

TOYOTA MAP UPDATE TERMS AND CONDITIONS

1 INTRODUCTION

- 1.1 Toyota Motor Corporation Australia Ltd. ABN 23 622 230 086 (**Toyota**) provides third-party mapping data (**Maps**) for eligible models of GPS navigation devices (**Devices**) installed in Toyota vehicles by way of updates performed by Toyota dealers (**Map Updates**).
- 1.2 Owners of Toyota vehicles or other Toyota customers (**Guests**) can obtain Map Updates in accordance with these Map Update Terms and Conditions (**Terms**).
- 1.3 Guests must consult a participating Toyota dealer (**Dealer**) to determine whether the device installed in their vehicle is eligible for a Map Update. These Terms only apply to vehicles and Devices eligible for a Map Update.

2 MAP UPDATES

- 2.1 The latest version of the Maps are updated approximately once a year. Guests are advised to contact a Dealer to confirm whether their Device has the latest version of the Maps before purchasing a Map Update.
- 2.2 Each Device includes an OEM SD card containing Map data as part of the vehicle when the vehicle is originally provided to the Guest. Map data is loaded onto the SD card for installation in the Device. The Guest is responsible for providing the Toyota dealer with a functioning OEM SD card in order to obtain a Map Update. In the event that the Guest cannot provide a functioning OEM SD card to the Dealer at the time the Map Update is to take place, the Guest may purchase a new one from the Dealer.
- 2.3 All Map Updates must be performed by a Dealer. The Guest must arrange a time with the Dealer to perform the Map Update to the Device.
- 2.4 Additional service terms may apply to the performance of a Map Update. The Guest should confirm if any additional service terms apply prior to obtaining a Map Update.
- 2.5 In order to obtain a Map Update, a Guest must first purchase a scratch card containing an individual code that entitles the Guest to a single Map Update (**Scratch Card**). Scratch Cards can only be purchased from Dealers.
- 2.6 Once the individual code on a Scratch Card has been revealed, the Scratch Card is deemed to have been redeemed, and will no longer entitle the bearer to obtain a Map Update.
- 2.7 The Guest must not reveal the individual code on a Scratch Card, as the Dealer will do this at the time a Map Update is performed.
- 2.8 Pricing for Map Updates may vary from time-to-time, and change without notice. Guests should contact a Dealer to confirm current pricing before obtaining a Map Update.
- 2.9 In no event should a Guest attempt to install a Map Update except via a Dealer. Doing so will invalidate all warranties that apply to the Device, Maps or Map Update (as the case may be) except those that cannot be excluded by law.

TOYOTA
MAP UPDATE TERMS AND CONDITIONS

- 2.10** In addition to changes to the Maps, the Guest may experience differences in the functionality of the Device following a Map Update. Toyota makes no representation that a Map Update will improve or maintain any functionality of a Device.
- 2.11** The Guest is advised to retain the Scratch Card following the installation of a Map Update as proof of purchase. The Scratch card may also be used to provide additional information to Toyota, its Dealers and third-party service providers for the purposes of supporting the Guest's Map Update.
- 2.12** The Guest must only use the Maps in accordance with:
- (a) the Device's user manual;
 - (b) any terms and conditions that apply to the use of the Device; and
 - (c) any instructions provided to the Guest by the Dealer.
- 2.13** The Guest must not directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, or algorithms contained in a Map Update or any documentation associated with it.

3 SERVICE AND SUPPORT

- 3.1** If a Guest experiences a problem with Maps following a Map Update, the Guest is advised to contact the Dealer that installed the Map Update.
- 3.2** The Dealer will then assess the scope and cause of the problem (the **Assessment**).
- 3.3** If the problem amounts to a failure to meet a Consumer Guarantee, then following the Assessment:
- (a) the Guest can choose between getting a refund or compensation for the difference in value, if the problem amounts to a Major Failure; or
 - (b) the Dealer can choose between fixing the problem (free of charge), or offering the Guest a refund, if the problem amounts to a Minor Failure.
- 3.4** If the problem does not amount to a failure to meet a consumer guarantee, then following the Assessment the Dealer will advise the Guest:
- (a) whether the Guest is eligible to have the issue fixed free of charge under warranty (together with any qualifying criteria that must be met); or
 - (b) any service fees that will apply to fixing the issue.
- 3.5** Any servicing of a vehicle or Device will be subject to the Dealer's usual terms of service.
- 3.6** In this clause 3, Consumer Guarantee, Major Failure and Minor Failure have the meaning given to those terms by the *Competition and Consumer Act 2010* (Cth) Schedule 2 (the **Australian Consumer Law**).

