NissanConnect/MyINFINITI Terms of Use
1. Terms of use NissanConnect Services/MyINFINITI App is provided to you by Infiniti/Nissan, and its third party service providers. The terms and conditions in these "Terms of Use" are the terms and conditions of an agreement between Nissan/Infiniti and the person accessing NissanConnect Services/MyINFINITI App ("Services").
2. References to "you" and "us" in these terms of use Each reference in these Terms of Use to: - "we", "us", "our" or "ours": is a reference to Nissan/Infiniti; and - "you", "your" or "yours": is a reference to the person accessing the Services. - "Terms of Use" is a reference to the terms and conditions (including notices, policies, exclusions, limitations and disclaimers) contained in this document, and also as otherwise notified to you by us on or through the Services.
3. Acceptance and amendment of Terms You must accept in order to Access: If you would like to access the Services, you must accept and comply at all times with the Terms of Use. If you do not accept the Terms of Use, you do not have our consent to (and you must not) access any of the Services (including any of the content or functionality contained in or otherwise associated with the Services), other than to uninstall the Services from all locations and devices on which you have them installed. Acceptance by you: You are confirming that you accept the Terms of Use: - whilst ever a computer, server, phone, tablet or other device that you own, operate or access contains an installation of one or more components of the Services; and/or - each time you access the Services in any way. We may amend: We may, at any time in our sole discretion and without any notice to you, amend the Terms of Use. Amended terms will take effect when they are posted or uploaded into or as part of the Services (or as otherwise communicated to you in writing beforehand). Since you are bound by the Terms of Use, you should (and warrant that you will) refer to them and make sure you accept them in their latest form before each occasion on which you access any of the Services.
4. Your permitted use of the services Provided you continue to comply at all times with the Terms of Use, you may (and we grant to you a revocable, non-exclusive, non-sublicensable, non-transferrable, license in order for you to) access the Services, provided that you must only do so solely for the purpose of using the Services for their intended use, and for no other purpose.
5. Rights including Intellectual property rights

Our rights: We own, or have licenses under or authorizations from third parties with respect to, all intellectual property rights in and in relation to the Services (including in relation to all Content in, used by, generated, produced and provided by the Services). Such intellectual property rights are protected by local and international laws (including laws relating to copyright and trade marks).

Your rights: You are not assigned, given or granted any rights (including with respect to intellectual property), in or in relation to the Services (including in or in relation to any content or functionality in or in connection with the Services) other than those rights explicitly granted to you in writing in the Terms of Use.

6. Our control over the services

You agree that we may, at any time in our sole discretion, upon notice to you, and with immediate effect:

- user Access: restrict or terminate completely your ability to access the Services in any way, in case of abuse of the Service, attempt to decompile the Service code, gross negligence, intent, fraud or fraudulent misrepresentation, and any other liability that cannot be excluded or limited by any applicable law; and
- any or all aspects of the Services (including their appearance, content and functionality), by issuing and installing updates on devices on which you have installed the Services.

7. Restrictions

You must not, without our prior written consent, do or attempt to do (or directly or indirectly ask, direct, invite or permit any other person to do or attempt to do), any of the following things:

- commercial use: charge any person any direct or indirect fee in any form for, or in connection with, any Accessing of the Services;
- modification: modify any component of the Services in any way (including by changing Content or functionality or appearance, or by removing notices such as copyright notices);
- reproduction: reproduce, republish or otherwise make available through any means (including by, on or through other privately or publicly accessible media such as on drives, databases, the internet, in newspapers, journals, television or radio) the Services or any Content associated with the Services (including Content on which the Services are based or that makes provision of the Services possible);
- translate, manipulate, improve or adapt: translate, decompile, reverse-engineer, extract the source-code of, make any improvements to, or make any derivative works based on, the Services or any Content associated with the Services (including Content on which the Services are based or that makes provision of the Services possible);
- combine or ‘mashup‘ or contaminate our results: make use of or process the information or results produced by or through the Services in such a way as to combine or ‘mashup’ such information or results with other information sources so as to create or display a new single set of results visible to an end user who makes use of such information, where the single set of results is presented in a way that does not allow that end user to identify with ease and perfect accuracy which of the results visible to them were produced by the Services;
- misleading others: do anything (including by making any representation or utilizing any design or code, such as website framing) that could actually or potentially mislead or deceive a person into believing that

