

AGREEMENT TO USE

This agreement to use between Pioneer India Electronics Private Limited, (including all its affiliates, associates and subsidiaries) (“**Pioneer**” or “**we**”), and you, i.e. the end user of the Products and Services (*defined below*) (“**End User**”, or “**you**”) records the terms and conditions of usage of Products and Services including the Pioneer Dash Camera Products (*defined below*) (**Agreement**). If you do not agree to the terms and conditions under this Agreement, you may not use the Pioneer Dash Camera Products and you may choose to promptly return the product in accordance with the Limited Warranty Statement.

1. Terms and Conditions

- 1.1 The usage of Pioneer’s dash camera products including but not limited to the complete range of devices, components, parts, accessories, services or mobile/ web-based application designed to connect mobile devices to Pioneer Dash Camera Products in order to control the dash cameras and to remotely capture and access both live and recorded videos (**Dash Camera App**) (collectively referred to as **Pioneer Dash Camera Products**) by you implies that you hereby (i) agree and consent to the terms and conditions set out under this Agreement, including any future updates, modifications or amendments, from time to time; and (ii) expressly consent to our collection, storage, use, processing, sharing and disclosure of your information (as defined in the Privacy Policy) in accordance with the terms of the Privacy Policy detailed in <https://pioneer-india.in/privacy-policy/dash-camera-app/> . Your every instance of use and continued access of the Products and Services is deemed to mean that you have agreed to accept and adhere to the terms and conditions set out in this Agreement, as amended and applicable at such time.
- 1.2 Further, the use, access, installation or general exploration of the Products and Services means that You expressly consent to Pioneer’s (along with its affiliates, associates, subsidiaries, business partners and authorized partners) (collectively, **Affiliates**) provision of services in connection with such Products and Services in accordance with the terms and conditions of this Agreement.
- 1.3 The terms and conditions under this Agreement shall be available for your review upon installation and setting up of your purchased product(s), on the relevant display screen and shall be available for periodic review at [Link to be updated], as updated till date. This Agreement constitutes a binding and legal agreement between you and Pioneer.
- 1.4 You specifically acknowledge and consent to the terms and conditions under all sections of this Agreement prior to your use of any Product and Service including the products offered at the website of our Affiliates, or uploading data, browsing or accessing our website or any other service offered by Pioneer.
- 1.5 You are requested to read and understand all the sections set forth below carefully in order to understand our policies in relation to, including but not limited to, communication, dispute resolution, violations, warranties and disclaimers. To avoid any doubts, it is stated that the terms and conditions in this Agreement shall apply to all Products and Services, offered by us directly or through our Affiliates.

1.6 The terms and conditions published in this Agreement is an electronic record in terms of the information technology laws and regulations applicable in your jurisdiction and rules thereunder as applicable and the amended provisions pertaining to electronic records in various statutes as amended by the relevant regulations. This electronic record is generated by a computer system and does not require any physical or digital signatures.

2. Definitions

2.1 The terms and expressions that have been used/ defined in this section and throughout this Agreement shall have the meaning ascribed to them as below. The terms and expressions which have been used hereinbelow but have not been specifically defined shall have the same meaning as attributed to such term in the Privacy Policy or the Limited Warranty Statement. This Agreement, the Limited Warranty Statement and the Privacy Policy are to be interpreted harmoniously at all events.

- (a) “Agreement” shall refer to this agreement to use providing and detailing the terms and conditions of use of Pioneer products and services.
- (b) “Pioneer” “our”, “we” or “us” shall refer to and include Pioneer India Electronics Private Limited, its Affiliates, its owners, chairpersons, directors, employees, officers, partners, subsidiaries, shareholders, authorized contractors and sub-contractors, dealers, distributors, retailers, agents, and assigns.
- (c) “You” or “your” or “User” or “End-User” shall refer to individual(s), entity(ies) or group(s) who directly or indirectly purchase, acquire, use and access any Products and/ or Services,
- (d) “Limited Warranty Statement” shall refer to Pioneer’s limited warranty terms and conditions, as provided and updated at the document section of specific product.
- (e) “Product” shall refer to any and all Pioneer product(s) mentioned in our portfolio online or offline (*through our trusted and authorized business partners*), including but not limited to infotainment systems range, Pioneer Dash Camera Products, and parts, components, accessories for the same.
- (f) “Privacy Policy” shall refer to Pioneer’s privacy policy as provided and updated from time to time at <https://pioneer-india.in/privacy-policy/dash-camera-app/>
- (g) “Services” shall refer to any free or paid subscription-based services offered by us online or offline (*through our trusted and authorized business partners*), software services, technical support and services accessible through our Products, mobile applications and/ or website and application including the Dash Camera App.
- (h) “Third Party Service(s)” means applications and/ or services (currently available or as may be available in the future) provided by any third party, including without limitation, the voice services, that may be used or availed by you through or during usage of the Products and Services.

- (i) “Applicable Law” shall mean, in respect to the Products, the applicable statutes, establishment laws, legislation, ordinances, rules, regulations, orders, laws, guidelines, policies, verdicts, legal regulations, or similar forms of decisions, or any rulings by the governmental entities or legally binding interpretations, enforced by the authorities that have jurisdiction over the Pioneer Group Subsidiary, where Customer resides, on or after the Effective Date (defined below). In respect to the Services, it refers to the applicable statutes, establishment laws, legislation, ordinances, rules, regulations, orders, laws, guidelines, policies, verdicts, legal regulations, or similar forms of decisions, or any rulings by the governmental entities or legally binding interpretations, based on the region outlined in the subsequent section regarding dispute resolution mechanisms.

