



## Jaguar InControl® Touch Pro™ Feature Terms

Effective June 1<sup>st</sup> 2018

In these Terms “we/us/our” means Jaguar (which is a trading name of Jaguar Land Rover Limited (company number 1672070) with its registered office at Abbey Road, Whitley, Coventry, CV3 4LF, and Jaguar Land Rover North America, LLC, located at 100 Jaguar Land Rover Way, Mahwah, New Jersey 07495-1100).

### 1. About these Terms

The following terms and conditions (“**Terms**”) apply to vehicles equipped with Jaguar InControl® Touch Pro™ and cover InControl Touch Pro Features, Web-browser Features, and Software Update features (collectively, “**Features**”), as each is defined below. “**InControl Touch Pro Features**” means certain navigation and/or media features which may (depending on your vehicle’s make, model and subscription) be available on your vehicle. “**Web-browser Features**” means the World Wide Web browser functionality which may (depending on your vehicle’s make, model and subscription) be available on your vehicle, and which may be functional when your vehicle has data connectivity. “**Software Updates**” means the over-the-air software updates, which can be downloaded directly to your vehicle, for InControl Touch Pro or any other vehicle systems.

**Please be advised that the Features (if available in your vehicle depending on your vehicle’s make, model and subscription) operate within your vehicle’s InControl system, and require data connectivity to work. As such, in addition to these Terms, the Jaguar InControl® Package Terms and Conditions, which contains a limitation of liability in our favor, and Privacy Policy for Jaguar InControl® Services apply. Please refer to our Jaguar InControl Package Terms and Conditions and Privacy Policy for Jaguar InControl Services which you can read here: <https://www.jaguarusa.com/owners/incontrol/incontrol-support/index.html> . Additionally, your use of the Features is also subject to your data network provider’s service agreement (or equivalent), terms of use and privacy policy.**

Please note that not all of these Features may be available on your vehicle as this depends on the specification for your vehicle model and country. Please contact your Jaguar retailer for details.

Certain InControl Touch Pro Features are provided through selected third party providers. Therefore, certain InControl Touch Pro Features, and your use of those Features, are governed by such Feature providers’ end user license agreement(s) (or equivalent), terms of use and/or privacy policies (as applicable), as follows:

- 1.1 The InControl Touch Pro Feature that provides relevant artist and/or album artwork for a song played through the infotainment system is provided through Gracenote®.<sup>1</sup> By

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<sup>1</sup> NOTE: Gracenote is a registered trademark of Gracenote, Inc.

using this Feature, you accept and agree to these Terms and to Gracenote's terms of use, which you can find in the owner handbook.

1.2 The InControl Touch Pro Feature that provides connected navigation functionality is provided through HERE Europe B.V. Prior to activating connected navigation in your vehicle, you will be asked to review and accept HERE Europe B.V. terms of use and privacy policy, which may review in advance here:

- <https://legal.here.com/terms/serviceterms/>
- <https://legal.here.com/privacy/policy/>

**IMPORTANT:**

- To disable data connectivity please go to 'Connectivity Settings' in the 'Settings' menu and select 'OFF' for 'Mobile Data'. Once you have disabled data connectivity, your vehicle will not transmit any data relating to your use of the Features, and all elements of the Features that require data connectivity will no longer operate.
- You are responsible for ensuring that any other people you allow to use the vehicle are aware of these Terms and use the Features in accordance with these Terms.
- These Terms also apply to you if you use a vehicle with the Features that is part of a "fleet" even if you did not personally purchase or lease the vehicle or subscribe for the Features. A fleet is a group of vehicles that are maintained, owned or leased by a business or other organisation and not by an individual or family. For example, this may include a rental vehicle provided to you by a rental company, a vehicle made available to you by your employer, or a vehicle made available to you by us or our authorized retailers on a temporary loan basis.

If you have any questions about these Terms, please contact your Jaguar retailer. For information about our privacy practices, email us at [incontrolprivacy@jaguarlandrover.com](mailto:incontrolprivacy@jaguarlandrover.com), call us at **1-800-4JAGUAR** or send your correspondence to:

**Jaguar Land Rover North America, LLC**  
**100 Jaguar Land Rover Way**  
**Mahwah, New Jersey 07495-1100**  
**Attn: Customer Care – Privacy Issues**

**2. Personal SIM and data charges**

2.1 You will need a Subscriber Identity Module card (Personal SIM) and data plan to use certain Features and functionality (for example, the Web-browser Features and certain Software Update features). The Personal SIM in the vehicle must be fully operational, and the relevant Features or functionality will not work if the Personal SIM is damaged, removed or incorrectly installed. The Personal SIM is either supplied with the vehicle

or separately purchased and supplied by you, depending on specification for your vehicle model and country.

