Terms and Conditions for NissanConnect Services/MyINFINITI

Effective as of [25/06/2025]

Introduction

As used in this agreement („**Agreement**"), the terms „**you**", „**your**" and „**Subscriber**" shall be deemed to refer to yourself, an individual, representing yourself or, if applicable, acting as a legal representative for a company or other legal entity having purchased or leased a Nissan/Infiniti vehicle equipped with the NissanConnect Services/MyINFINITI („**Vehicle**"). Also, as used in this Agreement, the terms „**we**", „**us**", „**our**" and „**Nissan**"„ **I**nfiniti" shall be deemed to refer to Nissan Middle East FZE and Infiniti Middle East, a division of Nissan Middle East FZE, a company registered under the laws of UAE with its office at PO Box 61111, Jebel Ali Free Zone, Dubai, UAE. In addition, the following persons and entities are intended third party beneficiaries of this Agreement: (i) Nissan and Infiniti's affiliates, parent company, successors and assigns; (ii) service providers and their affiliates, successors and assigns; (iii) and any employees, directors, officers, subcontractors, representatives and agents of any of the foregoing.

Depending on its specification, your Vehicle is equipped with a NissanConnect/MyINFINITI telematics control unit and, as applicable, with a head unit and/or a navigation system that may include further communication interfaces for smartphone or other devices. This equipment can be used to provide a wide range of services and information aimed at serving you and any other driver or passenger of your Vehicle and to facilitate collection, processing and use of certain data to provide the Services (the „**NissanConnect Services/MyINFINITI**") available on Nissan/Infiniti dedicated platform, Nissan Store/Infiniti Store. The use of such data is further explained below in **Section 4 Personal Data, Data Protection**.

NissanConnect Services/MyINFINITI provides the capability for the Subscriber to interact with the Vehicle and/or to use a variety of applications („applications" or „apps") directly through the equipment of the Vehicle, or indirectly by smartphone, computer or other devices that are enabled to connect with the Vehicles telematics control unit and the Vehicle systems. The NissanConnect/MyINFINITI telematics control unit is not compatible with all smartphones or other device technologies/vendors. Additionally, older smartphones or devices may not be supported.

For safety and regulatory reasons, some services may be automatically deactivated while driving.

We are not responsible for and do not provide any guarantee or warranty regarding compatibility that currently exists between your smartphone or other devices and NissanConnect Services/MyINFINITI, and are not responsible for the lack of support or loss of services that may result. The Agreement describes the relationship between you and us regarding the use of the NissanConnect Services/MyINFINITI.

We work with many different companies to provide you with the NissanConnect Services/MyINFINITI. In this Agreement, „**Service Provider**" means any person, company, subsidiaries or affiliates or entity who provides any service, equipment, or facilities in connection with NissanConnect Services/MyINFINITI, including, but not limited to, wireless service providers, suppliers, licensors, distributors and dealers.

Some or all of the services or content provided as part of the NissanConnect Services/MyINFINITI may be provided by third party Service Providers. The Service Providers may impose further terms and conditions on providing such content and services. By using NissanConnect Services/MyINFINITI, you also agree to be bound by those additional terms and conditions. Nissan/Infiniti makes no representations regarding the availability

of any app or of the content you select when using the NissanConnect Services/MyINFINITI and cannot be held responsible for app availability or the content provided to you.

PLEASE READ THIS AGREEMENT COMPLETELY BEFORE USING ANY NISSANCONNECT SERVICES/MYINFINITI AND KEEP A COPY FOR YOUR FILES. READ AND KEEP A COPY OF ANY ADDITIONAL NISSANCONNECT SERVICES/MYINFINITI DOCUMENTS GIVEN OR SENT TO YOU. ANY NISSANCONNECT SERVICES/MYINFINITI DOCUMENTS THAT SAY THEY BECOME PART OF YOUR NISSANCONNECT SERVICES/MYINFINITI AGREEMENT ARE PART OF THIS AGREEMENT IF YOU ACCEPT ANY OF THE SERVICES THEY DESCRIBE.

1. NISSANCONNECT SERVICES/MYINFINITI SUBSCRIPTION

1.1. Your Consent. By entering into this Agreement and/or using NissanConnect Services/MyINFINITI, you agree to the practices and procedures described in this Agreement.