3. Acknowledgement

- 3.1 By using, accessing, downloading or registering with our Products or Services, including the mobile or web-based applications for any general or specific purpose, you agree to abide by the general terms and conditions set forth by this Agreement. The terms and conditions under this Agreement shall also include any additional or modified terms and conditions in relation to the Products and Services or any future Products or Services that might be offered by Pioneer.
- 3.2 If at any point in time you do not wish to be bound by this Agreement, then you may not use or access our Products and Services and your access to the Products and services in respect thereof will be immediately terminated.
- 3.3 The usage of our Products or Services is intended for users who are of the legal age to enter into a contract under Applicable Law i.e. 18 years of age or older. By using our Products and Services, you confirm that you are over the permissible age, capable to enter into a contract, and of sound mind, or that you are using such Products and Services under supervision of an adult of sound mind, competent to enter into a contract under the Applicable Law, who agrees to be bound by the terms and conditions of this Agreement. Your agreed usage of our Products and Services makes you obligated to follow the terms and conditions set out in this Agreement. Accepting or consenting to the terms and conditions will constitute a legitimate contract by and between you, as an individual client of the relevant Pioneer Products and Services, and us, and the date and time of such contract shall be recorded by us at the time of such acceptance or consent (**Effective Date**). All administrations are rendered by Pioneer under the brand name “Pioneer” (or any subordinates or varieties thereof). Therefore, each right, liability, covenant and undertaking under this Agreement will be accrued to Pioneer, with respect to your utilization of the Products or Services.

4. Proprietary Rights and Dash Camera App Software License

- 4.1 The Products and Services are owned, operated and sold by Pioneer India Electronics Private Limited and its Affiliates. The visuals, graphics, designs, software, computer code, product literature and all other elements of our Products and Services, Pioneer platform and mobile applications including the Dash Camera App are subject to and protected by intellectual property laws of India. You agree not to alter, damage, remove or obscure the intellectual property rights and proprietary rights of Pioneer or its Affiliates.

- 4.2 Conditioned on your compliance with this Agreement, Pioneer undertakes to provide you with a personal and non-transferrable privilege to use and avail Products and Services and grants you a limited, revocable, personal, non-exclusive, non-sublicensable and non-transferable license to download, install, and use the Products and Services for your personal, non-commercial use on a mobile device owned or otherwise controlled by you solely in connection with your operation of the Products owned by you (**License**).
- 4.3 The software embedded in or associated with the Pioneer Dash Camera Product is owned by Pioneer or our Affiliates and it is only licensed and not sold to you. You have a limited, revocable, personal, non-sublicensable and non-exclusive and non-transferable license to use, install, run and access a copy of our Dash Camera App software on your purchased Pioneer Dash Camera Product or on your mobile phone/ smart device solely for personal and non-commercial purposes. Our services might come integrated with third-party software, in which case the terms of that product's software license shall govern the appropriate way and conditions to use the product. Pioneer reserves the right to shut down or discontinue the Products or Services without any prior notice. In any such event, Pioneer shall not be held responsible for any loss of information or any other loss or damage to You or third parties in any manner whatsoever.
- 4.4 You must not attempt to work around, disable, bypass, modify, or defeat any technical limitations in the Products/ Services or use the Dash Camera App in an attempt to, or in conjunction with any device, program or service designed to circumvent any security features or any technical measures employed to control access to, or the rights in, a content, file or other work. Any attempt to do so, shall be at your own risk and Pioneer shall not be responsible or liable for any defect in the operations of the Products or Services including the Dash Camera App owing to such actions being undertaken by you or by someone on your behalf.
- 4.5 With respect to the Products and Services, you agree to:
- (a) Not misuse the Products or Services, any content, features, skills, software, third party services in any manner other than as permitted under this Agreement;
 - (b) Not access, use or tamper with the non-public interface of any of our software, platforms, networks or our systems;
 - (c) not rent, lease, sub-licence, sell, distribute, publicly display or make the Products or Services available over any communication network where it could be used by multiple users/or devices at the same time;
 - (d) not edit, modify, reproduce, translate, merge, adapt, vary or create derivative works or make unlawful and unauthorized use of the Products or Services and its related material;
 - (e) not make alterations to, or modifications of, the whole or any part of the Products or Services, incorporated in, any other programs;
 - (f) not disassemble, decompile, reverse engineer, reproduce, attempt to derive the source code or, modify or, create derivative works based on, the whole or any part of the Dash

Camera App nor attempt to do any such thing except to the extent that such actions cannot be prohibited by the Applicable Law; and

- (g) not provide or otherwise make available the Dash Camera App in whole or in part (including but not limited to program listings, object and source program listings, object code and source code), in any form to any person without our prior written consent.

4.6 You acknowledge that all intellectual property rights in the Products and Services, anywhere in the world belong to Pioneer, and that you have no rights in, or to, the Products and Services other than the right to use the same in accordance with the terms of this Licence. You hereby peremptorily assign to Pioneer, and shall assign to Pioneer all rights, titles, interests, suggestions or intellectual property rights associated herewith. You agree to perform such acts or execute documents as may be necessarily required to perfect the foregoing requests. If you have any comments regarding Pioneer's products, services, platform or ideas on how to improve the product performance, then please contact our customer service for appropriate solutions. This clause shall survive termination of this Agreement.

