanConnect Apps Services.

**3.3 Purposes of processing of personal data.** We use the data to provide the NissanConnect Services to you and to enable Nissan and Nissan's retailers to enhance their services and their communications with their customers. This includes, amongst others, the provision of product information to you, answering questions or addressing your complaints, informing you about terms and offerings in connection with the NissanConnect Apps Services, including special discounts or added services or functions or enhancing and personalizing the communications between you and us and the Nissan retailers, and managing your subscription to the NissanConnect Apps Services and your subscription account, for other marketing and promotional purposes related to the Vehicle, or other uses we may identify to you and to which you consent. The use of your data may vary depending on which NissanConnect Apps Services you choose to use. This will be explained to you when you select your service.

We may also use data for statistical purposes, market research and for other research and development purposes in order to improve the NissanConnect Apps Services and our products in general and/or to customize the NissanConnect Apps Services for individual Subscribers or groups of Subscribers. We may also use the data in order to detect or prevent the abuse of the NissanConnect Apps Services by you or any other occupant of the Vehicle.

You agree that we may record, monitor or determine the location of the Vehicle or other location information (depending on vehicle features):

- If the Subscriber or other occupants of the Vehicle request NissanConnect Apps Services that are based on the location of the Vehicle;
- If we are required to do so in order to comply with applicable laws, in legal proceedings, to respond to subpoenas or court orders, in cooperation with law enforcement agencies; or
- In connection with our attempts to communicate with the Vehicle purchaser or to enforce the terms of this Agreement and any agreement relating to the lease or financing of such Vehicle.
- In connection with evaluation and statistical purposes, market research, marketing, promotions, and research and development.

For quality assurance purposes, we also randomly monitor and/or record conversations after activation between the Vehicle's occupants and the interactive voice recognition systems, as well as calls to or from Nissan Consumer Support that occur outside the Vehicle.

BY SUBSCRIBING TO THE NISSANCONNECT APPS SERVICES, SUBSCRIBER CONSENTS, ON BEHALF OF HIMSELF OR HERSELF TO SUCH MONITORING AND RECORDING. THIS CONSENT IS INTENDED TO BE CONTINUOUS AND APPLY TO ALL SUCH CONVERSATIONS WITH OUR CONTACT CENTERS OVER TIME. YOU FURTHER AGREE THAT YOU WILL NOTIFY AND INFORM ALL DRIVERS AND PASSENGERS OF THE VEHICLE WHO

WISH TO USE THE NISSANCONNECT APPS SERVICES OF THIS AGREEMENT AND ITS TERMS, AND OBTAIN THEIR CONSENT TO SUCH MONITORING AND RECORDING

EXCEPT AS SET OUT IN THE NISSAN PRIVACY POLICY WE DO NOT SELL, DISCLOSE, TRADE OR RENT YOUR DATA/INFORMATION EXCEPT WITH YOUR CONSENT, OR AS MAY BE PERMITTED OR REQUIRED BY THE APPLICABLE LAW. Our privacy policy is located at <http://nissan.ca/common/footer/en/privacy.html>. Depending on which programs you choose to use through the NissanConnect Apps Services you choose to use, we may disclose your information to a third party responsible for providing such program.

**3.4 Use of data for promotional purposes.** We will only contact you with promotional email, mail or telephone communications to the extent permitted by the applicable law or if you have given your prior consent. You may at any time withdraw your consent for the future use of data for promotional purposes without incurring any costs (other than your own communication cost) by selecting your preferences online at <http://canada.nissanconnect.com>, by the methods specified in the communications we provide to you, or as otherwise provided by applicable law.

When we ask you for your consent to use certain information your other choices about how the information may be used will be explained. If you have withdrawn your consent to receive promotional email, mail or telephone communication from us, we will implement such request as soon as commercially reasonably possible after we have received the request and as required by law.

Even if you do not wish to receive promotional communications/materials from us, we may still communicate with you via telephone (including wireless and text messages) , mail, and electronic mail as necessary to provide the Apps Services to you and/or maintain your subscription account.

