

Terms and Conditions for NissanConnect Services

Effective as of April 1, 2023

Introduction

As used in these Terms and Condition (“Terms”), 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 vehicle equipped with the NissanConnect services (“**Vehicle**”). Also, as used in these Terms, the terms “**we**”, “**us**”, “**our**” and “**Nissan**” shall be deemed to refer to Nissan Motor (Thailand) Co., Ltd., a private limited company incorporated under the laws of Thailand with a registered address at 74 Moo 2, Bangna-Trad (KM. 21) Road, Srisajarakae-yai, Bangsaothong, Samutprakarn Province, Thailand.

For assistance with questions regarding these Terms, you may wish to refer to the help section of the Application before contacting us by email at info@nissan.co.th or by phone at Nissan Customer Care Telephone No. 0 2401 9600.

Depending on its specification, your Vehicle is equipped with a NissanConnect 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**”) available on Nissan dedicated platform, Google Play Store (including at play.google.com), the Apple “App Store” (including at www.itunes.apple.com, Nissan Store (collectively “Nissan Store”). The use of such data is further explained below in **Section 4 Personal Data, Data Protection**.

NissanConnect Services provides the capability for the Subscriber to interact with the Vehicle and/or to use a variety of applications (“**applications**”, “**app**”, “Application” 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 telematics control unit is not compatible with all smartphone or other device technologies/vendors. Additionally, older smartphones or devices may not be supported. For a proper use of App, (i) an Android Device must have Android OS V4.3 or later and (ii) an Apple Device Apple must have iOS v.11.0 or later.

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 and are not responsible for the lack of support or loss of services that may result. These Terms describe the relationship between you and us regarding the use of the NissanConnect Services.

We work with many different companies to provide you with the NissanConnect Services. In These Terms, “**Service Provider**” means any person, company, subsidiaries or affiliates or entity who provides any service, equipment, or facilities in connection with NissanConnect Services, 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 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, you also agree to be bound by those additional terms and conditions. Nissan makes no representations regarding the availability of any app or of the content you select when using the NissanConnect Services and will not be held responsible for app availability or the content provided to you.

PLEASE READ THESE TERMS (INCLUDING SECTION 4.6 TRANSFER OF DATA OUTSIDE) COMPLETELY BEFORE USING ANY NISSANCONNECT SERVICES AND KEEP A COPY FOR YOUR FILES. READ AND KEEP A COPY OF ANY ADDITIONAL NISSANCONNECT SERVICES DOCUMENTS GIVEN OR SENT TO YOU. ANY NISSANCONNECT SERVICES DOCUMENTS THAT SAY THEY BECOME PART OF YOUR NISSANCONNECT SERVICES AGREEMENT ARE PART OF THIS AGREEMENT IF YOU ACCEPT ANY OF THE SERVICES THEY DESCRIBE.

1. NISSANCONNECT SERVICES SUBSCRIPTION PROCESS

1.1. Your Consent. By accepting to these Terms and/or using the NissanConnect Services, you agree to the practices and procedures described in these Terms.

1.2. Activation of the NissanConnect Services and your consent. You can only get and use the NissanConnect Services by accepting these Terms through NissanConnect Smartphone Application ("**NissanConnect Services App**") by clicking "I agree", during the service subscription process.

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

You understand and agree that the subscription to the NissanConnect Services is attached to your Vehicle for using in Thailand only and you cannot transfer the NissanConnect Services to another vehicle. By downloading the NissanConnect Services App and accepting these Terms, you confirm that you are the owner or authorized user of the Vehicle.

The information and details of NissanConnect Services shall be described in the vehicle owner's manual (collectively, the "**Manual**") as Nissan will provide to you. The Manual shall be deemed an integral part of these Terms.

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

It is your responsibility to inform all Vehicle drivers and passengers who uses the Vehicle or wish to use the NissanConnect Services regarding the content of these Terms, including the aspects related to data privacy.

1.3 Authorized telematics control unit. To use the NissanConnect Services, you must have an authorized telematics control unit (the "**TCU**") which is installed in your Vehicle. The TCU contains GPS technology and records information about real time vehicle location, mileage and driving pattern not limited to speed, sudden acceleration or braking. It also monitors the health of the vehicle, for warnings. Once activated,

the NissanConnect Services transmit data via the mobile network connectivity module in the TCU. The TCU and the NissanConnect Services App transmit data to and from Nissan or approved vendor on behalf of Nissan.