4.7 Certain items of software included with the Dash Camera App are subject to "open source" or "free software" licenses (**Open Source Software**). Some of the Open Source Software is owned by third parties. Each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Notwithstanding anything to the contrary, nothing in this Agreement limits your rights under, or grants you rights that supersedes, the terms and conditions of any applicable end user license for Open Source Software.

5. Permitted Use and End User Representations and Warranties

5.1 For better experience, you are requested to read the instructions available on the Product/ Service user manual as provided either online or offline. You agree to keep your log-in information confidential and not authorize any third party to use it or your Account.

5.2 By registering and creating your user account for use and access of our products and services, accessing our platforms and associated services, you agree to:

- (a) provide accurate, current and complete information as may be prompted (i.e., registration and user account details) and maintain and undertake to update the same in respect of any changes;
- (b) maintain the security of your passwords and any sub-user passwords;
- (c) accept all risks of unauthorized access attributable to you in relation to the registration and user account details and any other information you provide to us;
- (d) notify us immediately of any breach of security or any unauthorized use/ access of your user account or any sub-user account (if any);
- (e) not authorize, assign or otherwise transfer your user account to any other person or entity, without our express prior written consent or unless permitted under this agreement;

- (f) take all the necessary measures to preserve, in good condition, our products and devices purchased, used and accessed by you.
- (g) access or operate our products and services through your user account created and in no event use another person/ entity's user's account for any purpose or objective; and
- (h) be responsible for all activity on your user account and any activity of authorized sub-users in relation thereof and to use and operate the same in accordance with the Applicable Laws.

5.3 You represent and warrant that you have the full authority to enter into this Agreement with Pioneer and that in doing so you are not violating any terms and conditions of any agreement that you are already a party to (if any). You further agree to use the Products and Services in complete compliance with the Applicable Laws. By agreeing to this Agreement, you declare that you are legally adult under the Applicable Law and have not been recently suspended or prohibited by Pioneer from using and accessing its products and services.

If you are accepting the terms and conditions under this Agreement on behalf of a company, limited liability partnership or other legal entity, you represent and warrant that you have the authority to bind such entity to these terms and conditions and, in such event, "you" and "your" as used in this Agreement shall refer to such entity. Further, you acknowledge and warrant that you will comply with the Applicable Law and you have the right, authority, expertise and ability to enter into this Agreement and to comply with all the terms and conditions of this Agreement.

6. Disclaimer

6.1 OUR PRODUCTS AND SERVICES ARE COVERED BY A CONTRACTUAL 12-MONTH WARRANTY UNLESS OTHERWISE SPECIFIED ON SUCH PRODUCTS OR SERVICES OR THE LIMITED WARRANTY STATEMENT OR THEIR PACKAGING OR BY ANY OTHER AUTHORISED THIRD PARTY AT THE TIME OF SALE AND PURCHASE THEREOF. HOWEVER, THIS WARRANTY SHALL NOT APPLY IN THE CASE OF NATURAL WEAR AND TEAR OF THE DEVICES, DAMAGE CAUSED BY NEGLIGENT USE OF THE DEVICES AND COMPONENTS/ PARTS/ KITS THEREOF, OR BY USE IN A MANNER FOR WHICH THE DEVICES AND COMPONENTS/ PARTS/ KITS THEREOF WAS NOT INTENDED OR USE IN A MANNER THAT CONTRAVENES OTHER TERMS AND CONDITIONS OF THE LIMITED WARRANTY STATEMENT.

6.2 PIONEER PROVIDES A LIMITED WARRANTY FOR ITS DASH CAMERA PRODUCTS. THE WARRANTY COVERS DEFECTS IN MATERIALS OR WORKMANSHIP UNDER NORMAL USE DURING THE WARRANTY PERIOD, WHICH STARTS ON THE DATE OF PURCHASE AS MENTIONED ON THE WARRANTY CARD. THE WARRANTY DOES NOT COVER PROBLEMS ARISING FROM IMPROPER MAINTENANCE, MODIFICATION, OR USE OF EXTERNAL PARTS, OR SUPPLIES.

6.3 THIS AGREEMENT, SUPPLEMENTED BY THE PRODUCT AND ITS COMPONENTS, PARTS, KITS THEREOF INCLUDING SPECIFIC CARE AND SAFETY INSTRUCTIONS/ USER MANUAL PERTAINING TO ITS USE, SHALL BE AT ALL TIMES STRICTLY

FOLLOWED, FAILING WHICH THE COMPANY SHALL DISCLAIM ANY AND ALL WARRANTY OBLIGATIONS OVER THE DEVICE.