**3.5 Transfer of data outside Canada.** Depending on the Vehicle specification, the NissanConnect Apps Services subscribed to by you and the location where the Vehicle is used, some data collected in connection with the operation and use of the NissanConnect Apps Services may be processed or transferred to a country outside of Canada, including but not limited to the United States and/or Japan. The data protection of any such country might not offer the same level of data protection as Canada. As a result, any personal data transferred outside of Canada may be subject to access requests from governments, courts, or law enforcement in those other countries according to their laws. However, we will take adequate measures to ensure that the personal data that is collected is processed in accordance with the applicable legislation relating to data protection and privacy laws. Personal data collected and processed by us may also be processed by Service Providers outside Canada; if this occurs those Service Providers will only process any such data in accordance with our instructions and for the purposes described above. Your personal data may be subject to disclosure under the laws of those jurisdictions.

**3.6 Security.** We will maintain data security measures in order to protect any personal data under our control from loss, misuse and alteration. For example, depending upon the applications, we employ the use of encryption technologies and user authentication systems such as passwords and personal identification numbers. All information is stored under commercially reasonable secure measures with access limited only to authorized employees or representatives of Nissan and Nissan retailers who require such information to carry out the purposes set out in this Agreement. We use industry standard practices to protect the privacy of Subscriber information.

Please note that the transmission of information via the internet and other third party communications networks might not be completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of the data and in particular we cannot promise nor guarantee that your communications will not be intercepted by others. In providing some NissanConnect Apps Services to Subscribers, voice and data are transmitted between Nissan Consumer Support and Subscriber Vehicles via the Subscriber's smartphone over mobile cellular telephone networks. These networks are complex and not necessarily secure. Therefore, the privacy and security of conversations or data transmitted to and from the Vehicle cannot be guaranteed.

You agree that we will not be liable for any damages for any loss of privacy occurring in communication over such networks. If you do not notify us of a sale or transfer of your Vehicle or the termination or assignment of lease of your vehicle, we may continue to send certain subscriber information or other information about your account to the address currently on file with us. In such case, we are not responsible for any privacy related damages you may suffer, and you hereby agree to indemnify, defend and hold us harmless against any claims, liabilities and losses brought by third parties as a result of your failure to notify us of a sale or transfer of your Vehicle.

**3.7 Storage period.** We will retain all personal data only as long as necessary for the fulfilment of the above purposes or for a period of time necessary to comply with applicable law, any applicable statute of limitation, or these Terms and Conditions. After such time the personal data will be deleted or made anonymous in accordance with the applicable law.

**3.8 Disclosure of personal data.** We share Subscriber information outside of Nissan with others such as Service Providers only to provide: services for us for the purpose of delivering the NissanConnect Apps Services requested by the Subscriber or other occupants in the Subscriber's Vehicle; to facilitate communication with the Vehicle purchaser; or for limited marketing or promotional information as described in this Agreement. For other purposes, we may provide aggregate statistics about Subscribers and related NissanConnect Apps Services information to third parties, but these statistics will not include any personal identifying information. When required, we may be compelled to release information to comply with the law or binding or enforceable orders of public authorities or courts, or to enforce or apply the terms of these Terms and Conditions for NissanConnect Apps Services. We may also disclose personal information in accordance with our privacy policy located at <http://nissan.ca/common/footer/en/privacy.html>.

**3.9 Right of access and correction.** You can access, correct, modify, delete your personal data in accordance with applicable privacy legislation. To exercise these rights, you can edit your account on the Website or contacting Nissan Consumer Support.

#### **4. SPECIAL INFORMATION ABOUT SERVICE AND SYSTEM LIMITATIONS**

Your NissanConnect Apps Services are only available in Canada.

Your NissanConnect Apps Services work using wireless communication networks and the Global Positioning System ("GPS") satellite network. NOT ALL NISSANCONNECT APPS SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES. The area that you are driving in may affect the service that we can provide to you, including but not limited to routing service. Additionally, services are not available if the GPS system is not working (map CD or DVD may be required). Certain programming limitations of the GPS system may impair our ability to determine your Vehicle's precise location.

#### **5. YOUR RESPONSIBILITIES**

**5.1. Maintaining Your Account.** Your receipt of the NissanConnect Apps Services is dependent upon your activation of the NissanConnect Apps Services as described above. You are responsible for maintaining a valid form of payment for the NissanConnect Apps Services basic and premium package after the expiration of any Initial and Renewal Service Period. For any additional information related to account management, please refer to the Website.

