

**TERMS OF USE OF**  
**THE SUBARU CARE CONNECTED SERVICES**

Welcome to SUBARU Care. These Terms of Use apply to the SUBARU Care connected services.

**1. DEFINITIONS**

In these Terms of Use:

**SUBARU Care app** means the mobile app that is connected to the vehicle and the in-car multimedia system, which enables you to remotely access and control a whole range of information and functions of your Subaru vehicle;

**SUBARU Care Account** means your Subaru Account that is accessible through the SUBARU Care App;

**Head Unit Screen** means the infotainment unit in your Subaru vehicle where you can activate and access the Smart Services;

**Services** means the Telematics and Analytics Services;

**Telematics Services** means services related to your journey, driving experience and peace of mind, as described in <https://www.subaru.eu/connected-services>;

**Analytics Services** means certain services analysing your journeys and driving behaviour which involve processing of geo-location data;

**Terms of Use** means the present terms of use;

**SE** means Subaru Europe NV/SA, a limited liability company incorporated under Belgian law, having its registered offices at 1930 Zaventem, Leuvensesteenweg 555/8 (Belgium) and registered with the Belgian Crossroads Bank of Enterprises under company number 0438.574.810;

**TME** means Toyota Motor Europe NV/SA, a limited liability company incorporated under Belgian law, having its registered offices at 1140 Brussels, Avenue du Bourget 60 (Belgium) and registered with the Belgian Crossroads Bank of Enterprises under company number 0441.571.714;

**We, our or us** means Subaru Europe NV/SA, a limited liability company incorporated under Belgian law, having its registered offices at 1930 Zaventem, Leuvensesteenweg 555/8 (Belgium) and registered with the Belgian Crossroads Bank of Enterprises under company number 0438.574.810, AND Toyota Motor Europe NV/SA, a limited liability company incorporated under Belgian law, having its registered offices at 1140 Brussels, Avenue du Bourget 60 (Belgium) and registered with the Belgian Crossroads Bank of Enterprises under company number 0441.571.714;

**Third Party Service Provider** means any service provider(s) other than SE and TME that provides the Telematics Services or Analytics Services to you;

**User, you or your** means any natural or legal person that has subscribed to the Services through his/her/its SUBARU Care Account.

## **2. THESE TERMS OF USE ARE A CONTRACT BETWEEN YOU AND US**

- 2.1 By subscribing to the Services, you conclude a contract with us for the provision by us and use by you of the Telematics Services and Analytics Services. That contract is governed by these Terms of Use.

## **3. WHAT ARE THE TELEMATICS SERVICES AND ANALYTICS SERVICES?**

- 3.1 A description of the Telematics Services and Analytics Services can be found on <https://www.subaru.eu/connected-services>.
- 3.2 Please note that certain Telematics Services and Analytics Services involve you being contacted by your Subaru dealer or another (Subaru brand related) third party authorised by us to contact you.

## **4. HOW CAN YOU ACCESS AND USE THE SERVICES? - SETTING UP YOUR SUBSCRIPTION TO THE SERVICES**

- 4.1 In order to access and use the Services, you must first subscribe to them.
- 4.2 Your subscription to the Services is subject to:
- 4.2.1 you having a SUBARU Care Account;
  - 4.2.2 your Subaru vehicle being equipped with connected car functionalities;
  - 4.2.3 you having accepted these Terms of Use; and
  - 4.2.4 you having activated your subscription.
- 4.3 Please note that, if you access your SUBARU Care Account from multiple (mobile) devices, the functions related to certain Services will be available equally from each device. Activating the "privacy mode" shall have an impact on the functions related to certain Services across all (mobile) devices used for accessing your SUBARU Care account.
- 4.4 You are requested to follow the procedure that will be explained when activating the subscription. Activation of the Services is based on vehicle ownership. To activate the subscription, please follow the activation process explained in the app, during which you will have to accept the Terms of Use.

## **5. HOW CAN YOU TERMINATE THE SERVICES?**

- 5.1 You have the right to terminate the Services at any time without having to pay any compensation to us.
- 5.2 There are several ways to terminate the Services:
- 5.2.1 Cancellation of your subscription to the Services for your Subaru vehicle:

If you wish to cancel the subscription to the Services for your Subaru vehicle, you must do so through your SUBARU Care Account (on the SUBARU Care App). By unsubscribing, you will no longer have access to some of the Services.