- 6.4 PIONEER DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE RELIABILITY, ACCURACY, COMPLETENESS, CORRECTNESS, OR USEFULNESS OF ANY CONTENT OR SERVICE OR APPLICATIONS OFFERED BY ANY TRUSTED AUTHORIZED THIRD PARTY (INCLUDING ANY THIRD PARTY SERVICES), AND DISCLAIMS ALL LIABILITIES ARISING FROM OR RELATED TO THEREOF.
- 6.5 ANY INFORMATION ABOUT PRICING, SPECIFICATIONS AND IN GENERAL CASE ALL INFORMATION ABOUT, RELATING TO OR IN CONNECTION WITH THE DEVICE IS SUBJECT TO CHANGE WITHOUT ANY NOTICE TO THE USER.
- 6.6 ANY PRODUCT OR SERVICE PURCHASED AND USED BY YOU, IS PROVIDED TO YOU STRICTLY ON AN 'AS IS' BASIS. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT, PIONEER DOES NOT WARRANT, EXCEPT AS PROVIDED UNDER THIS AGREEMENT, THAT THE PRODUCTS AND SERVICES: (A) WILL PERFORM ERROR-FREE, DEFICIENCY-FREE OR UNINTERRUPTED, OR THAT PIONEER WILL CORRECT ALL OR ANY ERRORS, DEFICIENCIES OR DEFECTS, IN ANY OR ALL EVENTS; (B) WILL OPERATE IN COMBINATION WITH ANY OF YOUR UNAUTHORIZED DEVICES (SUCH AS DESKTOPS, LAPTOPS, TOUCH PADS, MOBILE PHONES, CABLES, ETC.), OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS OR DATA NOT PROVIDED AND AUTHORIZED BY PIONEER; AND (C) WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS.
- 6.7 WE ARE NOT RESPONSIBLE FOR THE COMPLIANCE OF APPLICABLE LAWS IN THE USAGE OF OUR PRODUCTS AND SERVICES. OUR PRODUCTS AND SERVICES ARE MADE TO BE USED IN COMPLIANCE WITH THE APPLICABLE LAWS. YOU UNDERSTAND THAT YOU ARE RESPONSIBLE FOR COMPLYING WITH ANY APPLICABLE LAWS RELATING TO RECORDING OR SHARING OF VIDEO OR AUDIO CONTENT CONTAINING THIRD PARTIES OR PUBLIC SPACES, INCLUDING OBLIGATIONS TO PROVIDE PRIOR NOTICE TO PERSONS INVOLVED.
- 6.8 PIONEER FURTHER ACKNOWLEDGES AND DISCLAIMS THAT PIONEER DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATION FACILITIES, INCLUDING THE INTERNET AND WI-FI CONNECTION, ANY WEB-BASED APPLICATION, MOBILE APPLICATION, SOFTWARE, CLOUD SERVICES AND OTHER RELATED OR PERTINENT FACILITIES. WHILE PIONEER ATTEMPTS TO PROVIDE A GREAT SERVICE EXPERIENCE IN RELATION TO ITS PRODUCTS, DUE TO LIMITATIONS OF EXISTING TECHNOLOGY, WE CANNOT GUARANTEE THE SAME.
- 6.9 PRODUCTS/ SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CONSEQUENTLY, WE ARE NOT RESPONSIBLE FOR (A) ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES AS A RESULT OF SUCH LIMITATIONS, DELAYS AND OTHER PROBLEMS; (B) ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE PRODUCTS AND SERVICES, TRANSFER OF DATA OVER ANY

COMMUNICATION FACILITIES INCLUDING THE INTERNET, WI-FI CONNECTION, ANY WEB-BASED APPLICATION, MOBILE APPLICATION, SOFTWARE, CLOUD SERVICES AND OTHER RELATED OR PERTINENT FACILITIES AND SERVICES THAT ARISE AS A CONSEQUENCE THEREFROM. WE THEREFORE, CANNOT WARRANT THE AVAILABILITY, UPTIME, ACCURACY OF RESULTS, ACCURACY OF DATA, STORAGE OF DATA, ACCESSIBILITY AT ALL TIMES, RELIABILITY OF ANY RESULTING NOTIFICATIONS, AMONGST OTHERS, IN RELATION TO THE USE OF OUR PRODUCTS AND SERVICES.

6.10 BY VIRTUE OF USE AND ACCESS OF THE PRODUCTS AND/ OR SERVICES BY YOU, TO THE EXTENT PERMITTED BY APPLICABLE LAW, PIONEER DISCLAIMS ANY LIABILITY OR RESPONSIBILITY WITH RESPECT TO ANY DATA INTENDED FOR YOU, INCLUDING BUT NOT LIMITED TO ADVERTISEMENTS, MARKETING, PROMOTIONAL MATERIALS, VALUE DEALS, ETC., EITHER BY PIONEER OR BY ANY TRUSTED AND AUTHORIZED THIRD PARTY(IES) ON BEHALF OF PIONEER.

6.11 PIONEER SHALL ENDEAVOUR TO SUPPORT SERVICES FOR ITS OUTDATED OR OUT-OF-WARRANTY PRODUCTS, AS WELL AS ANY ADDITIONAL SERVICES REQUIRED FOR THE BETTER FUNCTIONING OF THE PRODUCT. HOWEVER, IF PIONEER IS UNABLE TO PROVIDE THE REQUESTED SERVICE DUE TO REASONS SUCH AS NON-AVAILABILITY OF SPARE PARTS OR DISCONTINUATION OF THE REQUESTED SPARE PART, PIONEER SHALL NOT BE RESPONSIBLE FOR ANY RESULTING LOSS, DAMAGE, OR SERVICE INTERRUPTION OF YOUR PRODUCT. IN SUCH CASES, PIONEER MAY, AT ITS SOLE DISCRETION, OFFER A REPLACEMENT, A REFURBISHED PRODUCT, OR AN UPGRADED PRODUCT. PIONEER SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR EXPENSES SUFFERED BY THE CUSTOMER, AND YOUR RIGHTS ARE LIMITED TO THOSE STATED IN THE TERMS AND CONDITIONS OF THIS AGREEMENT AND UNDER THE APPLICABLE LAW.

