

Internet Communication Service the Terms of Use

This Agreement was last revised on 16th December 2019 (version 1.0).

THIS IS A LEGAL AGREEMENT (“AGREEMENT”) BETWEEN PIONEER CORPORATION, LOCATED AT 28-8, HONKOMAGOME 2-CHOME, BUNKYO-KU, TOKYO 113-0021, JAPAN (“PIONEER”) AND YOU. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU.

THIS AGREEMENT PROVIDES THE TERMS AND CONDITIONS THAT APPLY TO YOUR USE OF THE SERVICE (DEFINED BELOW), WHICH IS PROVIDED BY PIONEER SOLELY FOR PERSONAL, NON-COMMERCIAL CONSUMER USE. OTHER SERVICES PROVIDED BY PIONEER OR A THIRD PARTY IN CONNECTION WITH THE SERVICE SHALL BE SUBJECT TO THE TERMS AND CONDITIONS FOR SUCH SERVICES.

THIS AGREEMENT GOES INTO EFFECT WHEN YOU AGREE TO IT BY CLICKING THE CONSENT BUTTON OR USING THE SERVICE. IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY IN YOUR LOCATION, MEANING YOU ARE NOT AN ADULT, ASK YOUR PARENT OR GUARDIAN TO REVIEW THE SERVICE AND THESE TERMS. BY CLICKING THE CONSENT BUTTON, YOU ARE REPRESENTING (TELLING PIONEER) THAT YOU HAVE OBTAINED YOUR PARENT'S OR GUARDIAN'S CONSENT, IF NECESSARY, TO ENTER INTO THIS AGREEMENT. PIONEER DOES NOT INTEND OR KNOWINGLY PROVIDE THE SERVICE FOR USE BY CHILDREN UNDER 16. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACTIVATE OR USE ANY PART OF THE SERVICE.

1. Definitions.

The following definitions shall apply:

- a. “Service” means various services, functions (including software), and content that require an Internet connection, which are provided on an AV Unit (defined below) via a Communication Terminal (defined below) for personal, non-commercial consumer use.

- b. "AV unit" means a car AV unit distributed and sold by Pioneer.
- c. "Communication Terminal" means a smartphone or other device with a Wi-Fi tethering function or a communication device dedicated to Wi-Fi data communication.
- d. "User" or "you" means the individual who has agreed to this Agreement and started using the Service.

2. Terms of using the Service.

In order to use the Service, you will need to supply a Communication Terminal with wireless service at your expense.

When using a smartphone as a Communication Terminal, depending on the smartphone model, some or all of the Service may be unavailable. Also, the Service may be temporarily unavailable when the smartphone is receiving a call or email. While using the Service, you may not be able to make calls or send / receive e-mails on your smartphone.

Some functions of the Service may not be available when using CarPlay or Android Auto on the AV unit. Also, availability of specific functions varies from region to region.

3. Restriction on use.

In connection with the Service and its use by you, you shall not take any act;

- a. that infringes on rights held by Pioneer or any third party.
- b. causes damage or harm to the Service, Pioneer or any third party.
- c. that infringes the privacy of other users or any third party.
- d. contrary to public order or morals.
- e. that violates applicable laws or regulations.
- f. to modify, change, reverse engineer, disassemble, decompile, or illegally use the source code software obtained from the Service.
- g. interrupt or degrade the operation of the Service.

When using the Service, do not execute or install software, programs, etc. on the AV unit that are not provided by Pioneer. Doing so may cause malfunction to or completely disable the AV unit or compromise the information entered in the AV unit. PIONEER AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY DAMAGES INCURRED

TO USERS AS A RESULT OF EXECUTING OR INSTALLING SOFTWARE, PROGRAMS, ETC. WHICH ARE NOT PROVIDED BY PIONEER.

4. Suspension of use/Termination

Pioneer may in its sole discretion suspend or terminate the provision of all or any part of the Service or terminate this Agreement without notice if:

- a. You violate this Agreement or any of its supplementary provisions.
- b. You use the Service without first obtaining your parent's or guardian's consent, if applicable, or you are otherwise not allowed to use the Service.
- c. You are in violation of any other agreement with Pioneer.

