



Toyota Link Services Subscription Agreement

This is an agreement between You and Toyota Motor Corporation Australia Limited ABN 64 009 686 097 of 155 Bertie Street, Port Melbourne, Victoria 3207 (Toyota) for the provision of Toyota Link Services to You.

Toyota will provide You the Toyota Link Services on the terms and conditions set out below.

To confirm your Toyota Link Services, please complete and return this form by faxing it to 1300 731 190 or mailing it to:

Toyota Link Subscriptions
Reply Paid 3217
Burnley North VIC 3121

Toyota Link must receive your completed form before the Toyota Link services are fully activated. You should also keep a copy of the returned form for your own records.

YOU

Please complete in block letters (Company details not acceptable).

* denotes mandatory fields

*Please circle: Mr/Mrs/Ms/Miss

*First name:

*Surname:

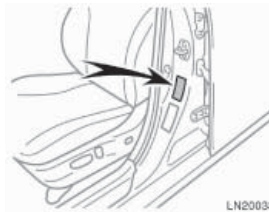
*Daytime telephone:

*Mobile telephone:

Email address:

*Your Vehicle Identification Number (VIN):

.....
(For Aurion please refer to the label located on the left hand door pillar)

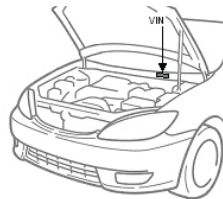


LN20033



TL003

(For Camry please refer to the label located in the engine compartment)



TL003

*Your Vehicle Registration:

.....

*State or Territory your vehicle is registered in:

.....

By signing below, you agree to the terms and conditions for the provision of the Toyota Link Services. You also confirm that You are at least 18 years old; have read and understood the terms of this agreement; and if You are entering into the agreement on behalf of a corporation or third party, that You are authorised to enter into this agreement on its or their behalf.

Subscribers Signature

Date

PRIVACY STATEMENT

Toyota is committed to protecting your privacy and is required to comply with the National Privacy Principals in the Privacy Act 1988 (Cth) when it collects and handles your personal information. This includes providing you with the right to access and correct your personal information, subject to some exceptions allowed by law.

Information about you

If you choose to activate your Toyota Link services, Toyota will use the personal information you provide in connection with Toyota Link for the purpose of supplying you with the Toyota Link Services. Toyota may disclose your personal information to its related bodies corporate, Toyota Link service providers, authorised Toyota dealers and the emergency services for this purpose.

If you do not provide Toyota with the personal information it requires, Toyota will not be able to supply the Toyota Link services to you.

Unless you tell us otherwise, Toyota may also use your personal information for marketing and promotional purposes and may disclose it to its related bodies corporate, authorised Toyota dealers and mailing houses in order to send you information about Toyota products and services. If you do not wish your information to be used for these purposes, please indicate this by ticking the box below.

I do not wish to receive information about Toyota products and services and do not want my personal information used for marketing or promotional purposes.

Information about your vehicle

The Toyota Link system transmits information about your vehicle to the Toyota Linassistance centre. If you choose to activate your Toyota Link services, Toyota will also use the information provided by your vehicle for the purpose of supplying you with the Toyota Link Services. Toyota may disclose information about your vehicle to its related bodies corporate, Toyota Link service providers, authorised Toyota dealers and the emergency services for this purpose.

The Toyota Link assistance centre is not continually connected to your vehicle. Information about your vehicle is only transmitted in the following circumstances:

- **Periodically** – your vehicle will send a status message containing its identity, odometer reading and information about its location.
- **In specific circumstances** – your vehicle may send a message which also contains specific information about your vehicle, such as low battery or engine overheat alerts.
- **In exceptional circumstances** – such as in an emergency, your vehicle may also send information about an unauthorised entry or an airbag deployment as well as information about whether the vehicle is moving or stopped. If an unauthorised entry is established and your vehicle is tracked as part of the Toyota Link services, information about your vehicle's speed may also be collected.

The Toyota Link assistance centre records all conversations with you and between you and emergency service providers, such as the police. Toyota cannot guarantee the privacy of Toyota Link conversation and transmission.

If you choose not to activate your Toyota Link services and do not wish information about your vehicle to be collected, please see your authorised Toyota dealer to have the Toyota Link system deactivated.

For further information, please see the Toyota Australia privacy policy available at www.toyota.com.au. If you would like to access or correct your personal information, please contact Toyota Australia's Customer Relations Centre on **1800 252 097** or by sending your query to:

Toyota Privacy Contact
PO Box 187
Caringbah NSW 2229
Australia

What are the Toyota Link Services?