6.12 THE STATED TERMS AND CONDITIONS, UNDER ANY APPLICABLE LAW, CANNOT BE EXCLUDED. PIONEER'S LIABILITY FOR THE BREACH OF SUCH CONDITIONS SHALL BE LIMITED, AT PIONEER'S OPTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO THE REPLACEMENT, SERVICE, OR SUPPLY OF AN EQUIVALENT PRODUCT, AS DEEMED SUITABLE BY PIONEER. THIS CLAUSE SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

7. End User Undertakings/Covenants

7.1 You agree not to use the Products in any manner that could harm, disable, overburden, or impair the servers or networks connected to the Products. This includes, but is not limited to, (a) actions that may introduce viruses, malware, or other harmful software; attempts to gain unauthorized access to the Product's systems, data, or user accounts; and (b) activities that could disrupt or interfere with the normal operation and functionality of the Products, such as denial-of-service attacks or excessive usage that strains network resources. You must also avoid actions that could degrade the performance of the Products or Services for other users or compromise the security and integrity of the servers and networks.

- 7.2 You acknowledge and agree that the entire risk arising out of your use of the Products and Services, the Dash Camera App, any web-based application, mobile application, software, cloud services and other related services in connection with such Products or Services remains solely with you. Your use of such Products and Services, includes the ability to enter into agreements and/or to make transactions electronically. You acknowledge that your electronic submissions due to use of and access to such Products and Services, constitute your agreement and intent to be bound by the associated terms and conditions and to pay for the services provided by us and our authorized third parties.
- 7.3 You shall not use the Products or Services to infringe upon the intellectual property rights of others, including but not limited to copyright, trademark, and patent laws. This means you must not copy, distribute, display, or create derivative works from any content or material that you do not own or have explicit permission to use. Additionally, you must not use the Products or Services to record, upload, share, or distribute any content that violates the intellectual property rights of third parties. Any unauthorized use of copyrighted material, trademarks, patented inventions, or other protected intellectual property is strictly prohibited and may result in legal action against you.

8. Connectivity and Availability

- 8.1 Our Products and Services will require certain input parameters to perform efficiently and hassle-free, including a live power supply and, in some cases, an active internet connection. You need to ensure that the data plan and service is compatible with the Pioneer product/device and services (including products and services related to Pioneer Dash Camera Products) you want to use. The User shall be solely responsible if he/she is not able to utilize the full features of his/her subscription plans owing to non-availability of necessary input parameters as stated and required by the product in its user manual.
- (a) ***Service Coverage:*** If the purchased Product or Service is located in an area where the internet and data services are partially or fully inaccessible, Pioneer would not be responsible for any corresponding loss of product features and services.
 - (b) ***User Responsibilities:*** You are responsible for ensuring that your device meets all necessary technical specifications required to access and use the Products and Services, including but not limited to, having the required operating system version and hardware capabilities.
 - (c) ***Network Compatibility:*** You must confirm that your network provider supports the specific network requirements of the Product or Service, including compatibility with specific data protocols and speeds.
 - (d) ***Associated Costs:*** You are responsible for any charges you may incur on the Product or Services resulting from, including but not limited to, accessing, downloading and usage of such Product or Services, transmission of data online and cost of internet services. This includes any additional fees charged by your internet or mobile service provider for data usage.

(e) ***Maintenance and Updates***: Regular maintenance or updates to the Products and Services may require an active internet connection, and you are responsible for ensuring that these updates can be downloaded and installed.

(f) ***Third-Party Services***: If your usage of the Products or Services involves third-party services (such as cloud storage providers), you are responsible for ensuring that these services are available and compatible with our Products and Services.

8.2 You acknowledge that you are responsible for any costs and expenses incurred by you in relation to the use and access of Products and Services. Pioneer shall not be liable for any disruptions or limitations caused by your failure to meet these requirements.

9. Data Collection and Management

9.1 You agree that we may collect and use technical data and related information, including but not limited to identifiers that you use to log in to access your user account or use our service, such as your user name, e-mail address, contact details, technical information about your device, system and application software, location information and peripherals periodically for statistical or technical analysis in order to further improve the application, create and enhance services, and for further internal, commercial and statistical purposes and to facilitate the provision of software updates, product support and other services to you (if any) related to the Products and Services. You agree that we may also use this information collected from the use of Products or Services by making such information available to our Affiliates in relation to the Product or Services for statistical analysis, commercial and technical support to the Products and Services.

9.2 You are solely responsible for the personal information and other data shared by you while availing our products and services. Please refer to our Privacy Policy to familiarize yourself with the terms and conditions of collection, use, storage and disclosure of your information in respect of use, exploration and access of our products and services. You are responsible for the protection of your personal data like login id, password, and other sensitive information. If you decide to share your account details with your family or friends, then You are fully and solely responsible in respect of the personal details you give them access to. In case of returns or cancellation of subscription from any Product or Service, you are responsible for erasing all your personal data in your account and the data stored on your Product to the cloud. You are solely liable for storing and managing the data and information that is stored on your Product or via your access to the Services. We expressly disclaim any obligation or consequent liability and shall not be responsible for the loss or management of such data.

10. Third Party Services

10.1 The Third-Party Services shall be available subject to the terms and conditions specified by the relevant third party and you are required to read, agree and comply with all such terms and conditions while availing any Third Party Services. Pioneer does not make any representations or warranties relating to any Third-Party Services, including its continued availability, performance, level of performance etc.