1.2. Activation of the NissanConnect Services/MyINFINITI and your consent. You can only get and use the NissanConnect Services/MyINFINITI by accepting this Agreement and its terms through NissanConnect/MyINFINITI Smartphone Application („**NissanConnect Services/MyINFINITI App** “) by clicking „I agree”, during the service subscription process.

By accepting the Agreement, you acknowledge that you have read, accepted and agreed to be bound by the terms and conditions of this Agreement (and in particular that you consent to the collection and processing of your personal data by us in accordance with the provisions of this Agreement).

You understand and agree that the subscription to the NissanConnect Services/MyINFINITI is attached to your vehicle and you cannot transfer the NissanConnect Services/MyINFINITI to another vehicle.

Should you choose to not subscribe to the NissanConnect Services/MyINFINITI, you will not be able to benefit from the NissanConnect Services/MyINFINITI.

It is your responsibility to inform all Vehicle drivers and passengers who wish to use the NissanConnect Services/MyINFINITI regarding the terms and conditions of this Agreement, including the aspects related to data privacy.

1.3. Access to NissanConnect Services/MyINFINITI. The NissanConnect Services/MyINFINITI may available on board through a head unit and/or a navigation system or remotely using an internet enabled computer, smartphone or other device and/or an app specifically designed for accessing the NissanConnect Services/MyINFINITI („**NissanConnect Services/MyINFINITI App**“). Those apps may be made available by Nissan/Infiniti or by third party on behalf of Nissan/Infiniti and additional terms and conditions might apply to their download or use.

1.4. Modification of the Agreement. We may modify the Agreement at any time and from time to time at our sole discretion. Any changes will be notified on your NissanConnect Services/MyINFINITI App (or, where appropriate, notified to you by e-mail) and will take effect as of the date on which they are posted. Your continued use of the NissanConnect Services/MyINFINITI shall constitute your acceptance of such revised terms of the Agreement. You can access the terms of the Agreement in force through your NissanConnect Services/MyINFINITI App at any time. We advise you to periodically review the terms of the Agreement in force carefully.

If any such change materially affects your rights under this Agreement, or negatively impacts your service in a material way, or results in higher Subscription Fees, we will provide you with notice of such change by e-mail. AFTER RECEIVING THE SAID NOTICE, YOU MAY TERMINATE THE AGREEMENT OR AGREE TO THE CHANGE. IF YOU DO NOT TERMINATE YOUR AGREEMENT WITHIN 30 DAYS OF THE NOTICE, YOU WILL BE DEEMED TO AGREE TO THE CHANGE AND IT SHALL BECOME PART OF THE AGREEMENT BETWEEN US. You can view the latest 'Terms & conditions in the NissanConnect/MyINFINITI app. **1.5. Updating or Changing Subscriber Account Information.** Using your NissanConnect Services/MyINFINITI App, at any time you can review, modify, correct, or update your information that you provided to us.

2. NISSANCONNECT SERVICES/MYINFINITI DURATION AND TERMINATION

2.1.NissanConnect Services/MyINFINITI. Your NissanConnect/MyINFINITI free subscription (if any) starts from the date of purchase and you can start using the services by accepted the terms of the Agreement through your NissanConnect Services/MyINFINITI App and successfully completed the activation process.

Your NissanConnect Services/MyINFINITI are attached to your vehicle and you cannot transfer the NissanConnect Services/MyINFINITI to another vehicle. If you do not own or use your Vehicle during a given Initial or Renewal Service Period, we will not reimburse any part of your Subscription Fee.

NissanConnect Services/MyINFINITI are provided in several packages. Some Packages are offered free of charge for a defined duration from the time you register to NissanConnect Services/MyINFINITI, some others are paid Packages.

Depending on the service duration you will be notified by email or through NissanConnect Services/MyINFINITI App 15 days or 30 days before the expiry of the Initial Subscription Period and you will be given the opportunity to renew your subscription via NissanConnect Services/MyINFINITI App under the terms and conditions then in force. At the time of subscription renewal or subscription to new packages you may be asked to submit a payment form. If the subscription request is for a paid package or renewal of a package whose free period has expired, subscription fee at the rate then in force („**Subscription Fee**") will be payable. Every time you decide to purchase or renew the relevant NissanConnect Services/MyINFINITI packages, your payment account will be automatically charged.