any component of the Services is being provided by any person other than us or a person appropriately authorized by us;
- prohibited uses: Access the Services or any Content associated with the Services (including Content on which the Services are based or that makes provision of the Services possible) by any means or for any purpose:
- unauthorized purposes: other than for the purposes for which the Services are intended to be used;
- unauthorized access: that involves interfering with or hindering the Services, or Accessing or trying to Access: (i) the Services in ways other than using the interfaces, tools, environments and instructions we provide; or (ii) any component of the Services that you are not authorized to Access (including components relating to the functionality and operation of the Services, or that house information of any kind);
- damaging use: that is contrary to our interests (including to encourage users of the Services to use other services that are similar to, in competition with or substitutes for, the Services);
- illegal use: that would be unlawful under any relevant law;
- infringing use: that infringes our rights or the rights of any other person; or
- unsafe use: in any way (including on mobile devices) that distracts you unsafely, such as when you are operating vehicles or heavy machinery or when you are required to concentrate on your surroundings (including when you need to obey traffic, workplace or safety laws).

8. Security

Your account: If you are a registered subscriber of the Services, you may receive or establish an account which may include login details, passwords and other information specific to you (an "Account").

Using your Account: You must not:
- reveal your Account password to others (whether deliberately or through carelessness or by failing to take reasonable steps to protect the secrecy or security of your password); or
- allow others to use your Account.

Account security: you are entirely responsible for all activities that occur on or through your Account (and for the consequences of such activities) even if those activities were conducted by another person, and you agree to notify us immediately in writing of any unauthorized use of your Account or any other breach of security.

Unauthorized Access: You must not (whether yourself, or through the activities of any other person), directly or indirectly use, Access or attempt to Access any Account that is not yours.

9. Privacy

Protecting the information you share is extremely important to us. Here are some things to know about what we collect, why we collect it, how we use it and with whom we share it with. If you have any queries, please don't hesitate to contact us.

WHO IS THE DATA CONTROLLER?

Within the framework of the Services, Nissan Middle East FZE and Nissan Motor Co., Ltd., are acting as data controller.

WHY DO WE COLLECT YOUR DATA?

Using your personal information helps us to provide you with and improve our service.

Here are some ways your information may be used:

- provide you with the Services
- measuring the performance of our service
- improving our products and services
- Sending you relevant information in relation to vehicles and services
- Sending personalized advertisements
- carry out customer satisfaction survey

WHAT KIND OF DATA DO WE COLLECT?

Any information we have is most likely provided by you. It may include:

- Personal information (name, address, email and phone number),
- Browsing data
- Technical connection data, such as IMEI, mac address, IP address,
- Vehicle information data, vehicle diagnosis data,
- Driver behavior, driving history data,
- Information relating to the use of the service,
- Geolocation data might be processed within the framework of the services.

HOW LONG DO WE KEEP YOUR DATA?

We will keep the information you provide when creating and using the NissanConnect Services/MyINFINITI App Account until you delete your Account or we do so.

WHO DO WE SHARE DATA WITH?

We might share your personal information with our partners in order to improve our service. We make sure that they are as committed as we are to protecting your data and information.

Service Providers

We work with different suppliers to provide you with the Services. As a result we may share your personal information with them.
We make sure that they are as committed as we are to protecting your data and information.

Corporate affiliates

We may share personal information with other Nissan/Infiniti companies and transfer it to a third party in case of a merger or reorganization.

Legal Compliance and Security

It may be necessary for us to disclose your personal data to public and governmental authorities for reasons of national security, law enforcement, or other issues of public importance. Where legally permitted we will inform you ahead of such transfer.

We may also disclose personal information if we determine in good faith that disclosure is necessary to protect our rights, resolve legal conflict, enforce our terms and conditions, investigate fraud, or protect our operations or users.

Transfers out of Bahrain

As a result of the above purposes, your personal information will be transferred to and processed by Nissan/Infiniti 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 (which offer an adequate level of protection and/or other countries outside the Bahrain.
The data protection laws of any such third 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 in accordance with our instructions and for the purposes described above and subject to stringent data security measures.
You can obtain more information on the guarantees in place by sending your request to dpo@nissan-europe.com.

What are your rights?

YOU CAN ACCESS YOUR PERSONAL DATA OR REQUEST IT BE DELETED OR MODIFIED AT ANY TIME. YOU CAN ALSO ASK TO RECEIVE YOUR PERSONAL DATA IN A STANDARD FORMAT.

You can object to your data being processed or request its use be restricted.

To make a request or complaint, please email gb@nissan-services.eu. Alternatively, you can contact our Data Protection Officer at dpo@nissan-europe.com.

Finally, should you feel it necessary, you have the right to lodge a complaint with your relevant Data Protection Authority.