Toyota will provide You with the services described in the Toyota Link Owner's Manual and the Toyota Link website at www.toyotalink.com.au (collectively, Toyota Link Services). Upon reasonable notice, Toyota may vary the Toyota Link Services including provide You with an equivalent service.

For how long will the Toyota Link Services be provided?

When activated by you, Toyota will provide the Toyota Link Services for three years from the date Your Vehicle is either delivered to its first owner or first put into service by Toyota or an authorised Toyota dealer, whichever date is earlier (the Initial Period). For more information about continuing Your subscription to the Toyota Link Services, please contact the Toyota Link Assistance Centre not less than 7 days before the expiry of the Initial Period.

Will You be charged for the Toyota Link Services?

Toyota will not charge a subscription fee to provide the Toyota Link Services for the Initial Period. There may be a subscription fee for the Toyota Link Services after the Initial Period. You are liable for any third party charges fees or charges (for example, emergency services charges) incurred as a result of your use of Toyota Link and its services

If, at any time Your use of the Toyota Link Services is so excessive that it interferes with Toyota's ability to provide the Toyota Link Services to other customers, Toyota may charge You, or increase Your subscription fees by, an amount which, in Toyota's opinion, reasonably corresponds with the additional burden imposed on Toyota by Your excessive use.

If anytime during the Term, Your Vehicle cannot be operated (whether due to an accident or otherwise), You will not be eligible for a refund or any equivalent credit for any subscription fees, charges or amounts paid in advance for the period in which Your vehicle could not be operated.

What is the availability of the Toyota Link Services?

Toyota Link Services will be provided to Your vehicle only:

- within Australia;
- if the Mayday ECU has been installed as original equipment;
- when Your vehicle is within the operating range of Toyota's GSM carrier and in an area not affected by atmospheric and topographical conditions (for eg. bad weather or when indoors or underground); and
- subject to the technological limitations of the communication and GPS systems that the Toyota Link Services rely upon including Toyota's carrier GSM service being operational or available and the availability of GPS location information.

What are the limitations of the Toyota Link Services?

Apart from the technological limitations outlined above, Toyota Link Services may also be affected by the electrical system design and architecture of Your vehicle. For eg. if Your vehicle's battery or the Mayday ECU's backup battery is discharged, disconnected, in 'sleep' or 'power off' mode or if the Mayday ECU or electrical component is damaged in an accident, then the Toyota Link Service may not be available.

The installation of rear window tinting may also obstruct GPS signals. Many window tinting films contain some metallic content that will interfere with the GPS signals. Toyota recommends that only organic or charcoal based window tinting be used on a vehicle fitted with the Toyota Link system. Metallic window tinting must not be used on vehicles equipped with the Toyota Link system.

The availability of Toyota Link Services is also subject to government regulations or orders, the capability limitations of the Toyota Link Services' systems and any modifications and upgrades that may be carried out to those systems.

Toyota may also suspend the Toyota Link Services at any time without notice and liability in an emergency; and temporarily deactivate the Toyota Link Services for nuisance or safety reasons.

The Mayday ECU is not a cellular telephone and cannot be used for placing or receiving calls to or from any party other than the Toyota Link Assistance Centre.

When necessary, Toyota will use its reasonable endeavours to contact the relevant State or Territory Police or roadside assistance providers. However, Toyota does not represent or promise that the relevant State or Territory Police or roadside assistance providers will respond to its call in a timely manner or at all.

The relevant State or Territory Police are responsible for coordinating any other emergency service providers that may be required (for eg ambulance). Toyota will not send out any of its own personnel in response to any signal or call received.

The Toyota Link Services is provided as a hands free communication system to the Toyota Link Assistance Centre and is designed to enhance Your motoring experience. It is not a primary safety or security feature and may not operate in all circumstances. For eg, where an accident does not trigger the deployment of Your vehicle's airbags, the Mayday ECU will not be triggered and therefore the Toyota Link Assistance Centre will not be contacted to provide emergency assistance.

The Toyota Link Services are intended to be used only in accordance with the Toyota Link Owner's Manual. The Toyota Link Services are not intended to be used in any other situations. Please be aware that if the Toyota Link Services are used for other than the intended purposes, this may result in loss, damage or injury to You, Your vehicle, Your passengers or a third party or their property.

What must You do?