If you have cancelled your subscription, you may at any time re-subscribe to the Services through your SUBARU Care Account. Note that in order to re-subscribe, you will have to go through the same procedure as for your initial subscription (including accepting these Terms of Use). Please also note that all the vehicle-related data generated under your previous subscription will be lost.

If you have more than one Subaru vehicle linked to your SUBARU Care Account, you must select the Subaru vehicle for which you wish to cancel your subscription or re-subscribe.

#### 5.2.2 Removing your Subaru vehicle from your SUBARU Care Account:

You may permanently terminate the Services for your Subaru vehicle by removing your Subaru vehicle from your SUBARU Care Account.

#### 5.2.3 When you sell or otherwise transfer ownership of your Subaru vehicle or when your Subaru vehicle is stolen or lost (and not recovered):

If you sell or transfer the ownership of your Subaru vehicle to another person or to a professional reseller, or if your Subaru vehicle has been stolen or is lost (and not recovered), you must remove your Subaru vehicle from your SUBARU Care Account in accordance with clause 5.2.2. If you sell or transfer the ownership of your Subaru vehicle, please inform the buyer or transferee that the vehicle is a connected car and that the buyer/transferee has the possibility to subscribe to the Services via his/her own SUBARU Care Account. You cannot sell or transfer in any way the Services to the buyer/transferee.

### **6. SUSPENSION OR TERMINATION BY US OF THE SERVICES / YOUR SUBSCRIPTION – PRIVACY MODE**

6.1 We reserve the right to suspend the provision of all or part of the Services and/or to terminate your subscription to the Services, at any time, without notice (for termination: upon prior written notification of at least thirty (30) calendar days) nor court intervention and without paying you any compensation, by notifying you via your SUBARU Care Account or by sending you an email, in case:

6.1.1 you are in breach of these Terms of Use;

6.1.2 we determine, in good faith, that such suspension and/or termination is necessary for us to (i) comply with an order or a decision rendered by a court of law or by a competent authority or to (ii) avoid being in breach of any applicable laws or regulations; or

6.1.3 if there is a force majeure event affecting our ability to provide all or part of the Services.

- 6.2 If we suspend the provision of all or part of the Services in accordance with clause 6.1.3, we will take all reasonable measures in order to resume your access to and use of the affected Services without undue delay.
- 6.3 We may also terminate your subscription to all or part of the Services at any time if we decide to discontinue generally all or part of the Services for all our users or for all users in your country or region by giving you thirty (30) calendar days prior notice through your SUBARU Care Account.
- 6.4 If we suspend any of the Services, terminate your subscription to the Services pursuant to clause 6.1 to and including 6.3, you are not entitled and cannot claim any compensation, reimbursement or damages other than the reimbursements expressly specified in these Terms of Use.
- 6.5 If, at any time, you wish to activate the "privacy mode" (i.e. to stop us from using the geo-location of your Subaru vehicle), you can do so through the Head Unit Screen.  
Please note that, once activated, the privacy mode will apply to all Services relying on geo-location. Many Services rely (wholly or partly) on the geo-location data from your Subaru vehicle. Therefore, when the privacy mode is active, these Services may be unavailable or their quality and accuracy may be affected. For example, if you have activated the privacy mode, you will not be able to use the service allowing you to locate your Subaru vehicle and we will not be able to locate your Subaru vehicle after a crash notification.  
The status of the privacy mode (active or inactive) remains as you have set it until you decide to change the status. You can check the current status of the privacy mode through the Head Unit Screen and SUBARU Care App.  
You are not entitled to receive any compensation or reimbursement from us if one or more of the Services are not functioning or only partly functioning because you activated the privacy mode.
- 6.6 It is only possible to use one account at a time with Services. The Services will be terminated when the buyer of a second-hand car activates the Services (via scanning the QR code) for a car with the same VIN. The previous entitled end-user will receive an e-mail notification informing him or her about losing the access to the Services.