IF YOU HAVE VALIDATED THE RENEWAL OF YOUR SUBSCRIPTION, YOU WILL CONTINUE TO BENEFIT FROM THE SERVICES FOR THE RENEWAL PERIOD. IF YOU DO NOT RENEW YOUR SUBSCRIPTION BEFORE THE EXPIRY DATE YOU WILL STOP BENEFITING FROM THE SERVICES AT THE END OF THE PERIOD.

If you are the second or subsequent owner of the Vehicle then the Packages initially offered as free of charge will remain available for remainder of the Initial Subscription Period.

2.2. Your Termination Rights. You can terminate your NissanConnect Services/MyINFINITI Package at any time via the NissanConnect Services/MyINFINITI App or by contacting us.

2.3. Our Termination and Suspension Rights.

We may terminate your NissanConnect Services/MyINFINITI at any time and without cause, in which case we will give you notice 30 days prior to the effective date of termination after which your NissanConnect Services/MyINFINITI will end. This means that we can decide to cease providing the NissanConnect Services/MyINFINITI to you at any time and for any reason, even for reasons unrelated to you or your account with us. In case we decide to terminate the NissanConnect Services/MyINFINITI in the event of termination of any agreement between us and any Service Provider on which we are dependent to provide the NissanConnect Services/MyINFINITI, we will use our best endeavours to give you the 30-day notice mentioned above.

We can also suspend your NissanConnect Services/MyINFINITI for network or system maintenance or improvement, or if there is network congestion, or if we suspect your NissanConnect Services/MyINFINITI are being used for any purpose that would allow us to terminate it.

We can terminate your NissanConnect Services/MyINFINITI immediately if you are in a material breach of this Agreement, if you interfere with our efforts to provide the NissanConnect Services/MyINFINITI, if you interfere with our business, or if your NissanConnect Services/MyINFINITI is used for illegal or improper purposes. You do not have any right to have NissanConnect Services/MyINFINITI reactivated, even if you cure any of these problems.

We also reserve the right, at our sole discretion, to stop offering the NissanConnect Services/MyINFINITI to new customers and not to accept the renewal of your NissanConnect Services/MyINFINITI without incurring any liability whatsoever.

2.4. If you sell your Vehicle or purchase a used Vehicle

Your action

If you sell your Vehicle or end its lease or if your Vehicle is scrapped or destroyed while you are registered user of NissanConnect Services/MyINFINITI, we ask you to notify us by contacting Nissan/Infiniti Customer Service or by removing the Vehicle directly from your NissanConnect/MyINFINITI App. If we are otherwise appropriately informed that you have sold your Vehicle or ended your lease, we reserve the right to deregister the Vehicle from your account and allow the new owner or lessee to register the Vehicle on his/her account.

If you sell or transfer your Vehicle and fail to notify us, we will have no way of knowing that the Vehicle has changed hands and we may continue to collect data in the belief that it is data concerning you. **We are not responsible for any privacy-related damages you or a subsequent owner may suffer if you fail to notify us of your end of lease or sale of your Vehicle.** Whether or not you notify us of your end of lease or sale of your Vehicle, you agree that you shall not, nor attempt to, access or use the NissanConnect Services/MyINFINITI or any of the data relating to your Vehicle following the sale, transfer or end of lease of your Vehicle.

You understand and agree that in case you do not notify us, and in case the subsequent owner of the Vehicle subscribes to the NissanConnect Services/MyINFINITI related to the Vehicle, the new owner's profile will overwrite your profile and your NissanConnect Services/MyINFINITI subscription will automatically end.

You cannot transfer your NissanConnect Services/MyINFINITI to another vehicle. The NissanConnect Services/MyINFINITI remain attached to the Vehicle (similar to the warranty). If you sell your Vehicle (or return it at the end of a lease) without having cancelled your subscription, this subscription might be automatically transferred to the new owner as long as the new owner proves the ownership of the Vehicle by calling Nissan Customer Service or by registering the Vehicle on the NissanConnect/MyINFINITI App.

If you purchase or lease a previously owned or leased Vehicle, you should register as the new owner and subscribe, and activate the NissanConnect Services/MyINFINITI to benefit from Nissan/Infiniti's Connected Services offerings.

3. FEES, PAYMENT, BILLING AND TAXES POLICY

The NissanConnect Services/MyINFINITI along with their details, free period and subscription requirements are explained in section 2.1.

Payment, billing and taxes policy for the NissanConnect Services/MyINFINITI will be available on Nissan/Infiniti app.

