

**Notice to dealers:**

The attached **InControl Terms and Conditions** and **InControl Privacy Policy** apply to the following services:

1. Land Rover InControl Protect
  - InControl Remote Smartphone App (Remote Essentials and Remote Premium features)
  - SOS Emergency Call
  - Optimised Land Rover Assistance
2. Land Rover InControl Secure
3. "Live" Service
4. My Land Rover InControl website

When selling a vehicle equipped with InControl please follow the steps listed below:

- **Print two copies** of this document containing the InControl Terms and Conditions and InControl Privacy Policy. **Remove this cover notice.**
- Ask the customer to **confirm their agreement** to the InControl Terms and Conditions and InControl Privacy Policy by reading the document and **signing page 16.**
- Give one signed copy of the document to the customer and keep the other signed copy with the customer's file.

Please note that changes to the InControl Terms and Conditions and/or Privacy Policy may be required e.g. if additional features are added. If changes are required, an updated version will be uploaded onto the Dealer Communications Portal.

**Last updated: May 2018**



ABOVE & BEYOND

**InControl Package Terms and Conditions**  
Effective as of 5 February 2017

**1. Definitions**

1.1 When the following words are used in these Terms, this is what they will mean:

- (a) **"InControl Connectivity Services"** means the transmission of data, SMS and Voice by the Network Provider to and from the installed and activated Telematics SIM in the Vehicle in relation to the "SOS Emergency Call" service, the "Optimised Land Rover Assistance" service, and the "InControl Secure" service or the services provided via the InControl Remote Smartphone App;
- (b) **"InControl Package"** means the InControl Services, the InControl Remote Smartphone App and the My Land Rover InControl website;
- (c) **"InControl Remote Smartphone App"** means the mobile phone application which you have downloaded from the Online Store (as defined in clause 2.1 below) and which enables you to use the "Remote Essentials" features and, depending on your subscription, the "Remote Premium" features;
- (d) **"InControl Services"** means the "InControl" services which may (depending on your vehicle model and subscription) include: (i) the services provided via the InControl Remote Smartphone App and the My Land Rover InControl website; (ii) the "SOS Emergency Call" service (including the InControl Connectivity Services); (iii) the "Optimised Land Rover Assistance" service (including the InControl Connectivity Services); (iv) the "InControl Secure" service (including the InControl Connectivity Services); and (v) the "Live" service;
- (e) **"Live Features"** means the features that are available via the "Live" service, including all software, images, text, data and other content forming part of or relating to those features;
- (f) **"My Land Rover InControl website"** means the website from which you can access your InControl Services account and use certain InControl Services;
- (g) **"Mobile Network"** means the mobile telecommunications network(s) across which the InControl Services are provided;
- (h) **"Network Provider"** means the Mobile Network operator that is providing the InControl Connectivity Services or the Mobile Network operator that is providing connectivity for the "Live" service and Wi-Fi Hotspot, as applicable;
- (i) **"Personal SIM"** means the Subscriber Identity Module card, which is fitted into the Vehicle to enable transmission of data for the "Live" and Wi-Fi Hotspot. The Personal SIM is either supplied with the Vehicle or separately purchased and supplied by you, depending on specification for your Vehicle model and country;
- (j) **"SIMs"** means the Telematics SIM and the Personal SIM;

- (k) **“Telematics SIM”** means the Subscriber Identity Module card which is fitted into the Vehicle to enable the InControl Connectivity Services;
- (l) **“User”** means any individual who uses the InControl Package (or any part of it) including any occupant of the Vehicle;
- (m) **“Vehicle”** means the vehicle in respect of which there is a current and valid subscription for the InControl Services;
- (n) **“Voice”** means connectivity for voice calls made from a Telematics SIM by you to the emergency services and/or the roadside assistance service providers and/or other service providers of ours as notified by us to you from time to time or voice calls received by such a Telematics SIM from the emergency services and/or such service providers;
- (o) **We/us/ours** means Land Rover (which is a trading name of Jaguar Land Rover Limited (company number 1672070) with registered office Abbey Road, Whitley, Coventry, CV3 4LF);
- (p) **You/your** means the person, firm, company, or organisation that is the owner of the Vehicle and/or purchaser of the InControl Package.

1.2 When we use the words "writing" or "written" in these Terms, this will include e-mail unless we say otherwise.

**2. IMPORTANT: PLEASE READ THESE TERMS CAREFULLY AND MAKE SURE YOU UNDERSTAND THEM BEFORE SIGNING BELOW. IN PARTICULAR YOUR ATTENTION IS DRAWN TO THE CONDITIONS OF USE IN CLAUSES 6 AND 8 AND OUR LIMITATIONS OF LIABILITY IN CLAUSES 11 AND 12..**

2.1 Your acceptance of these terms and conditions (**“Terms”**) forms a legal agreement between you and us. We licence the use of the InControl Package to you and any other Users on the basis of these Terms and subject to any rules and policies applied by the relevant mobile phone application provider from whose site (**“Online Store”**) you download the InControl Remote Smartphone App or the relevant provider of any Live Feature. If any open-source software is included in the InControl Remote Smartphone App or the Live Features, the terms of an open-source licence may override some of these Terms.

**Fleet Vehicles**

2.2 These Terms also apply to you if you are the user of an InControl-equipped Vehicle that is part of a “fleet.” A fleet is a group of Vehicles that are maintained, owned or leased by a business or other entity and not by an individual or family. For example, this may include a rental Vehicle provided to you by a rental company, a Vehicle made available to you by your employer, or a Vehicle made available to you by us or our authorized dealers and / or authorized repairers on a temporary loan basis. By using InControl Services (including by driving a fleet Vehicle with active InControl Services), you accept and agree to be bound by these Terms and our Privacy Policy, even if you did not personally purchase or lease the Vehicle or order InControl Services.

2.3 IF YOU DO NOT AGREE TO THESE TERMS, WE WILL NOT LICENCE THE USE OF THE INCONTROL PACKAGE TO YOU.

2.4 A copy of the current version of these Terms can be found on the My Land Rover InControl website.

### **3. Changes to these Terms and the InControl Package**

3.1 We may change these Terms at any time by sending you an e-mail with details of the change or notifying you of a change when you next start the InControl Remote Smartphone App or log onto the My Land Rover InControl website. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of the InControl Package.

3.2 From time to time updates to the InControl Remote Smartphone App may be issued through the Online Store and a notification to the device upon which you have installed the InControl Remote Smartphone App. Depending on the update, you may not be able to use the InControl Remote Smartphone App until you have downloaded the latest version of the InControl Remote Smartphone App and accepted any new terms.

3.3 We may make changes to the InControl Services in the following circumstances:

- (a) where there is a change to our service providers; and/or
- (b) where there is a regulatory change or a change in law which requires us to make changes to the InControl Services; and/or
- (c) to amend functionality and to make improvements to the InControl Services.

Any such changes will be notified to you by e-mail.

3.4 If you are a consumer, you may terminate your InControl Services in the event that any changes to these Terms or the InControl Package are to your material disadvantage. In such circumstances, if you are the first owner of your Vehicle, you must notify the authorised Land Rover dealer from whom you purchased or leased your Vehicle who will refund to you any amounts paid by you in advance for InControl Services that you have not yet received.

### **4. Period during which we will provide the InControl Services**

4.1 Once the set-up of your InControl Services account is complete, we will send a confirmation e-mail to you to advise you that the InControl Services have commenced. Please note that the "SOS Emergency Call" service will be active before set-up of your InControl Services account but on a limited non-personalised basis.

4.2 The provision of InControl Services will end on the expiry date of your current subscription period ("**End Date**") unless you choose to renew (as described in clause 4.3) beyond the End Date or the InControl Package is terminated earlier by either us or you in accordance with clauses 14 or 15. In the case of "SOS Emergency Call", "Optimised Land Rover Assistance" and "InControl Secure", the End Date is shown on the My Land Rover InControl website.

- 4.3 You will be able to renew the InControl Services through the My Land Rover InControl website or by visiting one of our authorised Land Rover dealers. Information on how to renew your InControl Services will be made available on the My Land Rover InControl website.
- 4.4 Please be aware that your access to and use of “SOS Emergency Call”, “Optimised Land Rover Assistance” and “InControl Secure” will end automatically if you remove your Vehicle from your InControl Services account.
- 4.5 IF YOU NO LONGER OWN OR USE YOUR VEHICLE (FOR EXAMPLE, IF YOU SELL THE VEHICLE, YOUR LEASE EXPIRES, OR THE VEHICLE IS LOST OR STOLEN AND NOT RECOVERED) YOU MUST REMOVE YOUR VEHICLE FROM YOUR INCONTROL SERVICES ACCOUNT. This can be done through My Land Rover InControl website. If you do not remove your Vehicle, you will remain responsible for all charges, if any, for any InControl Services incurred in connection with the Vehicle. It is your responsibility to remove all data and content (including any personal information), if any, that you may have stored on your Vehicle and the InControl Package before you sell or transfer your Vehicle, to the extent permitted by the equipment. When you handover the Vehicle you must inform the recipient if any InControl Services or features remain active, and you must make them aware that those InControl Services or features involve the collection, use and sharing of data as described in these Terms and our Privacy Policy.

