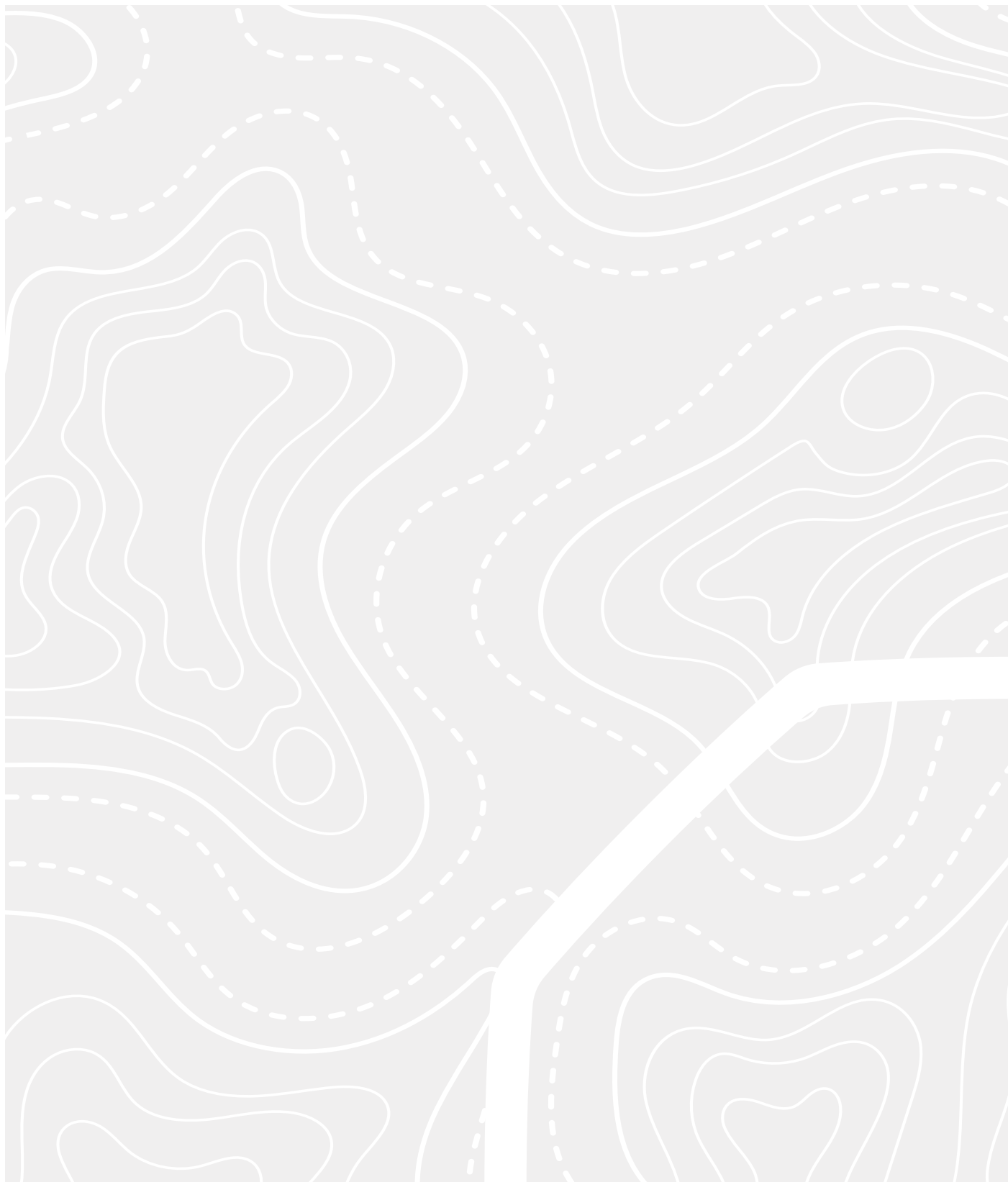




Take Charge

End User License Agreement (EULA)

AUSTRALIA



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The following terms and conditions apply to your use of the iSMART app (the “App”) and those functions of the receiver built into your vehicle (the “Receiver”) that interact with or are controlled by the App (together the “Services”) provided by SAIC Motor Australia Pty Ltd ABN 30 608 096 519, a proprietary limited company under the laws of Australia, having its registered office at Level 19, 100 Arthur Street, North Sydney NSW 2060, Australia (“SAIC”). By accepting this EULA you accept the following licence terms:

1 SERVICE

SAIC provides you the Services to enable specific functionalities of your SAIC vehicle, e.g. remote control of your vehicle functions, enhanced navigation services, voice control of your audio-visual and navigation system and access to third-party services (the “**Third-Party Services**”). To use the Services, including the Third-Party Services, you will have to connect the App to the Receiver:

2 REPRESENTATION

In case you are acting on behalf of your employer or any other third party (the “**Represented Party**”), this EULA is concluded between the relevant Represented Party and SAIC. Moreover, you agree that the Represented Party is responsible for your compliance with this EULA as well as that SAIC may enforce this EULA also directly against you. If you enter into this EULA on behalf of Represented Party, you warrant that you have the authority to do so.