Some of the NissanConnect Services available via the NissanConnect Services App will make use of and may rely on location data sent from your TCU. With the use of NissanConnect Services, you consent to our and our affiliates' and licensees' transmission, collection, retention, maintenance, processing and use of your location data to provide and improve location-based and road traffic-based products and services.

Your Vehicle must have a working electrical system for the TCU to operate properly. The TCU operates when installed and plugged into the Vehicle and will not work without adequate electrical and battery power. Further, the TCU may not work at all if you attempt to modify it or add any equipment or software in or to your Vehicle that is not expressly authorized by us or is otherwise incompatible with the TCU, including other aftermarket devices or products. The operation of the TCU may vary in different vehicles depending on the electrical systems of the vehicle and the version of the system or software in the vehicle.

1.4. Access to NissanConnect Services. The NissanConnect Services may be available on remotely using an internet enabled smartphone or other device and/or an app specifically designed for accessing the NissanConnect Services ("**NissanConnect Services App**"). Those apps may be made available by Nissan or by third party on behalf of Nissan and additional terms and conditions might apply to their download or use.

By accessing or using the NissanConnect Services, you confirm that you have reached 18 years of age and that you are able to enter into a binding contract under applicable laws. You cannot transfer your right to the NissanConnect Services to another vehicle or another person without our agreement. You shall not use the NissanConnect Services in or with any vehicles that we do not support. We offer the NissanConnect Services to one account created and associated with Vehicle(s) of which you are the owner or authorized user. Nissan does not intend to authorize the creation of several accounts simultaneously for receiving NissanConnect Services from Nissan in connection to the same Vehicle. Such use of the NissanConnect Services shall be deemed nonconforming and a violation of the Terms. We are not liable for your nonconforming and inappropriate use of the NissanConnect Services. You warrant that you are either the owner of the Vehicle who has registered as the person responsible for the Vehicle in the relevant national vehicle register, or you are permitted by the owner to use the Vehicle and thus also to use the NissanConnect Services in the Vehicle (e.g. the driver of a company car).

From time to time, we may make updates or changes to the features, functionalities, or offerings of the NissanConnect Services App or any of the NissanConnect Services. The NissanConnect Services App may automatically download and install updates as per your smartphone setting. These updates may take the form of bug fixes, new features, or new versions. You agree to receive such updates as part of your use of the NissanConnect Services. Depending on the update or change, you may not be able to use the NissanConnect Services App or the NissanConnect Services until you have downloaded and installed the latest version of the NissanConnect Services App, NissanConnect Services or other feature, browser or any other required components and accepted any applicable updated terms. We also reserve the right, without notice and for any reason, to discontinue the offering of all or any portion of the NissanConnect Services App and/or any and all NissanConnect Services.

Your correspondence, dealings with, use of, or participation in promotions by other websites or services or any advertisers found on or through the NissanConnect Services App are solely between you and such third party and at your own risk.

1.5. On-board authentication or activation of certain functionalities. As a part of subscription to NissanConnect Services, it might be necessary to authenticate yourself at the Vehicle systems by entering the odometer value in the NissanConnect Services App. this process will enable us to authenticate that pairing of your NissanConnect Services account with vehicle and ensure proof of ownership. Further, certain functionalities related to the collection of data may require that you or other occupants of your Vehicle actively confirm that these functionalities should be activated.

Despite the consent has not been provided, certain functionalities will still be active and allow the TCU to make a call. This is especially the case for Emergency Call service (eCall) which includes automatic collision notification (ACN) and SOS Call Button (SOS) call by Vehicle driver and passenger or the occupant of the Vehicle. However, the location details will not be available with Service Providers, hence we recommend you to complete the NissanConnect Services Application activation to provide complete, in case of emergency.

1.6. Modification of the Terms. We may modify the Terms at any time and from time to time in our sole discretion. Any changes will be notified on your NissanConnect Services App and/or via Website and will take effect as of the date on which they are posted. Your continued use of the NissanConnect Services shall constitute your acceptance of such revised Terms. You can access the Terms in force through your NissanConnect Services App at any time. We advise you to periodically review the Terms in force carefully.

1.7. Updating or Changing Subscriber Account Information. Using your NissanConnect Services App, at any time you can review, modify, correct, or update your information that you provided to us.

2. NISSANCONNECT SERVICES DURATION AND TERMINATION

2.1. NissanConnect Services. Your NissanConnect Services start as soon as you have accepted the Terms through your NissanConnect Services App and successfully completed the activation process.