## 5. Your personal information

- 5.1 The terms of our privacy policy as attached and as updated from time to time, available on the My Land Rover InControl website (“**Privacy Policy**”) form part of these Terms and apply to your use of the InControl Package. Please read it carefully.
- 5.2 In order to provide you with the InControl Services it is necessary for us and our service providers to make use of location data sent from your Vehicle. We will always track the last parked location of the Vehicle (and such functionality cannot be switched off by you), however, you can turn off the journey tracking functionality (“**Journeys**”) of the InControl Services at any time via the My Land Rover InControl website and the InControl Remote Smartphone App which will prevent any of the “Journey Information” (as defined in the Privacy Policy) from being sent from the Vehicle (except for the last parked location of the Vehicle). If, however, the “SOS Emergency Call”, the “Optimised Land Rover Assistance” or the “InControl Secure” function is activated, real-time location data relating to the Vehicle will be sent to the relevant service provider and/or emergency services (as appropriate) even if you have switched off Journeys. Please note that the “InControl Secure” and the “SOS Emergency Call” functions will be activated automatically upon the occurrence of a relevant trigger event such as your Vehicle being towed away with the ignition off or the deployment of your vehicle’s airbags respectively. For full details of the relevant trigger events please refer to the Vehicle handbook. By accepting these Terms, you consent to the use of the location data in accordance with the Privacy Policy. You have the right to withdraw your consent to us associating location data relating to the Vehicle with personal data that we collect from you at any time by contacting an authorised Land Rover Dealer but please note that this may mean that you will no longer be able to receive the InControl Services.

5.3 If you use the InControl Services, you consent to us using data in accordance with our Privacy Policy.

## **6. Your use of the InControl Package**

6.1 You must:

- (a) promptly set up your InControl Services account using the guidelines available on Land Rover website. The InControl Services will not be activated until the entire set up process is complete. In addition, for the “Live” service to become active you will need to complete the set up process in the Vehicle;
- (b) only use the InControl Services for their intended use and in a reasonable manner (for example, the “SOS Emergency Call” service must only be used for actual emergencies, the “Optimised Land Rover Assistance” service must only be used for actual roadside assistance needs and the “InControl Secure” service must only be used in relation to actual and/or suspected theft of your Vehicle);
- (c) comply with all applicable traffic laws and good driving practice in relation to your use of the InControl Services (including but not limited to regulations relating to the use of mobile phones in vehicles);
- (d) keep your personal information stored in your InControl Services account accurate, complete and up-to-date and keep us informed of any changes to such information as soon as possible via the My Land Rover InControl website;
- (e) keep your username, password and PINs for your InControl Services secure and confidential. Do not share your password or PINs with anyone. Neither we nor any of our service providers have any obligation to enquire about the authority of anyone using your Vehicle, password or PINs. You are responsible for the actions related to the InControl Services of every person using your credentials and unless we are at fault, we cannot be held responsible for any unauthorised use of the InControl Services;
- (f) ensure that all Users use the InControl Package in accordance with these Terms and are made aware of these Terms and the Privacy Policy (including the way in which we collect and use data from the Vehicle);
- (g) be responsible for ensuring the Vehicle is insured. The InControl Services shall in no way constitute insurance services; ensure that you turn on the “Service Mode” when your Vehicle is being serviced and turn on the “Transport Mode” when your Vehicle is being transported in order to prevent the theft alert from being activated. This can be done via the InControl Remote Smartphone App or the My Land Rover InControl website;
- (h) ensure that you turn on the “Valet Mode” on your Vehicle if you leave it with someone who you do not wish to have access to “Live” or WiFi Hotspot on the Vehicle;
- (i) be responsible for use of the ‘remember me’ function that applies to certain features of the InControl Package. This function enables you to remain automatically logged in on the

Vehicle for more convenient access to the features. Please be aware that while this function is active any other person using the Vehicle will be able to view your stored settings, apps and personal details in the Vehicle and use the InControl Services in the Vehicle as if they were you. You should ensure the 'remember me' function is disabled if you do not wish other Users to have access;

- (j) only use the InControl Connectivity Services for utilising and accessing the InControl Services;
- (k) inform us or an authorised Land Rover dealer as soon as possible if you become aware of a security breach or any unauthorised use of the InControl Services;
- (l) be responsible for all Network Provider and data plan charges relating to your Personal SIM and use of "Live" and Wi-Fi Hotspot (after any initial free trial period or inclusive data plan where applicable). This includes any Network Provider charges for international data roaming. Please be aware that a small amount of InControl Connectivity Services data will be sent over your Personal SIM when Mobile Data and/or the Wi-Fi Hotspot are enabled.

6.2 Some countries may prohibit or restrict the use of certain InControl Services (for example, the remote engine start function). You must make yourself aware of, and you must comply with, all local laws in each country in which you intend to use or are using the InControl Services.

6.3 You must not:

- (a) copy the InControl Remote Smartphone App or Live Features except where such copying is incidental to normal use of the InControl Remote Smartphone App or Live Features, or where it is necessary for the purpose of back-up or operational security;
- (b) rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the InControl Remote Smartphone App, Live Features or the My Land Rover InControl website;
- (c) make alterations to, or modifications of, the whole or any part of the InControl Remote Smartphone App, Live Features or the My Land Rover InControl website, or permit the InControl Remote Smartphone App, Live Features or the My Land Rover InControl website or any part of them to be combined with, or become incorporated in, any other programs;
- (d) disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the InControl Remote Smartphone App, Live Features or the My Land Rover InControl website or attempt to do any such thing except to the extent that (by virtue of section 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are essential for the purpose of achieving inter-operability of the InControl Remote Smartphone App, Live Features or the My Land Rover InControl website with another software program, and provided that the information obtained by you during such activities:

- (i) is used only for the purpose of achieving inter-operability of the InControl Remote Smartphone App, Live Features or the My Land Rover InControl website with another software program;
  - (ii) is not unnecessarily disclosed or communicated without our prior written consent to any third party; and
  - (iii) is not used to create any software that is substantially similar to the InControl Remote Smartphone App, Live Features or the My Land Rover InControl website.
- (e) use, or permit any other person to use, the InControl Package in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the InControl Remote Smartphone App, Live Features or the My Land Rover InControl website or any operating system;
- (f) infringe our intellectual property rights or those of any third party in relation to your use of the InControl Package (to the extent that such use is not licensed by these Terms);
- (g) use the InControl Connectivity Services in a way that could damage, disable, overburden, impair or compromise our, or the Network Provider's systems or security or interfere with other users of the Network Provider;
- (h) use the InControl Services or software in relation to Internet chat, peer to peer file sharing ("P2P"), bit torrent, or proxy server network; spamming, the sending of bulk unsolicited e-mails or commercial messages or maintaining any form of email server;
- (i) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source or object code of the SIMs or any software running on the SIMs;
- (j) resell or use the InControl Package to provide any services to third parties other than occupants of the Vehicle at the time of using the InControl Package;
- (k) use the Telematics SIM for any purpose other than for the InControl Connectivity Services and as may be specifically authorised by us from time to time;
- (l) permit the use of the SIMs, so as to cause the operation of the Mobile Network or the quality of the Mobile Network to be jeopardised, impaired or interrupted or to interfere with the integrity or security of any telecommunications or IT network or system;
- (m) otherwise use or copy the SIMs except as expressly allowed under these Terms;
- (n) use the InControl Connectivity Services in any way which involves the transmission of voice (including Voice Over Internet Protocol) other than Voice as defined above hereunder unless expressly agreed otherwise by us; or



- (o) use the InControl Services in any way, which involves providing any service that allows access to a public IP or internet address either through a proxy gateway or some other means.

6.4 You are responsible, at all times, for your own and your passengers' safety when using the InControl Package as well as for the security of your Vehicle and belongings. You must only use the InControl Services, in particular the InControl Remote Smartphone App services and Live Features, when it is safe to do so. We cannot accept any responsibility for any death, injury or damage which is caused by your failure to comply with this clause.