**5.2. Passwords/User ID.** You promise to be fully responsible for the protection of your password and user ID. Anyone who has your password or user ID may be able to access the NissanConnect Apps Services and neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your password and user ID or other information that can be used to identify your account to request services for your Vehicle.

**5.3. Proper Use of the Services.** You promise not to use any NissanConnect Apps Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. You promise you will not abuse or do anything to damage our business operations, services, reputation, employees, facilities, or those of the Service Providers. If you do any of these things, you agree you will be responsible for any amount we claim plus any expenses, or that anyone else claims from us, plus any expenses, resulting in whole or in part from that use or your actions. You hereby agree to indemnify, defend, and hold us harmless against any claims, liabilities and losses brought against us by any third party as a result of your breach of any provision of this Agreement.

You cannot resell, copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any content you receive through NissanConnect Apps Services and you cannot use any content you receive through the NissanConnect Apps Services for commercial purposes.

**5.4. Safeguarding and Use of Others' Information.** Certain information you receive through your NissanConnect Apps Services belongs to us, the Service Providers, and/or third parties who provide it through us. It may be covered by one or more copyrights, trademarks, service marks, patents, or other legal protections. You promise not to use any content you receive through NissanConnect Apps Services except as expressly authorized by us and our Service Providers.

**5.5. Other Users or Occupants of your Vehicle.** YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF NISSANCONNECT APPS 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, THROUGH NISSANCONNECT APPS SERVICES. You promise to educate and inform all users and occupants of your Vehicle about the NissanConnect Apps Services and system features and limitations, the terms of the Agreement, and the Nissan privacy policy located at <http://nissan.ca/common/footer/en/privacy.html>. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Vehicle. If you or a driver of your Vehicle uses the

NissanConnect Apps Services 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.

## **6. SPECIAL NOTICES**

**6.1. Software, Hardware and Equipment Updates.** The NissanConnect Apps Services involve software (including Vehicle software) that we may need or want to change from time to time. We may do this remotely without notifying you first. Such changes may affect or erase data you have stored on the NissanConnect Apps Services system in your Vehicle. Unless otherwise required by law, we are not responsible for lost data. You do not own the NissanConnect Apps Services software or acquire any rights to use or modify the NissanConnect Apps Services software on your own. Your Vehicle's systems also involve software that we may need to change from time to time. If this software is owned or managed by our Service Providers, you hereby agree and consent that we may assist them to do this remotely without your further consent.

**6.2. Smartphone Connectivity and Roaming.** Part of NissanConnect Apps Services use your smartphone data plan to establish a connection with the Service Providers. Each time you pair or sync your supported smartphone with your Vehicle you agree that the NissanConnect Apps Services system may use your data plan without prior notice. If you do not have an unlimited data plan with your mobile cellular telephone network carrier, it is your responsibility to control the usage of those services. You are solely responsible for complying with, and abiding by the agreement you have with your mobile cellular telephone network carrier. Additionally, in case you exit your service area, without any actions (for example, by disabling roaming), the NissanConnect Apps Services will continue to operate and you may have to pay additional roaming fees depending on your network carrier.

**6.3. Technology and Communications.** The NissanConnect Apps Services cannot work unless your Vehicle is in a place where your mobile cellular telephone network carrier has coverage. The NissanConnect Apps Services that involve location information about your Vehicle cannot work unless GPS satellite signals are unobstructed, available in that place and compatible with the NissanConnect Apps Services hardware as well.

**6.4. Telecommunications/GPS Changes.** The NissanConnect Apps Services system uses digital wireless telecommunications technology and GPS technology that are outside of our control. Telecommunications technologies have been known to change over time, resulting in the obsolescence of certain telecommunications networks. If the telecommunications technology or GPS technology used by your NissanConnect Apps Services system changes in a way that results in incompatibility of those technologies with your NissanConnect Apps Services system, then your system will not work and we may be forced to terminate your NissanConnect Apps Services. If that happens, we will notify you of the effective date of termination and describe each of our rights and obligations. NCI makes no representations regarding telecommunications and GPS technology used to provide the NissanConnect Apps Services. NCI cannot be held responsible for any changes by those who provide the technologies, and the compatibility or loss of services as a result.

