

CONNECTED SERVICES TERMS OF USE

Effective as of March 4, 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.

NOTICE OF VERIZON CDMA/3G SUNSETTING:

Verizon will be retiring its CDMA/3G network technology by the end of 2022. As a result, the Toyota and Lexus vehicles that rely on this network technology for their Connected Services will lose several features and have limited functionality in their telematics capabilities as of November 1, 2022. For more information, please see Paragraph 11 below.

Welcome to your Connected Services (“**Services**” or “**Service**”), provided to you by Lexus, a division of Toyota Motor Sales, USA, Inc., and its affiliates (“**Lexus**,” “**us**,” “**our**,” and “**we**”). This is a legal agreement between you and us. Before using the Services whether as a trial subscription or subscribing to a Service Plan, you accept and agree to be bound by these Terms of Use, the **Connected Vehicle Privacy Notice**, and the other applicable rules, policies, and terms posted on www.Lexus.com or available through your Connected Services app (collectively, this “**Agreement**”). By using these Services, you agree to be bound by the terms of this Agreement. If you do not accept the terms of this Agreement, then you may not use the Services. **You can contact us at any time by calling Lexus at (800) 255-3987, by visiting <https://www.lexus.com/contact> and selecting the “Email” button, or by writing to us at Lexus, Connected Services, P.O. Box 259001, Plano, TX 75025-9001.**

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 your Services. **Failure to cancel your Services within 15 days of enrollment for the Services will be deemed acceptance of this Agreement, even if you have not signed the Subscription Services Agreement. You may revoke this acceptance at any time by canceling as described in Section 6. 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 (800) 255-3987. This Agreement may be amended by us, without notice to you, in our sole discretion, from time to time. The most current Agreement is available on our website at www.lexus.com/privacyvts under the “Agreement” tab.

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, debit card, or automated clearinghouse (“ACH”) transaction.

Automatic Renewal Conditions – Annual. If you provide your credit or debit card number and you choose to subscribe to a Service Plan with the Annual Payment Option, you authorize us to automatically renew your Service for a one-year or multi-year subscription as indicated by you, beginning on the scheduled expiration date, and annually thereafter, by charging the then current annual subscription fee to your account unless you cancel your subscription by calling us at (800) 255-3987.

Automatic Renewal Conditions – Monthly. If you provide your credit or debit card 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 (800) 255-3987. If you choose the Monthly Payment Option, depending on your vehicle, your Renewal Date will be either: (i) the date each month that is one month after your paid subscription enrollment date; or (ii) the first of each month. If your Renewal Date is the first of each month, and your paid subscription enrollment date occurs on the 29th, 30th or 31st of a month, your first bill will pro-rate to the beginning of the next month (1-3 days later) and then your subscription will renew on the 1st of every month thereafter. You may determine which option applies to your vehicle by calling us at (800) 255-3987 and providing us with your VIN. 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, debit card, and ACH.

The annual or 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, debit card, or ACH information is maintained in a secure manner. If you pay your dealer directly, your dealer will remit your payment to us. 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. For the period of your trial subscription, taxes, fees and surcharges are included in the trial.

5. PAYMENT DISPUTES

The price of your Service Plan may change over time; and upon the expiration date of your Service Plan, we will use the rates then in effect for the applicable payment period for those 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 (800) 255-3987 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. In such a case, we will refund any amounts you have paid in advance for a yearly or multiple year subscription.

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 17 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 or terminate your Service for any reason.

8. REFUNDS TO YOU

If you purchased a paid Service Plan and it is cancelled for any reason, either by Lexus or by you, we will prorate the amount owed or to be refunded as of the date of cancellation, without any deductions. Any refund shall be processed immediately by us. If you provide us with your credit or debit card number, we will credit the amount of your refund to the card account you originally used to purchase the Service Plan. If either there is no valid credit or debit card number on file or the card number on file for your account is different from the card against which the purchase was originally made or you paid using ACH, we will send you a check to the address we have on file for you in the amount to be refunded via U.S. mail. There will be no prorated refund if you are paying for your Services on a month-to-month basis. Your services will continue until the end of the month in which you cancelled, and then the Service Plan will terminate.

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 or change the choices you have selected for your Service.