If you are not the first owner of the Vehicle, you might still be able to benefit from the NissanConnect Services/MyINFINITI free period if such period has not expired at the time of your subscription.

4. PERSONAL DATA, DATA PROTECTION

4.1. General. Nissan/Infiniti respects and upholds your rights under applicable law. This privacy collection statement describes how we manage any personal information we may collect from you.

4.2. Use of personal data. We will collect and use certain data in connection with your use of the Vehicle and the NissanConnect Services/MyINFINITI, which might include personal data. By subscribing to and/or using NissanConnect Services/MyINFINITI, you also consent to the collection and use of personal data by us for the purposes set out in this Agreement. We will respect your privacy and that of other occupants of the Vehicle.

4.3. Categories of personal information we collect. The types of personal information we collect depend on the Vehicle, its specification and the NissanConnect Services/MyINFINITI you have subscribed to and your use of the NissanConnect Services/MyINFINITI. We collect data you provide in connection with your NissanConnect/MyINFINITI subscription, including subscription data and contract information, the Vehicle's identification number (VIN), name, address, User IDs, passwords, contact data of the primary driver or car owner. We may (as applicable) also collect data not limited to Vehicle health information, Vehicle malfunction, maintenance information, its devices and system information, including navigation system ID, embedded SIM IDs, operation history and diagnostic data of vehicle systems and parts, in case of an electro vehicle electricity consumption, battery status and charging history. For the provision of the NissanConnect Services/MyINFINITI and statistical purposes, we may collect data regarding your use of the NissanConnect Services/MyINFINITI, including navigation system behaviour and parameters data, certain location data including trip stop and start location, charging locations. We further collect (as applicable) billing, payment and claims management data related to the NissanConnect Services/MyINFINITI.

4.4. Purposes of processing of personal data.

As a result of the contract you have entered into with us when subscribing to the NissanConnect Services/MyINFINITI, we will use the personal data for:

- providing you with the NissanConnect Services/MyINFINITI;
- managing your subscription to the NissanConnect Services/MyINFINITI and your subscription account;
- enabling you to use the communication and messaging services;
- granting you remote vehicle controls;
- making vehicle notifications such as maintenance alerts, integrated security and safety features
- provide you with customer assistance in case of issues and claims with regards to NissanConnect Services/MyINFINITI.

In addition, for our legitimate interest to improve the services and products we offer you, we also process your personal data for the following purposes:

- provision of information relating to our products and services and about terms and offerings in connection with the NissanConnect Services/MyINFINITI;
- answering your questions and addressing your complaints;
- evaluation and statistical purposes, market research and for other research and development purposes;
- to detect or prevent the abuse of the NissanConnect Services/MyINFINITI by you, any other occupant of the Vehicle or any other third parties;
- to ensure security of the infrastructure of the NissanConnect Services/MyINFINITI.

Subject to your prior express consent, we will process the personal data collected when using the NissanConnect Services/MyINFINITI for the following purposes:

- sending you promotional email, mail, telephone or other electronic communications;
- sending information relating to special discounts or added services or functions;
- enhancing and personalising the communication between you, us and the Nissan/Infiniti dealership;
- customise the NissanConnect Services/MyINFINITI for individual subscribers or groups of subscribers;
- planning a trip as per your request;
- to the extent necessary to provide NissanConnect Services/MyINFINITI that are based on the location of the Vehicle and which are not defined above

We may also process the personal data collected when using the Vehicle and notably NissanConnect Services/MyINFINITI, in order to fulfil our Legal obligations, for the following purposes:

- eCall if applicable (automatic emergency dial-in in the event of a serious road accident, with processing of information such as location)
- Compliance with specific laws in the country of use of NissanConnect Services/MyINFINITI

When you access the services of third party service providers (e.g. for social media accounts, media content, third party service information) by means of the NissanConnect Services/MyINFINITI or any of its functionalities or apps, we may receive, process, use and transfer such data in connection with the provision of such services. Further, any such third party service accessed through NissanConnect Services/MyINFINITI

may use additional terms and conditions regulating to the use of your personal data. Nissan/Infiniti does not control any such terms and conditions of independent services and disclaims any responsibility or liability in this regard and we shall not be held liable for any use of your personal information as collected and processed as a result of your use of the third party services.

WE DO NOT SELL, RENT OR TRADE SUBSCRIBER INFORMATION WITH ANYBODY.

