

## **Delphi Terms of Use**

*Updated: November 21, 2013*

PLEASE READ THIS TERMS OF USE (THIS "AGREEMENT") CAREFULLY AND COMPLETELY BEFORE USING DELPHI CONNECT. THIS AGREEMENT LIMITS THE LIABILITY OF DELPHI AUTOMOTIVE SYSTEMS, LLC ("DELPHI") TO YOU AND PLACES IMPORTANT OBLIGATIONS ON YOU. BY USING DELPHI CONNECT, YOU ARE AGREEING TO BE LEGALLY BOUND BY THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO ANY OF THE TERMS AND CONDITIONS, DO NOT USE DELPHI CONNECT.

USING DELPHI CONNECT REQUIRES U.S. CELLULAR SERVICE AND WILL INCUR U.S. CELLULAR DATA USAGE.

CAPITALIZED TERMS USED HEREIN SHALL HAVE THE MEANINGS GIVEN IN SECTION 2.

### **1. General Information**

**Delphi Connect** is provided to You by Delphi and U.S. Cellular.

Delphi Connect has several components: 1) the Module that you install in your vehicle; 2) Application Software that allows you to access vehicle features from your mobile device; and 3) the Connected Car Website that allows you to access vehicle features via a web browser. Together, these three components are called the "System."

The System includes access to a Connected Car Account with payment of a monthly fee. You must set up an Account through the Application Software or the Connected Car Website in order to access the Delphi Connect features.

U.S. Cellular data usage will apply when you download and use the Application Software or access the Connected Car Website from your mobile device and when the Module connects to the System. Your relationship with U.S. Cellular relating to your use of the System is governed by the terms of the customer service agreement that you entered into with U.S. Cellular at the time you purchased a Module or signed up for a license to use the System.

This Agreement and the Delphi Privacy Policy, available at [delphiconnect.com/terms](http://delphiconnect.com/terms), govern your relationship with Delphi, your use of the Application Software, the Connected Car Website as part of the System, and Delphi's use of your information.

### **2. Definitions**

“**You**” means the person who interacts with our System by registering on our Website and/or using the Application Software.

“**Us**”, “**we**” and “**our**” mean collectively Delphi Automotive Systems, LLC, its affiliates, and important licensors and licensees (not including U.S. Cellular) involved in making the System available to customers.

“**Module**” means the Delphi Connect device that you purchased from U.S. Cellular and install in your vehicle.

“**System**” means collectively to the Module, Website, and Application Software.

“**Connected Car Website**” or “**Website**” means the website that is available at [uscc.delphiconnect.com](http://uscc.delphiconnect.com) or at [delphiconnect.com](http://delphiconnect.com).

“**Application Software**” means collectively all software applications provided by us (whether accessed through use of the Website or downloaded onto a smartphone, tablet computer, or other device) that allows you to access your Account, interact with the Module, and/or otherwise access the System.

“**Connected Car Account**” or “**Account**” means your account with us that you access through use of the Application Software or Website by logging in with your user ID and password.

“**PII**” or “**Personally Identifiable Information**” means information that can be used to uniquely identify, contact, or locate a specific individual person or that can be readily used with other sources to uniquely identify a specific individual person.

### **3. Permitted Uses and Restrictions**

You warrant and promise to us that:

- You are at least 18 years old and have the capability to legally contract with us;
- You shall not attempt to use the Module or any other aspect of the System for vehicle travel that is outside the United States;
- You will use the Module, Website, Application Software, and any other aspect of the System only as described by the Agreement and as permitted by law;
- Any information you provide to us will be accurate, complete, and current;
- You will not use any aspect of the System for illegal or illicit purposes;
- You will not use any aspect of the System to stalk or improperly conduct surveillance of any person;
- You will not reverse engineer, decompile, create derivative works, or in any way infringe or misappropriate the intellectual property rights embodied in the System;
- You will not attempt to bypass or knowingly permit others to bypass the security infrastructure utilized by the System;

- You will not attempt to infect any aspect of the System with viruses, worms, Trojan horses, spyware, or any other form malicious software (collectively “Malware”) or to knowingly permit others to attempt to infect any aspect of the System with Malware;
- You will not modify or obscure any of the intellectual property notices displayed by the System;
- You will not share with third parties the user ID and password that you use to access your Account; and
- You will keep the e-mail address associated with your Account up to date so that you can receive communications relating to your access of the System.