6.5 In using the InControl Package, you acknowledge and agree that internet transmissions are never completely private or secure. Despite the safeguards our service providers and we have in place, we are unable to guarantee that any information submitted over the internet using the InControl Services cannot be accessed or intercepted by others.

6.6 If a Personal SIM is originally supplied with the Vehicle and you choose to replace it with another Personal SIM, you will be responsible for all Network Provider and data plan charges relating to services and data transmissions enabled by that other Personal SIM.

## **7. Intellectual Property Rights**

7.1 You acknowledge that all intellectual property rights in the InControl Remote Smartphone App, Live Features and the My Land Rover InControl website anywhere in the world belong to us or are licensed to us, that rights in the InControl Remote Smartphone App and Live Features are licensed (not sold) to you, and that you have no rights in, or to, the InControl Remote Smartphone App or Live Features other than in accordance with these Terms.

7.2 Some of the software components used in the InControl Remote Smartphone App, the Live Features and the My Land Rover InControl website are open source software and the intellectual property rights in them are owned by third parties. Except in the case of such open source software components, you acknowledge that you have no right to access any part of the InControl Package in source-code form.

## **8. Availability and use of the InControl Services**

8.1 In order for you to use the InControl Services, your Vehicle must contain an embedded telematics device, which receives Global Navigation Satellite System ("GNSS") signals and uses wireless communication networks to communicate with our service providers.

8.2 Subject to clauses 8.5, 8.6 and 8.7:

- (a) the InControl Remote Smartphone App can be used in most countries if you have data roaming enabled on your device or if you are connected to Wi-Fi;
- (b) the "SOS Emergency Call" service will be available in the country for which the vehicle's specification is designed as well as in countries where the emergency telephone number

112 is supported. Note that in countries where the emergency telephone number 112 is supported only a voice call will be made and location information will not be sent.

- (c) the "Optimised Land Rover Assistance" service will be available in the country for which the vehicle's specification is designed as well as any other country covered by your Land Rover Assistance.
- (d) the "InControl Secure" service will be available in the country for which the vehicle's specification is designed as well as across Europe
- (e) the "Live" service can be used in most countries where you have a suitable data connection.

The InControl Services for your vehicle and/or device are designed to operate in the countries of the European Economic Area. You may find some InControl Services still operate outside those countries, but you should assume InControl Services will not work outside the European Economic Area.

8.3 If you have purchased the "InControl Secure" service:

- (a) in the event that your Vehicle is stolen and you use such service, you must immediately notify the police and obtain a crime reference number;
- (b) you acknowledge that such service is provided to assist you in tracking the location of your Vehicle and does not include or cover the actual recovery of your Vehicle. Accordingly, we cannot be held responsible for any damage incurred to your Vehicle pending or during the recovery of your Vehicle at the specified location;
- (c) we cannot guarantee that by using such service your Vehicle will be found and will not be responsible for the acts or omissions of the stolen vehicle tracking service provider or the police;
- (d) you acknowledge that your purchase of such service does not impose upon the police any duty of care greater than or different from that owed to the public at large; and
- (e) you will not be able to obtain the location of your Vehicle from the stolen vehicle tracking service provider.

8.4 You can select the period for which "Service Mode" or "Transport Mode" is activated. These functions will be automatically disabled once the selected period has elapsed. If your Vehicle is being serviced or transported for longer than that period, you will need to re-activate the function.

8.5 The "Optimised Land Rover Assistance" service will not be available whilst an active SOS Emergency Call is being made through the InControl Services. The "Live" service will not be available whilst an active SOS Emergency Call or Optimised Land Rover Assistance call is being made and for a short period thereafter.

8.6 If you have purchased Wi-Fi Hotspot or you use Wi-Fi Hotspot during an initial free trial period, please be aware that:

- (a) Wi-Fi connectivity may not always be available and will be dependent on the mobile signal of your Mobile Network operator;
- (b) Wi-Fi connectivity will not be available whilst any of the SOS Emergency Call, Optimised Land Rover Assistance or InControl Secure services are in use. Wi-Fi connectivity will also be unavailable for thirty minutes from the end of a SOS Emergency call and Optimised Land Rover Assistance call or until our stolen vehicle tracking service provider closes an active InControl Secure case;

some InControl Connectivity Services data will be sent over your Personal SIM when Wi-Fi connectivity is active. Following an initial free trial period (where applicable) or the expiry of an inclusive data plan (where applicable) for Wi-Fi Hotspot, you will need to purchase a data plan from your chosen Mobile Network operator in order to continue using Wi-Fi Hotspot.

8.7 The InControl Services will be provided to you with reasonable skill and care and we will use reasonable endeavours to provide the InControl Services to you 24 hours a day, 7 days a week, however you acknowledge that:

- (a) we cannot guarantee that the InControl Services (or any of their functions) or the My Land Rover InControl website will be error free or will be continuously available. The availability and functionality of any of the InControl Services will be dependent upon network coverage and other factors relating to your Vehicle. For example, the InControl Services may not be available in all areas (for example in remote or enclosed areas) and be affected by obstructions such as hills, tall buildings and tunnels. In addition, 2G and/or 3G mobile signal or GNSS (e.g. GPS) may not always be available and can therefore impact operation and availability of the InControl Services. Please refer to the Vehicle's handbook for details of some of the factors that will affect the availability and functionality of the InControl Services;
- (b) the InControl Services may not operate if your Vehicle (and the telematics control unit in your Vehicle) has not been maintained and kept in a good working condition;
- (c) the operation of the "SOS Emergency Call" service, the "Optimised Land Rover Assistance" service, and the "InControl Secure" service is dependent upon the telematics control unit in the Vehicle being fully operational. If, therefore, the telematics control unit is damaged or removed, the InControl Services will not be able to be provided;
- (d) the InControl Services may be subject to periods of disruption and/or downtime during periods of maintenance of and/or modification to the InControl Services (including any telecommunications networks).

8.8 If you are a consumer, you have legal rights in relation to services not carried out with reasonable skill and care, or software that is faulty or not as described. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office. Nothing in these Terms will affect these legal rights.

## 9. Live Apps

- 9.1 The “Live” service enables you to access Live Apps on your Vehicle. We have selected and make available the Live Apps to benefit our customers. Live Apps are accessed via our “Live” service provider’s website.
- 9.2 Live Apps are either provided by us or by our authorised third party providers. Each Live App may be subject to the relevant third party provider’s terms and conditions and privacy policies (which are separate to these Terms). Where applicable, you will need to read and accept them in order to access and use that Live App.
- 9.3 We are not responsible for any arrangements or agreements made between you and the third party app providers and they are entered into at your sole risk and expense. For example, you are responsible for payment of any charges for Live Apps that you choose to download or subscribe to.
- 9.4 The choice of Live Apps available for your InControl Package and Vehicle may be subject to change from time to time. We reserve the right to change, suspend, remove, or disable access to any Live Apps at any time without notice.
- 9.5 We cannot guarantee the accuracy, quality, performance, availability, completeness, or reliability of any Live Apps, nor that they will always be error free or up-to-date or permitted to use under local laws in all countries.

## **10. Service providers, local authorities and emergency services**

- 10.1 In order to provide you with the InControl Services, we collaborate with different service providers (including Network Providers), law enforcement authorities and the emergency services. We may change our service providers from time to time.
- 10.2 We shall not be responsible for the acts or omissions of third party service providers or for the acts or omissions of law enforcement authorities or the emergency services.
- 10.3 Except where you enter into an agreement directly with a third party service provider, you will have no legal relationship with our service providers. You will not be a third party beneficiary of any agreement between us and the service providers.

## **11. Limitation of liability if you use the InControl Package for business purposes**

- 11.1 You acknowledge that the InControl Package has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the InControl Package meets your requirements.
- 11.2 We only supply the InControl Package for internal use by your business or organisation, and you agree not to use the InControl Package for any re-sale purposes.
- 11.3 We shall not under any circumstances whatsoever have any liability (whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise) arising under these Terms or in connection with the InControl Package for:

- (a) loss of profits, sales, business, or revenue;
- (b) business interruption;
- (c) loss of anticipated savings;
- (d) loss or corruption of data or information;
- (e) loss of business opportunity, goodwill or reputation; or
- (f) any indirect or consequential loss or damage.

11.4 Other than the losses set out in clause 11.3 (for which we are not liable), our maximum aggregate liability under these Terms and in connection with the InControl Package (whether in contract, tort (including but not limited to negligence) breach of statutory duty or otherwise) shall in all circumstances be limited to a sum equal to 100% of the fees paid by you to us for the InControl Package. This maximum cap does not apply to clause 11.5.

