MyNISSAN Navara Connected Vehicle Services Terms and Conditions (Terms)

Effective Date: 1st February 2026

1. About these Terms

1.1. In these Terms, "**Nissan**", "**we**", "**us**" or "**our**" refers to Nissan Motor Co. (Australia) Pty Ltd ABN 54 004 663 156 and our contractors, subcontractors, agents, employees, officers, and authorised representatives and dealers.

1.2. Your Nissan Navara [ST-X and Pro-4X only] vehicle (**vehicle**) has a factory installed telematics control unit (**Device**) that can interact with vehicle systems and send and receive information over mobile cellular networks. Nissan facilitates the collection, processing and use of certain data to provide a wide range of services and information (**Connected Services**) to you, any additional person you designate as being authorised to use the Connected Services by notice to Nissan (**Authorised User**), and any other driver or passenger of your vehicle (together the '**Vehicle Users**').

1.3. The terms of Nissan's privacy policy, available here, (including the MyNISSAN Navara privacy policy, available here) (together, the "**Privacy Policy**"), and these Terms govern your access to and use of the Connected Services, including the MyNISSAN Navara mobile application (**Mobile App**).

1.4. You will be asked to accept these Terms and the Privacy Policy through the Mobile App on your smartphone, which may require you to tick digital acceptance boxes.

1.5. If you have any questions or wish to opt-out of the Connected Services, please contact the Nissan assistance centre for Navara Connected Services on 1800 035 035 (**Assistance Centre**).

1.6. It is your sole responsibility to make your Vehicle Users are aware of the data collection, use, sharing and retention terms of these Terms and the Privacy Policy.

1.7. By agreeing to receive Connected Services, you are consenting on your own behalf and, to the extent possible pursuant to applicable law, on behalf of all Vehicle Users to the operation of the Device, these Terms and the Privacy Policy, including the data collection, use, sharing and retention terms as described in these Terms and the Privacy Policy. You further agree that you will provide all notices to, and obtain all consents from, other Vehicle Users as needed for Nissan to provide the Connected Services.

2. Mobile App

2.1. You acknowledge that:

2.2. Nissan provides you with access to the Mobile App subject to these Terms; and

2.3. the Mobile App is licensed, not sold, to you for use only under these Terms and Nisan reserves all rights not expressly granted to you.

2.4. The licence granted to you in accordance with Section 2.1 of these Terms, is limited to a non-exclusive, non-transferable licence to (as applicable) use the Mobile App on any compatible device that you own or control. However, nothing in these Terms allows you to:

2.4.1. use the Application on any device that you do not own or control;

2.4.2. rent, lease, lend, sell, redistribute or sublicense the Mobile App; or

2.4.3. copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Mobile App, any updates, or any part thereof (except to the extent permitted by these Terms, applicable law or the licensing terms governing use of any open source components included with the Mobile App).

2.5. Unless stated otherwise by Nissan, these Terms will govern any upgrade or modification to the Mobile App.

3. Connected Services

3.1. Nissan Connected Services provide the capability for a Vehicle User to interact with the vehicle and/or to use a variety of applications either directly through the vehicle, or indirectly by smartphone, computer or any other device that is enabled to connect with the vehicle systems and Device.

3.2. To provide Connected Services (and in some circumstances, marketing material about our other products or services), Nissan collects certain vehicle and personal data directly from you, its authorised dealers (**Dealers**), your vehicle, the Mobile App, Vehicle Users, and the Nissan Assistance Centre, including (but not limited to) as outlined in Sections 5 and 9.

3.3. Nissan collects, uses, discloses and shares all such vehicle and personal data in accordance with these Terms, the Nissan Privacy Policy, and Australian laws, rules and regulations.

3.4. In order for the Connected Services to operate fully, you acknowledge and agree that your vehicle must have a working electrical system (including adequate battery power), the Device must be activated and operating normally (and not be damaged from a collision or other event), vehicle systems required for calls (including vehicle voice, SMS and data transmission) must be working properly and not be disabled, and the vehicle (and if applicable, the Mobile App) must have access to the cellular service used by the service (including by being in an area where such service is available).

3.5. If you do not start and run your vehicle for an extended period (generally in excess of 5 days), your vehicle is designed to put the communications systems into a “deep sleep” mode to save battery power (**Deep Sleep Mode**). You can only awaken your vehicle from Deep Sleep Mode by physically starting the ignition. While the vehicle is in Deep Sleep Mode, it will not be able to receive any signals from the Mobile App or Assistance Centre or to carry out any Remote Services (defined below).

3.6. More information about Connected Services is also available in your vehicle’s manual provided to you by Nissan (**Owner’s Manual**) and in the FAQ section of the MyNISSAN Navara mobile app.