- 2.2 If a Personal SIM is originally supplied with the vehicle and you choose to replace it with another SIM, you will be responsible for all data charges for use of the Features. Removing, replacing or otherwise modifying the Personal SIM, if one was supplied with your vehicle, may disable certain Features, and/or may result in significant data usage charges. We cannot accept any responsibility for death, injury or damage caused by improper removal, replacement or modification of a Personal SIM, and you will be held responsible for any and all damages, liabilities, costs (including costs of InControl Touch Pro Features), expenses and risk caused thereby.
- 2.3 You are responsible for all network provider and data plan charges relating to any retail data plan for your Personal SIM and use of the Features (after any initial free trial period or inclusive data plan where applicable). This includes any network provider charges for international data roaming. Further details on any initial free trial period or inclusive data plan that may be available on your vehicle can be found in your Jaguar InControl Package Terms and Conditions. The Connectivity and Navigation settings on the vehicle allow you to enable or disable Personal SIM data connectivity for the Features – please check these settings if you wish to avoid international data roaming charges.
- 2.4 You should remove your Personal SIM if you no longer own or use the vehicle. If you do not, you will continue to be responsible for data charges (if any) for use of the Features on the vehicle.
- 2.5. You can disable Personal SIM data connectivity for the Features at any time via the Connectivity settings on the vehicle or by removing the Personal SIM.
- 2.6. These Terms apply to any access and use of the Features, whether via the Personal SIM or if you connect via a Wi-Fi hotspot.

### **3. InControl Navigation Account and subscriptions**

- 3.1 To use certain functionality of the navigation Feature you will first need (a) an active data connection in the vehicle, (b) to set up an InControl Navigation Account on the vehicle or via the InControl Route Planner website at <https://jaguar.here.com/> and (c) a current subscription (a subscription is your right to access and use a connected Feature for a certain period of time). To use certain functionality of the navigation Feature, you will also have to review and accept HERE Europe B.V. terms of use and privacy policy.
- 3.2 An initial subscription is included when the vehicle or option pack is originally purchased. To continue using the relevant functionality of the navigation Feature after the initial subscription period, you will need to renew your subscription and pay the applicable renewal charges. Further information about the initial subscription and how to renew can be obtained from your Jaguar retailer.

- 3.3 You are responsible for cancelling your InControl Navigation Account and InControl Route Planner and subscription if you no longer own or use your vehicle (for example, if you sell the vehicle, your lease expires, or the vehicle is lost or stolen).
- 3.4 You are responsible for keeping your InControl Navigation Account and InControl Route Planner information accurate and up-to-date, and keeping your log-in details secure and confidential. Unless we are at fault, we cannot be held responsible for any unauthorised access to and use of your InControl Navigation Account or the Features.
- 3.5 Following the expiry of your subscription, we may delete all records and data in our possession or control relating to you without liability to you.

#### **4. Software Updates**

- 4.1 InControl Touch Pro incorporates software that provides navigation, infotainment, Bluetooth and other functionality. Software Updates may update InControl Touch Pro software, as well as software that is relevant to other vehicle systems that control vehicle functions (e.g., cameras, battery performance, etc.).
- 4.2 If you enable Software Updates, from time to time we will notify you of Software Updates we make available for your vehicle. Information will be provided about the Software Update, as well as notification of any additional terms and conditions that may apply. By accepting a Software Update, you agree to the Software Update (and the software that is being updated) being installed on your vehicle, any changes it makes to the vehicle systems, and any applicable additional terms and conditions to which you must agree prior to it being installed on your vehicle. You can withhold or withdraw your consent. The software and Software Updates are installed by Jaguar, and you can contact us with any questions as set forth in clause 1.2 of these Terms.
- 4.3 Nothing in these Terms will obligate us to make a Software Update available for your vehicle, or prevent us from charging an additional fee for a Software Update. One or more features, functionality, or services incorporated into a Software Update may require a separate fee paid by you, or payment of a subscription fee by you, in order to operate. You will be notified of any such fee at or prior to the time when you can choose to accept or decline such Software Update, provided, however, that if you accept such Software Update, then you are responsible for the payment of any such additional fee.
- 4.4 By proceeding, you are acknowledging and agreeing to the following important terms for Software Updates:
  - (a) In general Software Updates will be sent to the vehicle using the Telematics SIM, Personal SIM or a Wi-Fi connection where available. It is recommended to use a suitable Wi-Fi connection when downloading Software Updates. Please note that Software Updates downloaded using any SIM other than the SIM provided to you at the time of purchase of your vehicle will incur additional charges to your applicable data plan. Some types of Software

