

Jaguar Land Rover Comfort Controller App

End User Licence Agreement

Version: 1.0

Last modified: 24th January 2018

By downloading the Comfort Controller App you acknowledge and agree to the terms and conditions of this End User Licence Agreement and the Comfort Controller App Privacy Policy. In particular your attention is drawn to the “Disclaimer of warranty” section.

1. About this End User Licence Agreement

- 1.1. This End User Licence Agreement is a contract between Jaguar Land Rover Limited and you, the user of the Comfort Controller App.
- 1.2. We are a company incorporated and registered in England and Wales with company number 1672070 whose registered office is Abbey Road, Whitley, Coventry, CV3 4LF. Our VAT number is GB 927 1532 28.
- 1.3. This End User Licence Agreement also applies to any update, upgrade or addition to the Comfort Controller App that we make available to you at any time, unless we inform you that such update, upgrade or addition is governed by a separate licence agreement.
- 1.4. Your only right to use the Comfort Controller App is under the terms and conditions of this End User Licence Agreement and it is our intention that you are legally bound by them. For your own benefit and protection please read this End User Licence Agreement carefully and keep a copy for your future reference.
- 1.5. This End User Licence Agreement does not affect consumer rights you may have granted by law.
- 1.6. If you have any questions about this End User Licence Agreement, please contact our Customer Services Team (contact details can be found at www.jaguarlandrover.com).

2. Your permission to use the Comfort Controller App

- 2.1. We grant you permission to use the Comfort Controller App on any compatible device that you own or control in connection with your compatible Jaguar or Land Rover vehicle (see clause 3 below), subject to the following conditions:
 - 2.1.1. You must only use the Comfort Controller App for personal use;
 - 2.1.2. You are not permitted to use the Comfort Controller App for any commercial purposes. For example, you are not permitted to copy or distribute the Comfort Controller App or otherwise make the Comfort Controller App available to third parties (including selling, renting, leasing, loaning or sublicensing);
 - 2.1.3. You are not entitled to modify, reverse engineer, decompile or disassemble the software code of the Comfort Controller App in any way (except for open source software components or to the extent permitted by applicable law);
 - 2.1.4. You must take care not to do anything that could harm the Comfort Controller App or any related equipment or computer systems;

- 2.1.5. You must comply with all App-store terms of service which apply to your download of the Comfort Controller App;
- 2.1.6. You must not use the Comfort Controller App in any ways which contravene applicable laws. For example, you are responsible for observing all laws and regulations relating to use of your device in a vehicle and, in particular, you must not use your device while driving.
- 2.2. Please note, because we provide the Comfort Controller App immediately upon your download request, you will not be permitted to cancel this contract under any consumer rights relating to distance selling.
- 2.3. We may in our discretion discontinue or modify the Comfort Controller App at any time.

3. What you will need to use the Comfort Controller App

- 3.1. The Comfort Controller App will only operate with a Jaguar or Land Rover vehicle which has WiFi Hotspot and other necessary equipment and systems installed.
- 3.2. In order to use the Comfort Controller App you will need a device which is compatible with the Comfort Controller App.
- 3.3. Please refer to our website or the instructions displayed in the vehicle and the Comfort Controller App for further information about what is required and how to connect the Comfort Controller App to your vehicle.

4. App-store Operator

- 4.1. The App-store operator and its associated companies are not a party to this End User Licence Agreement and have no responsibility under it.
- 4.2. You acknowledge that:
 - 4.2.1. the App-store operator shall not be responsible for responding to any product claim relating to the Comfort Controller App, including but not limited to: (i) claims related to the performance of the Comfort Controller App or compliance with applicable legal or regulatory requirements; (ii) claims resulting from an infringement of a third party intellectual property right; and (iii) product liability claims; and
 - 4.2.2. the App-store operator has no obligation whatsoever to provide any maintenance and support services with respect to the Comfort Controller App.
- 4.3. You further acknowledge that the App-store operator and its associated companies are third party beneficiaries to this End User Licence Agreement and that, upon your acceptance of this End User Licence Agreement, the App-store operator will have the right (and will be deemed to have the right) to enforce this End User Licence Agreement against you.