4. Subscription Services (including Trials)

4.1. Subscription Services are Connected Services that require activation by you through a paid or trail subscription package (**Package**) for a specific length of time (**Subscription Period**) and that can be managed through your Subscription Services account (**Account**) and Mobile App. Your Dealer will let you know which Packages are available for your vehicle. Detailed information about how the Packages, the Subscription Services provided in each Package and how each Connected Service operates is included on the MyNISSAN Navara Connected Services page, available here.

4.2. You agree to keep your information in your Account up to date at all times in the Mobile App or by contacting the Assistance Centre. You agree that Nissan may rely on the information in your Account to contact you, including without limitation for purposes of notifying you of a request to cancel or renew a subscription Package, and that Nissan is not responsible for your failure to update your information in your Account.

4.3. You acknowledge and agree that you (and not the Authorised Users) are the primary subscriber for the purposes of the Subscription Services, and any reference to "**Primary Subscriber**" in these Terms is a reference to you.

4.4. Packages may be offered by Nissan or a Dealer to you for a particular Subscription Period at no additional charge when you purchase or lease a new vehicle. This kind of Package is referred to as a "**Trial**" and the period for which it is provided is referred to as a "**Trial Period**". You will need to agree to these Terms to receive Subscription Services as a Trial even if you do not need to pay any fees. Unless you otherwise opt-out of Connected Services, Trial Periods begin on the date that you take delivery of the vehicle (even if you activate the Trial after such date) and end after the period of time associated with that Package, as disclosed to you when you purchased or leased your vehicle, has passed.

4.5. Other Subscription Periods start when you complete the purchase of the Subscription. Subscriptions can be purchased or changed by you and by any Authorised User to whom you have given that authority.

4.6. Further information about the Subscription Periods available for each Package as well as any Trial Periods being offered for any Packages is available from your Dealer, through the Mobile App, or from Assistance Centre.

5. **Non-Subscription Services and Default Vehicle Data Collection**

5.1. In the event of a serious collision or emergency situation, we may collect and use certain vehicle data and personal information (including geolocation data) that is generated by default (**Default Vehicle Data**) to help provide you with assistance, including coordinating support services or contacting emergency service providers where appropriate. We use this information solely for the purposes of providing SOS Emergency Assistance and Automatic Collision Notification support services to you.

5.2. The collection and use of Default Vehicle Data for the provision of emergency related Connected Services may begin immediately on your purchase or lease of your vehicle and may occur even if you do not activate Subscription Services, or have a Package in place (**Non-Subscription Services**).

5.3. If you wish to turn off Non-Subscription Services and/or stop the collection and use of Default Vehicle Data, you will need to deactivate the vehicle Device by contacting Assistance Centre on 1800 035 035. On deactivation of the Device, you will no longer be able to receive any Connected Services (including any SOS Emergency Assistance, or Automatic Collision Notification support services), and any subscription Package you may have in place for the vehicle will immediately terminate.

5.4. Unless you otherwise opt-out, Non-Subscription Services are automatically provided on new vehicles (even if you do not purchase a subscription Package), and continue after the expiration or termination of any Subscription Service. Non-Subscription Services will be provided free of charge to you and are activated by default (unless you opt-out). You agree

that Nissan may provide these Non-Subscription Services and collect all Default Vehicle Data necessary to provide the Non-Subscription Services.

5.5. Nissan may choose to terminate your Non-Subscription Services after the expiration of your applicable subscription Package.

6. Managing your Subscription Package

6.1. Renewals**:** You can extend the Subscription Period for any Package by purchasing a renewal as described in these Terms (**Renewal**). Nissan will use reasonable efforts to notify you in writing using your Connected Services vehicle account information held on file by us (**Account**) at least thirty (30) days before your Subscription expires, whether it was a Trial, a purchased Subscription, or a Renewal. This notice will include information about how to renew a subscription Package and the pricing and renewal periods (**Renewal Periods**) that are available.

6.2. Service Period; Deactivation of Device: When you sign up to receive Subscription Services, Nissan will provide the Subscription Services included in the Package(s) that you select for the term of the applicable Subscription, Trial or Renewal Period. If you do not Renew (or successfully complete a Renewal of) a Package, and the Subscription Services are not otherwise terminated or cancelled in accordance with these Terms, then Nissan will stop providing the Subscription Services for that Package at the end of the relevant Subscription, Trial or Renewal Period. In addition, if you do not purchase or otherwise maintain an active Package, Nissan may, after reasonable prior notice to you, choose to terminate any Non-Subscription Services applicable to your vehicle and deactivate your Device after the expiration of your applicable Subscription, Trial or Renewal. To reactivate your Device, you will need to call Assistance Centre and may need to purchase a subscription Package.