Updates will be sent via the vehicle's telematics unit and Telematics SIM. **Your vehicle will notify you when Software Updates are available for download and/or installation, whether or not you have an active account for InControl Services, relating only to Software Updates that are sent via the vehicle's telematics unit and Telematics SIM. You will not, however, receive notifications for any other Software Updates if you do not have an active account for InControl Services;**

- (b) During the installation of some types of Software Updates, some or all InControl Services, including the SOS Emergency Call, the Optimised Jaguar Assistance, and Stolen Vehicle Locator service, and some features of the InControl Remote Smartphone App are temporarily disabled. You should select installation of those Software Updates only when you do not need to drive the vehicle or access the InControl Services, and when the vehicle is parked in a safe and secure location;
- (c) Software Updates may not install correctly, and may permanently or temporarily disable your InControl Touch Pro or other vehicle system, if your vehicle has any third party, non-standard software or hardware. You will be responsible for any damage caused as a result of any third party non-standard software or hardware installed on your vehicle;
- (d) Software Updates will overwrite current software on the vehicle. This may also apply to any third party, non-standard software on the vehicle;
- (e) If you choose not to install a Software Update, your vehicle will not receive the improvements or features the Software Update contains. If you have declined a Software Update and later change your mind, please contact your local Jaguar retailer.
- (f) If you have any questions or issues relating to Software Updates, please contact your local Jaguar retailer or Jaguar at [incontrolprivacy@jaguarlandrover.com](mailto:incontrolprivacy@jaguarlandrover.com).

4.5 If you have a fleet vehicle, please be aware that the fleet owner may have terms and conditions, policies, and/or procedures that may affect your use of Software Updates. It is your responsibility to check with the fleet owner about use of Software Updates on your fleet vehicle.

## 5. Use of the Features

5.1 **Driving while distracted can result in loss of vehicle control. Do not operate, adjust or view the navigation or multimedia systems under conditions that will affect your safety or the safety of others. Only use the Web-browser Features, InControl Touch Pro Features, mobile phones, and other devices, even with voice commands, when it is safe to do so.**

5.2 We make the Features available only for private domestic use or internal use by your business in connection with the vehicle. The Features must only be used for their

intended purpose and not for re-sale. You must not and must not permit anyone else to use the Features in any way which:

- (a) is unlawful, prohibited or restricted in any country in which you intend to use or are using the Features (for example where use of safety camera location information is not permitted);
- (b) is unsafe or which puts your own, your passengers' or any other person's safety at risk;
- (c) causes harm to the vehicle, any data, software, device, computer systems or networks;
- (d) is not authorised by us and/or the third party Feature provider(s), or which infringes any intellectual property rights.

5.3 In addition to the conditions in clause 5.1, you must not use the web browser:

- (a) in any way that could or does damage, disable, overburden, impair or compromise our, or the network provider's systems or security or interfere with other network users; or
- (b) for any peer to peer file sharing ("P2P"), bit torrent, or proxy server network, spamming, the sending of bulk unsolicited e-mails or commercial messages, maintaining any form of email server, or in any way which involves providing any service that allows access to a public IP or internet address.

5.4 You are responsible for complying with all applicable traffic laws and good driving practice in relation to your use of the Features.

5.5 We endeavour to ensure that the Features are available and operate correctly, but we cannot guarantee that the Features (or any of their functions) will be error free or continuously available, or permitted to use under local laws in all countries. For example, when using the web browser some websites may not display or operate correctly via the vehicle screen.