10. Third party services and input

You understand and accept that certain elements of the Services may use, reflect or convey content, services and other functionality (including booking-making and payment-processing services) provided by third parties, and this limits our ability to control the quality of the Services.

To the full extent permitted by law, we do not endorse, nor are we responsible or liable in any way for (or in connection with the accessing of) any Content, services and other functionality provided by third parties which we or you access in connection with your accessing the Services or our providing the Services.

11. Liability

Liability. Nothing in this Agreement shall limit or exclude our liability for (i) death or personal injury resulting from our negligence or intent; (ii) gross negligence, intent, fraud or fraudulent misrepresentation; and (iii) any other liability that cannot be excluded or limited by any applicable law, including any mandatory product liability law. Subject to the foregoing, we are not liable to you for any losses, damages, liabilities, claims and expenses (including but not limited to legal costs and defence or settlement costs) whatsoever, whether direct, indirect or consequential, arising out of or referable to the provision or use of the Services, however caused, whether in contract, tort (including negligence), statute or otherwise. We will not be liable to you for any loss or damage (even if foreseeable) arising under or in connection with use of, or inability to use, the Services or, use of or reliance on the Services.

We will not be liable to you or anyone else for any loss resulting from a cause over which we do not have control. This includes failure of electronic or mechanical equipment or communications lines (including telephone, cable and internet), unauthorised access, viruses, theft, operator errors, severe or extraordinary weather (including flood, earthquake, or other act of God), fire, war, insurrection, terrorist act, riot, labour dispute or other labour problems, accident, emergency or action of government. We will not be liable to you or anyone else for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect devices, equipment, programs, data or other proprietary material due to your use of the Services, or on any website or apps linked to it.

12. Store applications

(Definitions) For the purposes of this clause:

- Device means any and all of an Android Device, an Apple Device,
- Android Device is a device that operates an operating system known as an “Android” operating system or which is commonly associated with Google Inc or the products or services promoted on or through or associated with www.google.com or the Google Play Store (including at play.google.com) or www.android.com;
- Apple Device is a device made available by or through, or commonly associated with, Apple Inc or the products or services promoted on or through or associated with www.apple.com or “iTunes” or the Apple “App Store” (including at www.itunes.apple.com);
- (rights) If you use any of our Services on (or in, or through, or in connection with) an application or “app” or service on a Device, then all rights that we have (and all exclusions and limitations that we make or from which we benefit) under these Terms of Use are in addition to (and in no way limit) rights and protections that we have (and exclusions and limitations, including with respect to our liability to you, from which we benefit) under all other terms which you have accepted (including when you downloaded or used the relevant application or service) which serve to provide rights to (or to limit liability of) developers of applications and services for use on or in connection with the relevant Device (including under the “Licensed Application End User License Agreement” that relates to Apple Devices)
- (incorporated terms for Apple Devices) If you use any of our Services on, or in, or through, or in connection with, an application or “app” or service on an Apple Device, then the terms, representations, rights and obligations as outlined, imposed and granted in Apple Inc’s “Instructions for Minimum Terms of Developer’s End-User License Agreement” (including as found at www.apple.com/legal/internet-services/itunes/appstore/dev/minterms/) are hereby incorporated into these Terms of Use, and the parties

to these Terms of Use agree that those representations, rights and obligations apply as if the instructions outlined by Apple had been properly implemented and reflected in these Terms of Use.

13. Termination

Duration: The Terms of Use are effective until terminated by you. You may terminate the Services at any time without notice.

If terminated:

- you must immediately uninstall the Services from all locations and devices on which you have them installed;
- you are no longer authorized to Access the Services (and you must stop doing so immediately, other than solely to uninstall the Services as required by the sub-clause above); and

- all restrictions imposed on you, all licenses and permissions granted by you, all warranties and indemnities given by you, and all our disclaimers and limitations of liability, (in all cases as set out in the Terms of Use), will survive termination.

14. General

Applicable Law. To the fullest extent permitted by law, and except as explicitly provided otherwise, these Terms 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. You and we agree that any disputes arising out of or in connection with this Agreement or your use of the Services shall be referred to the exclusive jurisdiction of the courts of the Dubai International Financial Centre, Dubai, the UAE.

We Can Assign these Terms of Use. We can assign these Terms 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.

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.

In the event of a conflict between the English text and the Arabic text, the English text shall prevail.

15. Contacting us

If you have any queries about the Services or these Terms, you can contact your Nissan/Infiniti Customer Service.

If you do not agree with these Terms, you should stop using the Services immediately.

END of Terms of Use