**FURTHER, YOU WARRANT AND PROMISE THAT:**

- **You agree to only use the System with the informed consent of occupants within your vehicle.**
- **You will provide adequate notice of our Privacy Policy to any driver or occupant of a vehicle which has a Module or you will disconnect the Module when persons without adequate notice are in the vehicle.**
- **You will not sell or transfer the Module to another user.**
- **You will not sell or transfer title to a vehicle or return a leased vehicle to its owner without first removing the Module.**

**4. Data Collection and Use**

You agree that we may collect and use your PII data consistent with the provisions set forth in the Privacy Policy available at [delphiconnect.com/terms](http://delphiconnect.com/terms). Pursuant to the Privacy Policy, non-PII data may be freely used by us and disclosed to third parties without restriction.

**5. User IDs and Passwords**

You will need to create one or more user IDs and corresponding passwords (collectively “Codes”) to use access the functionality of the Module, to login to your Account, and to otherwise use the System for any function beyond reading the content posted on the Website for the general public. You are responsible for maintaining the confidentiality of your Codes and for all activities using such Codes. If you become aware of any unauthorized use of your Codes, it is your responsibility to immediately change the Codes on your Account via the Application Software or the Connected Car Website. If you require assistance with changing your Codes, contact U.S. Cellular Customer Service at 1-888-944-9400. You agree not to disclose the Codes to your Account to any third parties. You are solely responsible for the misuse of such Codes by any third parties to whom you disclose the Codes.

**6. Copyrights and Trademarks**

Website content may be downloaded or copied for personal, non-commercial use only. Website content is our property or it is used with permission and is protected by copyright laws. Copyright and other proprietary notices on the Website may not be removed from downloaded or copied material. The logos, trademarks, service marks, and other content on the Website are our property or the property of others. Except for the license provided in this Agreement, nothing on the Website should be construed as granting any license to use any intellectual property displayed on the Website. Misuse of any intellectual property on the Website is prohibited.

## **7. Information You Submit to or through the Website**

Except for your PII information, which is subject to the Privacy Policy, all other information you submit to the Website (such as non-PII, questions, comments, suggestions) will be treated as non-confidential and non-proprietary. Anything you send to the Website may be used by us for any purpose, without charge, fee or other obligation. Subject to the Privacy Policy and this Agreement, we may gather non-PII about you and your usage of the Website and use it for any purpose we deem appropriate.

## **8. Reservation of Rights/License Grant**

When you purchase a Module and register an Account, upon the creation of the Account you are granted a limited-use, temporary, non-exclusive, and non-transferrable license to: (a) use the Module with respect to the vehicle(s) associated with the Account; (b) access your Account and the System from the Website; and (c) use the Application Software on devices such as smartphones and tablet computers. All other rights to the Module, Application Software, Website, and System are hereby reserved by us, including but not limited to all of the intellectual property rights such as patent, copyrights, trade secrets, trademarks, and trade dress embodied within the System.

## **9. Expiration/Renewal**

Your license rights to use the System shall continue for so long as the applicable monthly fee is paid. Failure to make a timely monthly payment can result in the termination of your license.

## **10. Changes to this Agreement**

We may make changes to this Agreement from time to time at our sole discretion. Please visit the Website on a regular basis to ensure that you are aware of then-current Agreement. Your continued use of the Module, Application Software, Website, and System constitute your acceptance of the then current Agreement. You must cease use of the System if you do not agree with the terms and conditions set forth in this Agreement.

## **11. No Warranty - Access to the System provided on an "AS IS" basis**

Delphi does not guarantee that the System will be available at any particular time or for a certain percentage of the time over any particular period of time. Delphi makes no warranties, express or implied, with respect to the Module, Application Software, Website, or System. All aspects of the System are provided to you on an "AS IS" basis "WITH ALL FAULTS" and "AS AVAILABLE." The accuracy, timeliness, completeness, suitability, or availability of any aspect of the Module, Application Software, Website, or System cannot be guaranteed. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETY. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by applicable law.

## **12. Damages Exclusions/Limitations of Liability**

You agree that our liability relating to the Module, Application Software, Website or other aspect of the System shall be limited to property damage caused by the Module or the total monies paid by you for the Module and your Account. WE SHALL NOT BE LIABLE FOR ANY OTHER DAMAGES CAUSED BY ANY ASPECT OF THE SYSTEM, INCLUDING WITHOUT LIMITATION, ANY DAMAGES FOR BODILY INJURY, DAMAGES TO OTHER VEHICLES OR PROPERTY CAUSED BY INSTALLATION OF THE MODULE OR OTHER ACTS OR OMISSIONS, CONSEQUENTIAL DAMAGES, LOST PROFITS, PUNITIVE DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, AND INCIDENTAL DAMAGES.