11.5 Nothing in these Terms shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

11.6 These Terms set out the full extent of our obligations and liabilities in respect of the provision of the InControl Package. Except as expressly stated in these Terms, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the provision of the InControl Package which might otherwise be implied into, or incorporated in, these Terms whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

## **12. Limitation of liability if you use the InControl Package as a consumer**

12.1 You acknowledge that the InControl Package has not been developed to meet your individual requirements and that it is therefore your responsibility to ensure that the InControl Package meets your requirements.

12.2 Subject to clauses 12.3 and 12.5 below, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of these Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time that your InControl Package is activated.

12.3 We only supply the InControl Package for domestic and private use. You agree not to use the InControl Package for any commercial, business or re-sale purpose, and we have no liability to you

for any business losses whatsoever (including but not limited to loss of profit, loss of business, business interruption, or loss of business opportunity).

12.4 We do not exclude or limit in any way our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any other liability that cannot be excluded or limited by English law.

12.5 Our maximum aggregate liability under or in connection with these Terms and the InControl Package (whether in contract, tort (including but not limited to negligence) breach of statutory duty or otherwise), shall in all circumstances be limited to a sum equal to the fees paid by you to us for the InControl Package. This does not apply to the types of loss set out in clause 12.4.

### **13. Events Outside Our Control**

13.1 For the purpose of this clause 13 an “Event Outside our Control” means any act or event beyond our reasonable control which adversely affects your use of the InControl Package, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks or acts or omissions of any law enforcement authority or the emergency services.

13.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside our Control.

13.3 If an Event Outside our Control takes place that affects the performance of our obligations under these Terms:

- (a) We will contact you as soon as reasonably possible to notify you; and
- (b) Our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside our Control. Where the Event Outside our Control affects our performance of InControl Services to you, we will restart the InControl Services as soon as reasonably possible after the Event Outside our Control is over.

13.4 You may terminate the contract between us if an Event Outside our Control takes place and you no longer wish us to provide the InControl Services.

### **14. Termination or suspension of the InControl Services by us**

14.1 In the event that you:

- (a) breach any of these Terms;

- (b) are a consumer and you become bankrupt; or
- (c) you are a business customer and your company, firm or organisation goes into liquidation or a receiver or an administrator is appointed over some or all of its assets,

we shall be entitled to immediately terminate or suspend your use of the InControl Services (or any part thereof) without prior notice to you. You will be liable to pay the reasonable costs that we incur as a result of such breach (including any reasonable costs that we may incur in relation to any removal of the hardware that is installed in your Vehicle for the purpose of providing the InControl Services).

14.2 If you breach any of the terms contained in clause 6 above relating to the InControl Connectivity Services, our Network Provider shall be entitled to immediately suspend the InControl Connectivity Services without prior notice to you. You will be liable to pay the reasonable costs that our Network Provider incurs as a result of such breach.

14.3 We shall be entitled to immediately terminate your use of the InControl Services if we stop providing the InControl Services in your country or to our customers generally for any reason.

## **15. Termination of the InControl Services by you**

15.1 Once you have activated the InControl Services, you may only terminate your InControl Services before the End Date if:

- (a) we breach these Terms in any material way;
- (b) you are a consumer and we go into liquidation or a receiver or an administrator is appointed over our assets;
- (c) we change any of these Terms or the InControl Services to your material disadvantage, as provided in clause 3.4;
- (d) we are affected by an Event Outside our Control, as provided in clause 13.4.

If you wish to terminate under this clause, you must notify us in accordance with clause 16

15.2 When you no longer own or use your Vehicle (for example, if you sell the vehicle, your lease expires, or the vehicle is lost or stolen) you must:

- (a) remove your Vehicle from your InControl Services account;
- (b) where possible, delete your user profile and any stored settings, apps, information and personal data from the Vehicle;
- (c) where possible, ensure the 'remember me' function for certain features of the InControl Package is disabled and/or you have logged out from the features.

15.3 If you no longer own or use your Vehicle while a current subscription for the "SOS Emergency Call" service, the "Optimised Land Rover Assistance" service, and/or the "InControl Secure" service is in

effect, those services will be provided to the new user of the Vehicle for the remainder of that current subscription period, subject to the new user completing their own InControl Services account setup. To be able to use the “Live” service and Wi-Fi Hotspot, the new user will need to complete their own InControl Services account setup and have an associated data plan.

15.4 On the End Date or earlier termination of your InControl Services:

- (a) all rights granted to you under these Terms shall cease;
- (b) you will no longer be able to access or use the InControl Services; and
- (c) you must immediately delete or remove the InControl Remote Smartphone App from all devices upon which the InControl Remote Smartphone App is installed, and immediately destroy all copies of the InControl Remote Smartphone App then in your possession, custody or control.

15.5 Following the End Date or earlier termination of your InControl Package, we may delete all records and data in our possession or control relating to your InControl Services without liability to you.

## **16. How to contact us**

16.1 If you are a consumer and you have any questions or if you have any complaints, please contact an authorised Land Rover dealer.

16.2 If you are a consumer and you wish to contact us in writing you can send this to us by hand or by post to an authorised Land Rover dealer who will confirm receipt of this by contacting you in writing. If we have to contact you or give you notice in writing, we will do so by e-mail, by hand, or by post to the address, you provided to the authorised Land Rover dealer from whom you purchased your Vehicle.

16.3 If you are a business customer, please note that any notice given by you to us, or by us to you, will be deemed received and properly served immediately when posted on our website, 24 hours after an e-mail is sent, or three days after the date of posting of any letter. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an e-mail, that such e-mail was sent to the specified e-mail address of the addressee.

## **17. Other important terms**

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

17.2 You may only transfer your rights or your obligations under these Terms to another person if we agree in writing.

17.3 The contract for the provision of the InControl Package is between you and us. No other person shall have any rights to enforce any of these Terms except that the Network Operator may enforce clause 14.2 against you.



- 17.4 The following clauses will continue to apply after the End Date or earlier termination: 5, 6, 7, 9, 10.2, 11, 12, 13, 14, 15 and 17 of these Terms.
- 17.5 Each of the clauses in these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses will remain in full force and effect.
- 17.6 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a breach of these Terms by you, we will only do so in writing, and that will not mean that we will automatically waive any later breach by you.
- 17.7 If you are a consumer, please note that this contract between you and us for your use of the InControl Package is governed by English law. This means that any dispute or claim arising out of or in connection with these Terms will be governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction, save and except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.
- 17.8 If you are a business customer, these Terms, their subject matter and their formation (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Please sign below to confirm your agreement to these terms and conditions and to your personal data being used in accordance with the attached privacy policy.

Signature:

Name:

Date

**InControl Privacy Policy**  
**Last updated: 25 May 2018**

**WHAT YOU CAN EXPECT TO SEE FROM READING THIS PRIVACY POLICY**

Jaguar Land Rover is one of the world's leading producers of premium cars. Innovation and design give our customers experiences they love for life – anticipating and exceeding their needs and expectations. Quality and excellence are our hallmarks. Taking care of our customers is paramount.

We respect the privacy of every individual whose information we process. This Privacy Policy explains how we use personal data received from your use of the My Land Rover InControl website, and use of our vehicles (referred to as 'vehicles' throughout this Privacy Policy), products and services, and informs you of your data protection rights.

**DATA PROTECTION INFORMATION**

**1. WHO WE ARE AND HOW TO CONTACT US**

**Who We Are:** When we refer to 'Land Rover', 'Jaguar Land Rover', 'JLR' 'we', 'our' or 'us' in this Privacy Policy, we refer to: Jaguar Land Rover Limited, whose registered office is at: Abbey Road, Whitley, Coventry CV3 4LF, and whose registered number is: 1672070.

If you want to find out more about the Jaguar Land Rover group, please have a look at the "Tell me more" box below.

**Customer Relationship Centre contact details:** For any queries relating to this Privacy Policy or the products and services included with it, you can find our contact details at the following web page: [jlreuro-importer-customer-relations@jaguarlandrover.com](mailto:jlreuro-importer-customer-relations@jaguarlandrover.com)

**TELL ME MORE ...**

**... about the JAGUAR LAND ROVER Group ...**

Jaguar Land Rover is part of a group of companies whose parent company is Jaguar Land Rover Automotive plc. You can find out more corporate information about Jaguar Land Rover on our website at: <https://www.jaguarlandrover.com/>.