Your NissanConnect Services are attached to your Vehicle and you cannot transfer the NissanConnect Services 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 subscription plan may vary depending on the model and grade of your car. Some Packages are offered a trial period begins on the Vehicle delivery date (the "Trial Period"). To learn more about subscription plan of your vehicle model, Please visit our website at (<https://en.nissan.co.th/aftersales/owner-benefits/nissanconnect-services.html>)

Your use of the NissanConnect Services continues for the period specified in your subscription plan unless it is terminated by you or by us pursuant to these Terms. To ensure your continuation of the service, you

will need to ensure the payment of renewal fee if any (please refer to our website for subscription package announcements (<https://en.nissan.co.th/aftersales/owner-benefits/nissanconnect-services.html>)).

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 (including eCall) AT THE END OF THE PERIOD

If you are the second or subsequent owner of the Vehicle, then the packages initially offered as the Trial Period will remain available for remainder of the Initial Subscription Period.

2.2. Your Termination Rights. You can terminate your subscription to NissanConnect Services package at any time via the NissanConnect Services App or by contacting us.

If you terminate a subscription before the end of the subscription period:

- For a package is offered the Trial Period, you will stop benefiting from the services with immediate effect.
- For a paid package after the retraction period, termination will come into effect at the end of the current billing period and you will continue to benefit from the services until then.

2.3. Our Termination and Suspension Rights.

We may terminate your NissanConnect Services 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 will end. This means that we can decide to cease providing the NissanConnect Services 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 in the event of termination of any agreement between us and any Service Provider on which we are dependent to provide the NissanConnect Services, we will use our best endeavours to give you the 30-day notice mentioned above.

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

In such events, we might refund subscription fees paid or provide credits on a pro-rata basis from the date of the termination of these Terms or for the period of the suspension of the NissanConnect Services.

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

We also reserve the right, at our sole discretion, to stop offering the NissanConnect Services to new customers and not to accept the renewal of your NissanConnect Services 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, we ask you to notify us by contacting Nissan Customer Service or by removing the Vehicle directly from your NissanConnect Services 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 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 related to the Vehicle, the new owner's profile will overwrite your profile and your NissanConnect Services subscription will automatically end.

You cannot transfer your NissanConnect Services to another vehicle. The NissanConnect Services remain attached to the Vehicle (similar to the warranty). If you sell your Vehicle (or returned it at the end of a lease) without having terminated 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 Services 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 to benefit from Nissan's Connected Services offerings.

In case you transfer the ownership of the Vehicle to another person, you are responsible for informing the other driver or the transferee, as the case may be, about the NissanConnect Services and the associated data collection, use, processing, disclosure and transmission or transfer overseas.

3. FEES, PAYMENT, BILLING AND TAXES POLICY

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

Payment, billing and taxes policy for the NissanConnect Services are available on Nissan Store as applicable

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

4. PERSONAL DATA, DATA PROTECTION

4.1. General. Nissan respects and upholds your rights under Personal Data Protection Act, B.E. 2562 (2019). 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, which might include personal data. By subscribing to and/or using NissanConnect Services, you also consent to the collection and use of personal data by us for the purposes set out in these Terms. 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 you have subscribed to and your use of the NissanConnect Services. We collect data you provide in connection with your NissanConnect Services 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 and statistical purposes, we may collect data regarding your use of the NissanConnect Services, 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.

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, we will use the personal data for:

- providing you with the NissanConnect Services;
- managing your subscription to the NissanConnect Services 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 such as eCall (Automatic Collision Notification (ACN)/ Airbag Deployment or SOS Call Button (SOS)) functionalities;
- ensuring roadside assistance;
- helping you save energy; and
- provide you with customer assistance in case of issues and claims with regards to NissanConnect Services.

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;

- answering your questions and addressing your complaints;
- evaluation and statistical purposes, market research and for other research and development purposes;
- infrastructure planning (such as charging stations);
- to detect or prevent the abuse of the NissanConnect Services by you, any other occupant of the Vehicle or any other third parties; and
- to ensure security of the infrastructure of the NissanConnect Services.

Subject to your prior express consent, we will process the personal data collected when using the NissanConnect Services 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 dealership;
- customise the NissanConnect Services for individual subscribers or groups of subscribers;
- planning a trip as per your request; and
- to the extent necessary to provide NissanConnect Services 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, in order to fulfil our obligations, for the following purposes:

- eCall (automatic emergency dial-in in the event of Automatic Collision Notification (ACN)/ Airbag Deployment or SOS Call Button (SOS) , with processing of information such as location)
- Compliance with specific laws in the country of use of NissanConnect Services

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 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 may use additional terms and conditions regulating to the use of your personal data. Nissan 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. 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 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-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 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 Thailand.