Pioneer may suspend all or part of the Service without notice in the following circumstances:

- a. Inspection, maintenance or repair of the Service, third-party content included in the Service, or related equipment.
- b. Any event beyond Pioneer's or its provider's reasonable control, including, without limitation, a labour disturbance, an Internet outage or interruption of the Service, a communications outage, a service provider's or any other third party's failure to perform, a fire, an act of terrorism, natural disaster, civil disturbance or war.
- c. In case it is necessary to suspend the Services for any other reason.

PIONEER AND ITS LICENSORS SHALL NOT BE LIABLE FOR DAMAGES OF ANY NATURE ARISING FROM THE SUSPENSION OR TERMINATION OF ALL OR ANY PART OF THE SERVICE UNDER THIS SECTION.

5. Change of the Service.

Pioneer may add, change or delete any aspect of the Service or terminate the Service at its discretion without liability for damages of any nature. In such case, Pioneer shall notify the User by posting notice on the Pioneer website or other appropriate method.

6. NO WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW:

- a. THERE IS NO WARRANTY FOR THE SERVICE, THE SERVICE IS PROVIDED "AS IS AND WITH ALL FAULTS," AND PIONEER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED

WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, USEFULNESS AND CONTINUITY.

- b. IN NO EVENT WILL ANY OF PIONEER OR ITS LICENSORS BE LIABLE TO THE USER OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST DATA OR ECONOMIC LOSS) ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, INCLUDING YOUR USE OF OR INABILITY TO USE THE SERVICE, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THE CLAIM IS BASED, EVEN IF PIONEER OR ITS LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM; AND
- c. IN NO EVENT UNDER ANY THEORY OF LIABILITY, EXCLUDING PIONEER'S WILLFUL MISCONDUCT, WILL THE AGGREGATE LIABILITY OF PIONEER AND LICENSORS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER OR ANY PRODUCT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED TEN US DOLLARS (US\$10.00) OR THE PRICE PAID FOR THE PIONEER PRODUCT PURCHASED FOR USE WITH THE SERVICE, WHICHEVER IS GREATER. PIONEER'S AND LICENSORS' LIMITATION ON LIABILITY IS CUMULATIVE, WITH ALL OF PIONEER'S AND LICENSORS' PAYMENTS IN SATISFACTION OF THEIR LIABILITIES BEING AGGREGATED TO DETERMINE SATISFACTION OF THIS LIMIT.

THE USER RECEIVES THIRD-PARTY CONTENT AND SERVICES ACCESSED THROUGH THE SERVICE AT THE USER'S SOLE RISK. PIONEER WILL NOT BE LIABLE IN THE EVENT OF A DISPUTE BETWEEN THE USER AND ANY THIRD PARTY IN CONNECTION WITH THE SERVICE, WHICH THE USER SHALL RESOLVE AT THE USER'S OWN RESPONSIBILITY AND EXPENSE.

7. YOUR SPECIFIC RIGHTS.

SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, EXCLUSION OF DAMAGES, OR THE ABOVE LIMITATION OF LIABILITY, SO SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS AND/OR LIMITATIONS, TO THE EXTENT PROHIBITED BY APPLICABLE LAW, MAY NOT APPLY TO YOU. YOUR SPECIFIC RIGHTS MAY VARY FROM JURISDICTION TO JURISDICTION.

8. ESSENTIAL PURPOSE.

UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS FOR ITS ESSENTIAL PURPOSE.

9. Intellectual property right.

All rights including copyrights, trademark rights and other intellectual property rights related to content, text, images, data, software, and information (“Content”) provided to Users by the Service belong to Pioneer or its Licensors.

Users shall not use (including by copying, modifying, or publicly transmitting) all or any part of the Content provided through the Service in any form without the express permission of Pioneer and its Licensors, beyond the scope expressly permitted by this Agreement or applicable law.

10. Privacy and Security.

When you use the Service, we collect data such as an identifier for the AV unit, location information and other personal data, which may be transferred to and stored by third parties. Pioneer handles personal data collected from you in accordance with applicable personal information protection laws. Please refer to the “XX Privacy Policy” for details on personal data collected, the third parties with whom the data is shared, and for what purposes such data is collected, used and shared. You can see the “XX Privacy Policy” on the AV unit or you may find links to the “XX Privacy Policy” and this Agreement on the AV Unit product page on the Pioneer website for your region.

11. Changes to this Agreement.

Pioneer may modify this Agreement at any time. Pioneer will provide advance notice of the changes and the effective date by posting a notice on this site and by other appropriate means. Your use of the Service after such notice will constitute your agreement to the revised Agreement.