3 GRANT OF LICENCE

Subject to compliance by you with your obligations under this EULA, SAIC grants to you a limited, non-exclusive, non-transferable licence, without any right to sublicense, to use the Services. The Services are provided to you on a revocable, non-transferable, non-exclusive and free of charge basis. You may only use the Services for your personal use and/or use of the Represented Party (where applicable), in particular to install the App on your device and use the App solely in combination with the Receiver. If any software is provided as part of the Services, you are only entitled to use the binary form of such software and have no right to receive the source code. If upgrades, updates or supplements to the Services are obtained or made available to you, the use of such upgrades, updates or supplements are subject to this EULA unless other terms accompany such upgrades, updates or supplements in which case those terms apply. All other rights not specifically granted under this EULA are reserved by SAIC.

4 SAFETY

The Services are intended to be used for providing information and services related to your vehicle only and are not intended to be used as a safety-related tool and cannot warn you about all dangers and hazards with respect to the usage of vehicles. Therefore, it remains your duty to treat your vehicle in a careful and safe manner (paying all due care and attention to your vehicle). It is your responsibility not to use the Services in a manner that would distract you from driving safely.

5 UPDATES AND CHANGES TO THE SERVICES AND THESE TERMS

SAIC reserves the right, with or without notice, to discontinue, update, modify, upgrade and supplement the Services. SAIC is entitled to amend this EULA, provided that the changes are reasonable for you. SAIC will endeavour to notify you of the changes a reasonable time before they come into force, by means of a notification by e-mail and/or notification via the Service. If you object to the changes, then you may terminate this EULA by deleting your user account as described in clause 13. If you do not delete your account as described in clause 13 within one month of notification of the changes and continue to use the Services, you are deemed to have agreed to the changes.

6 RESTRICTIONS

You are prohibited from renting, lending, public presentation, performance or broadcasting or any other kind of distribution of the Services. You will not, and you will not allow any person to, copy or modify the Services or any part thereof or to reverse engineer, decompile or disassemble the Services except as strictly necessary to install the App on your device. You may not use the Services in connection with any illegal, fraudulent, dishonest or unethical activity or behaviour, nor use the Services to store or transmit malicious code, interfere with the integrity or performance of the Services or attempt to gain unauthorised access to the Services and/or any systems or networks connected thereto. You shall keep your login credentials secure and confidential. You will be responsible for any access to or use of the Services via your user account if you allow your access credentials to be accessible by any other person (including by failing to adequately safeguard them).

7 OWNERSHIP

All intellectual property rights related to the Services are owned by SAIC and/or its suppliers or licensors.

8 LIMITED WARRANTY

You acknowledge that the Services have not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the facilities and functions of the Services meet your requirements. To the extent permitted by law and subject to clause 9, SAIC provides the Services "as is" and, therefore, does not and cannot warrant that the Services operate uninterrupted or error-free. You should be particularly aware of the fact that calculation errors may occur when using software and systems which may, for example, be caused by local environmental conditions and/or incomplete data. SAIC does not warrant that the Services are capable of interoperating with any other system, device or product (e.g. software or hardware).

9 NON-EXCLUDABLE GUARANTEES

Nothing in this EULA excludes, limits or modifies any terms, conditions, guarantees, warranties or representations conferred by the Australian Consumer Law or any other applicable law that cannot be excluded, limited or modified. To the extent permitted by law, SAIC's liability for a breach of a non-excludable guarantee is limited, at SAIC's option, to: (a) in the case of goods, the replacement of the goods or the supply of equivalent goods, the repair of the goods, payment of the cost of replacing the goods or of acquiring equivalent goods, or payment of the cost of having the goods repaired; and (b) in the case of services, the supplying of the services again or payment of the cost of having the services supplied again. Subject to this clause and to the extent permitted by law, SAIC excludes all liability whatsoever, whether under statute, under contract, for negligence or other tort, or otherwise, arising out of, in relation to or in connection with the Services or their supply or use (including for equipment failure or malfunction or destruction of data), and SAIC excludes all terms, conditions, guarantees, warranties and representations implied or imposed by statute, law or other source external to this EULA (including as to the description, acceptable quality or fitness for purpose of the Services).