As a result of the above purposes, your personal information **will be transferred to and processed by Nissan 's affiliates and their Service Providers not only inside, but also outside Thailand. 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 Thailand. The data protection laws of any such third countries might not offer the same level of data protection as in Thailand. 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 Thailand, 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.**

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, Nissan 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.

Usage data.

As an exception to the above storage period, usage data will not be stored for longer as long as your account is active, once the account is terminated usage data would be deleted also.

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 90 days after being received by the relevant data centre used by Nissan.

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 are used, or within the framework of a claim relating to NissanConnect Services.

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 App** or contact the local contact centre of Nissan.

Alternatively, you can contact our Data Protection Officer at the following email address: dpo@nissan.co.th

4.10 Data Privacy Policy.

The ways we gather, use, disclose and manage your personal data are described in the Nissan's Data Privacy Policy at <https://en.nissan.co.th/legal-and-privacy.html> The Nissan's Data Privacy Policy shall be deemed an integral part of these Terms.

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 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 as a part of or in conjunction with the NissanConnect Services, 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, platform or software provided by Nissan or its Service Providers for receiving or operating or using in connection with, the NissanConnect Services (collectively, "**Equipment Technology**"). You must not (nor attempt to):

- modify, alter, tamper with, repair or otherwise create derivative works of any Equipment Technology;
- apply to any other process or procedure to derive the source code of any Equipment Technology; or
- access or use the Equipment Technology in a way intended to improperly avoid incurring fees (or exceeding usage limits or quotas).

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. Any and all software contained in your Vehicle is licensed solely for use in conjunction with the NissanConnect Services. Furthermore, any and all data and other content of the NissanConnect Services are protected by copyright and other intellectual property laws and all ownership rights remain with Nissan and its Service Providers. You may use the Equipment Technology only for your personal, non-commercial use in connection with the NissanConnect Services.

5.2. Trademarks. NissanConnect Services and the Nissan 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 or such app or websites nor these Terms 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 will inure to our benefit.

5.3. Global Positioning System. Your NissanConnect Services work using wireless communication networks and the Global Positioning System ("**GPS**") satellite network. NOT ALL NISSANCONNECT

SERVICES 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 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 app.

6. YOUR RESPONSIBILITIES

6.1. Maintaining Your Account. Your receipt of the NissanConnect Services is dependent upon your activation of the NissanConnect Services 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 App.

You warrant that the information you have provided to Nissan during registration and at all other times is true, accurate, current, and complete. You hereby undertake to immediately inform us of any change of information that you have provided to us. By using the NissanConnect Services in connection with your smartphone, you agree that we may communicate with you regarding the NissanConnect Services by various electronic means to your smartphone for the purpose of providing the NissanConnect Services and obtaining information about your usage of the NissanConnect Services.

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 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. You agree to be responsible for all activities that occur with respect to your accounts or passwords.

6.3. Proper Use of the Services. You promise not to use any NissanConnect 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 and you cannot use any content you receive through the NissanConnect Services for commercial purposes.

If you learn that the NissanConnect Service have been used in breach of the Terms or that an unauthorized third party has carried out any illegal activity on the mobile network provided for the NissanConnect

Service, you must inform Nissan accordingly without delay by using one of the methods made available to you by Nissan.

6.4. Safeguarding and Use of Others' Information. Certain information you receive through your NissanConnect Services 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 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 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. You promise to educate and inform all users and occupants of your Vehicle about the NissanConnect Services and system features and limitations, the terms of the Terms. 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 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.

6.6 Compliance with law. You are solely responsible for complying with all applicable laws, including traffic laws. The Application and NissanConnect Services which we permit you to use do not release you from your obligation and responsibility to comply with all applicable laws, including but not limited to any traffic laws.

7. SPECIAL NOTICES

7.1. Software, Hardware and Equipment Updates. The NissanConnect Services 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 system in your Vehicle. We are not responsible for lost data. You do not own the NissanConnect Services software or acquire any rights to use or modify the NissanConnect Services 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.

7.3. Technology and Communications. The NissanConnect Services cannot work unless your Vehicle is in a place where mobile network carrier has coverage. The NissanConnect Services 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 hardware as well.