10.2 Certain Third-Party Services may (a) be available subject to certain prerequisites or conditions; (b) not be available in some areas and (c) be available subject to a separate subscription and payment

of fees. Pioneer shall not be liable for any Third-Party Services, including any failure or deficiency therein.

10.3 You confirm that any Third Party Services availed by you will be at your cost, approval (whether express or implicit) and discretion and Pioneer does not make any representation as to its content(s), availability, suitability, tenure, continuity, appropriateness or quality of any Third Party Services.

11. Limited Warranty Statement

YOUR PRODUCT SHALL BE WARRANTED AGAINST MANUFACTURING DEFECTS IN MATERIAL AND WORKMANSHIP FOR A CONTINUOUS PERIOD OF 12 MONTHS FROM THE DATE OF PURCHASE (**WARRANTY**). THE UNDERTAKING AND OR COMPLETION OF REPAIR/ SERVICE OF YOUR PRODUCT BY US SHALL IN NO CIRCUMSTANCES EXTEND THIS WARRANTY WHICH SHALL THEREAFTER CONTINUE TO APPLY ONLY FOR THE REMAINING PERIOD OF THIS WARRANTY.

HOWEVER, THE EXPIRATION OF THE 12 MONTHS PERIOD MAY BE ADJUSTED IN ACCORDANCE WITH THE TERMS STIPULATED ON THE WARRANTY CARD ISSUED BY THE PIONEER GROUP SUBSIDIARY OR DISTRIBUTOR.

- (a) WARRANTY WILL ONLY BE APPLICABLE FOR PRODUCTS PURCHASED FROM PIONEER'S AUTHORIZED DEALERS SELLING AUTHORIZED PRODUCTS.
- (b) WARRANTY WILL NOT BE VALID IN CASE THE PRODUCT IS PURCHASED FROM AN UNAUTHORIZED DEALER OR ANY UNAUTHORIZED E- COMMERCE WEBSITE.
- (c) THIS WARRANTY IS NON-TRANSFERABLE AND IS CONFINED TO THE FIRST PURCHASER OF THE PRODUCT ONLY.
- (d) FOR AVAILING THE WARRANTY SERVICE, THE USER IS REQUIRED TO PROVIDE (I) DULY FILLED AND STAMPED WARRANTY CARD ISSUED TO THE USER BY THE DEALER AT THE TIME OF PURCHASE; AND (II) THE PURCHASE INVOICE FOR THE PRODUCT.
- (e) REPAIRS WILL BE CARRIED OUT THROUGH PIONEER OR ITS AUTHORIZED SERVICE CENTERS.
- (f) IN THE EVENT OF REPLACEMENT OF ANY PART(S) OF THE PRODUCT OR RETURN OF THE COMPLETE PRODUCT BY AUTHORIZED SERVICE CENTRE, THE WARRANTY WILL CONTINUE AND REMAIN IN FORCE ONLY FOR THE UNEXPIRED PERIOD OF THE WARRANTY. MOREOVER, THE TIME TAKEN FOR REPLACEMENT OR RETURN IN TRANSIT, WHETHER UNDER THE WARRANTY OR OTHERWISE SHALL NOT BE EXCLUDED FROM THE WARRANTY PERIOD.
- (g) PIONEER OR ITS AUTHORIZED SERVICE CENTRE, RESERVES THE RIGHT TO RETAIN ANY PART(S) OR COMPONENT(S) OF EQUIPMENT REPLACED AT ITS DISCRETION IN THE EVENT OF A DEFECT BEING NOTICED IN SUCH EQUIPMENT DURING THE WARRANTY PERIOD.

- (h) IN CASE OF A MONETARY CLAIM ARISING OUT OF A REQUEST FOR RETURN OF THE PRODUCT, WHERE SUCH RETURN REQUEST IS ACCEPTED BY PIONEER, WILL BE CAPPED TO THE MAXIMUM RETAIL PRICE OF SUCH PRODUCT OR THE PURCHASE PRICE OF SUCH PRODUCT, WHICHEVER IS LOWER.
- (i) THE WARRANTY DOES NOT COVER ANY ACCESSORIES EXTERNAL TO THE SYSTEM.
- (j) THE WARRANTY IS ISSUED AT NEW DELHI, INDIA AND COURTS AT NEW DELHI, INDIA SHALL HAVE EXCLUSIVE JURISDICTION OVER MATTERS COVERED OR FLOWING FROM THIS WARRANTY.
- (k) THE COMPANY'S OBLIGATION UNDER THE WARRANTY WITH RESPECT TO THE PIONEER DASH CAMERA PRODUCTS SHALL BE LIMITED TO RETURN OR REPLACEMENT OF THE DEFECTIVE PIONEER DASH CAMERA PRODUCT.
- (l) THE WARRANTY COVERS DEFECTS IN MATERIAL OR WORKMANSHIP UNDER NORMAL USE DURING THE WARRANTY PERIOD, WHICH STARTS ON THE DATE OF PURCHASE AS MENTIONED ON THE WARRANTY CARD. THE WARRANTY DOES NOT COVER PROBLEMS ARISING FROM IMPROPER MAINTENANCE, MODIFICATION, OR USE OF EXTERNAL PARTS, OR SUPPLIES.
- (m) REPLACEMENT OR RETURNS DURING WARRANTY PERIOD SHALL BE CARRIED ON "CARRY IN" BASIS, WHEREIN THE PURCHASER SHALL BRING THE PRODUCT TO THE AUTHORIZED SERVICE CENTRE WITH WHOM THE PRODUCT IS REGISTERED, FOR WARRANTY SERVICE. ALL THE ACCESSORIES, PARTS AND COMPONENTS ACCOMPANYING THE MAIN PRODUCT SUCH AS USER MANUALS, POWER SUPPLY ADAPTORS, POWER CABLES, CONNECTING CABLES OR OTHER ITEMS INCLUDED WITH THE PRODUCT, MUST BE RETURNED WITH IT IN A PROPER, SAFE AND EFFICIENT MANNER.
- (n) THE WARRANTY DOES NOT COVER COST OF TRANSPORTATION OF SYSTEM FROM PLACE OF INSTALLATION TO THE SERVICE CENTRE.

