Audi connect Terms of Service

Effective January 1, 2016

Highlights

Below for your convenience is a short summary of the Terms of Service set forth in this agreement. These highlights are not a substitute for the complete Terms of Service below, which constitute a legally binding agreement. Please review the full Terms of Service for details regarding your use of the Service.

- You will only use the Service when it is safe and legal to do so, and in compliance with these Terms of Service (and will ensure the same for additional users)
- We may suspend, modify or terminate the Service at any time and you will not be entitled to a refund
- You may cancel the Service at any time and you will not be entitled to a refund
- You cannot transfer the Service to another person or another Vehicle without our prior consent, use it for commercial purposes or re-sell it
- You are responsible for maintaining your Vehicle in good working order so that the Service can be provided
- You may not use the Service for illegal, fraudulent or abusive purposes
- Information collected to provide the Service will be handled in accordance with our Privacy Statement
- The Terms of Service for the applicable Wireless Service Provider WiFi hotspot services are separate and we are not bound by or responsible for them
- The Service is provided "as is" without warranties of any kind and can be limited or discontinued entirely because of technological changes
- We may update or modify the software used to provide the Service at any time, and we may do this remotely without notifying you or seeking your consent
- If a dispute arises, it will be resolved through arbitration
- We can modify these Terms of Service at any time and such modifications will become effective upon posting on the website or if we notify you, then at the time of notification

By accepting the Terms of Service during our sign-up process or accessing or using the Service, you are indicating that you have read, understand, and agree to be bound by the Terms of Service set forth below.

Terms of Service

These Terms of Service govern your use of the Audi connect services, including Connect CARE, Connect PRIME, and Connect PLUS (the "Service") available with your Audi vehicle (your "Vehicle"). Certain services or offerings available through Audi connect or Connect PLUS that are provided directly by third parties are governed by separate Terms of Service, for example, for WiFi hotspots, the Terms of Service of your selected wireless provider will govern. Your Vehicle contains hardware and software ("Equipment") that enables you to receive the Service as part of the service plan ("Service Plan") that is included for an introductory period with your Vehicle and available for paid subscription after the introductory trial period. Information about the Service and each of the Service Plans is available at http://www.audiusa.com/technology/intelligence/audi-connect (the "Audi connect website").

The Service is provided to you, the Vehicle owner or lessee ("you" or "your") by Audi of America, Inc. ("AoA", "we" or "us"), an operating division of Volkswagen Group of America, Inc. ("VWoA"), certain third-party service providers ("Service Providers"), including providers of the wireless networks on which the Service relies ("Wireless Service Providers") and content providers ("Content Providers"). Such Service Providers and Content Providers will together be referred to as "Service Partners."

These Terms of Service set forth the agreement between you and AoA with respect to the Service and are legally binding. When you accept the Terms of Service during our sign-up process or when you access or use the Service, you are indicating that you have read, understand, and agree to be bound by these Terms of Service. In addition, your use of the Service and the Audi connect website is subject to the AoA Privacy Statement, and if you are registering a Key User, the Key User Agreement, which are incorporated by reference into these Terms of Service. A copy of the Privacy Statement is available on the Audi connect website. The parent, subsidiaries, and affiliates of VWoA, including but not limited to Volkswagen AG and Audi AG (together with AoA, the "Audi Companies") are third-party beneficiaries under these Terms of Service and the protections set forth in these Term of Service, including without limitation, the disclaimers of warranties and limitations of liability, shall extend to them.

1. Starting Your Audi connect Service

In order to use the Service, you must agree to these Terms of Service. Before we provide you with the Service we may require that we have a valid credit card on file for you. The terms of your specific Service Plan, including the pricing if you continue the Service after the introductory period and other terms that are part of your Service Plan, are part of these Terms of Service. You will be bound by these Terms of Service if either: (i) your Vehicle purchase or lease agreement contains a provision that says you agree to these Terms of Service; (ii) you sign a contract that includes these Terms of Service; (iii) you purchase or lease a Vehicle that includes the Service in the purchase or lease price and you register for the Service; (iv) you speak with an

Audi connect customer service representative and register for the Service; (v) you authorize your independent AoA-authorized dealership ("Audi Dealer") to register for the Service on your behalf; or (vi) you or someone you authorize to use your Vehicle and the Service uses the Service or accepts any of its benefits. Once you accept these Terms of Service you are responsible for your own compliance with these Terms of Service and for compliance by occupants of your Vehicle and anyone using the Service or your account, whether or not authorized by you.