7.4. Telecommunications/GPS Changes. The NissanConnect Services 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 system changes in a way that results in incompatibility of those technologies with the NissanConnect Services system, then the NissanConnect Services might not work and we may be forced to terminate your NissanConnect Services. 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. 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, you also agree to be bound by those additional terms and conditions. Nissan makes no representations regarding the availability of any applications or of the content you select when using the NissanConnect Services 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 or your Vehicle's navigation system. Nissan 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. Nissan 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 to you at any particular time or place, or that may impair the quality of the NissanConnect Services. 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 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 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 your Vehicle must have a working electrical system including, in case of an electro vehicle, adequate battery power. The NissanConnect Services 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).

7.11 Errors. You agree to inform Nissan immediately when you become aware of any errors, malfunction, loss or any other issues relating to the functionality of the TCU, the NissanConnect Services App or the NissanConnect Services.

7.12 Data Transmission. You acknowledge and agree that communication and transmission of information using the Internet can never be completely secure or private. Any information that you send using the NissanConnect Services App may therefore be read or accessed by others even if that transmission is encrypted.

8. WARRANTIES & LIABILITY

8.1 Specific Functions of the NissanConnect Services

8.1.1 eCall. When we receive an emergency signal due to Automatic Collision Notification (ACN)/ Airbag Deployment or SOS Call Button (SOS) from your Vehicle, as part of the NissanConnect Services, we will first attempt to verify your emergency, and if appropriate, contact third party emergency responders to respond to your emergency as well as the emergency contact you have last provided. You may be charged for emergency assistance expenses (if any) from the third-party emergency responders. You agree that Nissan does not make any guarantees about the manner, timeliness, or outcome of such a third-party response or even whether third party emergency responders will in fact respond to your emergency in a timely manner or at all.

8.1.2 Remote Engine Start. This feature allows you to remotely start or stop your engine using the application even if you are far away from your vehicle. Once Remote Engine Start is activated, your vehicle will run for 10 minutes. If you haven't driven away by the time that period lapses, your engine will shut down automatically. To enable this, you will be asked to provide a 4-digit passcode every time you use this feature. If you are using device authentication offered by iOS/Android, you can use FaceID in lieu of the passcode.

8.1.3 Remote Lock/Unlock. This feature allows you to remotely check lock status, enable lock and unlock your car doors using the application even if you are far away from your vehicle. Depending on your vehicle, the doors will automatically relock if a door has not been opened within a minute after a successful remote unlock request. To use this feature, you will be asked to provide a 4-digit passcode every time you use this feature. If you are using device authentication offered by iOS/Android iOS, you can use FaceID in lieu of the passcode.

8.1.4 Remote Horn and Light. This feature allows you to remotely flash the headlight and sound the horn of your vehicle for approximately 15 seconds using the application even if you are far away from your vehicle. This feature may be subject to state or local regulations governing noise in the location of your vehicle (i.e., private area, hospitals, etc.)

8.1.5 MyCarFinder. This feature allows you to locate the last location of your parked vehicle using the application. The device communicates through a cellular network, and location accuracy may be subjected to the signal strength.

8.1.6 Vehicle Health Report. This feature allows you to review the overall condition of your vehicle and receives alerts if there are ongoing issues. For example, the application may provide warnings about the tire pressure, anti-lock brakes, brake warnings, oil pressure, vehicle airbags and engine malfunction indicator lamp (MIL). You will receive notification in your mobile phone through the application when these events occur. You acknowledge that these warning messages are intended for information purposes only and may not be relied upon with absolute certainty to detect the absence or presence of any defects with the Vehicle. Absence of any warning provided through the Application does not entail that the relevant parts and components of your Vehicle are functioning properly.

8.1.7 Driving/ Journey History. This feature allows you to view driving statistics of your vehicle such as the total number of trips, total distance travelled and total time the vehicle has been driven. You acknowledge that these statistics may not always be accurate and should not be used for purposes which may not comply with all applicable local laws.

8.1.8 Vehicle Alerts and Notifications. The Application will permit you to set zone alerts which will notify you if the Vehicle is used outside of certain predetermined zones. Further, you will be able to set a speed alert to notify you if a pre-set speed is being exceeded by the driver. In addition, you will be able to set a maintenance alert or reminder to notify you if your vehicle is due for preventive maintenance service based on the mileage or date that you've set, whichever comes first. Finally, the Application allows you to set a curfew alert, which will notify you if the Vehicle is being used outside of certain pre-set time slots. You acknowledge that these alerts may not always function as intended and may not be relied upon by you. Utilizing any alerts provided by the Application does not absolve you from complying with all applicable local laws.