Jaguar Land Rover is part of the Tata group. More information about the Tata group and the Tata companies can be found here: [http://www.tata.com/aboutus/sub\\_index/Leadership-with-trust](http://www.tata.com/aboutus/sub_index/Leadership-with-trust) and <http://www.tata.com/company/index/Tata-companies>

## 2. WHAT THIS PRIVACY POLICY APPLIES TO

- This policy will apply to your use of:
  - the mobile phone application (“**InControl Remote Smartphone App**”) that you have downloaded from the Online Store onto your mobile telephone or handheld device (“**Device**”) which enables you to use the ‘Remote Essentials’ features and, depending on your subscription, the ‘Remote Premium’ features;
  - the My Land Rover InControl website from which you can access your InControl Services account and access certain InControl Services;
  - any of the following “InControl” services (depending on your vehicle model and subscription): (i) the services provided via the InControl Remote Smartphone App and the My Land Rover InControl website; (ii) the “SOS Emergency Call” services; (iii) the “Optimised Land Rover Assistance” services; (iv) “InControl Secure” services; and (v) the “Live” service (“**InControl Services**”);
  - The Infotainment system, including the InControl Touch Pro Features; and
  - other connected vehicle systems.

Please note that this policy does not apply to third party websites which you may access in connection with your use of the InControl Services or otherwise, or to services or features which you sign up to receive directly with a third party – please refer in these cases to the relevant third party’s privacy policy.

This policy sets out the basis on which data, including any personal data we collect from you, or that you provide to us, will be processed by us, following your use of the My Land Rover InControl website, or our vehicles, products and services. Please read it carefully to understand our views and practices regarding data collection and your personal data and how we will treat it.

Please be aware that it is your responsibility to alert all passengers and people you authorise to use your vehicle, the infotainment system and/or the InControl Services about the privacy practices described in this Privacy Policy (including the ways in which we may collect and use data from the vehicle and/or relating to users of the vehicle).

## 3. THE TYPES OF INFORMATION WE COLLECT

We may collect and process the following data about you and/or your vehicle(s):

- **Submitted Information:** information that you provide by filling in online forms during the setup of your InControl Services account, or during your use of the My Land Rover InControl website and InControl Services, via your use of your vehicle’s infotainment system, information which you may otherwise provide to us directly (for example, when you communicate to us via telephone or email or through one of the My Land Rover InControl website forms), or that which the authorised Land

Rover retailer (from whom you purchased or leased the vehicle) provides or accepts on your behalf when setting up your InControl Services account, or otherwise in connection with, or following up on, any other communication with you. This information will depend on the nature of your actions, but may include your name, address, telephone number (including mobile number), e-mail address, language preference, password and PINs for your InControl Services account, your vehicle infotainment choices and preferences, and information about your preferred authorised Land Rover retailer(s).

- **Additional Information:**

- if you contact us, we may keep a record of that correspondence; and
- details of transactions you carry out through the My Land Rover InControl website.

- **Device Information (including location):** We may collect information about the Device or any computer you may use to access our websites, or download a copy of the InControl Remote Smartphone App onto your Device, including the operating system and version, the InControl Remote Smartphone App installation unique identifier, the Device's locale settings and country code. The InControl Remote Smartphone App may also collect information about the location of your device and tokens and username for identification, but this information will not be transmitted to us. The consents you provide to download the InControl Smartphone App includes consent for use of GPS or location data for app services, including map information. You can restrict the access to, or collection of, your Device's location by disabling the location features of your Device or by not using the features of the device that require location information. Please note, this may have an impact on the InControl Remote Smartphone App services that are available to you. More information on Device data, automated data collection and cookies can be found in our Cookies policy below.

- **Vehicle Identification Information:** information about the vehicle(s) that you have registered to the InControl Services or such other vehicle that is otherwise identified to us (for example, via a retailer) as connected with you, including the Vehicle Identification Number (VIN), the make, model, model year, features, registration number, date of purchase or lease, and the authorised Land Rover retailer from whom you purchased or leased the vehicle.

- **Location Information:** information about the last parked location of the vehicle. We will also collect and process other information about the vehicle at any point in time as part of the "journey tracking" function ("**Journeys**") of the InControl Services. The information that we will collect and process as part of this function is set out in "Journey Information" below. The last parked location of the vehicle will always be tracked and cannot be switched off. You are able to switch off Journeys at any time via the My Land Rover InControl website and the InControl Remote Smartphone App. If, however, the "SOS Emergency Call", the "Optimised Land Rover Assistance" or the "InControl Secure" function is activated, real-time location data relating to the vehicle will be sent to the relevant service provider and/or emergency services (as appropriate) even if you have switched off Journeys. Location Information is also necessary (separate to "Journey Information" functionality), for use of service functionality including: locating your vehicle on a map and getting walking directions back to it, and locating your vehicle in a crowded car park with the 'beep and flash' functionality. Please note that the "InControl Secure" and the "SOS Emergency Call" functions will be activated automatically

upon the occurrence of a relevant trigger event such as your vehicle being towed away with the ignition off or the deployment of your vehicle's airbags respectively. For full details of the relevant trigger events please refer to the vehicle handbook. **Even if you have not activated your InControl Services account, the vehicle may automatically initiate a call to contact emergency services via the limited emergency call function or you may be able to manually initiate a voice call for emergency services via the limited emergency call function. The occurrence of such a call may transmit information, including vehicle location, time, and a vehicle identifier to us and/or our emergency service providers.** By accepting the terms of this policy you consent to the use of the Location Information in this manner. You have the right to withdraw your consent to us associating location data relating to the vehicle with Submitted Information at any time by contacting an authorised Land Rover Retailer but please note that this may mean that you will no longer be able to receive the "SOS Emergency Call", the "Optimised Land Rover Assistance" or the "InControl Secure" services.

- **Journey Information:** information about your journey sent from your vehicle including the journey distance, real-time location, the duration of the journey, the average speed and data about the efficiency of the journey. As referred to above, you can turn off Journeys via the My Land Rover InControl website and the InControl Remote Smartphone App. This will prevent any of the above information from being sent from the vehicle (except for the last parked location). As stated above, if, however, the "SOS Emergency Call", the "Optimised Land Rover Assistance" or the "InControl Secure" function is activated, location data of the vehicle will be sent to the relevant service provider and/or the emergency services (as appropriate) even if you have switched off Journeys.
- **Vehicle Operation Information:** this includes information relating to the vehicle being involved in an accident such as the fact that the airbags have been deployed or the sensors have been activated. We will also collect and process other information about the operation of the vehicle throughout the course of its day-to-day use, including, but not limited to, the fuel amount, the distance to empty status, the odometer value, the distance to service status, the coolant level, the washer fluid level, the brake fluid status, the brake pad wear, the tyre pressure, tyre pressure sensor failure, engine malfunction, the oil level, the door and window status, if seatbelts are buckled or not, and information from any sensors, for example in the car, on the steering wheel, or from camera information, including if the cab is open, boot open, bonnet open status, battery information including voltage, emissions information and whether the alarm is armed or sounding.
- **Log information:** For the purpose of this privacy policy, "log information" refers to the log files listing actions or requests made to our systems in connection with your usage of the infotainment unit, InControl Services, the InControl Remote Smartphone App and InControl websites. We will automatically collect and store information related to "SOS Emergency Call" and "Optimised Land Rover Assistance" calls made from the vehicle (including the date, time duration, content of the call and number of calls made) ("**Call Log Information**"), use made of this data is detailed below. When you access the My Land Rover InControl website, use the infotainment system, or connected features, connect a SIM card, or pair a device, we may automatically collect and store certain information in server logs, including but not limited to internet protocol (IP) addresses, internet service provider (ISP), clickstream data, browser type and language, viewed and exit pages and date or time stamps ("**Website Log Information**"). We may also collect and store information

related to your usage of the InControl Remote Smartphone App services and vehicle status messages sent by your vehicle to the InControl Remote Smartphone App (“**App Log Information**”) and from your use of the vehicle’s Infotainment system, plugged in SIM card or paired device (“**Device Information**”).

- **Security Authentication:** Vehicle identification data and authentication tokens.
- **“Live” information:** feature specific information such as favourites, emails, notes, media, and information you choose to submit to the Live Features you use; content feed usage-related information; user settings such as activation of ‘remember me’ function; security authentication data; localisation information such as time zone, language and country; vehicle make and brand; relevant Log Information.
- **‘Remember me’ function:** Your vehicle has a ‘remember me’ function for certain features of the InControl Package. This function enables you to remain automatically logged in on the vehicle for more convenient access to the features. Please be aware that while this function is active any other person using the vehicle will be able to access any of your stored settings, Live Features and personal details in the vehicle and to use the InControl Services in the vehicle as if they were you. If you do not wish other users to have access, it is your responsibility to ensure the ‘remember me’ function is disabled and to log-out from the relevant features.
- **Marketing data:** We may receive from you direct, or receive from retailers or other third party partners, your contact details, marketing preferences or other information, where there is appropriate notice and in compliance with applicable data protection laws. You have the right to ask us not to use your personal data for marketing purposes. Please see your data protection rights at Section 7 (Your data protection rights) below for further information on these.
- **Public sources of data:** We may use public sources of data, for example, to support functionality or services (e.g. to support authenticate or fraud checks), and/or to maintain the accuracy of the data we hold. For example, we may make checks from time to time with the DVLA to check our vehicle owner information remains up to date.
- **Third party data:** We may receive data from third parties in the ways we explain in Section 4 below.
- **InControl Touch Pro Features and Software Updates:** We may use held data (such as VIN) to record preference choices, to support with our provision of Software Updates, and to deal with queries and any necessary business requirements in connection with provision of Software Updates.