Although Audi connect services will be active in all vehicles, they will not be enabled until you register for the trial or paid subscription service, either at your Audi Dealer or on your own. However, the Connect CARE services listed below are active and enabled prior to purchase or lease, do not require registration or activation and will be available for a limited period following delivery of the Vehicle:

- Automatic Crash Notification Services (in the event of an airbag deployment, the AoA emergency service center will automatically be contacted);
- Manual Emergency Services (provided when you contact us directly, including through the use of the SOS button in the vehicle, to notify us of an accident or mechanical breakdown and request emergency services);
- Stolen Vehicle Locator (at your request, we will attempt to locate your vehicle in coordination with law enforcement authorities);
- Roadside Assistance (you may request the dispatch of a tow service, including through the use of the Roadside Assistance button (which contains an image of a wrench) in the vehicle); and
- Audi Service Request (you may opt-in to receiving a reminder of when services are due for your vehicle).

Disabling Connect CARE tracking equipment so that it cannot be used or reactivated involves signing the Audi Consent Form for the Connect CARE plan and disabling or removing the equipment from your vehicle at an Audi Dealer and additional costs for which you will be responsible. If you choose to do this, no Audi connect services will be available. For additional information contact 1-877-505-2834.

2. Discontinuing Service During the Introductory Period

You may terminate the Audi connect services during the introductory period, if any, included with the purchase or lease of your Vehicle, by contacting an Audi connect customer service representative at 1-877-505-2834. However the Connect CARE features will remain active and usable. **Disabling all services tracking equipment, including Connect CARE equipment, so that it cannot be used or reactivated involves disabling or removing the equipment from your vehicle at an Audi Dealer and additional costs for which you will be responsible. If you choose to do this, no Audi connect services will be available, including Connect CARE.**

3. Changes to Terms of Service

We can change these Terms of Service; change, add or delete Services and Service Plans; and change the prices we charge for each Service Plan, at any time. Any change in prices for your Service Plan will not take effect until the current term of your Service Plan has expired. We will notify you of such change by posting of amended terms. It is your responsibility to review these Terms of Service periodically. You can cancel this Agreement if you do not agree to the change, but if you do not notify us within 30 days after we give you notice of the change, then the change will become part of this agreement.

4. Registering with Us

If you wish to get the full benefit of your Service Plan, you must register for the Service. Until you register, the Service, excluding Connect CARE features, will not be available. You will be asked to provide identification information as part of the registration process and may be required to provide a credit card.

In order to use the full features of the Service you will be required to create a myAudi account at https://www.audiusa.com/myaudi. When you create an account you must provide accurate and complete information; keep your account and password secure and not disclose them to anyone; and notify us immediately of any breach of security or unauthorized use of your Service or account using the contact information in Section 16 of these Terms of Service. You will be solely responsible for all activity in your account.

In addition, as the owner of an Audi vehicle, you can designate a primary vehicle user ("Key User") to utilize certain Services and designate additional vehicle users. Acceptance of the Key User Agreement, which includes these Terms of Service, ensures that certain Services are available only to the appropriate vehicle users and requires completion of the Key User registration and verification process.

5. Service Costs, Taxes and Other Charges, Payment Provisions

a) Introductory Period

The introductory period for your Service Plan, if any, starts on the date that you activate your Service Plan and continues for the time specified in your Service Plan. There may be no additional charge to you if an introductory period for a Service Plan is included with the purchase or lease of your Vehicle. You can learn about the features included in your Service Plan, additional features that may be available to you, and the prices for Service Plans and additional features (the "Service Rates") on the Audi connect website or by calling us at 1-877-505-2834.

b) Renewal After Introductory Period

After any included introductory period ends, the Service, excluding Connect CARE, will be discontinued unless you renew your subscription with a valid credit card or through any other means of electronic payment, acceptable to us, and provide us with appropriate authorization to charge the credit card or use such other acceptable means of electronic payment. If we have an acceptable and valid means of payment on file for you and we have obtained appropriate authorization, your current Service Plan will automatically renew for whatever period is provided for in the Service Plan to which you agreed, unless you or we cancel or terminate in accordance with the terms hereof, or unless either of us provides notice to the other of non-renewal at least fifteen (15) days prior to the end of the current term. Unless otherwise permitted (or required) by law, rule or regulation, we will provide you with notice at least thirty (30) days before your current Service ends, so that you can decide and notify us if you do not want to continue your Service Plan or if you want to change it or add additional features to it. To the extent a longer period is required by law, rule or regulation, we will provide you with notice within such period.

c) Other Charges

You are responsible for paying directly to third parties, including Connect PLUS Service Providers and emergency Service Providers, all charges for services furnished by them directly to you that are not expressly covered by your Service Plan.

d) Taxes and Surcharges

Service Rates do not include certain taxes and surcharges that may apply to your Service. To the extent applicable, as determined by us in our sole discretion, in addition to Service Rates, we may charge state and local sales taxes, surcharges for federal and state Universal Service Fund contributions, and state and local 911 or other emergency service fees. Charges may also include a cost recovery surcharge. Surcharges are typically assessed to help defray our costs (or the costs of our Wireless Service Providers) incurred in complying with federal and state telecommunications regulations. Surcharges are not taxes or fees that the government requires from consumers. In addition to all applicable Service Rates, you agree to pay all taxes and surcharges charged to you by us, which will be added to your bill.

e) Payment Methods and Your Payment Responsibilities

You are responsible for paying all amounts due on time and in full. All charges (including all Service Rates, taxes and surcharges) will be charged in advance of the term to which they apply and are non-refundable. If your payment information has changed at the time payment is due, you must arrange for payment or provide us with updated payment information, or else we may discontinue the Service. We may terminate or suspend your Service (in whole or in part) without notice to you, if your credit, charge or debit card provider refuses a charge from us or if such card has otherwise expired. Even if we terminate or suspend your Service, you will still be responsible for any charges due at the time of such suspension or termination.