4.5. Disclosure of personal Information. We work with many different companies to provide you with the NissanConnect Services/MyINFINITI. As a result we share your personal information notably with mobile network providers, internet access and connectivity providers, subscription management providers, payment service providers, content providers, suppliers, licensors, leasing partners, public safety answering points, emergency responders (police, ambulance etc.), road side assistance providers, distributors, dealers and workshops, only for the purpose of delivering the NissanConnect Services/MyINFINITI requested by the Subscriber or other occupants in the Subscriber's Vehicle.

When required and according to applicable law, we may be compelled to release personal information to comply with the applicable law or binding or enforceable orders of public authorities or courts, or to enforce or apply the terms of this Agreement.

We may also share your personal information with all Nissan/Infiniti-affiliated companies. In the event of a merger, reorganization, acquisition, joint venture, assignment, spin-off, transfer, or sale or disposition of all or any portion of our business, including in connection with any bankruptcy or similar proceedings, we may transfer any and all personal information to the relevant third party. Where receiving such data it will be the responsibility of each receiving entity to obtain your valid express consent for any further processing they may decide to undertake.

We may share your personal information with service partners providing services, feature or facilities in connection with NissanConnect Services/MyINFINITI or not. These service partners may be in contractual relationship with other service providers to provide specific services (e.g. on demand services such as usage-based insurance, on-demand fuelling, smart electric vehicle charging, etc …) requested by you or the Vehicle user(s) / occupant(s). The data, including your personal information, necessary to provide any of the services you would request may be provided to such third-party service providers and this Agreement will not govern those providers. By accessing these specific services, you agree to comply with any additional terms and conditions imposed by them. The data shared with our service partners will be anonymized as much as technically possible, and our service partners will be requested to anonymize the data as much as technically possible before sharing it with the service providers to provide the requested services.

4.6. Transfer of data outside Bahrain

As a result of the above purposes, your personal information will be transferred to and processed by Nissan/Infiniti's affiliates and their Service Providers not only inside, but also outside Bahrain. This includes in particular (without limitation) the processing of personal data by Nissan Motor Co., Ltd in Japan and its Service Providers in Japan and/or other countries outside Bahrain. The data protection laws of any such countries might not offer the same level of data protection as in Bahrain. However, in case such transfer occurs, we will take adequate measures to ensure that the personal data is processed in accordance with the standards

provided by the applicable legislation relating to data protection. If personal data collected and processed by us are processed by Service Providers outside of Bahrain they will only process any such data in accordance with our instructions and for the purposes described above and subject to stringent data security measures.

4.7. Security. We will maintain ourselves and require our Service Providers to maintain appropriate technical, physical and administrative data security measures in order to protect any personal data under our control from loss, misuse, unauthorised access and alteration. For example, depending upon the applications, we employ the use of encryption technologies and user authentication systems such as passwords and personal identification numbers. All information is stored under commercially reasonable secure measures with access limited only to authorized employees or representatives of Nissan/Infiniti, Nissan/Infiniti affiliates and their Service Providers. We use industry standard practices to protect the privacy of Subscriber information.

If you do not notify us of a sale or transfer of your Vehicle, we may continue to send certain subscriber information or other information about your account to the address currently on file with us. In such case, we are not responsible for any privacy related damages you may suffer.

4.8. Storage period.

General storage period.

We will retain all personal information only as long as you are using the NissanConnect Services/MyINFINITI.

Usage data.

As an exception to the above storage period, usage data will not be stored for longer than 3 years after your last use of the NissanConnect Services/MyINFINITI.

Location data.

Information like vehicle speed, vehicle driving direction and certain location data (in the framework of **remote control request** e.g. Geofence or MyCarFinder) will be deleted after the purpose for which they have been processed has ended but in any case, no later than 7 days after being received by the relevant data centre used by Nissan/Infiniti.

Certain location data (processed outside of remote control services) will be stored up to 3 months depending on the legal framework of the country where the NissanConnect Services/MyINFINITI are used, or within the framework of a claim relating to NissanConnect Services/MyINFINITI.

Deletion of the data.

After the end of the above data retention periods, the personal information will be deleted or made anonymous in accordance with the applicable law.

In any case, as indicated below, you have the possibility at any time to delete all usage data stored on your vehicle except those data which are needed for the proper functioning of your vehicle, or necessary for the provision of services you might still be using, or which are mandatory (e.g. eCall).