## **7. DO YOU HAVE TO PAY FOR THE SERVICES?**

- 7.1 We will not charge you for your subscription and use of the Services for the first three (3) years starting from the first subscription of the vehicle to the Services.
- 7.2 In the event that, at any time, we would change our policy and that we would charge the users for their use of the Services, you will be notified of such change beforehand and you will then have the opportunity to cancel your subscription if you do not wish to continue using the Services on a paid-for basis.

## **8. FOR HOW LONG ARE THE SERVICES AVAILABLE?**

- 8.1 The Services will be available in your Subaru vehicle for maximum seven (7) years, unless terminated earlier by us in accordance with these Terms of Use and without prejudice to our right to modify the Services in accordance with clause

10. Please note that if you become the second-hand owner of your Subaru vehicle, for example, after three (3) years of use by the previous owner, the Services will be available to you for a period of maximum four (4) years.

## **9. TERMINATION BY YOU OF THE SERVICES**

- 9.1 You may terminate the Services for your convenience at any time, without notice and without having to pay any compensation to us by terminating the Services in the way described in clause 5. Please note that you cannot terminate any part of the Services individually or separately.
- 9.2 If you terminate the Services for convenience, we will stop all the Services within two (2) business days at the latest.

## **10. MODIFICATIONS OF THE SERVICES**

- 10.1 We reserve the right, at any time, to discontinue or remove one or more of the Services, to modify their availability, functionalities, features, scope and/or specifications, to replace them by different or equivalent services or to add any different or new service, temporarily or permanently (for example, for maintenance, upgrade, improvement, etc.) without any prior notice. We may inform you of any such change by e-mail and/or via the SUBARU Care App. You will not be entitled to any compensation (monetary or other) with respect to any such change.
- 10.2 If any such change is substantial, we will notify it to you through the SUBARU Care App or by email. You will be deemed to have accepted such change if, within thirty (30) calendar days from the date of the notification, you have not terminated the Services in accordance with these Terms of Use.

## **11. MODIFICATIONS TO THESE TERMS OF USE**

- 11.1 We reserve the right to modify these Terms of Use at any time during the term of your subscription to the Services.
- 11.2 It is your responsibility to regularly check these Terms of Use via the SUBARU Care App.
- 11.3 If we modify these Terms of Use, we will notify the change via the SUBARU Care App.
- 11.4 If, within thirty (30) calendar days from your receipt of the above-mentioned notification, you have not terminated the subscription to the Services in accordance with clause 5, such modification will enter into effect and become binding upon you as from the expiry of such thirty (30) calendar days period.

## **12. COMPLIANCE WITH LAW**

12.1 You acknowledge and agree that it is your responsibility to comply with applicable laws and regulations when accessing and using the Services. Without limiting the generality of the foregoing, it is your responsibility to comply with any:

12.1.1 applicable export and import laws and regulations applicable to the use of the Services; and

12.1.2 applicable privacy and employment laws and regulations. If you are an employer and if you make our Services available to your employees, you must comply with any rules and restrictions regarding the use of the Services in relation to employees (e.g. by providing fair processing information and by obtaining consent where required).

## **13. LENDING YOUR SUBARU VEHICLE**

13.1 If you wish to lend your Subaru vehicle out to another person for his or her temporary usage, you must inform that person that your Subaru vehicle is a connected car and that you will be able to track your Subaru vehicle and the person's driving behaviour.

13.2 Optionally, you can agree with that person that you will temporarily activate the "privacy mode" on your Subaru vehicle, disabling traceability of your car until the "privacy mode" is deactivated. You then bear the responsibility of honouring that agreement for the duration of the lend-out period.