Please be aware, we may associate Submitted Information with the other information detailed above, and where we do so, we will treat the combined information as personal data in accordance with this policy for as long as it is combined.

#### **4. HOW WE USE VEHICLE DATA AND YOUR PERSONAL DATA.**

We use vehicle data and personal data to manage and meet service and information requests, to understand service, vehicle and InControl Remote Smartphone App use, for internal research and

development purposes, and to make our products and services as effective as possible. For more information on our processing, and the legal grounds that are relevant, please see the “Tell me more” box below.

**TELL ME MORE ...**

The main uses of your personal data and the legal grounds we rely on for these are:

<b>Activity:</b>	<b>Applicable Legal grounds:</b>
<p><b>Supporting your requests and enhancing your Land Rover website and infotainment experiences</b></p> <p>Personal data and vehicle information is processed in order to set up you InControl Services account, in your ongoing use of the InControl Remote Smartphone App and My Land Rover InControl website services, and to send you information about InControl Services (for example, information about any updates to the InControl Services or the InControl Remote Smartphone App).</p> <p>Personal data and vehicle information will also be used to enhance and simplify your digital experience across Land Rover websites, in-vehicle experiences, and supporting your use of personalised website areas, including the ‘Customer Portal’ and your single sign on authentication journeys.</p>	<p>Legitimate Interests in running effective website and in-vehicle services.</p> <p>Necessary for contract.</p> <p>Where personal data is required for entering into a contract, we will identify to you where information is mandatory. The consequences of not providing this information may include being unable to proceed with the requested service.</p>
<p><b>Vehicle services, and internal research and development (see box below for the latter)</b></p> <p>Vehicle Identification Information, Location Information, Journey Information, Vehicle Operation Information and your personal data will be processed in order to provide available vehicle and InControl Services to you, (including but not limited to Software Updates), to maintain and improve the quality of our vehicle services and the InControl Services and to improve our customer service.</p> <p>We will also use this information to assist in resolving any technical issues with the InControl Services and to enhance your experience of the InControl Services.</p>	<p>Necessary for contract.</p> <p>Legitimate Interests in maintaining effective vehicle services.</p> <p>(For Marketing activities processing grounds, please see below).</p> <p>Where personal data is required for entering into a contract, we will identify to you where information is mandatory. The consequences of not providing this information may include being unable to</p>

<p>We will use the Vehicle Operation Information to support internal research and development (see below), to assess our wider understanding of vehicle performance, to support future performance developments on a fleet wide or vehicle model basis, as well as to assess specific issues, and aid in diagnostics and servicing, in relation to the vehicle and this may include sending you notifications by email or SMS, in accordance with our legitimate interests and your preferences. You have choice and control in Vehicle Data Sharing (VDS), this is switched off as default. Switching it on will share vehicle data with us to help us develop and improve our vehicles, products and services.</p>	<p>proceed with the requested service.</p>
<p><b>Internal research and development</b></p> <p>For internal research, development, analytics, analysis and reporting purposes, e.g. to monitor and assess vehicle performance, predict trends or performance, develop new functions, products and services, or to evidence compliance with regulatory requirements.</p> <p>We will only use personal data where identified to be necessary for internal research and development purposes. Where it is possible, we will use anonymised information to produce statistical analysis of the InControl Services to enable us to improve our product and overall customer service.</p>	<p>Legitimate Interests in assessing and improving performance, managing compliance, monitoring trends and developing new products.</p>
<p><b>Resolving your queries, managing your transactions and continuing to improve our services</b></p> <p>Your personal data (including the Additional Information) will be processed as applicable in order to help resolve your queries or complaints, to help to resolve any issues with the InControl Services, to improve our customer service, and to manage your transactions via the My Land Rover InControl website.</p>	<p>Legitimate Interests in responding to your queries and running effective website services.</p>
<p><b>Enhancing website experience</b></p> <p>Where we pre-fill website data fields to enhance and streamline your online experience.</p>	<p>Legitimate Interests in enhancing, simplifying and streamlining website experiences.</p>



<p><b>Supporting in-app features and internal analytics</b></p> <p>Device information and personal data is processed in order to provide you with the best service (for example, to detect screen size to fit the device you are accessing the service on) and to support issue resolution for any queries you raise or feedback you share with us (including the InControl Remote Smartphone App feedback feature.) It also supports our internal analytics. More information about device data can be found in our Cookies Policy below.</p>	<p>Legitimate Interests to resolve reported issues, assess received feedback and internal analytics to improve services, website and app functionality.</p>
<p><b>Supporting in-vehicle services</b></p> <p><b>“Live” Information:</b> this information is stored on the vehicle and transferred to our service providers as necessary to facilitate the service, enable secure access to and download of Live Features from our service provider(s), and to store your settings, data and content relating to Live Features.</p>	<p>Necessary for contract</p> <p>Legitimate Interests in maintaining effective vehicle services.</p> <p>Where personal data is required for entering into a contract, we will identify to you where information is mandatory. The consequences of not providing this information may include being unable to proceed with the requested service.</p>
<p><b>Marketing activities</b></p> <p>We will obtain your consent to send market communications to you using electronic means (e.g. email, text etc.), and may share your details for electronic marketing communications with our network of independent third parties, where you give consent for this to happen. We will also comply with our cookie obligations where we use cookies on our websites.</p> <p>Other marketing activities will happen assessed on the Legitimate Interests ground. e.g. where we tailor marketing communications or send targeted marketing messages via post, phone or social media and other third party platforms; and in providing existing customers with information about similar products and services. In order to improve the services we offer via our websites, we may ask you to participate in research from time to time. It is entirely up to you whether you choose to do so.</p> <p>We will use profiling and carry out research and analytics activities to inform our marketing strategies, to create a better</p>	<p>Consent</p> <p>Note: Where we collect your personal data with consent, you may withdraw your consent for us to use your information in any of these ways at any time. Please see Withdrawing your consent in Section 7 below for further details. (This right doesn't affect the lawfulness of processing that was based on that consent before its withdrawal.)</p> <p>Legitimate Interests for direct marketing purposes</p>

<p>understanding of our customers and visitors; to support our website advertising, and to better improve the website information, functionality and the services we provide.</p>											
<p><b>Records maintenance and general administration</b></p> <p>To maintain our records, administer and maintain our apps, websites, and in-vehicle functionality, to support your queries and any other internal operations and administrative purposes (for example, this will include troubleshooting, testing, supporting our audit requirements and in responding to any enquiries you may make, including any data protection rights you raise).</p> <p>We may record calls with you for training and quality purposes and to help resolve disputes.</p> <p>Specifically we will use Log Information (as explained above) in the following ways:</p> <table border="1" data-bbox="159 1052 901 2018"> <thead> <tr> <th data-bbox="159 1052 494 1164"><b>Ways we use Log Information:</b></th> <th data-bbox="494 1052 901 1164"><b>Types of Log Information this uses:</b></th> </tr> </thead> <tbody> <tr> <td data-bbox="159 1164 494 1276">For providing services to you.</td> <td data-bbox="494 1164 901 1276">Call Log Information</td> </tr> <tr> <td data-bbox="159 1276 494 1467">To investigate system issues, including potential misuse of the InControl Services.</td> <td data-bbox="494 1276 901 1467">Call Log Information</td> </tr> <tr> <td data-bbox="159 1467 494 1702">For website/app logging and to investigate website/system issues.</td> <td data-bbox="494 1467 901 1702">Website and App Logs Information about your usage of the My Land Rover InControl website and InControl Remote Smartphone App</td> </tr> <tr> <td data-bbox="159 1702 494 2018">To improve our operational processes regarding our SOS Emergency call, Optimised Land Rover Assistance, InControl Secure and Live services.</td> <td data-bbox="494 1702 901 2018">Call Log Information (where possible we will take steps to anonymize, pseudonymize and/or aggregate the Call Log Information used)</td> </tr> </tbody> </table>	<b>Ways we use Log Information:</b>	<b>Types of Log Information this uses:</b>	For providing services to you.	Call Log Information	To investigate system issues, including potential misuse of the InControl Services.	Call Log Information	For website/app logging and to investigate website/system issues.	Website and App Logs Information about your usage of the My Land Rover InControl website and InControl Remote Smartphone App	To improve our operational processes regarding our SOS Emergency call, Optimised Land Rover Assistance, InControl Secure and Live services.	Call Log Information (where possible we will take steps to anonymize, pseudonymize and/or aggregate the Call Log Information used)	<p>Legitimate Interests in maintaining appropriate websites, records and service administration</p>
<b>Ways we use Log Information:</b>	<b>Types of Log Information this uses:</b>										
For providing services to you.	Call Log Information										
To investigate system issues, including potential misuse of the InControl Services.	Call Log Information										
For website/app logging and to investigate website/system issues.	Website and App Logs Information about your usage of the My Land Rover InControl website and InControl Remote Smartphone App										
To improve our operational processes regarding our SOS Emergency call, Optimised Land Rover Assistance, InControl Secure and Live services.	Call Log Information (where possible we will take steps to anonymize, pseudonymize and/or aggregate the Call Log Information used)										