12. Assignment.

This Agreement and the User’s rights and obligations under it are not assignable or transferable by the User without Pioneer’s prior written consent. If you attempt to assign your rights or obligations under this Agreement, your rights under it will terminate immediately and you may not use the Service. Pioneer may freely assign or transfer this Agreement or any of its rights or obligations under it.

13. Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such determination will not affect the legality, validity or enforceability of any other provision of this Agreement. In the event of nullity, invalidity or unenforceability of one or more provisions of this Agreement, the parties shall replace that provision with a valid and enforceable provision with an economic effect as close as possible to the deficient provision.

14. Governing law.

If you are a resident of any EU member state, this Agreement is governed by and will be construed in accordance with Belgian law. If you are a resident of the United States, this Agreement is governed by and will be construed in accordance with the laws of the State of California, U.S.A. If you are a resident of Canada, this Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If you are resident of any territory outside the EU, United States, or Canada, this Agreement is governed by and will be construed in accordance with the laws of Japan.

15. Jurisdiction.

The parties will use good faith efforts to resolve amicably any dispute or controversy that may arise out of or in relation to or in connection with this Agreement, or any breach hereof.

In the event no amicable settlement can be reached, if you are a resident of an EU member state, the parties can choose to finally settle all claims arising out of or relating to this Agreement (including its formation, interpretation, applicability, enforceability, performance and breach) by binding arbitration. If you are a resident of a territory other than an EU member state, all such claims shall be finally settled by binding arbitration as provided herein. If parties agree to settle claims by arbitration, such arbitration shall be conducted under the arbitration rules of the International Chamber of Commerce by three arbitrators designated in accordance with those rules. If the User are a resident of an EU member state, then the arbitration shall be held in Brussels, Belgium, in the English language. If you are a resident of the United States, then the arbitration shall be held in one of three regional venues (New York, New York; Dallas Texas; or Los Angeles County, California). If you are a resident of Canada, the arbitration shall be held in one of three regional venues (Vancouver, BC, Toronto, ON, or Quebec, QC). If you are a resident of any other territory, then the arbitration shall be held in Tokyo, Japan. The

award of arbitration will be final and binding upon other parties and will have the reasoning therein.

For residents of EU member states, in case the parties do not agree to settle claims through arbitration, the Belgian courts shall have exclusive jurisdiction to settle all claims arising out of or relating to this Agreement (including its formation, interpretation, applicability, enforceability, performance and breach). For residents of Canada, if the arbitration provision is not enforceable, the parties submit to the exclusive jurisdiction of the courts located in the city of Toronto, unless otherwise prohibited by law.

16. Entire agreement.

This Agreement constitutes the entire agreement between Pioneer and the User with respect to the subject matter of this Agreement. The term “including” shall mean “including without limitation.”

17. Contact us.

If you have any questions or complaints about this Agreement, you may contact us

by visiting https://global.pioneer/en/product_support/support/

or

by post at one of the following addresses:

Pioneer Corporation

Attn: Customer Support

28-8, Honkomagome 2-Chome

Bunkyo-Ku, Tokyo

113-0021, Japan

Pioneer Electronics AsiaCentre Pte. Ltd.

Attn: Service Centre

2 Jalan Kilang Barat, #07-01

Singapore 159346

Pioneer Europe NV

Attn: Customer Support

Haven 1087, Keetberglaan 1

9120 Melsele, Belgium

Pioneer Electronics (USA) Inc.

Attn: Service & Support

2050 W. 190th Street, Suite 100

Torrance, CA 90504 U.S.A.

Revised:

Version 1.0: 16th December 2019

Supplementary Provisions for Amazon Alexa

These Supplementary Provisions for Amazon Alexa (the “Alexa Supplement”) provide additional terms and conditions related to using the voice recognition service Alexa (“Alexa Service”) provided by Amazon Services International, Inc. and its affiliates (collectively “Amazon”) on the AV Unit and the rights and obligations between Pioneer and the User.

1. Amazon account.

If you wish to use the Alexa Service, it is necessary to create an Amazon account, agree to the Alexa Terms of Service, and sign in to Amazon on the AV Unit.