6.3. Prices: The price for any Subscription Package, including Renewals (**Subscription Fees**), will be disclosed to you before you finalise any Subscription or Renewal. Unless Nissan has agreed to a price with you in advance for Automatic Renewals, it may change the Subscription Fees for any of the Subscription Services and Packages from time to time upon renewal.

6.4. Payment: Purchases of Subscription Services and Renewals can be completed via the Mobile App or by contacting the Assistance Centre. Forms of payment accepted include most credit and debit cards. If any billing statement relating to any fees or charges for Subscription Services billed by or through Nissan appears incorrect, you or an Authorised User must call Assistance Centre or contact Nissan in writing at csc@nissan.com.au. If no objection is received from you within a reasonable time, then, unless prohibited by law and subject to the terms of your payment card issuer agreement, you will be deemed to have accepted the applicable payment.

7. Subscription Cancellation and Termination

7.1. Cancellation; Refund: You may cancel any Package at any time by contacting the Nissan Assistance Centre. We will attempt to contact you using your Account information on file to confirm that the request was authorised. If you do not confirm the request or cannot be reached after reasonable effort, Nissan will cancel the Package according to the original request. Nissan will refund to you a pro-rata amount of any applicable pre-paid Subscription Fee following the cancellation request.

7.2. If Nissan discontinues providing any Subscription Services under Section 7.4 of these Terms, it may refund you a pro-rata amount equal to the value of the specific Subscription

Services that are being discontinued. Refunds are made to the credit card originally used to pay the Subscription Fee. No refunds are available for Subscription Services provided as a Trial or without separate itemised charge. In the event of a cancellation, Nissan may continue to provide Non-Subscription Services, and the Default Vehicle Data collection may also continue, as described in Section 5 above.

7.3. **Termination:** In the event that you or any Vehicle User violates these Terms, to the extent permitted by applicable law and unless prohibited by applicable law, Nissan may terminate any Subscription prior to the end of the relevant Subscription Period by giving notice to you. Nissan will use reasonable efforts to notify you in writing using your Account information on file at least thirty (30) days before the termination is effective; provided, however, if your or your Vehicle User's violation of these Terms has or may have a material impact on Nissan (including its other customers or service providers), then Nissan may terminate any or all of your Connected Services immediately and may also deactivate your Device. Grounds for termination may include failure to pay amounts due, abuse of the Connected Services, use of Connected Services for illegal or immoral purposes or to harass or interfere with lawful actions of other drivers, or interference with the business of Nissan or its service providers. Please see Section 13 for more information about your responsibilities with respect to the Connected Services. If you dispute whether the violation took place, you may contact Assistance Centre to discuss the issue.

7.4. Discontinuation of Connected Services Program or Certain Connected Services by Nissan: Nissan (acting reasonably) reserves the right to stop providing any or all Connected Services at any time if continuing to do so would no longer be commercially feasible, if access to services necessary to provide the Connected Services, including telecommunications services, is no longer available, if the provision of Connected Services would be in violation of any applicable law, or for any other reason in Nissan's sole discretion. Nissan may also deactivate your Device in connection with the discontinuation of the Connected Services. Nissan will endeavour to provide thirty (30) days prior written notice to you using your Account information on file of any such action, including a description of which Connected Services it will stop providing and any that it will continue to provide, and the date on which it expects the discontinued Connected Services will stop. If Nissan discontinues any Subscription Services for which you have pre-paid a Subscription Fee, Nissan will offer pro-rata refunds as provided in Section 7.2 above. Nissan, including its affiliates and business partners, will have no liability to you or any Authorised Users for exercising its rights under this Section beyond payment of refunds.

7.5. Changes in Connected Services: Subject to Section 7.6 and acting reasonably, we reserve the right to add, modify or delete Connected Services, to change the configuration of Packages, and to modify the terms on which Nissan sells Packages, including Subscription Fees and the Subscription Periods available for any paid Subscription Services, including Renewals. Changes to Subscription Services, if any, will take effect upon renewal.

7.6. Nissan will provide reasonable prior written notice to you of the addition, modification or discontinuation of any Connected Services included in any current Subscription using your Account information on file; the notice will describe the nature of the Connected Service added or the modification of the existing Connected Service (or identify the Connected Service being discontinued), the manner in which the addition or modification will be effected (such as by a command sent by Nissan through the computer and data processing and storage systems used to provide Connected Services, called the "**Services Platform**",

to the Device), and whether you need to take any action in order to finalise the modification, such as by powering the vehicle on and off or, in extreme circumstances, taking the vehicle to an authorised Dealer. Nissan will not charge you for any changes to Connected Services made by it under this Section 7.6 but reserves the right to change prices for Renewals of Connected Services as provided in these Terms.