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. NOTICE OF VERIZON CDMA/3G SUNSETTING

Verizon will be retiring its CDMA/3G network technology by the end of 2022. As a result, the Toyota and Lexus vehicles that rely on this network technology for their Services will lose several features and have limited functionality in their telematics capabilities as of November 1, 2022 (“**Affected Features**”). A list of the affected vehicles and the Affected Features for each vehicle is provided in Appendix 1 (Affected Vehicles and Features by Verizon CDMA/3G Sunsetting). You understand and agree that if you own one of the affected vehicles, your Services will no longer have the Affected Features as of November 1, 2022.

12. MODIFICATION TO AGREEMENT

Lexus may modify this Agreement by giving you notice or by asking you to read and accept a new version. We may give you notice by posting a new version of the Agreement at www.lexus.com/privacyvts. If you do not agree with any modification, then you may not use the Services. Your continued access or use of the Services after our notice indicates your acceptance of the modified Agreement.

13. 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.

14. 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.

Enform Dynamic Navigation. Certain vehicles with embedded navigation and GPS have an Enform Dynamic Navigation application. Please contact your dealer or the Lexus Customer Assistance Center to confirm whether your Vehicle has Dynamic Navigation.

Dynamic Routes & Maps. Lexus provides instant over-the-air map improvements to your vehicle mapping system. Your Location is not used to provide this Service.

Dynamic POIs. If you search for a point-of-interest (“**POI**”), your Location is transmitted to and used by Lexus to provide improved search results.

Dynamic Commute. You may opt-in to Dynamic Commute in your Vehicle’s multimedia system and Lexus will collect and use, but will not share, your Vehicle’s current Location, location history, vehicle direction and speed to provide predictive routes and driving times and directions. After opting-in, you may delete the Dynamic Commute application, or temporarily turn off data collection in the Settings screen of the Dynamic Commute application in your Vehicle’s multimedia system.

15. 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 the following specific circumstances described in this Section. See the **Connected Services Privacy Notice** for a more detailed description of data collection, use, sharing, and retention.

Many local and state governments have adopted laws or ordinances that limit vehicle idling and impose penalties for noncompliance. When using the Remote Engine Start feature, you are responsible to understand and are legally obligated to follow such idling laws. For example, if your local and state idling limit is less than the 10 minute idle time for the Remote Engine Start feature, use of this feature may result in your legal noncompliance for which you are solely responsible.

When you remotely request the Location of your Vehicle (utilizing the Vehicle Finder feature), Lexus will transmit to the Enform Remote Application a map pinpoint with address displaying the Location of your Vehicle from the last Ignition Off.

The Guest Driver Monitor feature will send information to Lexus and to the Remote Application on your mobile device when a condition you set is exceeded. Examples of conditions you may set include, a defined speed limit, curfew, miles driven, travel range and ignition-on. Lexus only collects and stores Guest Driver Monitor data when a condition has been exceeded and Lexus transmits this data to you.

16. 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 the United States may be limited, or not work, outside of the continental United States, Alaska and Hawaii. Services may not be renewed if your vehicle has left the continental United States, Alaska or Hawaii.

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. **Software Updates.**

During the Term, we may provide you with software updates to the System and/or Services which may contain enhancements, improvements, changes to functionality, corrections, or other modifications that we may make generally available to our customers (“**Updates**”) at no additional charge. All Updates provided to you are deemed part of the System and/or Service, as applicable. In order to maintain proper functionality of the System and/or Services, you are responsible for installing all Updates as soon as practicable after notice or receipt from us. If you do not install the Updates, then the System and/or Service may not work and/or certain features may become disabled.

g. 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.

17. THIRD PARTY SERVICE PROVIDERS AND BENEFICIARIES

We work with many different companies, individuals and government entities to provide you with your 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. 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.

18. 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 OF 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.

19. 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 Toyota Motor Sales, USA, Inc. nor any third-party beneficiary makes ANY WARRANTIES, 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 of merchantability 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 in connection with the content quality, accuracy, timeliness, completeness, correctness, reliability, merchantability, or fitness for a particular purpose. All warranties 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.

20. LIMITATIONS OF LIABILITY, LIQUIDATED DAMAGES, AND INDEMNITY

You and we are each waiving important rights.

a. Limitations of Liability by Us

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

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

Neither we 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) in connection with the Services or the System, even if we, the Underlying Wireless Carrier, 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). Some states do not allow the exclusion or limitation of incidental or consequential damages, so those particular limitations may not apply to you. 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 us, our third party service providers, the Underlying Wireless Carrier or any third party beneficiary.