THIS WARRANTY IS NOT APPLICABLE IN ANY OF THE FOLLOWING CASES:

- (a) IF THE PURCHASE IS MADE FROM AN UNAUTHORIZED SELLER OR UNAUTHORIZED E-COMMERCE WEBSITE.
- (b) THE WARRANTY CARD IS NOT DULY FILLED AND STAMPED BY THE AUTHORIZED DEALER.
- (c) DULY FILLED AND STAMPED WARRANTY CARD IS NOT PRESENTED TO AUTHORIZED DEALER AT THE TIME OF CLAIMING REPAIRS UNDER THE WARRANTY.
- (d) THE PRODUCT IS NOT PURCHASED FROM AN AUTHORIZED DEALER.
- (e) THE PRODUCT IS NOT USED ACCORDING TO INSTRUCTIONS GIVEN IN THE INSTRUCTION MANUAL.

- (f) DEFECTS ARE CAUSED BY IMPROPER USE OF THE PRODUCT AS DETERMINED BY THE AUTHORIZED DEALER OR ITS PERSONNEL.
- (g) MODIFICATION OR ALTERATION OF ANY NATURE IN THE ELECTRICAL CIRCUITRY/ OR PHYSICAL CONSTRUCTION OF THE PRODUCT.
- (h) INSTALLATION/ REPAIR WORK IS CARRIED OUT BY PERSONS/AGENCY OTHER THAN THOSE AUTHORIZED BY THE COMPANY.
- (i) SITE (PREMISES OR POSITION IN VEHICLE WHERE THE PRODUCT IS KEPT) CONDITIONS THAT DO NOT CONFORM TO THE RECOMMENDED OPERATING CONDITIONS OF THE MACHINE.
- (j) THE ORIGINAL SERIAL NUMBER OF THE PRODUCT IS REMOVED, OBLITERATED OR ALTERED FROM THE MACHINE OR CABINET.
- (k) DEFECTS DUE TO CAUSES BEYOND CONTROL OF THE USER SUCH AS LIGHTNING, ABNORMAL VOLTAGE, ACTS OF GOD OR WHILE IN TRANSIT TO SERVICE CENTRE OR PURCHASER'S RESIDENCE.
- (l) RETURNED PRODUCT DOES NOT MEET THE AFORESAID CRITERIA. I.E., ALL THE ACCESSORIES, PARTS AND COMPONENTS ACCOMPANYING THE MAIN PRODUCT SUCH AS BUT NOT LIMITED TO USER MANUALS, POWER SUPPLY ADAPTORS, POWER CABLES, CONNECTING CABLES OR OTHER ITEMS INCLUDED WITH THE PRODUCT, ARE NOT RETURNED IN A PROPER, SAFE AND EFFICIENT MANNER.

12. Installation and Use

12.1 You agree and acknowledge that Pioneer will not provide any installation services for any Product. The Products are to be installed by the End Users themselves and you are solely liable for the decisions you take as an individual related to the installation and use of the Products and Services. This includes, following the installation guidelines and user manual instructions for proper installation, selection of the installation location for the Product, availability of proper internet services for the Dash Camera App (and other Products and Services), availability of a proper power supply for the Products, activation or deactivation of any additional product accessory bought with the Product, testing the Product and ensuring that it is working as per its use and specifications and compliance with the Applicable Laws.

12.2 While using the Products, you agree and acknowledge that:

- (a) Such Product is intended to be used as a monitoring device for personal use only. The Product does not provide any third-party alarm monitoring services, including any automatic contact with local police authorities. The Product is not intended to be used as a personal safety device or an emergency device.
- (b) The Product does not alert, signal or trigger any kind of response via panic buttons, sirens, smoke detectors, or motion sensors.

- (c) The Product is intended for non-time critical control and management of data and information.
- (d) You are solely responsible for responding to any email alert, SMS, push notification or any other alert, including communication with Pioneer or any other appropriate authority associated with the Product in relation to the usage of the Products.

12.3 Our Products and Services are intended for personal use as stated above and are not intended for critical or lifesaving usage. Our Products are not certified for emergency response. Notifications (if any) in the mobile applications bundled with our Products and Services (such as the Dash Camera App) are for informational purposes only and not a substitute for a third-party monitored emergency notification system. You are responsible for timely notification to the emergency authorities for any emergency situations occurring and/or being recorded on the Product or Service.