You are responsible for the proper care, repair and maintenance of the Mayday ECU in accordance with the Toyota Link Services Owner's Manual and any directions that may be issued by Toyota from time to time. You must not disassemble, tamper or transfer the Mayday ECU between vehicles. You must:

- * keep Your password in a secure place and not disclose it to a person that is not an authorised driver;
- * supervise the proper use of Toyota Link Services and the Mayday ECU. You will be responsible and liable for any third party use of the Toyota Link Services or the Mayday ECU whether it is with or without Your knowledge;
- * provide Toyota with Your emergency information as and when requested;
- * not use Toyota Link Services in any way that may be unlawful or abusive or cause or risk damage to Toyota's business, reputation, employees or facilities, any third parties or the general public.

Can the Toyota Link Services be transferred?

Your rights and obligations under this agreement cannot be transferred or assigned without Toyota's prior consent. If You sell Your vehicle, You may transfer any remaining Term of this agreement (including any balance of the Initial Period) to a subsequent purchaser of Your vehicle only if You give notice to the Toyota Link Assistance Centre.

You will remain liable for the Toyota Link Services until the subsequent purchaser has entered into an agreement with Toyota or until You have cancelled the Toyota Link Services.

If the subsequent purchaser does not wish to receive the Toyota Link Services, You must cancel the Toyota Link Services by contacting the Toyota Link Assistance Centre before the subsequent purchaser receives Your Vehicle. If the Toyota Link Services are not cancelled, You remain liable for the Toyota Link Services provided including any fees, amounts or charges incurred by a subsequent purchaser.

When can the Toyota Link Services be terminated?

Toyota may discontinue Toyota Link Services and terminate this agreement at any time if You breach this agreement including, without limitation, failing to pay any fees, charges or amounts required. Once the agreement is terminated, Toyota is not obliged to monitor signals activated by the Mayday ECU. You acknowledge that on termination You will not be able to use the Mayday ECU to access the Toyota Link Services including, without limitation, any emergency services.

Toyota may also suspend or terminate the agreement at any time without notice or liability if the Toyota Link Assistance Centre's monitoring facility or equipment is destroyed by a cause beyond the reasonable control of Toyota which results in Toyota being unable to observe or perform on time its obligations under this agreement (including, without limitation, fire, storm, explosion, an act of God or terrorism); is otherwise so substantially damaged that it is impractical to continue the Toyota Link Services; or if Toyota is unable to secure or obtain the rights necessary to provide the Toyota Link Services including, without limitation, connections necessary for the transmission of signals between Your location, the Toyota Link Assistance Centre and the relevant State or Territory Police.

Toyota may also terminate this agreement for any reason at any time upon notice to You.

You may terminate this agreement upon notice to the Toyota Link Assistance Centre.

What warranties does Toyota provide?

The Mayday ECU is covered by the Toyota New Vehicle Warranty. No other express or implied warranties about the Mayday ECU or Toyota Link Services are provided in this agreement, including without limitation, as to the Mayday ECU or Toyota Link Services' merchantability or fitness for a particular purpose.

Any warranties provided under the Trade Practices Act 1974 (Cth) are not excluded.

What liability is limited?

You acknowledge that use by You of the Toyota Link Services is at Your own risk. Toyota is not liable to You or any other person for any direct or indirect loss, liability, damage, claim, injury or death (Loss) suffered or incurred by You arising from this agreement including, without limitation, its termination, except for any liability that cannot be excluded by law. To the extent that any liability cannot be excluded by law, Toyota limits its liability for any Loss suffered or incurred by You under this agreement to the minimum allowed by law.

Miscellaneous

You do not have any proprietary interest in any telephone numbers that may be assigned to You for use with the Toyota Link Services.

The provision of Toyota Link Services may include third party data, for eg. Location of streets, points of interest and phone numbers of emergency service providers. The use of any third party data is on an "as is" basis and Toyota does not represent or guarantee that the data is effective, complete, accurate or fit for any particular purpose.

You are responsible for procuring and maintaining Your own personal injury and property loss insurance during the Term.

You must pay GST on any Taxable Supply made to You in relation to the provision of the Toyota Link Services at the same time and in the same way as You pay the consideration for the Taxable Supply.

Notice to You will be deemed to be given if deposited with Australia Post and addressed to Your last known address.

If any part of this agreement is invalid, the balance of the provisions remain unaffected and enforceable.

This agreement is governed and construed according to the law of the State of Victoria.

This document represents the entire agreement between You and Toyota in relation to the provision of the Toyota Link Services.

This agreement may only be amended if the amendment is in writing and signed by You and Toyota. Toyota may assign or transfer any of Toyota's rights or obligations under this agreement at any time for the purposes of providing You with the Toyota Link Services or an equivalent service.