You expressly consent and authorize us to: (1) verify, either ourselves or through third parties, your credit, charge or debit card information; (2) receive updated account information from the financial institution issuing your credit, charge or debit card; (3) review your credit history and obtain credit reports to determine your creditworthiness; (4) charge all amounts for which you are responsible to the credit, charge or debit card account number you have provided. We will only use this information in connection with determining whether to provide you with or charging you for the Service and as permitted by the AoA Privacy Statement.

f) Disputed Charges

If you think that there has been an error in any charge billed by or through us, you must notify us within sixty (60) days, or such longer period as required by law, after the charge is posted to your account to request an adjustment. If you do not contact us about the disputed charge within this time period, you agree that you have waived your right to dispute the charge and must pay all amounts due in full.

6. Termination, Suspension, Reactivation, Change and Transfer of Service

a) Our Rights to Suspend or Terminate the Service

We can decide to either suspend or terminate the Service without warning, or issue a warning, at any time for any reason in our discretion, including for network or system maintenance, improvement, congestion, or failure or if we suspect your Service (in whole or in part) is being used for any unauthorized or inappropriate purpose, as a result of your breach of these Terms of Service or for reasons unrelated to you or your account with us. If suspension or termination of the Service occurs for any reason, you acknowledge and agree that you may not be able to access the Service, including the emergency services. In addition, if we are advised by your financing company or any Audi Company that you no longer own or lease your vehicle, we may terminate your Service, excluding services provided by a separate Service Provider and subject to a separate agreement (see Section 10).

Availability of the Service (including Connect CARE) is subject to certain technologies remaining commercially available for the Service period (including technologies provided by Wireless Service Providers), and such availability is not guaranteed.

If we elect to terminate your Service (in whole or in part), you will not be entitled to any refunds or credits regardless of the reason for such termination.

b) Your Right to Cancel the Service/Credits

You may cancel the Service at any time by contacting one of our customer service representatives and notifying us that you want to cancel Service. In no event will you be entitled to a refund.

c) Reactivation of Service

You do not have any right to have your Service reactivated, even if you cure any of the issues that resulted in the termination or suspension of your Service. It is solely our decision as to whether to allow you to have Service again. If we do decide to reactivate your Service, we have the right to charge a reactivation fee.

d) Transfer of Service, Sale of Vehicle, Termination of Lease

You cannot transfer the Service to another person or to another Vehicle without our prior consent.

You must notify us if you sell or transfer your Vehicle or end its lease. If you fail to notify us, you will remain responsible for all charges for any Service incurred in connection with such Vehicle. It is your responsibility to remove all data and content (including any personal information), if any, that you may have stored on your system before you sell or transfer your Vehicle, to the extent permitted by the Equipment. You must also notify the new owner if any services or features are active when you transfer the Vehicle, and you must disclose to the new owner that those services or features involve the collection, use and sharing of data as described in these Terms of Service and the AoA Privacy Statement.

We may communicate with you about the Service by providing you with messages through the Equipment in your Vehicle. If you fail to notify us of a sale or transfer of your Vehicle or termination of your lease, we may continue to send messages to the Equipment in your Vehicle. We are not responsible for any privacy related damages you may suffer as a result of such a failure to notify us of a sale or transfer of your Vehicle.

7. Authority to Use, Terminate, Change or Transfer Your Service/Service Plan

We will only accept requests from you (or from someone we believe is you, or someone with your authorization, such as your authorized agent) to use, activate, cancel, change, reactivate, or transfer the Service. You agree that we can assume that anyone who provides your registration information is authorized to act on your behalf, and that we shall have no responsibility or liability for anything that may arise from our providing any services to, or acting upon instructions from any such individual, even if such individual is not, in fact, authorized by you to use the Service or your account. You should notify us immediately of any breach of security or unauthorized use of your Service or account using the contact information in Section 16 of these Terms of Service.