10 LIMITATION OF LIABILITY

Subject to clause 9, SAIC's aggregate liability shall at all times be limited to an amount of AUD \$100. To the extent this limitation is not upheld, SAIC's aggregate liability shall be limited to the amount that its insurers actually pay out for damages caused. Neither party will be liable for any indirect, special, incidental, economic or consequential loss or damage, or any loss of revenue, income, profits, data, goodwill, business, opportunities or anticipated savings, arising out of, in relation to or in connection with any use of the Services.

11 APP STORE TERMS

If you obtain access to or download the App through a third-party app store, the third-party operator of such app store may have additional terms to which you agree. Nothing in this EULA shall be interpreted as limiting such additional terms, in particular the Apple Media Services Terms and Conditions and the Google Play Terms of Service (as applicable). If the App is downloaded using the Apple app store, the parties acknowledge and agree in accordance with Section 10 of Apple's Instructions for Minimum Terms of Developer's End-User License Agreement, that Apple and Apple's subsidiaries are third-party beneficiaries under the EULA, and that Apple shall have the right, as a third-party beneficiary, to enforce provisions of this EULA against you.

12 THIRD-PARTY SERVICES

SAIC is not responsible for the contents of any Third-Party Services, in particular any links contained in Third-Party Services, or any changes or updates to Third-Party Services which are delivered by the Services or otherwise. SAIC is providing these links and access to Third-Party Services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by SAIC or any third parties of the Third-Party Services. Any use by you of such Third-Party Services and the manner in which you use such Third-Party Services shall be your responsibility and at your risk. You warrant that you will use such Third-Party Services in accordance with any third-party terms and conditions as applicable.

13 TERM

This EULA continues in force and effect until terminated. You may terminate this EULA at any time by deleting your user account. SAIC reserves the right to discontinue the Service or terminate this EULA by giving 3-months' notice. Without prejudice to any other rights, SAIC may immediately terminate this EULA if you fail to comply with any of its terms or conditions. The provisions of this EULA which by their nature are intended to survive termination will remain in effect after termination of this EULA.

14 SALE OF THE VEHICLE

If you sell the vehicle you are obliged to reset the Receiver and delete all data stored therein before you deliver the vehicle to the new owner.

15 NO AGREEMENT AT THE EXPENSE OR FOR THE BENEFIT OF THIRD PARTIES

This EULA is concluded between you and SAIC and (subject only to clause 11) does not create any obligations for or rights of third parties, in particular with regard to warranty, liability, maintenance and service.

16 MONITORING

You acknowledge that the Services may include features that allow SAIC to remotely and automatically identify, track, and analyse certain aspects of the use and performance of the Services (**Monitoring**). This Monitoring may include collecting data to detect modifications or hacks to the mobile app and to assess usage patterns and performance metrics. Monitoring will be conducted solely to ensure the integrity of the app, improve the Services, and provide you with the functionality you have requested. SAIC is committed to protecting your privacy and will maintain in confidence all information obtained through Monitoring, implementing robust security measures to protect your data. You hereby provide explicit consent to any Monitoring, both for yourself and on behalf of any users of the Services authorised by you.

17 SEVERABILITY

If any part of this EULA is held to be invalid or unenforceable, the remainder of the EULA shall nonetheless remain in full force and effect. If, but for this clause, a provision of this EULA would be deemed “unfair” within the meaning of Part 2-3 of the Australian Consumer Law: (1) such provision will be construed, as nearly as possible, to operate without the parts of that provision that cause it to be unfair and, if that is not possible, such provision will be of no effect; and (2) the balance of this EULA will continue unaffected.

18 CHOICE OF LAW AND VENUE

The laws of New South Wales, Australia apply to and govern this EULA. The exclusive jurisdiction to settle all disputes between you and SAIC arising in relation to or under the EULA between you and SAIC rests with the competent Courts of New South Wales, Australia, and the courts of appeal from those Courts.

19 ASSIGNMENT

You may not assign your rights under this EULA without the prior written consent of SAIC, and any purported dealing in breach of this clause is void and of no effect. SAIC may assign its rights under this EULA, or require the novation of this EULA, to a person who assumes all of SAIC's obligations under this EULA by written notice to you (which may be provided through the App), upon receipt of which you must execute any documentation required by SAIC to effect such assignment or novation. You acknowledge and agree that SAIC may subcontract the performance of all or part of its obligations under this EULA.

20 ENTIRE AGREEMENT

This EULA contains the entire understanding between the parties as to the subject matter of this EULA. To the extent permitted by law, all previous negotiations, understandings, representations, warranties or commitments concerning the subject matter of this EULA are merged in and superseded by this EULA and are of no effect, and neither party is liable to the other in respect of those matters. Nothing in this clause excludes, limits or otherwise modifies any non-excludable rights arising under the Australian Consumer Law.

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