5. Ownership

- 5.1. Unless otherwise stated, the copyright and all other intellectual property rights in and relating to the Comfort Controller App are owned or licensed by us or our group companies.
- 5.2. Some of the software components used in the Comfort Controller App are open source software and these are owned by third parties. Details of such open source software components and the third party licence terms and conditions that apply to

them can be found in the Settings/Open Source Software section of the Comfort Controller App.

6. Disclaimer of warranty

- 6.1. You acknowledge that the Comfort Controller App is provided to you by us free of charge. Accordingly the Comfort Controller App is provided to you on an "as is" basis. We give no express warranties, guarantees or conditions in relation to the Comfort Controller App. To the extent permitted under your local laws, we exclude any implied warranties and conditions in relation to the Comfort Controller App.
- 6.2. Without limiting clause 6.1, clause 6.1 means, in particular, that:
 - 6.2.1. We do not guarantee that the Comfort Controller App will be compatible with your device or will operate correctly with any other software on your device.
 - 6.2.2. We are not responsible for the security or integrity of any data transmitted or received via the internet or wireless communication networks when downloading or using the Comfort Controller App.

7. General

- 7.1. Sometimes, because of changes to our business, changes in the law or our arrangements with third parties, we may have to make changes to this End User Licence Agreement. You can see when changes have been made by checking the version and date on which they were last modified indicated at the start of this End User Licence Agreement. We will not notify you individually of any changes in this End User Licence Agreement. It is therefore important that you check the latest version on each occasion when you download the Comfort Controller App.
- 7.2. This End User Licence Agreement is a contract between you and us and forms the entire agreement between you and us. Subject to the rights of the App-store operator contained in clause 4.3 above, no-one except you and us has any right to enforce the terms and conditions of this End User Licence Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 7.3. We may transfer any of our rights or obligations arising under this End User Licence Agreement at any time, provided such transfer does not adversely affect your rights under this End User Licence Agreement. For example, such a transfer may occur if there is a future sale or reorganisation of our business.
- 7.4. In the event that any provision or part of this End User Licence Agreement should be or become invalid, the other provisions and parts of this End User Licence Agreement shall still apply.
- 7.5. All communications between you and us in connection with this End User Licence Agreement will be conducted in the English language.
- 7.6. Any communications we send to you individually in connection with this End User Licence Agreement will be sent to the most recent e-mail address or postal address provided to us by you.
- 7.7. If you downloaded the Comfort Controller App in the United Kingdom, English law applies to this End User Licence Agreement. If any disputes arise between you and us in relation to this End User Licence Agreement and you want to take court proceedings, you must do so in the English courts unless you reside in Scotland, Wales or Northern Ireland, in which case you may do so in the courts of the country in which you reside.

- 7.8. If you downloaded the Comfort Controller App outside of the United Kingdom, the laws of that country apply. If any disputes arise between you and us in relation to this End User Licence Agreement and you want to take court proceeding, you may do so in the courts of the country in which you reside.
- 7.9. You may have rights under the laws of your country and this End User Licence Agreement shall not change those rights unless such laws permit this.

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Privacy Policy

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1. We take your privacy very seriously and we comply with the relevant provisions of data protection legislation. We will only obtain and use information from your use of the Comfort Controller App in accordance with this Privacy Policy and the End User Licence Agreement.
2. We use Google Firebase Analytics software on the Comfort Controller App to compile anonymous, aggregated statistics that allow us to understand how our customers use the Comfort Controller App and to help us improve it. Please see www.google.com/policies/privacy/partners for further information.
3. The main types of anonymised information that may be collected via the analytics software are:
 - 3.1. Device type and firmware version
 - 3.2. Device's locale settings and country code
 - 3.3. Amount of time the Comfort Controller App and its different features are used
 - 3.4. Other data as set out in the Google Firebase Analytics privacy information at www.google.com/policies/privacy/partners
4. This data does not personally identify you or your vehicle. It will only be available to us and our analytics service provider.
5. At any time you may choose not to allow collection of this analytics data via the Settings/Data Privacy section of the Comfort Controller App.
6. Please be aware that we may record telephone calls you make to our customer support centres for training, audit and quality purposes.