8. Your Responsibilities

a) Your Responsibility for the Proper Operation of Your Vehicle and Proper Use of the Service

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF OR ANY RELIANCE UPON ANY INFORMATION OR CONTENT AVAILABLE THROUGH THE SERVICE IS SOLELY AND COMPLETELY AT YOUR OWN RISK AND RESPONSIBILITY. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU (AND/OR ANY OTHER OCCUPANT OF YOUR VEHICLE) FOLLOW INSTRUCTIONS FOR USE OF THE SERVICE AND EXERCISE GOOD JUDGMENT AND OBEY TRAFFIC AND ALL OTHER APPLICABLE LAWS AND REGULATIONS, WHEN OPERATING YOUR VEHICLE; USING THE EQUIPMENT AND SERVICE; AND/OR EVALUATING WHETHER THE USE OF ANY OF THE SERVICES (OR THE ROUTING AND DIRECTION DATA YOU RECEIVE) IS SAFE AND LEGAL UNDER THE CIRCUMSTANCES.

b) Your Responsibility for Insuring Your Vehicle

The Service is provided to you as a convenience. The Service does not constitute insurance and you should not rely on it to limit the potential for loss, theft or damage to your Vehicle or property. You are solely responsible for obtaining and maintaining any and all insurance for your Vehicle, your passengers and your property. No insurance company or insurer will be entitled to any right of subrogation against us or our Service Partners.

c) Your Responsibility for Maintaining Your Vehicle

In order for us to provide the Service, the Equipment in your Vehicle must be in good working order and your Vehicle must have a working electrical system and adequate battery power. The Service may not work if you try to modify the Equipment or add any equipment or software in or to your Vehicle that is not expressly authorized by us or is not compatible with the Equipment or Service. You may need to adjust your use of other Vehicle features, such as adjusting the volume of your radio to hear the audio portions of the Service. You are solely responsible for the proper maintenance of your Vehicle and its systems (including the Equipment) and for keeping them in good working order and in compliance with these Terms of Service and all applicable laws.

d) No Illegal, Fraudulent or Abusive Use of the Service

You may not use the Equipment, the Service, or the Audi connect website, in any way that is illegal, fraudulent or abusive, including to harass, threaten, abuse, defame, or slander, any individual or entity. You may use our emergency services, including Connect CARE, only for actual emergencies and legitimate vehicle assistance needs. You may not use the Service in a manner that interferes with any other customer's use of our Service or our provision of our Service to our other customers. You agree you will not abuse or do anything to damage our or

any of our Service Partners' respective business, operations, services, reputation, employees, equipment, property or facilities. You further agree that you will not harass, threaten or use vulgar and/or inappropriate language towards any customer service representatives.

e) No Commercial Use or Resale of the Service

The Service, including the messages, data, information, content, or other material provided as part of the Service, are provided only for your non-commercial use, and not for re-sale. Certain information you receive through the Service belongs to us or our Service Partners (or other third parties) and may be subject to one or more copyrights, trademarks, service marks, patents, or other legal protections. You may not (and may not permit or cause any other party to) sell or resell or otherwise use the Service or any information provided through the Service for commercial purposes, nor may you reproduce, copy, modify, attempt to reverse engineer, make derivative works from or otherwise display or distribute information provided through the Service.

f) No Rights to Telephone Numbers or Other Addresses

You have no property right in any number address or other communication identifier that may be assigned to you or to the Equipment in connection with the Service. Any such number, address or identifier may be changed from time to time.

g) Your Responsibility for Others Who Use Your Vehicle

You are solely responsible for those who use the Service in your Vehicle or use your authentication information, even if you later claim the use was not authorized, and you will be responsible and promptly pay for any charges arising from such use, and any damages to or expenses incurred by us or any of our Service Partners as a result of such use. Neither we nor any Service Partner has any obligation to inquire about the authority of anyone using your Vehicle or other information that can be used to identify your account to request the Service for your Vehicle. You are responsible for the security of any passwords you use to access the Service. We will make any changes to your account or charge you for any amounts authorized by a person who provides your authentication information.

9. Use of Certain Service Features

a) Locating Your Vehicle if It Is Lost or Stolen

If your Vehicle is stolen, we can try to help locate it after we receive satisfactory identification and confirmation from the police that the Vehicle has been stolen. We generally only provide location information about stolen vehicles to the police. However, in cases of crises or emergencies, we may, in our sole discretion, provide you with information about the general area of your Vehicle without police involvement. Neither we nor our Service Partners have any obligation to continue our attempts to locate your Vehicle after thirty (30) days from the time it is first reported stolen or lost to us, and we can't guarantee that we will be able to find it. We do

not have any obligation to try to find your Vehicle outside of a Vehicle theft situation, such as trying to locate an individual for you. If your Service Plan provides you with the ability to locate your Vehicle, such as by using a mobile application, in no case should you use this feature to try to locate a stolen vehicle. Such efforts are for appropriate law enforcement agencies.