7.7. *Continuing Default Vehicle Data Collection; Continuance of Certain Services:* Cancellation, expiration, termination or discontinuation of Subscription Services may not result in deactivation of the Device nor the discontinuation of the Vehicle Data Collection. You understand and agree that we may continue to collect Default Vehicle Data from you and from the Device and the vehicle as described in these Terms and the Privacy Policy as necessary for our internal use and to continue to provide any Non-Subscription Services. Please see Section 5 for more information.

8. Sale or Transfer of Vehicle

8.1. Connected Services are provided to you and your designated Authorised Users only. If you sell, lease, transfer or surrender your vehicle (including a surrender due to theft or destruction due to accident or other casualty) before the end of any applicable subscription Package, Nissan will stop providing the Connected Services when notified of the sale, lease, transfer or surrender.

8.2. A "**Subsequent Owner**" (including any lessor or other transferee) of the vehicle may purchase Connected Services through the Mobile App or from the Assistance Centre. Any Package purchased by a Subsequent Owner will be subject to the then-current version of these Terms. In addition, if you sell, lease or otherwise transfer your vehicle directly to a Subsequent Owner, it is your responsibility to notify such Subsequent Owner of the Connected Services (including the Non-Subscription Services, the Default Vehicle Data collection and use), these Terms and the Privacy Policy. You are solely responsible and liable for any use of the Connected Services for the vehicle under your Account by the Subsequent Owner or any other user, until you notify Nissan of the sale, lease, transfer or surrender.

9. Remote Services – Data Collection and Functionality

9.1. The functionality and services described in this Section 9 are subject to the applicable Connected Services being active (including through a subscription Package, as applicable), not disabled and operating normally.

9.2. Automatic Collision Notification and SOS Emergency Assistance*:* You have the ability to contact the Assistance Centre and request emergency assistance by pressing the marked button inside the vehicle (consult a Dealer, the Assistance Centre or the Owner's Manual for information about the location of the SOS button). Please note that activating the SOS button will result in the Assistance Centre being contacted, even if the activation is unintentional or for improper purposes.

9.3. Your Device will also automatically notify the Assistance Centre on the occurrence of certain events. These events include deployment of an airbag (or activation of an airbag deployment sensor) in your vehicle. In any of those events, the Device will send the following information to the Assistance Centre: (1) information to identify the vehicle and the Primary Subscriber; and (2) data about the event (e.g., speed, whether airbags deployed, and location of the vehicle using the latest geolocation data available from the Device).

9.4. On receipt of data as a result of SOS Emergency Assistance Services and/or Automatic Collision Notifications, the Assistance Centre team may take such further steps as it considers appropriate. A voice call may also be initiated between the vehicle and the Assistance Centre team if these Connected Services are activated.

9.5. If the Assistance Centre team determines that an emergency is likely to be present (including if you or other vehicle occupants are not responsive to a voice call), the Assistance Centre personnel may notify the local emergency services provider (**ESD** or **Emergency Service Despatch**), which will be responsible for dispatching emergency service resources, such as police, medical, fire services, to the last known location of your vehicle.

9.6. Account Assistance from Vehicle or Mobile App – Breakdown Assistance: If you subscribe to Breakdown Assistance, you have the ability to contact Assistance Centre and request breakdown assistance by pressing the marked button inside the vehicle (consult a Dealer, Assistance Centre or the Owner's Manual for information about the location of the button) or by using the Mobile App. Pressing the button in the vehicle to request assistance notifies Assistance Centre of the nature of your contact and sends certain data to Assistance Centre, including information to identify your vehicle and the Primary Subscriber and information about the location of your vehicle. Upon receipt of the signal from the vehicle, the Assistance Centre team will attempt to initiate a voice call into the vehicle. Assistance Centre will attempt to assess if summoning breakdown assistance is required and, where appropriate, contact breakdown assistance services and request dispatch to the last known location of your vehicle.

9.7. Account Assistance from Vehicle or Mobile App – Information Services: If your Non-Subscription Services are active, you have the ability to contact Assistance Centre by using the account assistance button within the vehicle or in the Mobile App (if cellular service is available).

9.8. Consult a Dealer, Assistance Centre or the Owner's Manual for information about how to invoke this feature. Invoking this feature through the vehicle notifies Assistance Centre and sends certain data, including information to identify your vehicle and the Primary Subscriber and information about the location from which the request for account assistance is being made. Upon receipt of that signal from the vehicle, the Assistance Centre team will connect a voice call to the vehicle, and upon receipt of that signal from the Mobile App, the Assistance Centre team will connect a voice call to your mobile phone number associated with the Mobile App. Assistance Centre will facilitate the available Account management related functions as requested and as eligible based on Subscription status or Assistance Centre capability.