4.9. Right of access and correction. You can access, modify certain data, delete and/or block personal data in

accordance with local data protection legislation. You are entitled as well to object to the processing of your personal data or to request restriction thereof. In addition, you have the right to ask for receiving your personal data in a structured and standard format.

To exercise these rights, you can edit your account on your **NissanConnect Services/MyINFINITI App** or contact the local contact centre of Nissan.

Alternatively, you can contact our Data Protection Officer at the following email address:

In any case, you also have the right to lodge a complaint with the competent data protection authority.

5. SPECIAL INFORMATION ABOUT SERVICES AND SYSTEM LIMITATIONS

5.1. Technology Ownership. Nissan/Infiniti and its Service Providers are and shall at all times be the owner of all right, title and interest in and to (i) any and all hardware, software and related technology, used by Nissan/Infiniti as a part of or in conjunction with the NissanConnect Services/MyINFINITI, and (ii) all intellectual and other proprietary rights, including without limitation all patent, copyright, trademark and trade secret rights contained therein. It is prohibited to, and you agree that you shall not, copy, decompile, disassemble, reverse engineer, make derivative works of or manipulate any technology or data or content stored or incorporated in any equipment used to receive or operate the NissanConnect Services/MyINFINITI (collectively, „Equipment Technology"), or otherwise modify or tamper with, any such equipment. You also agree not to upload, post, transmit or otherwise make available any material that contains software viruses or any other computer code, files, or programs designed to interrupt, disable or limit the functionality of the NissanConnect Services/MyINFINITI. Any and all software contained in your Vehicle is licensed solely for use in conjunction with the NissanConnect Services/MyINFINITI. Furthermore, any and all data and other content of the NissanConnect Services/MyINFINITI are protected by copyright and other intellectual property laws and all ownership rights remain with Nissan/Infiniti and its Service Providers. You may use the Equipment Technology only for your personal, non-commercial use in connection with the NissanConnect Services/MyINFINITI.

5.2. Trademarks. NissanConnect/MyINFINITI and the Nissan/Infiniti logo are trademarks of Nissan Motor Co., Ltd. Other trademarks, service marks, graphics, logos and domain names appearing as part of the or on any related websites may be the trademarks of third parties. Neither your access to and use of the NissanConnect Services/MyINFINITI or such app or websites nor this Agreement grant you any right, title or interest or license to reproduce or otherwise use the trademarks or any third party trademarks, graphics, logos or domain names. Any goodwill in the trademarks generated as a result of your use of the NissanConnect Services/MyINFINITI will inure to our benefit. c

5.3. Global Positioning System. Your NissanConnect Services/MyINFINITI work using wireless communication networks and the Global Positioning System („**GPS**") satellite network. NOT ALL NISSANCONNECT SERVICES/MYINFINITI ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES. The area that you are driving in may affect the service that we can provide to you, including but not limited to routing service. Additionally, services are not available if the GPS system is not working . Certain programming limitations of the GPS system may impair our ability to determine your Vehicle's precise location.

5.4. Secure Remote PIN. As an added security measure, a Personal Identifier Number (''PIN'') is required before –not limited to - the Remote Door Lock/Unlock features can be used. This PIN is established when enrolling in NissanConnect Services/MyINFINITI or using for the first time a remote action. If you need to re-set your PIN, you can go to the Settings menu of NissanConnect Services/MyINFINITI app.

5.5 Data Wiping: By utilizing Data Wipe feature, which involves overwriting personal settings stored in the app, users acknowledge and accept the potential consequences of losing personal information and settings. We disclaim any responsibility for any data loss or damages resulting from the use of Remote Data Wipe. Users are advised to regularly back up their personal data and settings to prevent any potential loss or inconvenience

5.6 WiFi Hot-spot (in-Car): The connected car service provides an in-car Wi-Fi hotspot feature, enabling users to access the internet from within the vehicle. By utilizing it, the users agree to comply with the terms and conditions below:

a. The in-car Wi-Fi hotspot may have data limitations or usage policies, which will be specified separately in the user agreement and/or third party/parties terms. Users are responsible for reviewing and understanding these limitations and policies.

b. Users are solely responsible for any data charges or fees incurred as a result of using the in-car Wi-Fi hotspot. This includes but is not limited to data usage fees from the service provider and any additional charges imposed by third-party providers. It is the user's responsibility to monitor their data usage and manage any associated costs accordingly.

