LEGAL TERMS

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PLANO, TX 75025-9001
UNITED STATES

By phone:

1-800-331-4331

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1-310-468-7814

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LIMITATIONS OF LIABILITIES

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE THAT THE ENTIRE LIABILITY OF ANY LEXUS ENTITY TO YOU OR ANY THIRD PERSON, AND THAT YOUR OR ANY THIRD PERSON'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED UNDER THESE TERMS OF USE AND/OR FOR ANY BREACH OF THESE TERMS, IS SOLELY LIMITED TO THE AMOUNT OF FIFTY CENTS ($0.50). THE FORGOING LIMITATIONS OF LIABILITY ARE NOT APPLICABLE TO RESIDENTS OF NEW JERSEY. WITH RESPECT TO RESIDENTS OF NEW JERSEY, YOU AGREE THAT THE LIABILITY OF ANY LEXUS ENTITY OR ANY THIRD PERSON SHALL BE LIMITED TO FIFTY CENTS ($0.50).

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, NO LEXUS ENTITY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN, OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES.

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NO OFFER TO SELL OR LEASE

All of the information contained in the Sites is for informational purposes only, and in no way constitutes an offer to enter into any transaction for a Lexus vehicle or other Lexus product or service. The purchase of any Lexus vehicle shall be subject to the terms and conditions of the applicable sale, lease or retail installment contract. Any MSRP (Manufacturer's Suggested Retail Price) listed on any of the Sites are in U.S. dollars only and exclude tax, title, license and registration. Actual dealer price may vary. The Sites shall not be used or relied upon by you as a substitute for information that is available to you from an authorized Lexus automobile or parts dealer.

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MISCELLANEOUS

A. Notices and Announcements: Except as expressly provided otherwise herein, all notices to Lexus shall be in writing and delivered via overnight courier or certified mail, return receipt requested to:

LEXUS
P.O. BOX 259001 – MAIL DROP E3-2D
PLANO, TX 75025-9001
UNITED STATES

B. Severability: If any provision of these Terms are unlawful, void or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

C. Applicable Law: These Terms and any disputes arising under or related to these Terms will be governed by the laws of the State of Texas without reference to its conflict of law principles.

D. Entire Agreement: These Terms constitute the entire, complete and exclusive agreement between you and us regarding the Sites and supersedes all prior agreements and understandings with respect to the subject matter of these Terms.

E. Waiver: The remedies of Lexus set forth in these Terms shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. Any failure by us, at any time or from time to time, to enforce any of our rights under these Terms shall not constitute a waiver of such right.

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DISPUTES/ARBITRATION

PLEASE READ THIS PROVISION CAREFULLY. IT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SITES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THIS PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

It is Lexus' goal that the Sites meet your expectations and that you are satisfied. However, there may be instances when you have a problem or dispute that needs special attention. In those instances, Lexus is

committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your issue. Therefore, for any problem or dispute that you may have with Lexus, you acknowledge and agree that you will first give Lexus an opportunity to resolve your problem or dispute. This includes you first sending a written description of your problem or dispute to Lexus, a division of Toyota Motor Sales, U.S.A, Inc., c/o Toyota Motor Sales, U.S.A., Inc., Toyota Customer Assistance Center, P.O. Box 259001 – Web Services, Plano, TX 75025-9001. You then agree to negotiate with Lexus in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after Lexus' receipt of your written description of it, you agree to the further dispute resolution provisions below.

You agree that the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of any of the Sites and these Terms shall be final and binding arbitration except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any of the Lexus Entities or any third-party patent, copyright, trademark, trade secret, privacy or publicity rights, in which case you acknowledge that there is no adequate remedy at law and that injunctive or other appropriate relief may be sought by the Lexus Entities and/or the applicable third party(ies) either in court or from an arbitrator. You and we acknowledge that the Agreement affects interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under the Agreement (despite any other choice of law provision). To the extent that the Federal Arbitration Act and federal arbitration law do not supply substantive law necessary for the resolution of any disputes or claims, the laws of the State of Texas shall apply except that Texas laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply. To the extent that the parties litigate any part of any dispute or claim in court, including, without limitation, obtaining provisional remedies in aid of arbitration, confirmation of the award and judgment enforcement, the laws of the State of Texas shall apply except that Texas laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply.

Arbitration under this Agreement shall be conducted by the American Arbitration Association (“AAA”). The arbitration shall be administered by AAA pursuant to its Consumer Arbitration Rules. If the arbitration results in an award, then judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You and we agree to pay our own fees, costs and expenses, including those for any attorneys, experts and witnesses. You agree that any claim for or award of attorneys' fees, including such claim or award pursuant of Chapter 38 of Texas Civil Practice and Remedies Code, is waived. An arbitrator may award on an individual basis any relief. As a limited exception to the agreement to arbitrate, you and we agree that you may take claims to small claims court if your claims qualify for hearing by such court.

To the fullest extent permitted by applicable law, NO ARBITRATION OR OTHER CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER VISITOR OF THE SITES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In the event that this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction and not in arbitration.

WE BOTH AGREE THAT, WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, YOU AND LEXUS BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN US.

In no event shall any claim, action or proceeding by you related in any way to this Agreement be instituted more than two (2) years after the cause of action arose.

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CONTACT US

If you have any questions, complaints or claims about any of the Sites, or if you are having any technical difficulties with any of the Sites, please e-mail or call us at 1-800-25-LEXUS.