**6.5. Content Providers.** Certain Service Providers impose further terms and conditions as a condition of providing their services. By using NissanConnect Apps Services to access content or services from such a Service Provider, you also agree to be bound by the terms and conditions of that Service Provider. NCI makes no representations regarding the availability of any app or of the services or content you select when using the NissanConnect Apps Services and cannot be held responsible for app availability or the app content or the app services provided to you.

**6.6. Maps and Navigation.** The routing data that we provide to you is based on the most current map information available to us, but may be inaccurate or incomplete. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads, detours or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. In addition, traffic, weather and other events may cause road conditions to differ from the results generated. Therefore, you should always use good judgment, obey traffic and roadway laws and instructions and evaluate whether it is safe and legal based on current traffic, weather and other conditions to follow the directions provided by the NissanConnect Apps Services or your Vehicle's navigation system. NCI makes no representations regarding the completeness or accuracy of the map information provided to you other than it is based on the most current information available to us when you subscribe to the NissanConnect Apps Services. NCI cannot be held responsible for any inaccuracies or incompleteness of the map data provided to you.

**6.7. Geography and Environment.** There are other circumstances that we cannot and do not control that may prevent us from providing NissanConnect Apps Services to you at any particular time or place, or that may impair the quality of the NissanConnect Apps Services. Some examples are hills, tall buildings, tunnels, weather, damage to important parts of your Vehicle in an accident, or wireless phone network congestion.

**6.8. Outside Our Control.** We are not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, we are not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples



include public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labour shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment failures.

**6.9. Available Information.** The NissanConnect Apps Services may be limited to certain geographic areas where map data and/or content providers are available in those areas, which may be less than that which is otherwise generally available.

## **7. WARRANTIES & LIABILITY**

**7.1. No Warranties.** Warranties are special kinds of promises. Your Vehicle's limited warranty or hardware maker's limited warranty (if applicable) includes the NissanConnect Apps Services equipment in your Vehicle, BUT DOES NOT COVER THE NISSANCONNECT APPS SERVICES OR THE WIRELESS SERVICE. In addition, we cannot promise uninterrupted or problem-free service, and cannot promise that the data or information provided to you will be error-free. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. NEITHER WE, NOR ANY THIRD PARTY BENEFICIARY, MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT NISSANCONNECT APPS SERVICES OR ABOUT ANY DATA OR INFORMATION OR SERVICES PROVIDED THROUGH IT. THIS MEANS, AMONG OTHER THINGS, NO WARRANTIES OF CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, DURABILITY, MERCHANTABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT.

**7.2. Applicable Law.** Except for residents of Quebec, 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 Province of Ontario and the laws of Canada that apply to Ontario. You and we agree that any disputes arising out of or in connection with this Agreement and/or your use of the NissanConnect Apps Services shall be subject to the exclusive jurisdiction of the courts to hear such disputes in the Regional Municipality of Peel, Province of Ontario, Canada. For residents of Quebec, this Agreement and any disputes arising out of or relating to it will be governed by the laws of the Province of Quebec and the laws of Canada that apply to Quebec. You and we agree that any disputes arising out of or in connection with this Agreement and/or your use of the NissanConnect Apps Services shall be subject to the exclusive jurisdiction of the courts to hear such disputes in Montreal, Canada.

## **8. SPECIAL INFORMATION AND AGREEMENTS ABOUT CERTAIN SERVICES**

**8.1 Application Services** Through your smartphone data plan, several on-board application services are delivered. The NissanConnect unit is not compatible with all smartphone technologies/vendors. For safety and regulatory reasons, some services may be deactivated while driving, or during the term of your subscription. For more information about the smartphone compatibility matrix, please refer to the Website at <https://canada.nissanconnect.com>. NCI makes no representations regarding the actual compatibility of your mobile phone or Smartphone with the NissanConnect Apps Services and cannot be held responsible for any lack of compatibility or loss of services as a result.

Application types: To support the connectivity, you have to download the **NissanConnect Application** on your Smartphone from the Smartphone Application store.

Smartphone applications can be also replicated on the NissanConnect unit. Through the **NissanConnect Application**, you will have the opportunity to select from the available Applications you want to display on the NissanConnect device. All the Smartphone applications are not compatible with the NissanConnect unit. Applications will change over time and some offered may not be offered or available in the future. NCI is not responsible for availability and content of the applications that are provided by our Service Providers.

END of Terms and Conditions.