6. YOUR RESPONSIBILITIES

6.1. Maintaining Your Account. Your receipt of the NissanConnect Services/MyINFINITI is dependent upon your activation of the NissanConnect Services/MyINFINITI as described above. You are responsible for maintaining a valid form of payment for your service package after the expiration of any Initial Service Period or Renewal Service Period. For any additional information related to account management, please refer to the NissanConnect Services/MyINFINITI App.

6.2. Passwords/User ID. You promise to be fully responsible for the protection of your password and user ID (provided at the dealership during the delivery or otherwise made available to you or set by yourself in accordance with the activation process). Anyone who has your password or user ID may be able to access the NissanConnect Services/MyINFINITI and neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your password and user ID or other information that can be used to identify your account to request services for your Vehicle.

6.3. Proper Use of the Services. You promise not to use any NissanConnect/MyINFINITI Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. You promise you will not abuse or do anything to damage our business operations, services, reputation, employees, facilities, or those of the Service Providers. If you do any of these things, you agree you will be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from that use or your actions.

You cannot resell, copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any content you receive through NissanConnect Services/MyINFINITI and you cannot use any content you receive through the NissanConnect Services/MyINFINITI for commercial purposes.

6.4. Safeguarding and Use of Others' Information. Certain information you receive through your NissanConnect Services/MyINFINITI belongs to us, the Service Providers or other third parties who provide it through us. It may be covered by one or more copyrights, trademarks, service marks, patents, or other legal protections. You promise not to use any content you receive through NissanConnect Services/MyINFINITI except as expressly authorized by us or our Service Provider. You cannot resell any of it or use it for commercial purposes. You cannot copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it.

6.5. Other Users or Occupants of your Vehicle. YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF NISSANCONNECT SERVICES/MYINFINITI IN YOUR VEHICLE, EVEN IF YOU ARE NOT THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WAS NOT AUTHORIZED. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR VEHICLE, THROUGH NISSANCONNECT SERVICES/MYINFINITI. You promise to educate and inform all users and occupants of your Vehicle about the NissanConnect Services/MyINFINITI and system features and limitations, the terms of the Agreement. Neither any Service Provider nor we have any obligation to inquire about the authority of anyone using your Vehicle. If you use the NissanConnect Services/MyINFINITI to commit a crime or for another improper purpose, you will be responsible for any damages owed by us as a result of such use.

7. SPECIAL NOTICES

7.1. Software, Hardware and Equipment Updates. The NissanConnect Services/MyINFINITI involve software (including Vehicle software and software used by the telematics control unit, the head unit or the navigation system) or content that we may need or want to change from time to time. We may do this remotely without notifying you first. Such changes may affect or erase data you have stored on the NissanConnect Services/MyINFINITI system in your Vehicle. We are not responsible for lost data. You do not own the NissanConnect Services/MyINFINITI software or acquire any rights to use or modify the NissanConnect Services/MyINFINITI software on your own. Your Vehicle's systems also involve software that we may need to change from time to time. You agree that we may assist the Service Providers to do this remotely.

7.2. Mobile Network Services. You do not have any right in the mobile phone number(s) assigned to the telematics control unit of your Vehicle other than for use in connection with the NissanConnect Services/MyINFINITI.

7.3. Technology and Communications. The NissanConnect Services/MyINFINITI cannot work unless your Vehicle is in a place where our mobile network carrier has coverage. The NissanConnect Services/MyINFINITI that involve location information about your Vehicle cannot work unless GPS satellite signals are unobstructed, available in that place and compatible with the NissanConnect Services/MyINFINITI hardware as well.

7.4. Telecommunications/GPS Changes. The NissanConnect Services/MyINFINITI system uses digital wireless telecommunications technology and GPS technology that are outside of our control. Telecommunications technologies have been known to change over time, resulting in the obsolescence of certain telecommunications networks. If the telecommunications infrastructure, the public internet or GPS

technology required by the NissanConnect Services/MyINFINITI system changes in a way that results in incompatibility of those technologies with the NissanConnect Services/MyINFINITI system, then the NissanConnect Services/MyINFINITI might not work and we may be forced to terminate your NissanConnect Services/MyINFINITI. If that happens, we will notify you of the effective date of termination and describe each of our rights and obligations. We are not responsible for and do not provide any guarantee or warranty regarding the telecommunications technology and GPS used to support NissanConnect Services/MyINFINITI. We are not responsible for any modifications made by those who provide these technologies, and any loss of service resulting from it.