13.3 Please note that in any event you are liable for safeguarding the privacy of the persons using your Subaru vehicle.

## **14. REQUIREMENTS AND RESTRICTIONS**

14.1 You must comply with the following requirements and restrictions and you will:

14.1.1 promptly install all upgrades, bug fixes, patches and other corrections relating to the Services that we make available from time to time;

14.1.2 comply with any applicable network/wireless carrier requirements and conditions in connection with your use of the Services;

14.1.3 not take any action or omission that may:

(a) disrupt or compromise the integrity or security of the Services, any network of partners or vendors of us or the privacy of any other person;

(b) cause any damage to us or any of our partners, vendors or customers;

14.1.4 not access or use the Services:

- (a) for any fraudulent, criminal, defamatory, harassing or tortious purpose, or to participate in or promote any illegal activity;
  - (b) to breach, violate or infringe intellectual property, privacy or other rights, or misappropriate the property of any third party;
  - (c) to transmit misleading or inaccurate information with the intent to defraud, cause harm, or wrongfully obtain anything of value;
- 14.1.5 not inspect, possess, use, copy, reverse engineer, or attempt to discover the source code of or used to create any computer program or other component of the Services, except as otherwise permitted by applicable laws;
- 14.1.6 not attempt to hack or gain unauthorised access to any network, environment, or system of us or of any of our partners, vendors or customers;
- 14.1.7 not collect, use or transfer any information, including personal data, processed in the context of your use of the Services other than for your permitted use of the Services; and
- 14.1.8 not access or use any Service in order to build a competitive product or for the primary purpose of monitoring its availability, performance or functionality or for benchmarking or competitive purposes.

## **15. WARRANTIES AND LIABILITY**

- 15.1 Despite the many technical and organisational measures that we take to guarantee the quality and security of the Services, we cannot guarantee that:
- 15.1.1 the information your Subaru vehicle transmits to our back-end information systems will always be fully private and secure and is free from any risk of interception or other unauthorised access;
  - 15.1.2 your access to and use of the Services will be uninterrupted and available at all times;
  - 15.1.3 the data made available to you through the Services are accurate or complete;
  - 15.1.4 the Services are error-free or that there would be no loss of quality.
- 15.2 We do not guarantee the availability or the quality of the emergency assistance that we may provide to you in the context of crash notifications. To the extent permitted by applicable law, neither we nor the competent authority may be held liable for any failure to involve emergency assistance and/or police or for any delay or error in doing so.
- 15.3 We do not guarantee the quality, completeness or correctness of any of the Services provided by Third Party Service Providers and we therefore do not assume any responsibility or liability arising from your use of those Services. To the extent permitted by applicable law, you agree to indemnify us and hold us harmless against any damage or loss we or our associated or affiliated companies

may incur in relation to your use of the Services provided by Third Party Service Providers.

15.4 We cannot be held liable for any loss or damage or for any third party claims resulting from your failure to terminate your subscription to the Services in accordance with clause 5.

15.5 Notwithstanding any other provision of these Terms of Use, we do not exclude or limit our liability for:

15.5.1 death or personal injury caused by us (other than death or personal injury resulting from or in connection with the situations covered by clause 15.2);

15.5.2 fraud, fraudulent misrepresentation, gross negligence or wilful misconduct caused by us or by any of our employees or agents;

15.5.3 non-performance of our essential obligations under these Terms of Use; or

15.5.4 loss or damage that we may not limit or exclude under mandatory applicable law.

15.6 Subject to clause 15.5, our total aggregate liability arising from negligence, breach of contract or otherwise under or in connection with these Terms of Use will be limited to the higher of

15.6.1 EUR 200; or

15.6.2 the total amount of the fees paid by you to us during the period of three (3) months preceding the event giving rise to the liability.

15.7 Subject to clause 15.5, we will not be liable:

15.7.1 for any indirect or consequential loss or damage whether arising from negligence, breach of contract or otherwise, including but not limited to any loss of profits, loss of goodwill, loss of data, loss of revenue, loss of turnover, loss of business, reputational damage, loss of opportunities, business interruptions or loss of anticipated savings; or

15.7.2 for any loss or damage resulting from your failure to comply with your responsibilities and obligations under these Terms of Use.

## **16. INTELLECTUAL PROPERTY RIGHTS**

16.1 All intellectual, industrial and other (property) rights, title and interest in and related to the Services belong to our affiliates, our subcontractors, Third Party Service Providers and/or our licensors. Except as otherwise explicitly provided, the provisions of these Terms of Use cannot be construed as granting or assigning to you any intellectual, industrial and other (property) rights, rights of use, title and interest in and related to the Services.