9.9. Use of Services not a Substitute for Directly Contacting 000 (Emergency Services): Various factors can cause an emergency call through the Automatic Collision Notification and SOS Emergency Assistance feature to be connected to ESD personnel more slowly than a direct call (or even to fail to connect). If you believe a life-threatening emergency exists, you should always attempt where possible to summon emergency help yourself, whether through dialling 000 on a mobile phone or landline or asking passers-by for assistance.

9.10. No Responsibility for Emergency Response or Breakdown Assistance Providers: Nissan cannot assure you, or make any guarantees or warranties, about the manner or timeliness of response of emergency service providers or breakdown assistance providers, or whether

these providers will be able to reach you or your vehicle and provide meaningful assistance, or whether they will in fact respond at all or in a timely manner.

9.11. Responsibility for Charges for Emergency Response or Breakdown Assistance Providers*:* When the assistance of emergency service providers or breakdown assistance providers is invoked as described above, emergency service resources or breakdown assistance may be dispatched, either at the request of vehicle occupants or upon the determination of ESD personnel.

9.12. In providing the Connected Services, Nissan will have no responsibility for payment of any charges from such third-party service providers for any assistance given to you or to the occupants of the vehicle who receive any such third-party services (including medical transport, medical services, breakdown assistance or tow-away), including as a result of contacting Assistance Centre or as a result of a crash notification, and you will be solely responsible for payment of any charges from the service providers.

9.13. Anti-theft Notification: If you subscribe to the Anti-theft Notification Service, you will be notified using all of the notification methods you have selected of any activation of your vehicle's anti-theft notification system (e.g., via text, notification through your Mobile App and email). When the anti-theft notification has been activated (including the audible alarm), you can turn an alert off only by using the "lock doors" button on your key fob; you must be within a few metres of your vehicle for this to work. If the alert is not turned off, all anti-theft notification features (including audible alarm) will continue to operate, and your vehicle's battery may be drained. While the audible alarm generally stops after a certain period of time, the alerts will remain visible in the Mobile App. The Anti-theft Notification Service does not ensure nor guarantee that every vehicle intrusion will trigger a notification, and Nissan is not responsible for any failure to trigger a notification or for any false notifications.

9.14. Stolen Vehicle Tracking: If you subscribe to Stolen Vehicle Tracking and you believe that your vehicle has been stolen, please promptly notify the local police and file a police report, and then contact Assistance Centre.

9.15. Once Assistance Centre has all the necessary information, including the police report, we will attempt to locate your vehicle using the GPS information from the Device and share that information with local police authorities. We cannot guarantee we will find your vehicle. If you do not provide us with the information we request, we have the right not to locate your vehicle. We are not required to try to locate your vehicle for the purpose of locating someone or something inside of the vehicle. However, upon request with proper information and documents, we may decide to do so. When you use this Connected Service, you agree that we may disclose to law enforcement all information about the vehicle that we can obtain, including without limitation, the latitude and longitude of the vehicle (geolocation), vehicle speed, and direction the vehicle is heading. You understand that even if we have all of the necessary information, we may not be able to locate your vehicle (such as if the device has been tampered with, the vehicle is out of range of cellular service, the vehicle battery has been drained, etc.). The Stolen Vehicle Tracking Service does not ensure nor guarantee that your vehicle will not be stolen or that your stolen vehicle will be located, and Nissan is not responsible for any failure to locate your vehicle.

9.16. If applicable to your model if the vehicle is stolen and the above steps are taken, you can remotely request initiating the vehicle immobiliser by calling Assistance Centre. Once activated, the immobiliser will prevent the vehicle from starting from the next ignition cycle.

9.17. Remote Services: You may subscribe for certain Connected Services if available on your vehicle model that provides access to features that allow you to remotely control or receive information from your vehicle using the Mobile App or by calling Assistance Centre, depending on the feature (Remote **Services**). Please see the Owner's Manual for a description of these Remote Services, if they are available for your applicable vehicle and how to use them. The Remote Services may not operate as expected due to system trouble or network conditions.

10. Privacy

10.1. The terms of Nissan's Privacy Policy, available here, and MyNISSAN Navara Privacy Policy, available here, from time to time are incorporated into these Terms by reference.

10.2. If you provide or make available any personal information or sensitive information of a third party (including any Vehicle User) in connection with the Connected Services and Mobile App, to the extent permitted by applicable law, to Nissan you warrant that you have:

10.2.1. obtained the third party's consent to disclose their information to Nissan for collection, use and transfer in accordance with the terms of the Privacy Policy;

10.2.2. advised the third party to review the Privacy Policy; and

10.2.3. informed the third party of how their information will be handled by us.