To enable you to continue to receive the benefits of the Service in the event your Vehicle is recovered, we do not terminate the Service when you report that your Vehicle is stolen, and we will not terminate the Service unless and until we get express instructions from you.

b) If You Need Emergency Assistance

We will use reasonable efforts to contact appropriate emergency personnel, such as police, fire department or emergency responders, for assistance when you request it or when the Equipment in your Vehicle signals for it, but we cannot guarantee that any such Service Partners will respond in a timely manner or at all. We will assume an emergency exists if we receive a crash notification signal from your Vehicle, such as a signal that your air bags have deployed. If applicable laws require an emergency to be confirmed before emergency personnel provide service, we will not contact emergency personnel in these areas until we hear your request for assistance or otherwise confirm that an emergency exists. YOU EXPRESSLY RELEASE US AND OUR SERVICE PARTNERS FROM ALL LIABILITIES AND LOSSES (INCLUDING PHYSICAL INJURY AND DEATH) THAT YOU OR OTHERS MAY SUFFER IN AN EMERGENCY SITUATION, INCLUDING IN THE EVENT OF OUR FAILURE TO CONTACT APPROPRIATE EMERGENCY PERSONNEL.

10. How the Service Works, Our Service Partners, Restrictions and Limitations

a) Our Service Partners

We work with many different companies, individuals, and government entities to provide you with the Service. These Service Partners include, for example and without limitation, telecommunications providers, Wireless Service Providers, public safety operators, emergency personnel, towing companies, vehicle distributors and dealers, equipment and software manufacturers, licensors, Content Providers, and any parties who provide any service, equipment, content, feature or facilities in connection with the Service. These parties are collectively referred to in these Terms of Service as our “Service Partners.” In some cases, one or more of the Audi Companies may be a Service Partner. In the event any of our Service Partners impose additional terms and conditions on the services they provide, by accessing such services you agree to comply with any additional terms and conditions imposed by them, which will be available on the Audi connect website.

Certain Audi connect services, including certain Connect PLUS features, available on vehicles equipped with the Service will be provided through third-parties, such as AT&T for WiFi hotspot services. If a service is provided directly by a third party, it may require an active service agreement with the third party and will be subject to the third party’s separate terms and conditions. With respect to Content Providers, a separate service agreement may not be required,

however, you should review their Terms of Service and Privacy Statements to understand how they will use and share your information. Please see the Privacy Statement at _____ for a list of Content Providers and contact details.

b) How the Service Works, Coverage Area

The Service generally works using wireless communication networks of our Wireless Service Providers and the Global Positioning System ("GPS") satellite network. The Equipment in your Vehicle receives GPS signals and communicates with our response centers through the use of wireless and landline communications networks. The location of your Vehicle, particularly in remote or enclosed areas, may affect the availability and quality of the Service that we are able to provide to you. Some or all of the Service may not be available in all areas and may only be available if your Vehicle is in a geographic area covered by the service network footprint (and within operating range) of one of our Wireless Service Providers and is able to receive GPS signals. Service is currently only available in the continental United States (including the District of Columbia), and Alaska, Hawaii, and Puerto Rico.

c) Software

We use software in connection with the Service. We (or our Service Partners) own or have rights to all such software and you do not acquire any rights in such software other than the right to use such software as reasonably necessary for you to use the Service as permitted in your Service Plan and these Terms of Service. We (or our Service Partners) may update or modify the software contained in your Vehicle's systems or the Equipment from time to time, and we **may do this remotely without notifying you or seeking your consent**. These software updates and modifications may affect or erase data that you have previously stored on the Equipment in your Vehicle (such as specific route or destination information). We are not responsible for any lost or erased (or otherwise affected) data and you are solely responsible for the data that you may have downloaded, uploaded, transmitted or otherwise stored from, to, on or through the Equipment or Service.

d) Voice Recognition

Voice recognition software, which may be able to recognize different voices, accents, speech patterns and words, may be used in connection with the Service. We do not represent or guarantee that such software will recognize or work with your or other voices, accents or speech patterns, or recognize some or all words, some or all of the time.

e) Events Beyond Our Control

Various conditions beyond our control may prevent or delay us from providing Service to you, or affect the quality of the Service. Some examples are atmospheric, geographic, or topographic conditions (such as tall buildings, hills or tunnels), damage to or failure to maintain your Vehicle or the Equipment in good working order, government laws, rules or regulations, failure, congestion or outages of utility or wireless networks (including interruption of cellular service),

war, act of God, natural disaster, inclement weather, and labor strikes. In the event of any of the foregoing, we may, in our discretion, suspend or terminate the Service (in whole or in part) or terminate your Service Plan, without notice to you and without any liability. We are not responsible for delay or failure in providing Service due to conditions beyond our control and you are not entitled to credit or refund as a result of any such delay or failure.

In the event of any regulatory, governmental or other legally-compelled changes, or discontinuation or change of necessary telecommunications systems and services (e.g., if our Wireless Service Provider terminates or restricts wireless services of the type used by your Vehicle's Equipment), you are solely responsible for replacing, as well as the cost of replacing, any Equipment that is necessitated as a result of such change or discontinuation, except that if such change occurs during your Vehicle's base warranty period, while you will still be responsible for the cost of such replacement, we will be responsible for obtaining and providing you with the necessary replacement materials (if applicable).