<p>For analytics purposes, to maintain and improve the quality of the services and features, including InControl Services and InControl Remote Smartphone App services, and to improve the customer experience on our vehicle functionality, websites and apps.</p>	<p>Website and App Logs Information (where possible we will take steps to anonymize, or pseudonymize and/or aggregated the Log Information used)</p>	
<p><b>Network and information security</b></p> <p>To maintain our network and information security in order for us to take steps to protect your information against loss or damage, theft or unauthorised access. And to maintain appropriate server locations (for example, we may work with third parties to support appropriate use of cloud services).</p> <p>We use Security Authentication information to support InControl services. This is automatically communicated between our providers of security authentication and hosting services in order to verify identity and prevent unauthorised use of InControl Services.</p>	<p>Legitimate Interests as appropriate for ensuring network and information security</p>	
<p><b>Corporate acquisitions and disposals</b></p> <p>Any data processed as is necessary in the context of corporate acquisitions or disposals</p>	<p>Legitimate business Interests</p> <p>Legal Obligation</p>	
<p><b>Management of legal and regulatory requirements</b></p> <p>To manage legal and regulatory requests and requirements, meet or defend legal rights or for the prevention/detection of crime, (including where required to assist HMRC, law enforcement agencies such as the Police, the Driver and Vehicle Licensing Agency (DVLA) or any other public authority or criminal investigation body, or for the safeguarding of national security).</p>	<p>Legitimate Interests in complying with law and regulation, including responding to regulators</p> <p>Legal Obligation</p>	

<p><b>Service communications</b></p> <p>In the event we communicate to you an urgent safety or product recall notices.</p>	<p>Vital interests</p> <p>Legal Obligation</p>
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**5. WHO WE SHARE PERSONAL DATA WITH**

We may share your personal data with:

- Those third parties who need to handle it so we can provide to you the products, services you are eligible for, have signed up to or requested, or that are appropriate for your vehicle, for example, InControl or in-vehicle available services, or Software Updates.
- For the purposes of providing the InControl Services to you: our telematics service provider, the emergency services, our road side assistance provider, our stolen vehicle tracking provider, local authorities, our provider of Live Features hosting services, the mobile network operator (s) for InControl Services, our provider(s) of anonymised analytics services, and our marketing services provider(s).
- In order, to process your InControl Services subscription renewal it is also necessary to disclose information that relates to your InControl Services subscription with our eCommerce services provider. This includes vehicle identification information and personal information, such as your name, address, telephone number, e-mail address. We use third parties to support our administrative functions in order to allow us to process and switch on subscription service orders. We will limit the data that is shared to that which is necessary for providing the service.
- (and receive information about you and vehicles connected with you, from) our network of retailers, authorised repairers and where relevant our importers network (together our “retail network”), so as to be able to fulfil requests for goods, services, etc, and for assessment and training, to be able to enhance the quality of the services you obtain when interacting with our Retail Network.
- Jaguar Land Rover group companies in line with the data uses set out in this Privacy Policy.
- Third parties in the event we sell or buy any business or assets.
- If we are under a duty to disclose or share your personal data in order to comply with any legal or regulatory obligation or requests, [or to the extent disclosure is permitted by a legal exemption, (including but not limited to, disclosure for the purpose of legal proceedings, obtaining legal advice or establishing, exercising or defending legal rights, the prevention or detection of crime, the apprehension or prosecution of offenders, or the safeguarding national security); or in order to enforce these terms or to investigate actual or suspected breaches.

- if your vehicle is owned, leased or managed by a business or other organisation, we will disclose Vehicle Identification Information to the third party to allow them to manage, renew and cancel the InControl Package subscriptions of vehicles in their fleet

We have safeguards in place with our service providers to ensure that your data is kept securely and used in accordance with the purposes set out in this Privacy Policy.

## **TELL ME MORE ...**

### **... about JLRs network of Independent Third Parties ...**

We work with a number of independent third parties to provide services, such as our Retail Network, credit product providers, contract hire products. Personal data may be sent directly to these entities by you (for example if you contact them by phone or email or via their website pages), or we may share personal data with them where appropriate to support with your queries or other service requirements.

Where you use the Land Rover websites to find or make contact with our Retail Network, a credit provider, or a contract hire product provider, these are (unless otherwise stated), independent businesses and not Jaguar Land Rover group companies. Any contact you make to them (for example, to call or send an email) and any data you provide to them in use of their websites, will be controlled by them, not by JLR. If you have questions regarding a third party's (such as a retailer, importer, credit provider, contract hire product provider or repairer's) use of your personal data, we recommend you contact those parties directly.]

For information on independent third parties we work with:

For Jaguar:

- Our Retail Network is generally identifiable from the 'locate a retailer' website functionality. They can be searched for by name, location or postcode. A full list of all UK Retailers is accessible here: <https://www.jaguar.com/retailer-locator/index.html>.
- In the UK, credit is provided by Black Horse Limited trading as Land Rover Financial Services, St William House, Tresillian Terrace, Cardiff CF10 5BH.

For Land Rover:

- Our Retail Network is generally identifiable from the 'locate a retailer' website functionality. They can be searched for by name, location or postcode. A full list of all UK Retailers is accessible here: <https://www.landrover.com/dealer-locator.html>.
- Credit products are provided by Black Horse Limited trading as Land Rover Financial Services, St William House, Tresillian Terrace, Cardiff CF10 5BH.
- Contract Hire products are provided by Lex Autolease Limited trading as Land Rover Contract Hire, Heathside Park, Heathside Park Road, Stockport SK3 0RB.

### **... about Suppliers ...**

We use a number of service suppliers to support our business and these service providers may have access to our systems and data in order to provide services to us and on your behalf, for example payment processors, information technology such as hosting or cloud service providers, marketing and digital advertising support services, customer services and relationship handling, service and system specialists, administrative or support services, website analytics support.

**... about JAGUAR LAND ROVER Group companies, and how they may provide service support ...**

As a member of the Tata Group of companies, we can benefit from the large IT infrastructure and expertise that exists within our wider corporate structure. This means that the personal data you provide to us may be accessed by members of our group of companies only as necessary for service and system maintenance and support, aggregate analytics, business continuity, IT and administrative purposes. For example, where necessary to support particular website enquiries, or to provide technical support that maintains website functionality.

**... about Public bodies, law enforcement and regulators ...**

From time to time, the police, other law enforcement agencies and regulators can request personal data, for example for the purposes of preventing or detecting crime, or apprehending or prosecuting offenders.

## **6. INFORMATION ABOUT INTERNATIONAL DATA TRANSFERS.**

The data that we collect from you will be stored in the European Economic Area (“EEA”) and/or other countries to the extent required for us or our service providers to provide the in-vehicle and InControl Services. It may be processed by personnel operating outside the EEA who work for us or for one of our service providers, including those engaged in the provision of the InControl Services. Where personal data is shared outside of the EEA, we apply safeguards to add to the data protections that apply to those data transfers. This includes an assessment of the adequacy of the third country in question, use of European Commission approved model contract terms where appropriate, and assessment of Privacy Shield certification for US located entities where applicable.

## TELL ME MORE ...

... about the adequacy checks JAGUAR LAND ROVER puts in place for international data transfers ...