10.3. If you have any privacy related questions, issues or complaints, please contact us:

The Privacy Officer
Nissan Motor Co. (Australia) Pty Ltd
Locked Bag 7000
MOUNT WAVERLEY VIC 3149
Phone: 1800 035 035
Email: privacy@nissan.com.au

11. Communications

11.1. Consent to Use of Cellular Communication: The Connected Services are provided using wireless cellular communications services, both in the vehicle and through the Mobile App. By agreeing to receive or by accessing the Connected Services, you are providing, on your own behalf and to the extent possible pursuant to applicable law on behalf of your Vehicle Users, consent to the use of these communications services. You also agree to ensure that all Vehicle Users consent to the use of these communications services, to the extent that you do not have authority to consent on their behalf, prior to allowing them to use such services.

11.2. Consent to Being Contacted: In order to provide the Connected Services, Nissan may contact you in the vehicle (such as by voice call) or by email, SMS/Text or telephone to your Account information on file. By providing this information to Nissan, you consent to being contacted by these means, even if such communications may result in charges to you for use of voice, SMS/Text or data service by your cellular or Internet service providers.

12. System and Service Limitations

12.1. Geographic Limitations: You understand that the Connected Services are designed and only intended to operate only in Australia. If you take your Mobile App outside Australia, your Connected Services may not work, and/or additional terms and conditions and/or fees may apply in relation to your use of the Connected Services (such as additional cellular or data service charges) in addition to these Terms and the Subscription Fees. Nissan is not responsible for any additional fees you may incur from third parties, such as your cellular service provider, due to your use of the Connected Services outside of Australia.

12.2. No Outbound Calling: You understand that you cannot place voice calls from your vehicle (other than to the Assistance Centre using the SOS Emergency Assistance, Breakdown Assistance or Account Assistance buttons) or use your vehicle to receive calls from anyone other than the Assistance Centre team, ESD or breakdown assistance personnel. The mobile telephone number associated with your vehicle is not published in any directory and is known only to Nissan and its service providers. We will not share it with you. Attempting to discover this mobile number or using it for purposes not permitted in these Terms will be a material breach of these Terms.

12.3. Limitations of GPS and Cellular Systems: The Connected Services operate using the Global Positioning System (GPS), which uses satellite signals to estimate the location of your vehicle and uses cellular wireless network services to transmit that information to the Services Platform and to Assistance Centre. We also use the cellular wireless network to enable you to reach Assistance Centre from the vehicle or Mobile App and to enable Assistance Centre to contact you in the vehicle or at your mobile device. A number of factors can interfere with the availability or accuracy of GPS and cellular services, including topography, distance from cell towers, congestion of the cellular network, weather conditions, or land features that block access to satellite or cell tower signals, such as tunnels, hilly areas, below grade roadways or dense buildings or forest.

12.4. Nissan cannot guarantee that connected services will work everywhere, particularly in remote or enclosed areas, or in all vehicles at all times.

12.5. System Maintenance and Over the Air Updates: We and the service providers who work with us to provide the Connected Services will need to perform maintenance on our systems from time to time, which could temporarily reduce or interfere with the availability of Connected Services. When we are the party performing the maintenance, we will try to limit our work to hours when usage of Connected Services is typically low (and we ask our partners to do the same), but emergencies may require us or our partners to take actions during normal usage hours. Neither we nor our partners will have any liability for your inability to access or use Connected Services during these maintenance windows.

12.6. We may also need to send software updates to your Device from time to time, such as to correct errors, to improve Connected Services or to address security vulnerabilities. We may send these updates without your consent, but we will use good faith attempts to notify you in advance of these changes and of the impact they may have, particularly if we believe that the update will or could reduce the availability of Connected Services during a particular time period or could interfere with any data you have entered into the system for the Connected Services or any settings you have chosen in your vehicle, in your Mobile Apps or in your Account. While your Device is receiving a software update, you may be unable to use the Connected Service in any manner until the software update is complete.

12.7. Changes in Technology: The operators of the GPS services and cellular network operators may take actions that update their equipment and technology so that it is no longer compatible with your vehicle. While we have taken reasonable precautions to design the Device and vehicle to be compatible with known development plans of GPS and cellular network service providers, we cannot guarantee that the Connected Services will continue to be available in the event of such changes, and we disclaim responsibility for the loss of any Connected Services.

12.8. Other Factors Outside Nissan Control: Nissan is not responsible for any delay or failure in performance of the Connected Services if such failure or delay could not have been prevented by reasonable precautions, including where such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility, cellular service or GPS service failure, failures of third parties not under our control, acts of war, government actions, terrorism, civil disturbances, cyberattacks, labour shortages or difficulties (regardless of cause), weather events, or equipment failures including Internet, computer, telecommunication or other equipment or technology failures.