7.5. Content Providers. Certain Service Providers impose further terms and conditions on providing services (for example, the end user terms covering navigation and location data). By using NissanConnect Services/MyINFINITI, you also agree to be bound by those additional terms and conditions. Nissan/Infiniti makes no representations regarding the availability of any applications or of the content you select when using the NissanConnect Services/MyINFINITI and cannot be held responsible for application availability or the content provided to you.

7.6. Maps and Navigation. The routing data that we provide to you is based on the map information available to us during the manufacturing process, but may be inaccurate or incomplete when first used by you. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads, detours or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. In addition, traffic, weather and other events may cause road conditions to differ from the results generated. Therefore, you should always use good judgment, obey traffic and roadway laws and instructions and evaluate whether it is safe and legal based on current traffic, weather and other conditions to follow the directions provided by the NissanConnect Services/MyINFINITI or your Vehicle's navigation system. Nissan/Infiniti makes no representations regarding the completeness or accuracy of the map information provided to you other than it is based on the most current map information available to us when you subscribe to the NissanConnect Services/MyINFINITI. Nissan/Infiniti will not be held responsible for any inaccuracies or incompleteness of the map data provided to you.

7.7. Geography and Environment. There are other circumstances that we do not and cannot control that may prevent us from providing NissanConnect Services/MyINFINITI to you at any particular time or place, or that may impair the quality of the NissanConnect Services/MyINFINITI. Some examples are hills, tall buildings, tunnels, weather, electrical system design and architecture of your Vehicle, damage to important parts of your Vehicle in an accident, or wireless phone network congestion. Nissan will not be responsible or liable for any inability to use the NissanConnect Services/MyINFINITI due to any of the above circumstances.

7.8. Outside Our Control. We are not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, we are not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment failures.

7.9. Available Information. The NissanConnect Services/MyINFINITI may be limited to certain geographic areas where map data and/or content providers are available. In such case the geographic coverage may be less important than what is otherwise generally available.

7.10. Vehicle integrity and information. For use of the NissanConnect Services/MyINFINITI your Vehicle must have a working electrical system including, in case of an electro vehicle, adequate battery power. The NissanConnect Services/MyINFINITI may not work if you try to add, connect or modify any equipment or software in your Vehicle (such as plugging devices in to the Vehicle's electrical system or diagnostic port, or otherwise modifying the Vehicle).

8. WARRANTIES & LIABILITY

8.1. No Warranties. Warranties are special kinds of promises. Your Vehicle's limited warranty or hardware maker's limited warranty (if applicable) includes the NissanConnect Services/MyINFINITI equipment in your Vehicle, BUT DOES NOT COVER THE NISSANCONNECT SERVICES/MYINFINITI OR THE WIRELESS SERVICE. Due to circumstances beyond our control, we cannot promise uninterrupted or problem-free service, and cannot promise that the data or information provided to you will be error-free.

9. General

9.1. Applicable Law. To the fullest extent permitted by law, and except as explicitly provided otherwise, this Agreement and any disputes arising out of or relating to it will be governed by the laws of England without regard to its conflict of law principles, and by any applicable tariffs, wherever filed. You and we agree that any disputes arising out of or in connection with this Agreement or your use of NissanConnect Services/MyINFINITI shall be subject to the exclusive jurisdiction of the courts of the Dubai International Financial Centre, Dubai, the UAE.

9.2. We Can Assign these Terms of Use. We can assign this Agreement in whole or in part to anyone we choose. You may not assign these Terms of Use or your obligations to anyone else without Nissan/Infiniti's prior consent.

9.3. This is the Entire Agreement. This Agreement (these terms and conditions and any other Nissan/Infiniti documents incorporated in them) constitute the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present, and may not be amended save as provided in this Agreement. If any part of this Agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable. Even after these Terms of Use have ended, their provisions will govern any disputes arising out of or relating to it (unless it has been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of this Agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULD NOT OTHERWISE QUALIFY. THIS WILL NOT BE A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WILL NOT BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.

9.4. Prevailing Language. In the event of a conflict between the English text and the Arabic text, the English text shall prevail.
END of Terms and Conditions