5.6 The availability and functionality of some aspects of the Features are dependent on mobile network coverage and other factors which are outside of our control. For example, network connectivity may be unavailable depending on your location and/or network availability. In addition, the Features may be subject to occasional disruption or downtime due to essential maintenance or modifications but we will always try to minimise any unavailability this causes.

5.7 We cannot guarantee that Feature data or content (e.g. maps, safety cameras, speed limits or traffic data) is accurate, complete or up-to-date. This is provided for your convenience but you remain responsible for complying with traffic laws including road signs and speed limits. If Feature data or content ever conflicts with traffic laws and/or

good driving practices, ignore such Feature data and/or content and comply with the applicable traffic law(s) and/or good driving practice(s).

- 5.8 We reserve the right to change, suspend, remove, or disable access to any Features or functionality at any time without notice. For example this may be necessary to perform essential maintenance on the systems that operate the Features, for security reasons, if required by law, or if we no longer make particular Features or functionality available in your country or to our customers generally.
- 5.9 It is your responsibility to delete all personal information, content and other data that you may have stored on your vehicle, to the extent permitted by the Features and vehicle equipment, before you transfer ownership of your vehicle or return a rental or leased vehicle to its primary owner. For example, you can delete your favourites, browsing history and any cookies stored by the web browser using the web browser settings.
- 5.10 We are not responsible for any third party websites, content or data you choose to access on the internet using the web browser and you do so at your own risk. Those websites may use cookies or similar devices. You are advised to read and ensure you are happy with any terms and conditions, privacy policies and cookies policies for third party websites you visit.
- 5.11 Use of certain Features (for example, the Web-browser Features) may be restricted while the vehicle is moving.

## **6. Data usage and privacy**

- 6.1 The data usage and privacy aspects of the Features, which include a limitation of liability in our favor, are governed by the Privacy Policy for Jaguar InControl Services, which you can review here: <https://incontrol.jaguar.com/jaguar-portal-owner-web/about/privacy-policy/USA> .

## **7. Termination or suspension**

- 7.1 You can choose to stop using the Features at any time. To disable Personal SIM data connectivity please go to 'Connectivity Settings' in the 'Settings' menu and select 'OFF' for 'Mobile Data'. To disable future Software Updates, you may do so within the Software Updates settings. If you have an InControl Navigation Account you should remove your profile and account from the vehicle and delete your account.
- 7.2 If you fail to comply with these Terms we may immediately terminate or suspend your InControl Navigation Account(s), subscription(s) and/or access to or functionality of the Features without prior notice to you.

## **8. Other important terms**

- 8.1 We may make changes to the Features and/or these Terms from time to time as a result of: a change to our Feature providers, their services or their terms and conditions; a regulatory change or a change in law; improvements or modifications to the Features; and/or changes in our privacy practices and use of data in connection with the Features. We will always try to ensure that any changes are not to your material disadvantage. Depending on the change, you may not be able to use the relevant Features until you have installed a software update and/or accepted any new terms and conditions that may apply.
- 8.2 If we have to contact you, we will do so using the contact details you provide on your account or, if you have no account, the details you provided to the authorised Jaguar retailer from whom you purchased your vehicle.
- 8.3 We are not responsible for any other arrangements or agreements you choose to make directly with third parties, including third party Feature providers, and they are entered into at your sole risk and expense.
- 8.4 You will not be a third party beneficiary of any agreement between us and the Feature providers.
- 8.5 All intellectual property rights in the Features are owned by or licensed to us or our Feature providers. The rights to use the Features are licensed (not sold) to you, and you have no rights in or to them except in accordance with these Terms.
- 8.6 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing. We may transfer our rights and obligations under these Terms but this will not affect your rights under these Terms.
- 8.7 These Terms shall apply to your use of the Features, and will continue to apply until you cease to use the Features.
- 8.8 Each of the clauses in these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 8.9 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive breach of these Terms by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.
- 8.10 If you are a consumer, please note that this contract between you and us is governed by New Jersey law. This means that any dispute or claim arising out of or in connection



with these Terms will be governed by New Jersey law, without giving effect to principles of conflicts of laws.

- 8.11 If you are a business customer, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by New Jersey law. We both agree to the exclusive jurisdiction of the federal and state courts of New Jersey located in (or closest to, if federal) Bergen County.