13. Your Responsibilities

13.1. You are solely responsible for:

13.1.1. any use of the Connected Services associated with your Account (including through the Mobile App), even if you are not the one using them;

13.1.2. any other services (such as emergency medical or breakdown assistance services) requested in connection with your vehicle (whether through the vehicle, Mobile App or the Assistance Centre) and all associated costs;

13.1.3. safeguarding the security of your vehicle, your Account, any devices you use to access the Connected Services such as smartphones or computers, any services you use to access the Connected Services such as your home or business Internet or cellular service, and any credentials you use (e.g., keys, PINs, usernames, passwords, secret questions, etc.) to gain secure access to any of these. You will be responsible for any actions taken by any person using your access credentials until you notify us that the security of your access credentials or any devices has been compromised, and you agree to cooperate with us in the correction of any device security issues or resetting of any access credentials. You further agree that Nissan may, acting reasonably, treat any person who presents your credentials that we deem sufficient for Account access as you or an Authorised User on your Account for disclosure of information or changes in Connected Services;

13.1.4. keeping your information in your Account up to date at all times in the Mobile App or by contacting Assistance Centre; and

13.1.5. keeping your vehicle and its systems required for the Connected Services fully functioning and in good working order in accordance with the Owner's Manual.

13.2. You agree that you are responsible for the safe use of the Vehicle and the Connected Services and you agree at all times to use reasonable skill and judgement when using or receiving the Connected Services.

13.3. Neither we nor our service provider partners, including the Assistance Centre, have an obligation to inquire about the authority of anyone using your vehicle.

13.4. If you or a driver of your vehicle uses the Connected Services or Device 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.

13.5. When you use the Connected Services, you agree not to:

13.5.1. use the emergency assistance button or to ask for emergency help or breakdown assistance except for actual emergencies and breakdown assistance needs;

13.5.2. use your Connected Service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of the Connected Services to our other customers; and

13.5.3. abuse or do anything to damage the business operations, services, reputation, employees, facilities of us and our Dealers.

13.6. You are responsible for providing any additional equipment needed to access Connected Services when not in the vehicle, such as a compatible smartphone or computer, with software that is compatible for installing the most recent version of the Mobile App, and for paying the costs of Internet or cellular service in order to access Connected Services through your smartphone or computer.

13.7. You agree to comply with all applicable laws and regulations relating to your use of your vehicle and the Connected Services, and to ensure that you pay proper attention to the operation of your vehicle and exercise reasonable care when operating your vehicle, including when using the Connected Services.

14. Connected Services Not an Insurance Substitute or Product

You acknowledge and agree that the Connected Services are not an insurance product or a substitute for any type of insurance (including automobile), and that you will not rely on the Connected Services to limit any potential liability or exposure you may have in the event of an accident or other event. It is your responsibility to arrange appropriate insurance for your vehicle as required by applicable law and your personal circumstances (including under the terms of any agreement you may have for the financing or lease of your vehicle). Any Subscription Fees relate solely to the value of the Connected Services, not to the value of your vehicle or any property in it, or to the cost of any injury to or damages suffered by you or anyone else.

15. System Cellular Communications Security

15.1. The Connected Services depend on the cellular wireless networks to operate. While we and our service providers take reasonable precautions to protect communications from interception, there can be no guarantee that the data, SMS or other content (such as voice) transmitted over cellular channels will not be intercepted. You agree that we and our service provider partners will not have any liability for any actions taken by third parties to invade the privacy or security of these communications.

15.2. If you believe that any person is attempting to send commands to your vehicle using a device that you have not authorised or has accessed any of your personal information or your vehicle data improperly, please contact Assistance Centre immediately and provide as much information as you can about the incident.

15.3. We will investigate and take any actions we think are reasonable and necessary in the circumstances to keep your Connected Service or data secure. If we reasonably believe that a serious security issue is present, we reserve the right to disable all Connected

Services without prior notice to you. We will send you notice using your preferred notification methods (Mobile App, SMS and/or email) as soon as we can of the disruption in Connected Services and will use reasonable efforts to restore Connected Services as soon as possible. During any interruption, Connected Services may not work correctly or at all.

15.4. If we believe that any unauthorised person has the ability to send unauthorised commands to your vehicle in a way that we believe could cause harm to you or your Vehicle Users, we will attempt to notify you promptly using your Account information on file and will comply with all laws that are applicable to the situation. If we believe that a serious security issue is present, we reserve the right to disable all Connected Services without prior notice to you. We will send you notice using your preferred notification methods (Mobile App, SMS and/or email) as soon as we can of the disruption in Connected Services and will use reasonable efforts to restore Connected Services as soon as possible. During any interruption, Connected Services may not work correctly or at all.