4 LICENCE

- 4.1** By using a Map Update the Guest is granted a perpetual, non-transferrable, non-exclusive and revocable licence to use the Maps and other intellectual property

TOYOTA
MAP UPDATE TERMS AND CONDITIONS

contained in the Map Update in which Toyota holds rights, in accordance with these Terms.

- 4.2** The map and navigational content of the Maps is provided by HERE Global B.V., Kennedyplein 222-226, 5611 ZT Eindhoven, Netherlands (**Here**) and is subject to the licence granted under Here's Service Terms that are accessible at:

<https://legal.here.com/en-gb/terms>

- 4.3** The Guest agrees and acknowledges that use of the Maps amounts to acceptance of Here's Service Terms.

5 LIABILITY

- 5.1** The Guest is responsible for ensuring that their Device has the latest version of the Maps at all times. To the fullest extent permitted by law, Toyota will not be liable to the Guest for any claim arising out of the Guest's:

- (a) failure to correctly operate a Device;
- (b) following (of failing to follow) navigational directions provided by the Maps;
- (c) failure to obtain a Map Update containing the latest version of Maps; or
- (d) failure to notify a Dealer with an issue related to a Map Update.

- 5.2** The Guest agrees that it uses the Maps and each Map Update at its own risk.

- 5.3** The Guest acknowledges that Toyota is not responsible or liable for the Guest's conduct or activities, including:

- (a) the Guest's reliance on Maps; and
- (b) the Guest's compliance with any terms of use or warranty conditions that apply to the Guest's Device.

- 5.4** To the fullest extent permitted by law, including the Australian Consumer Law, Toyota is not liable for any direct, incidental, consequential or indirect damages, damage to property, injury, illness, death, loss of property, loss or corruption of data, loss of profits, goodwill, bargain or opportunity, loss of anticipated savings or any other similar or analogous loss resulting from the Guest's access to, or use of, or inability to use the Maps or a Map Update, whether based on warranty, contract, tort, negligence, in equity or any other legal theory, and whether or not Toyota knew or should have known of the possibility of such damage, injury, illness, death or business interruption of any type, whether in tort, contract or otherwise.

- 5.5** The Guest may be entitled to certain rights and remedies under the Australian Consumer Law or similar legislation of other States or Territories, which cannot be excluded, restricted or modified. Apart from those that cannot be excluded, Toyota, its Dealers and Toyota's related entities exclude all conditions and warranties that may be implied by law.

- 5.6** Pursuant to section 64A of the ACL, this clause applies in respect of services that are not of a kind ordinarily acquired for personal, domestic or household use or consumption. Toyota's liability for breach of warranty guarantee conferred by the ACL (other than those conferred by section 51 and 53 of the ACL) is limited at Toyota's option to:

TOYOTA
MAP UPDATE TERMS AND CONDITIONS

- (a) the re-supply of services or payment of the cost of re-supply of services; or
- (b) the replacement or repair of goods or payment of the cost of replacement or repair.

6 INDEMNITY

- 6.1** Subject to clause 6.2, the Guest must indemnify and keep indemnified Toyota, its officers, related bodies corporate and Dealers (together, **Indemnified Persons**) from and against any loss (including reasonable legal costs and expenses) or liability incurred by any Indemnified Person from any claim, demand, suit, action or proceeding by any person against any of the Indemnified Persons where such loss or liability arose directly or indirectly out of or in connection with any breach of these Terms by the Guest or any breach of a right of any third party by the Guest.
- 6.2** Clause 6.1 does not apply to the extent the loss or liability is caused or contributed to by the act or omission of any Indemnified Persons.

7 TERMINATION

- 7.1** Toyota reserves the right to cease providing the Map Updates, without notice and for any reason.
- 7.2** To the fullest extent permitted by law, Toyota, its officers, related bodies corporate and Dealers are not liable for any losses or damages the Guest incurs as a result of or in connection with Toyota ceasing provision of the Map Updates.

8 GENERAL

8.1 Changes to the Terms

- (a) Toyota may, from time to time, amend the Terms in whole or part, in its sole discretion and without notice, except as provided by this clause 8.1.
- (b) Any changes to the Terms will be effective immediately. Depending on the nature of the change, Toyota may announce the change on its website home page or by email. However, in any case, by continuing to use the Maps you will be deemed to have agreed to such changes.

8.2 Severability

If any part of these Terms is void, unlawful or unenforceable, then that part will be ineffective to the extent it is void, unlawful or unenforceable, without affecting the validity and enforceability of the remaining provisions.

8.3 Governing law and jurisdiction

These Terms are governed by the laws in force in Victoria, Australia. The parties submit to the exclusive jurisdiction of the courts of Victoria, Australia.