Where JAGUAR LAND ROVER chooses to share personal data with a third party located outside the EU, the following factors are assessed to support adequate transfer of this data:

- **Internal checks to identify the existence or absence of any adequacy decision by the European Commission.** We have group companies, and use suppliers located in countries that have been approved by the European Commission as having essentially equivalent data protection laws. A full list of these countries as at the date of this Privacy Policy is: Andorra, Argentina, Canada, Faroe Islands, Guernsey, Israel, Switzerland, Jersey, New Zealand, Uruguay and the Isle of Man. (The European Commission has also approved as adequate the EU-US Privacy Shield programme – this is described below). This list and information about the protections the European Commission has considered is available here: [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/adequacy-protection-personal-data-non-eu-countries_en).
- **Use of measures like European Commission approved measures to support adequate transfers of personal data.** We also have group companies, and use suppliers located in countries that are elsewhere in the world. To manage data protection compliance with these transfers, we will use European Commission approved data transfer mechanisms such as use of model contractual clauses approved by the Commission. We will also assess, where applicable, where a supplier is able to demonstrate to us they have Binding Corporate Rules. (Binding Corporate Rules is a GDPR – recognised Data Protection mechanism to ensure adequate personal data transfers). We may work with suppliers who are able to demonstrate to us they are Privacy Shield certified.
  - To understand the protections required in European Commission approved Model Clauses, a template copy of these is available here: [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/model-contracts-transfer-personal-data-third-countries_en).
  - To see a full list of approved Binding Corporate Rules, please use the following link: [https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/binding-corporate-rules\\_en](https://ec.europa.eu/info/law/law-topic/data-protection/data-transfers-outside-eu/binding-corporate-rules_en).
  - A full list of Privacy Shield participants, and their Privacy Shield certification information is available here: <https://www.privacyshield.gov/welcome>.

## 7. HOW LONG WE HOLD PERSONAL DATA FOR.

We'll keep your personal data for as long as we need it to provide the products and services you've signed up to. We may also keep it to comply with our legal obligations, meet service or contract commitments, respond to queries and resolve any disputes, to meet our legitimate interests and to enforce our rights.

The criteria we use to determine storage periods include the following: contractual provisions that are in force, legal statutory limitation periods, applicable regulatory requirements and industry standards.

## **8. KEEPING YOUR INFORMATION SECURE**

We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this privacy policy.

We require all of our service providers to have appropriate measures in place to maintain the security of your information and such service providers will only be able to access and use your information for the purpose of providing the agreed services.

Where we have given you (or where you have chosen) a password that enables you to access the My Land Rover InControl website, you are responsible for keeping this password confidential. We ask you not to share your password with anyone.

Unfortunately, the transmission of information via the internet is not completely secure. Although we will do our best to protect your personal data, we cannot guarantee the security of your data transmitted over the internet; any transmission is at your own risk. Your information will be kept in a secure environment protected by a combination of physical and technical measures such as encryption technologies or authentication systems to prevent any loss, misuse, alteration, disclosure, destruction, theft or unauthorised access.

## **9. YOUR DATA PROTECTION RIGHTS.**

You have rights in connection with your personal data, including: to withdraw consent where you have given it, to be informed and have access to your personal data, to correct or complete inaccurate data, and in certain circumstances to restrict, request erasure, object to processing, or request portability of your personal data to another organisation.

You may at any time update your personal data held by us via the My Land Rover InControl website or Remote Smartphone App.

We try to ensure that we deliver the best levels of customer service. If you do need or want to get in touch with us for any reason regarding your data protection rights, please get in touch using either of the email addresses below, and add into the subject header that it relates to your data protection rights. These Customer Relationship email addresses are the appropriate contact details for our Data Protection Officer where queries are data protection related:

- [jlr-euro-importer-customer-relations@jaguarlandrover.com](mailto:jlr-euro-importer-customer-relations@jaguarlandrover.com)

If you are not happy and have a data protection related complaint, please contact us direct at this email address: [DPOffice@jaguarlandrover.com](mailto:DPOffice@jaguarlandrover.com). If you are not satisfied, you also have the right to complain to a supervisory authority.

To learn more about these data protection rights, see the “Tell me more” box below.



## **TELL ME MORE ...**

### **... about my data subject rights ...**

If you have given us consent to process your personal data, including for electronic marketing communications, you have the right to withdraw that consent at any time. Just use the unsubscribe options presented, for example, these are present in the email marketing communications sent by us.

- You can ask for access to the personal data we hold about you, object to the processing, request that we correct any mistakes, restrict or stop processing or delete it. If you do ask us to delete or stop processing it, we will not always be required to do so. If this is the case, we will explain why.
- In certain circumstances you can ask us to provide you with your personal data in a usable electronic format and transmit it to a third party (right to data portability). This right only applies in certain circumstances. Where it does not apply, we will explain why.

## **10. CHANGES TO THIS POLICY**

Updates to this Privacy Policy will be displayed here: <https://incontrol.landrover.com/jlr-portal-owner-web/about/privacy-policy/>. A notice will be posted on the My Land Rover InControl website along with the updated Privacy Policy.

## **11. LINKS TO OTHER WEBSITES**

The My Land Rover InControl website may contain links to other websites run by other organisations which we do not control. This Privacy Policy does not apply to those other websites, so we encourage you to read their privacy statements. We are not responsible for the privacy policies and practices of other websites and apps (even if you access them using links that we provide). We provide links to those websites solely for your information and convenience. We specifically disclaim responsibility for their content, privacy practices and terms of use, and we make no endorsements, representations or promises about their accuracy, content or thoroughness.

## **INCONTROL COOKIES POLICY**

### **My Land Rover InControl website**

The My Land Rover InControl website and the InControl webpages use cookies to distinguish you from other users of the My Land Rover InControl website. This helps us to provide you with a good experience when you use the InControl Services and also allows us to improve the InControl Services.

A cookie is a text-only string of information that a website transfers to the cookie file of the browser on your computer's hard disk so that the website can remember who you are. Cookies can help a website to arrange content to match your preferred interests more quickly - most major websites use cookies. Cookies alone

cannot be used to identify you. A cookie will typically contain the name of the domain from which the cookie has come; the "lifetime" of the cookie; and a value, usually a randomly generated unique number.

Two types of cookies are used on the My Land Rover InControl website.

- **Session Cookies**, which are temporary cookies that remain in the cookie file of your browser until you leave the site; and
- **Persistent Cookies**, which remain in the cookie file of your browser for much longer (though how long will depend on the lifetime of the specific cookie).

Session Cookies are used:

- To allow you to carry information across pages of our site and avoid having to re-enter information; and
- Within registration to allow you to access stored information.

Persistent Cookies are used:

- To help us recognise you as a unique visitor (using a number, you cannot be identified personally) when you return to our website;
- To allow us to tailor content or advertisements to match your preferred interests or to avoid showing you the same adverts repeatedly;and
- To compile anonymous, aggregated statistics that allow us to understand how users use our site and to help us improve the structure of our website. We cannot identify you personally in this way.

You have the ability to accept or decline cookies by modifying the settings in your browser. However, you may not be able to use all the interactive features of the service if cookies are disabled.

Below is a list of the main cookies we use, and what we use them for.

Cookie name	Cookie type	Cookie purpose
JSESSIONID	Session	Within a session of your use of the website, this cookie temporarily stores information you have entered to allow some features of the website to work as you move between pages.
cookieInfoShown	Persistent	This cookie stores information regarding the presentation of the cookie policy notice to you.
jlir-remember-me	Persistent	This cookie is only used if you have chosen to have the portal remember you at log in. It stores a token for your identification.
jlir-remember-me-login-name	Persistent	This cookie is only used if you have chosen to have the portal remember you at log in. It stores your username for

		identification.
jlr-selected-locale	Persistent	This cookie stores what language you prefer to view the portal in.
Google Analytics	Persistent	We use Google Analytics to compile anonymous, aggregated statistics that allow us to understand how users use our website and to help us improve the structure of our website. This data does not identify you personally. Please see <a href="http://www.google.com/policies/privacy/partners">www.google.com/policies/privacy/partners</a> and <a href="https://tools.google.com/dlpage/gaoptout">https://tools.google.com/dlpage/gaoptout</a> for further information.

You may delete and block all cookies from the My Land Rover InControl website by activating the setting on your browser that allows you to refuse the setting of all or some cookies. If you use your browser settings to block cookies you may find that some elements of our website may not work correctly.

### **InControl Remote Smartphone App**

We use analytics tools, including Google Analytics, on the InControl Remote Smartphone App. These are used to compile anonymous, aggregated statistics that allow us to understand how our customers use the InControl Remote Smartphone App and to help us improve it. This data does not identify you personally. Please see [www.google.com/policies/privacy/partners](http://www.google.com/policies/privacy/partners) for further information.

You may choose to disable Google Analytics on the InControl Remote Smartphone App via your account settings.