## **13. Indemnification of us by you**

You agree to defend, indemnify, and hold us (see Section 1 above for the definition of "us") harmless from any and all liabilities, penalties, claims, causes of action, and demands brought by any third party (including costs, expenses, and attorneys' fees) resulting from or relating to: (a) your breach of the Agreement; (b) your access, use, or inability to access and use the System; or (c) the use or inability to use the System by any person that you permitted to access the System. Your agreement to defend, indemnify, and hold us harmless is based in contract or tort (including strict liability), and regardless of the form of action, including but not limited to any claims resulting directly or indirectly from your intentional or inadvertent misrepresentation of: (1) your identity; (2) the identity of persons authorized to access location information from the Module or access your Account; or (3) your right to monitor the location of a vehicle.

## **14. Governing Law; Jurisdiction**

The laws of the state of Michigan shall govern the interpretation of this Agreement (including but not limited to the Privacy Policy) as it relates to your relationship with Delphi, regardless of conflict of law principles. The state courts and federal courts

located in the state of Michigan shall have exclusive jurisdiction over any claims against us arising out of or pursuant to this Agreement or your use of the System.

## **15. Termination**

a. Termination by You. You can terminate your Account at any time by requesting termination through the Website. Upon termination of your Account, we will retain all personal and vehicle information only as long as reasonably necessary for the fulfillment of the aforementioned purposes or for a period of time necessary to comply with any applicable law, regulation, statute of limitation, and/or corporate policy.

b. Termination by Us. We can terminate your Account without providing any refund to you if we determine that you have misused your Account or otherwise breached your obligations set forth in Section 3 above. We can terminate your Account without providing any prior written notice to you if you fail to make the required monthly payment for your license to use the System.

## **16. Disclosure/Use of Your Information**

Delphi will share your PII information with its affiliates and important licensors and licensees (excluding U.S. Cellular) for the purpose of making the System accessible to You, and for the purposes of identifying potential future options that you may be interested in.

We may also provide aggregated statistics about use of the System and related telematics service information to third-party vendors, but these statistics will not include any personal identifying information.

When required, we may be compelled to release information to comply with the law or orders of courts or other governmental authorities, or to enforce or apply the terms of the Agreement with you. For example, we may be legally compelled to provide location data and other information to law enforcement agencies, pursuant to validly issued subpoenas.

## **17. Links to other websites**

We have not reviewed and are not responsible for the content of all websites that may be linked from the Website and such links do not indicate our approval or endorsement of these websites. You assume all risks if you visit these other websites. Links, other than to the URLs [uscc.delphiconnect.com](http://uscc.delphiconnect.com) or [delphiconnect.com](http://delphiconnect.com) from other websites to the Website are not permitted.

## **18. Your Feedback to Us**

We may ask you for your opinions about the Module, the Application Software, the Website, and other aspects of the System. Any feedback you provide is voluntary and you grant us free permission to use, copy, modify, distribute, display and publish your feedback in any media for our business purposes. We may delete your feedback and will not pay you for feedback. You agree not to submit feedback that violates the copyrights or intellectual property rights of others.

## **19. Additional Fees**

Additional fees may be required to enable the key fob feature on more than one vehicle and when transferring the Account from one end user to another.

## **20. Assignments; No Third Party Beneficiaries**

We may assign the Agreement, in whole or in part, at any time without notice to you. You may not assign the Agreement, or any part of it, to any other person without our prior written consent unless the applicable fee (see Section 19) is paid. Any attempt at an unauthorized transfer or assignment is immediately void in *ab initio*, and shall have no legal effect. You may not transfer to anyone else your rights to use the Module or otherwise access the System. This Agreement is solely for your and our benefit and it is not for the benefit of any other person, except for our successors and assigns. If you purchased the Module on behalf of someone else (such as a gift for a third party), the intended recipient of the Module should be the registered end user with the account for accessing the System. For any inquiries relating to a desired assignment of this Agreement, please contact us as described in Section 22.

## **21. Interpreting this Agreement**

All parts of the Agreement apply to the maximum extent permitted by law. If a court rules that we cannot enforce a part of the Agreement, that part will be automatically replaced with terms that most closely match the purpose of the part that we cannot enforce. The rest of the Agreement will not change. Our failure to enforce any part of the Agreement does not constitute a waiver by us. This "Terms of Use" coupled with the Privacy Policy contains the entire agreement and understanding between you and us, and supersedes all prior and contemporaneous agreements and understandings between you and us, regarding the System, Application Software, Website, and Module.

## **22. Contact Us**

If you have any questions or concerns, please feel free to send us an e-mail at [support@delphiconnect.com](mailto:support@delphiconnect.com)