11. Collection and Use of Your Vehicle and Subscriber Data

For information on our data collection and use practices, please refer to the AoA Privacy Statement **available through http://www.audiusa.com/technology/intelligence/audi-connect/connect-privacy**, which is incorporated herein by reference.

12. Disclaimer of Warranties

NEITHER WE NOR OUR SERVICE PARTNERS WARRANT OR GUARANTEE THAT SERVICE WILL BE AVAILABLE AT ANY SPECIFIC TIME OR AT ALL TIMES OR TO ANY GEOGRAPHIC LOCATION, OR THAT THE SERVICE WILL BE PROVIDED WITHOUT INTERRUPTION, DELAY OR ERROR. NEITHER WE NOR ANY OF OUR SERVICE PARTNERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED ABOUT (1) THE EQUIPMENT OR ANY OTHER HARDWARE OR SOFTWARE USED WITH THE SERVICE, (2) THE SERVICE, (3) NONINFRINGEMENT, OR (4) ANY DATA OR INFORMATION OR OTHER SERVICES PROVIDED THROUGH THE SERVICE. THIS INCLUDES, WITHOUT LIMITATION, WARRANTIES OF SECURITY, TITLE, CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THESE TERMS OF SERVICE. WE EXPRESSLY DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES.

The only warranties applicable to the Equipment in your Vehicle are those extended as part of your purchase or lease of your Vehicle. **Such warranty does not cover the Service, in whole or in part.**

13. Limitation of Liability

BY ENTERING INTO THESE TERMS OF SERVICE OR BY USING THE EQUIPMENT OR SERVICE, YOU ARE WAIVING IMPORTANT RIGHTS, AND YOU ARE PROVIDING YOUR EXPRESS CONSENT TO VARIOUS ACTIONS TO BE TAKEN BY US, AUDI COMPANIES AND OUR SERVICE PARTNERS (AS DESCRIBED HEREIN).

Neither we, nor any Audi Company nor our Service Partners assume any risk or responsibility for your use of the Service, or any of the information or other content provided as part of the Service. You acknowledge and agree that neither we, any Audi Company, nor any of our Service Partners are liable for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any third-party, by buildings, hills, tunnels, network congestion, atmospheric conditions, acts of God or natural disaster or by any other conditions or circumstances out of our control (as further described above in Section 10(e) of these Terms of Service).

In addition, neither we, any Audi Company nor our Service Partners are liable (1) for our inability to contact any Service Partner or other party in any particular situation (including any emergency personnel), (2) for any act or omission of any other company furnishing a part of our Service or any equipment provided for such Service, (3) for errors or omissions of any vendors, dealers or manufacturers participating in offers made through us, or (4) for any damages that result from or arise out of the use, installation, repair or maintenance by you (or by any person you authorize) of the Equipment or Service, or any product or service provided by or manufactured by third parties.

IF WE, ANY AUDI COMPANY AND/OR ANY OF OUR SERVICE PARTNERS ARE FOUND TO BE LIABLE TO YOU FOR ANY REASON, YOU AGREE THAT THE MAXIMUM, AGGREGATE LIABILITY OF US, ANY AUDI COMPANY AND OUR SERVICE PARTNERS TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER ANY THEORY OR FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED UNDER THESE TERMS OF SERVICE, FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY), SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE SERVICE RATES CHARGED TO YOU FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM FOR THE PERIOD OF SERVICE DURING WHICH ANY RESULTING DAMAGES OCCURRED**.** YOU ACKNOWLEDGE AND AGREE THAT NEITHER WE, NOR ANY AUDI COMPANY, NOR ANY SERVICE PARTNER WOULD HAVE AGREED TO PROVIDE THE SERVICE OR EQUIPMENT TO YOU WITHOUT YOUR AGREEMENT TO THIS LIMITATION. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE DAMAGES CAP SET FORTH IN THIS PARAGRAPH SHALL BE THE SOLE AND EXCLUSIVE LIABILITY OF US, ANY AUDI COMPANY AND OUR SERVICE PARTNERS TO YOU.

IN NO EVENT SHALL WE, ANY AUDI COMPANY OR OUR SERVICE PARTNERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR, AND YOU CANNOT RECOVER ANY, (A) PUNITIVE, EXEMPLARY, TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE (REGARDLESS OF WHETHER WE, ANY AUDI COMPANY OR OUR SERVICE PARTNERS HAVE BEEN NOTIFIED THAT SUCH LOSS MAY OCCUR); OR (B) ATTORNEY'S FEES. YOU AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED ABOVE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU.

You understand and agree that the Audi Companies and our other Service Partners, including without limitation the Wireless Service Providers, shall have no legal, equitable, or other liability of any kind to you in any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise relating to or arising from the Service and you waive any and all such claims or demands. If any Audi Company or any of our other Service Partners is involved in any problem, you also agree to any limitations of liability that such entity imposes on its customers.