2. Privacy.

Pioneer does not store the voice and speech information of the User. When the User uses the Alexa Service, such information is transferred directly to Amazon for voice analysis. Under the Alexa Terms of Service, the User agrees that his/her voice and speech information is stored by Amazon. For information on Amazon’s handling of data, including voice data, in the Alexa Service, please click on the links below or visit the Amazon homepage for your region and click on “Privacy Notice” and “Conditions of Use,” “Conditions of Use & Sale,” or similar at the bottom of the page.

Conditions of Use:

<https://www.amazon.com/gp/help/customer/display.html?nodeId=201909000>

Alexa Terms of Use:

<https://www.amazon.com/gp/help/customer/display.html?nodeId=201809740>

Amazon Privacy Notice:

<https://www.amazon.com/gp/help/customer/display.html?nodeId=201909010>

Alexa Privacy Settings: <https://www.amazon.com/alexaprivacysettings>

3. NO RESPONSIBILITY FOR ALEXA.

PIONEER CANNOT ANSWER ENQUIRIES ABOUT THE ALEXA SERVICE’S VOICE RECOGNITION FUNCTION.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL PIONEER BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATING TO AMAZON ALEXA (INCLUDING MISRECOGNITION OF UTTERANCES) REGARDLESS OF THE CAUSE OF ACTION ON WHICH THE CLAIM IS BASED, EVEN IF PIONEER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF DAMAGES SO THE ABOVE EXCLUSIONS, TO THE EXTENT PROHIBITED BY APPLICABLE LAW, MAY NOT APPLY TO YOU. YOUR SPECIFIC RIGHTS MAY VARY FROM JURISDICTION TO JURISDICTION.

Supplementary Provisions for the Browser Function

These Supplementary Provisions for the Browser Function (“Browser Supplement”) provide additional terms and conditions regarding the Browser function on the AV unit. In this Browser Supplement, “Browser function” means the function of browsing the Internet on the AV unit using connectivity from a Communication Terminal.

1. WARNING.

THE USER MUST NOT USE THE BROWSER FUNCTION WHILE DRIVING. IT IS ILLEGAL IN MOST STATES OF THE UNITED STATES AND MAY BE ILLEGAL IN OTHER JURISDICTIONS FOR ANY TELEVISION OR OTHER VIDEO DISPLAY, STREAM, TRANSMISSION OR BROADCAST TO BE VISIBLE TO THE DRIVER WHILE THE VEHICLE IS IN MOTION. YOU AGREE NOT TO USE THE BROWSER FUNCTION WHILE IN CONTROL OF A MOVING VEHICLE WHERE DOING SO WOULD BE ILLEGAL OR DANGEROUS TO VEHICLE OCCUPANTS OR BYSTANDERS. DOING OTHERWISE CAN LEAD TO SERIOUS INJURY OR DEATH TO YOU AND OTHERS. PLEASE FIND A SAFE PLACE TO PARK AND ENGAGE THE PARKING BRAKE BEFORE VIEWING ANY VIDEO DISPLAYS, STREAMS, TRANSMISSION, OR BROADCAST AVAILABLE THROUGH THE BROWSER FUNCTION.

Some websites may not be displayed properly on the screen of the AV Unit. Also, depending on its format, not all website content will be supported by the AV Unit, and content may not be displayed or played properly.

2. RISK OF VIRUSES.

WHILE REASONABLE MEASURES ARE APPLIED TO PROTECT THE SECURITY OF THE AV UNIT, AS WITH ANY USE OF THE INTERNET, CERTAIN WEBSITES MAY EXPOSE DEVICES TO VIRUSES, MALWARE, SPYWARE, MALICIOUS CODE, OR OTHER SECURITY RISKS. WHEN YOU SEND WEBSITE URLS TO THE AV UNIT AND BROWSE WEBSITES ON THE AV UNIT, YOU DO SO AT YOUR OWN RISK.

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL PIONEER BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, FOR LOST DATA OR ECONOMIC LOSS) ARISING OUT OF OR IN ANY WAY RELATING TO THIS SUPPLEMENT OR INFECTION OF THE AV UNIT BY A VIRUS, MALWARE, SPYWARE, OR OTHER MALICIOUS CODE, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THE CLAIM IS BASED, EVEN IF PIONEER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF DAMAGES SO THE ABOVE EXCLUSIONS, TO THE EXTENT PROHIBITED BY APPLICABLE LAW, MAY NOT APPLY TO YOU. YOUR SPECIFIC RIGHTS MAY VARY FROM JURISDICTION TO JURISDICTION.