16. Excluded Warranties

16.1. Nothing in these Terms excludes, restricts or modifies any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any law (including consumer guarantees under the Australian Consumer Law) that cannot lawfully be excluded or limited. Further, your vehicle (including the Device and related Connected Services vehicle components) is warranted by Nissan subject to Nissan's warranty terms and conditions available here: https://www.nissan.com.au/owners/warranty/new-vehicle-warranty-terms.html.

16.2. Subject to Section 16.1, and to the maximum extent permitted by applicable law, Nissan excludes and does not provide any warranty, guarantee, undertaking, representation or condition about the Connected Services, whether express or implied, including about the availability or accuracy of any data that you may be able to access using the Connected Services, about the performance, timeliness or results of the Connected Services, or about availability, timeliness or performance of third party services that can be requested by using the Connected Services, such as breakdown assistance or emergency medical services.

16.3. We do not make any promises that the Connected Services will meet your needs, that they will operate without interruption, or that they will be error-free. All Connected Services are provided on an "as is" and "as available" basis.

17. Limitation of Liability

17.1. To the maximum extent permitted by law, our liability in connection with the Connected Services is limited to:

17.1.1. in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, the payment of the cost of replacing the goods or of acquiring equivalent goods, or the payment of the cost of having the goods repaired; or

17.1.2. in the case of services, the supplying of the services again or the payment of the cost of having the services supplied again.

17.2. To the extent possible under applicable laws and regulations, neither Nissan nor you will have any liability arising out of these Terms or in connection with the Connected Services

for any special, punitive, indirect or consequential loss or damage, including any loss of profit, loss of anticipated savings, loss of goodwill, internal administrative costs or loss of bargain.

18. Limitation on Claims; Indemnity

You agree to indemnify, defend, and hold Nissan harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Connected Services and any information you submit, post, transmit, or make available via the Connected Services; failure to safeguard your passwords or other account information; or violating these Terms, the Privacy Policy, or any other policy referenced in these Terms, any applicable law or regulation, or the rights of any third party.

19. No Modification of Warranty or Limitation of Liability

You understand that no one, including any Dealer, has the authority to make any representations or promises about the Connected Services other than what is in these Terms or to modify any warranty for the Connected Services or to retract or change any disclaimer of warranties or limitation of liabilities. Promises about the Connected Services beyond what is in these Terms or modifications to the warranty or limitation of liability provisions will only be binding on us if they are made in writing by an authorised representative of Nissan.

20. Intellectual Property and Licence

20.1. Nissan owns all intellectual property in the Connected Services and Mobile App unless indicated otherwise. You promise you will not:

20.1.1. use or allow your Vehicle Users to use any content you receive through the Connected Services for any purpose other than the use of the Connected Services; or

20.1.2. attempt to reverse engineer any of our technology to derive our trade secrets or source code, except as expressly authorised by us.

20.2. If a third party alleges or makes a claim that the Connected Services or Mobile App infringe that third party's copyright or proprietary rights, your sole remedy and Nissan's entire liability in relation to such claim or allegation shall be, in Nissan's reasonable discretion, to:

20.2.1. replace or modify the infringing materials so that they are non-infringing;

20.2.2. obtain a licence for you to use the infringing materials; or

20.2.3. terminate your access to the Mobile App or infringing Connected Services.

21. Updates to Terms

Nissan reserves the right to modify, amend, restate or replace all or any portion of these Terms at any time. If Nissan makes any such changes, we will provide you with thirty (30) days prior written notice of such changes and their effective date via the contact information you have provided. You shall be deemed to have agreed to the revised Terms if you continue using the Connected Services after the effective date of such changes. If you do not agree with the changes, your sole and exclusive remedy is to not use the Connected Services or to cancel your Services Package and/or the Non-Subscription Services in accordance with these Terms.

22. Miscellaneous

22.1. We may assign or transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.

22.2. These Terms are governed by the laws of Victoria, Australia. The parties submit to the non-exclusive jurisdiction of its courts and courts of appeal from them. The parties will not object to the exercise of jurisdiction of those courts on any basis.

22.3. You agree to the use of electronic documents and records in connection with these Terms and all future documents and records in connection with the Connected Services and that this use satisfies any requirement that Nissan provide you these documents and their content in writing. You have the right to receive an electronic copy of these Terms and related documents and records in connection with the Connected Services. To receive or access electronic documents and records, you must have an Android or Apple iOS mobile device capable of running the Mobile App with a working Internet connection. To retain documents and records, your device must have the ability to download and store PDF files.