14. Indemnification; Release

You agree to indemnify and hold harmless us, each Audi Company and each of our Service Partners, including Wireless Service Providers, and each of our or their respective affiliates, officers, directors, agents, partners and employees, from and against any and all liabilities, settlements, penalties, claims, causes of action, and demands (including any costs, expenses, or attorneys' fees on account thereof) (collectively "Claims") irrespective of the nature of the cause of such Claims, alleging loss, costs, expenses, damages or injuries (including without limitation Claims for libel, slander, or any property damage, personal injury or death), arising in any way, directly or indirectly, in connection with your (or any occupant of your Vehicle) violation of these Terms of Service or your (or any occupant of your Vehicle) alteration, use counter to instructions, misuse or failure to use the Service or Equipment.

You agree that the limitations of liability and indemnities in these Terms of Service will survive even after your Service Plan has ended and your Service has terminated. These limitations of liability apply not only to you, but to anyone using your Vehicle, the Equipment or the Service, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to any Service we or our Service Partners provide or the Equipment.

WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, YOU FURTHER AGREE TO RELEASE US, EACH AUDI COMPANY AND EACH SERVICE PARTNER

FROM ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE SERVICE AND/OR EQUIPMENT, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR DATA COMPROMISE, PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE SERVICE, EVEN IF CAUSED BY THE NEGLIGENCE OF US, ANY AUDI COMPANY OR ANY OTHER SERVICE PARTNER, OR THE MALFUNCTION OF THE EQUIPMENT. YOU AGREE THAT THIS RELEASE EXTENDS TO ANY PARTY CLAIMING UNDER YOU AND THAT NO INSURANCE COMPANY WILL HAVE ANY RIGHT OF SUBROGATION.

15. Dispute Resolution

YOU AND WE AGREE THAT IN THE EVENT OF ANY DISPUTES BETWEEN US, WE WILL FIRST TRY TO RESOLVE IT BY TALKING WITH EACH OTHER. IF WE ARE UNSUCCESSFUL IN RESOLVING OUR DISPUTES IN THIS MANNER WITHIN A REASONABLE TIME PERIOD, YOU AND AOA EACH AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW:

(1) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE, OR TO ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE, WILL BE SETTLED BY INDEPENDENT ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE BETTER BUSINESS BUREAU (“BBB”) UNDER BBB ARBITRATION RULES, AS MODIFIED BY THESE TERMS OF SERVICE. BBB RULES AND FEE INFORMATION ARE AVAILABLE FROM US OR THE BBB. ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITRATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING;

(2) EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS OR CLASS ARBITRATIONS, YOU EXPRESSLY WAIVE ANY RIGHT TO PURSUE ON A CLASS BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST AOA, ANY AUDI COMPANY OR ANY OF OUR SERVICE PARTNERS, OR ANY OF OUR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, LICENSORS, EMPLOYEES OR PREDECESSORS IN INTEREST. IF MULTIPLE CLAIMS ARE JOINED IN ONE ACTION, SOME OF WHICH WOULD NOT BE SUBJECT TO ARBITRATION, THE LATTER CLAIMS MUST BE STAYED UNTIL ANY CLAIMS IN THAT ACTION THAT ARE SUBJECT TO ARBITRATION HAVE BEEN RESOLVED. IF CLAIMS ARE ASSERTED AGAINST MULTIPLE PARTIES, SOME OF WHOM ARE NOT REQUIRED TO ARBITRATE, THE CLAIMS SUBJECT TO ARBITRATION MUST BE SEVERED. HOWEVER, YOU RETAIN YOUR RIGHT TO FILE A COMPLAINT WITH ANY REGULATORY AGENCY OR COMMISSION;

(3) NO ARBITRATOR HAS AUTHORITY TO AWARD RELIEF IN EXCESS OF WHAT THESE TERMS OF SERVICE PROVIDE, OR TO ORDER CONSOLIDATION OR CLASS ARBITRATION, EXCEPT THAT AN ARBITRATOR DECIDING A CLAIM ARISING OUT OF OR RELATING TO A PRIOR AGREEMENT MAY GRANT AS MUCH SUBSTANTIVE RELIEF ON A NON-CLASS BASIS AS SUCH PRIOR AGREEMENT WOULD PERMIT. IN ALL ARBITRATIONS, THE ARBITRATOR MUST GIVE EFFECT TO APPLICABLE STATUTES OF LIMITATIONS AND WILL DECIDE WHETHER AN ISSUE IS ARBITRABLE OR NOT. IN A LARGE/COMPLEX CASE ARBITRATION, THE ARBITRATORS MUST ALSO APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSING PARTY MAY HAVE THE AWARD REVIEWED BY A REVIEW PANEL CONSISTING OF THREE (3) ARBITRATORS; AND

(4) IN THE EVENT THE FOREGOING ARBITRATION REQUIREMENTS DO NOT APPLY, YOU AND AOA EACH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY AND A JUDGE WILL DECIDE ANY AND ALL DISPUTES.