If we, 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 the total amount paid by you for the Services. Neither Lexus, 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. This amount is the sole and exclusive liability of us, 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.

b. Limitations of Liability by You

For yourself and for anyone else claiming under you, you agree to release and discharge Toyota Motor Sales, USA, Inc. 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, Deceptive Trade Practices Act violations, bad faith, or breach of warranty of us or the malfunction of the System. YOU AGREE TO INDEMNIFY US, THE UNDERLYING WIRELESS CARRIER 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 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.

Unless otherwise provided in this Agreement, you agree that your maximum liability to us under any theory (including but not limited to fraud, misrepresentation, breach of contract, personal injury, or products liability) is limited to any charges due and owing by you to us.

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.

21. HOW WE WILL RESOLVE DISPUTES BETWEEN US

If you and we 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, 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 this Agreement affects interstate commerce and that the Federal Arbitration Act and other federal arbitration law apply to arbitrations under this Agreement (despite any other choice of law provision). To the extent that the Federal Arbitration Act and federal arbitration law do not supply substantive law necessary for the resolution of any disputes or claims, the laws of the State of Texas shall apply, except that Texas 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 State of Texas shall apply, except that Texas laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply.

For claims of \$10,000 or less, arbitration will be conducted by the American Arbitration Association (“AAA”) in accordance with AAA’s Consumer Arbitration Rules. 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 AAA (www.adr.org). You expressly waive the right to request or maintain any class arbitrations even if AAA 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 AAA 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

attorneys, experts, and witnesses. You agree that any claim for or award of attorneys' fees, including any such claim or award pursuant to Chapter 38 of the Texas Civil Practice and Remedies Code, 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 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 do not apply, or a claim proceeds in small claims court, 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 years after the claim or cause of action arose. This Agreement to arbitrate survives the end of the contractual relationship between us.

22. 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 of the State of Texas, except that Texas laws concerning choice of law or conflicts shall not apply if they would cause the substantive law of another jurisdiction to apply. Notwithstanding, Section 21 shall be governed by the Federal Arbitration Act and the laws of the State of Texas, 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 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 Toyota Motor Sales, USA, 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 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 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.**

APPENDIX 1

Affected Vehicles and Affected by Verizon CDMA/3G Sunsetting

| TOYOTA | |
|---|--|
| Affected Vehicle | Affected Features |
| <ul style="list-style-type: none"> • 2012 – 2015 Prius Plug-in • 2016 – 2017 Mirai • 2012 – 2014 RAV4 EV | <p>EV Fuel Cell</p> <p>Services offered through Entune App Suite (Charge Management, ECO Dashboard, Remote Climate and Vehicle Finder, as applicable) — as of November 1, 2022</p> |
| <ul style="list-style-type: none"> • 2011 – 2017 Sienna • 2010 – 2016 Prius • 2012 – 2015 Prius Plug-in • 2012 – 2016 Prius V • 2014 – 2018 Highlander/HV • 2013 – 2017 Camry/HV • 2012 – 2014 RAV4 EV • 2010 – 2019 4Runner • 2016 – 2017 Mirai • 2013 – 2018 Avalon/HV • 2011 – 2017 Land Cruiser | <p>Safety Connect</p> <p>(NOTE: Safety Connect® availability varies per equipped model).</p> |
| LEXUS | |
| Affected Vehicle | Affected Features |
| <ul style="list-style-type: none"> • 2010 – 2017 — all models (excluding 2016-2017 CT 200h with Standard Audio System) • 2018 GX | <p>Lexus Enform Safety Connect®</p> |
| <ul style="list-style-type: none"> • 2010 – 2017 — all models with a Navigation Package (excluding 2016-2017 CT 200h with Standard Audio System) • 2018 GX (with a Navigation Package) | <p>Lexus Enform Destination Assist</p> |
| <ul style="list-style-type: none"> • 2015 GS, LS, RC, IS (excluding IS C), ES & NX (navigation equipped vehicles) • 2016 – 2017 — all models • 2018 GX | <p>Lexus Enform Remote</p> |
| <ul style="list-style-type: none"> • 2016 – 2017 — all models (excluding 2016-2017 CT 200h with Standard Audio System) • 2018 GX | <p>Lexus Enform Service Connect</p> |

Please go to www.toyota.com/privacyvts or www.lexus.com/privacyvts for a description of the Affected Features.