8.1.9 Theft/Burglar Alert. The Application contains certain features which are designed to notify you of the relocation or any disturbance of your Vehicle while ignition is off. You acknowledge that these functions cannot accurately predict if your Vehicle has indeed been stolen, towed or disturbed. You further agree that you will not rely on the Application as a substitute for all other appropriate measures which should reasonably be taken by you in order to avoid theft.

The availability of the above services may depend on your subscription package and model. For further information contact our dealers or refer to our website (<https://en.nissan.co.th/aftersales/owner-benefits/nissanconnect-services.html>)

8.2. No Warranties. Except for the express warranties set out herein, the NissanConnect Services App and the NissanConnect Services are provided "as is" and on an "as available" basis and to the maximum extent permitted under applicable law, we disclaim all warranties, whether express, implied, statutory or other, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and all warranties arising from course of dealing, usage or trade practice. Without limitation to the foregoing, we provide no warranty or undertaking, and make no representation of any kind that the NissanConnect Services, the NissanConnect Services App, or any of the third party services will meet your requirements, achieve any intended results, be compatible or work with any other software, applications, systems or services, operate without interruption, be available or operate in all geographic areas, meet any performance or reliability standards or be error free, or that any errors or defects can or

will be corrected. 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.

8.3 No Reliance. You expressly acknowledge and agree that the use of or any reliance upon any information or content available through your use of the NissanConnect Services is solely and completely at your own risk and responsibility, and that this information or content may not always be accurate. It is your sole responsibility to ensure that you (and/or any other user or occupant of your Vehicle) exercise good judgment and obey traffic rules and all other applicable

laws and regulations when operating your Vehicle, accessing and/or using the NissanConnect Services, permitting others to use your Vehicle and/or evaluating whether the use of any of the NissanConnect Services features are safe and legal under the circumstances. The safety score, diagnostic data, and mechanics hotline service features are for informational purposes only, are designed to help identify the likely source of a problem based on the diagnostic codes triggered and are not intended to replace actual in-person service evaluations.

8.4 Limitation of Liability. We are not liable to you for any damage of whatever nature, injuries to persons or property arising out of or relating to your, the occupants', or your Vehicle's use of the NissanConnect Services or the NissanConnect Services App. We are similarly not liable for any damages caused by your own fault, such as when you have not correctly provided us with any information required, your failure to inform us of any changes to information, or your use of the NissanConnect Services not in accordance with the Terms and the Manual provided. Further, Nissan accepts no liability in connection with any interruptions to the network connection. Under no circumstances shall Nissan or its affiliates, dealers, contractors, employees, agents, or third-party vendors, partners, licensors, or suppliers be liable for any special, indirect, incidental, consequential, punitive, reliance, or exemplary damages arising out of or relating to these Terms or resulting from your use of or inability to use the NissanConnect Services, or any other interactions with Nissan.

8.5 Further Limitations of Liability. You acknowledge that the NissanConnect Services and the NissanConnect Services App have not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that their features and functions meet your requirements. We will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow any of our instructions or to have in place the minimum system requirements advised by us.

8.6 Indemnification. You agree that you will indemnify, defend, and hold Nissan harmless from and against any and all amounts anyone else claims from us, plus any and all costs and expenses we may incur (including attorneys' fees) as the result of any claim, demand, or action alleging loss, costs, expenses, damages, or injuries arising out of or in connection with (i) the use, failure to use, or inability to use the NissanConnect Services by you, the occupants of your Vehicle, your employees, or third parties, except where the claims result from the gross negligence or willful misconduct of Nissan; (ii) the use or possession of data or information provided in connection with the NissanConnect Services; or (iii) claims for libel, slander, or any property damage, personal injury, or death, arising out of or related in any way, directly or indirectly, to the Terms.

9. General

9.1. 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 Thailand 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 shall be subject to the exclusive jurisdiction of the courts of Thailand.

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

9.3. This is the Entire Agreement. These Terms (and any other Nissan 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. For an avoidance of doubt, NissanConnect Terms of Use shall not be superseded by These Terms. If any part of these Terms is considered invalid by a court or arbitrator, the rest of it will remain enforceable. Even after these Terms 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 these Terms, 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.

END of Terms and Conditions