16. Contact Information

You may notify us by postal mail (Audi Customer Experience Center, 3800 Hamlin Road, Auburn Hills, MI 48326), phone at 1-877-505-2834, or by electronic means (via the Audi connect website). Such notices will be considered effective after we receive them.

Any notice we send you will be sent to your last known residence or electronic mail address as shown on our records. It is your sole responsibility to ensure that we have the most up-to-date and accurate contact information for you at all times. Any written notice from us will be considered given when we send it by email to the email address you have provided to us that is then in our records, or two days after we mail it to you at the most current billing address we have on file for you. Any oral notices will be considered given when we call you or when you call us toll-free at 1-877-505-2834, or you speak with a live customer service representative.

Calls with our customer service representatives, emergency personnel, or the police may be monitored or recorded for quality assurance, issue resolution, maintaining service, training, or promoting or providing services. Our and our Service Partners' customer service representatives may remain on the line while conferencing in a third-party to assist in completing a service request. You (for yourself and your Vehicle's occupants and anyone else acting or using the Service on your behalf): (1) expressly consent to the monitoring and recording activities described herein, and (2) release us and our Service Partners from claims, liabilities, and losses resulting in connection with any such monitored and/or recorded communications.

17. Miscellaneous Terms

a) The Laws Governing Our Relationship

To the full extent legally permissible, these Terms of Service and any disputes arising out of or relating to it or the Equipment or Service will be governed by the laws of the Commonwealth of Virginia, wherever filed without regard to conflicts of laws principles and subject to arbitration as set forth above. In the event that the arbitration requirements of this agreement are inapplicable or unenforceable, any complaint or other legal action concerning these Terms of Service shall be interpreted under the laws of the Commonwealth of Virginia and shall be subject to the jurisdiction of the courts of the Commonwealth of Virginia.

b) Entire Agreement

These Terms of Service (including the Service Plan, Key User Agreement, Privacy Statement and any other document or policy incorporated by this Agreement) is the entire agreement between you and us. It supersedes all other agreements, communications or representations, oral or written, between us, past or present. We are not responsible for any statements, agreements, representations, warranties or covenants, oral or written, including, without limitation, any statements from third parties, concerning or relating to the Equipment or the Service provided to you pursuant to these Terms of Service or your Service Plan, unless such statements, agreements, representations warranties or covenants are expressly contained in or incorporate by these Terms of Service or your Service Plan.

c) Effect of Termination or Non-Renewal of Terms of Service & Service Plan

Even after your Service Plan has ended and unless it has been replaced by a new agreement expressly entered into by and between us, the provisions of these Terms of Service will continue to govern any disputes arising out of or relating to it. These Terms of Service will also be binding on your heirs and successors and on our successors. In addition to any other provisions identified herein as surviving termination or expiration of your Service Plan, the following provisions of these Terms of Service shall survive the termination or expiration of your Service Plan: Sections 4, 5, 6, 7, 8, 9 and 11 through 17.

d) Waiver; Severability

No waiver of any part of these Terms of Service, or of any breach of it, in any one instance will require us to waive any other instance or breach. If any part of these Terms of Service is declared invalid or unenforceable, all other parts of these Terms of Service are still valid and enforceable.

e) Relationship Between Parties

Notwithstanding anything else herein, these Terms of Service do not create any fiduciary relationships between you and us, or between you and any Audi Company or any of our other Service Partners. These Terms of Service also do not create any relationship of principal and agent, partnership, or employer and employee between you and us or between you and any Audi Company or any of our Service Partners.

f) Third-Party Beneficiaries

Without limitation of anything else set forth herein, you have no contractual relationship whatsoever with any of our Service Partners, including Wireless Service Providers, and these Terms of Service do not give you any rights against any Audi Company or any Service Partner. You are not a third-party beneficiary of any agreement between us and any of our Service Partners. None of our Service Partners has any legal, equitable, or other liability of any kind to you under these Terms of Service. You expressly waive any and all claims or demands for such liability. Our Service Partners are third-party beneficiaries of these Terms of Service.

g) Assignment

We can assign these Terms of Service, in whole or in part, to any individual or entity we choose, at any time, without notice to you, in our sole discretion.

h) Export

You agree to comply with all applicable trade regulations and export control laws both domestic and foreign and to allow any information you provide to be used for the purpose of ensuring export compliance. The Equipment and the Service, and any underlying information accessed or transferred by you using the Service may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. § 2401, et seq.) and the Export Administration Regulations (50 C.F.R. § 730-774), as well as the import regulations of other countries. You agree not to export or re-export any such Equipment, software or information to any foreign country. Any information transferred by you using the Service or the Equipment to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.