- 16.2 SE's graphics, logos, page headers, button icons, scripts and services and apps names are the trademarks or trade dress of SE. SE's trademarks and trade dress may not be used in connection with any product or service that is not SE's, in any manner that is likely to cause confusion among customers or in any manner that disparages or discredits SE.
- 16.3 SE shall retain any and all rights on the data obtained from the use of the SUBARU Care app, its content, services and apps, etc., in anonymous form, and any subsequent use of or analysis performed by us based on such data.

## **17. PRIVACY AND DATA PROTECTION**

- 17.1 We shall process your personal data in compliance with applicable privacy regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). For the purposes of these Terms of Use, the data controller of your personal data shall be:
- 17.1.1 SE and/or its affiliates for the Telematics Services, as well as the collection of your personal data and transmitting it to TME and/or its affiliates under the Analytics Services;
- 17.1.2 TME and/or its affiliates for analysing your personal data and transmitting it to SE and/or its affiliates under the Analytics Services;
- 17.2 If you want to know more about how we process your personal data, please consult our privacy notice through the following hyperlink: <https://www.subaru.eu/privacy-policy-connected-services>

## **18. MISCELLANEOUS**

- 18.1 In certain circumstances, the legally required e-call functionality will be activated. This is regulated by the EU e-call Regulation (Regulation 2015/758 of 29 April 2015) or its equivalent outside the EU. Your Subaru vehicle will automatically notify emergency services in the country where your Subaru vehicle is located in case of a crash triggering an airbag deployment.
- 18.2 No delay or failure by either you or us to exercise any powers, rights or remedies under these Terms of Use will operate as a waiver of them, nor will any single or partial exercise of any such powers, rights or remedies preclude any other or further exercise of them. Any waiver to be effective must be in writing.
- 18.3 SE shall not be deemed to be in breach of these Terms of Use by reason of any delay in performing, or any failure to perform any of its respective obligations in relation to this Terms of Use, if the delay or failure is due to an event beyond the reasonable control of SE.
- 18.4 If any term or other provision of these Terms of Use is invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions or provisions of these Terms of Use will nevertheless remain in full force and effect.

Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties will negotiate in good faith to modify these Terms of Use so as to effect the original intent of the Parties as closely as possible.

- 18.5 Any provision under these Terms of Use which is expressly or by implication intended to continue in force after the termination or expiration of your subscription to the Services will not be affected by such termination or expiration and will continue to be in full force thereafter.
- 18.6 Without limiting the generality of clause 18.4, clauses 12, 14, 15 and 16 will survive expiry or termination of your subscription to the Services.
- 18.7 We are entitled to subcontract, assign or transfer any of our rights and/or obligations with respect to these Terms of Use to any third party.
- 18.8 You may not subcontract, assign or transfer any of your rights and/or obligations with respect to these Terms of Use to any third party, without our prior written authorisation.
- 18.9 These Terms of Use constitute the entire agreement between you and us with respect to the Services and they supersede and replace any prior or contemporaneous agreements, written or oral, relating to the Services.

## **19. CONTACT DETAILS AND COMPLAINTS**

- 19.1 If you have any questions about the Services or if you have any complaints about the Services, please contact your preferred Subaru dealer first. You can also contact us via the Contact section in the SUBARU Care app.
- 19.2 If and to the extent applicable under the laws of your country of subscription to the Services, and provided that you are a consumer under those laws, you have the right to lodge a complaint:
- 19.2.1 through the ODR platform by clicking on the following link: <https://ec.europa.eu/consumers/odr>; when filing a complaint via this platform, the following email address [mt.subarucare@subaru.eu] can be mentioned as our email address; or
- 19.2.2 with the following competent authority:  
Ministry for Social Dialogue, Consumer Affairs and Civil Liberties  
Barriera Wharf,  
Valletta. VLT 2000  
+356 20908311  
socialdialogue@gov.mt

## **20. GOVERNING LAW AND JURISDICTION**

- 20.1 These Terms of Use are governed by and will be construed in accordance with the laws of Belgium.

20.2 Any litigation concerning the content, interpretation and/or implementation of these Terms of Use shall be brought before the competent courts of your place of residence, except in case you (or your employer who has acquired the Services) are a professional user of the Services, in which case the Dutch speaking courts of Brussels, Belgium shall have exclusive jurisdiction.