12.4 You acknowledge that Pioneer is not responsible for any discrepancies or improper functioning arising due to improper installation of the Product or incapability of the user to use the Product correctly or in compliance with the Applicable Law. You as a user hereby, without limiting other sections in this Agreement, release Pioneer from any claims, actions, damages arising out of the usage of Products or Services including but not limited to loss of data and information, improper functioning or expenses incurred as a consequence of discrepancies related to the installation or use of the Products and Services.

13. Withdrawal of Consent

Acceptance of this Agreement states that you agree to the below terms and conditions:

- (a) You are free to withdraw your consent to this Agreement at any time. If you choose to withdraw consent, please notify Pioneer immediately to stop receiving alerts. This does not affect the lawfulness of processing of data and information received prior to the withdrawal of consent. Upon such withdrawal, Pioneer will cease all data processing activities related to your personal information and update our systems accordingly to ensure your preferences are respected. You can contact our support team for assistance with the withdrawal process to ensure a smooth transition. Upon withdrawal of the consent, you may proceed to uninstall the Dash Camera App and any other software's and cease to use the Product and Services. Further, as stated above, since your use of our Products and Services is subject to you consenting to this Agreement, you must cease use of all Pioneer Products and Services if you choose to withdraw your consent to this Agreement at any time.

14. Other User Responsibilities and Duties

By agreeing to this Agreement, the user agrees to below terms and conditions:

- (a) The Product is deemed to be used for personal use only, not for commercial use or any other use for the benefit of any third-party.
- (b) The User is responsible for compliance with the Applicable Law including but not limited to privacy rights, data sharing policy, videos and audio recordings, surveillance or any other activity associated with the use of the Products and Services.

- (c) You are responsible for accessing the Product website and mobile application from a trusted source and keeping your login detail, password and other personal information safe from being misused by any other individual(s) or third-party;
- (d) You agree to fully indemnify, defend and hold harmless Pioneer and waive any claims against it or its related associates in case you fail to comply the above stated conditions.

15. Unsupported Conduct

By accepting the terms and conditions of this Agreement, you agree not to:

- (a) Breach the terms and conditions of this Agreement or any other policy/ statement including but not limited to the user manuals, Privacy Policy and the Limited Warranty Statement pertaining to usage or purchase of our Products and Services;
- (b) Share false or fraudulent information while logging in or opting for our Products and Services;
- (c) Violate Pioneer's or its Affiliate's, right to privacy or publicity and intellectual property rights;
- (d) Use Products or Services in any manner that might damage, deform, impair or overburden it;
- (e) Use any automatic device or manual process to monitor or copy the Products, Services, the Dash Camera App or other software's, web-based applications or mobile based applications pertaining to Pioneer and its stored data without any prior written consent;
- (f) Use any device to bypass, interfere or attempt to interfere with our Products and Services;
- (g) Indulge in any actions that might overload Pioneer's infrastructure or network with unreasonable huge amounts of data;
- (h) Sell or share the data stored on our network, unless you have a prior written permission;
- (i) Share or transmit any data, message, image or video which is defamatory, derogatory, offensive or vulgar in nature, infringing rights of an individual(s) or a group(s) or association(s);
- (j) Refuse to cooperate to provide confirmation or help with an ongoing investigation regarding your true identity or the personal information shared by you with Pioneer;
- (k) Propagate or share false, defaming, incorrect or misleading information;
- (l) Avail Pioneer's' Products or Services with what we believe or come to discover as potentially fraudulent funds;

- (m) Sell our Products and Services or data, information or software details associated with or derived from it;
- (n) Remove, disable, distort or otherwise interfere with security related features or other features that puts a limitation on the use of Products or Services,
- (o) Use our products with any third-party accessories. You should only use Pioneer's genuine accessories with the Products for the purpose of charging the product, use of any additional sensor or any other related product specific requirement;
- (p) Take any action that infringes our rights or rights of our Affiliates or lead to loss of any kind of services from our Affiliates such as mobile operators, telecom operators, payment processors or other suppliers;
- (q) Send or transmit an automated request of any kind via our products and services, without any prior written consent from us.

16. Termination in case of Violation

- 16.1 If in any scenario or circumstance, you breach any of the terms and conditions stated by this Agreement or any other policy/ statement including but not limited to the user manuals, Privacy Policy and the Limited Warranty Statement pertaining to usage or purchase of our Products and Services, you concur that Pioneer, in its sole discretion, without levying any kind of penalty, might suspend or terminate your user account or part of your user account with Pioneer permanently, or until further notice, at any time.
- 16.2 Pioneer reserves the right to terminate your access to any of the Product and Services fully or partly thereof, with or without any prior notice. You agree that in scenarios of the termination or suspension of your user account or a part of it thereof, your user profile or your recipient profile due to the breach of this Agreement or on account of any inappropriate and unlawful activity, Pioneer shall not be held liable for the termination of your subscription or services. We also hold no responsibility for retrieving your stored and encrypted data with us. We reserve the right to permanently delete your data stored on cloud if we find it obsolete. Any suspected illegal, fraudulent, abusive or offensive activity shall be accounted as inappropriate and unlawful. These terms and conditions and associated remedies are in addition to any other solutions and remedies Pioneer has under Applicable Law. Upon termination of your account, you shall immediately stop using our Products and Services. Pioneer will not be held accountable to compensate for any loss, damage or non-availability of your data including any legal expenses incurred by you in this respect.

17. Limitation of Liability, Waiver and Liquidated Damages

- 17.1 Pioneer provides you with Product and Services that you choose. You acknowledge and warrant that we are not insurers and this Agreement should not be considered as an insurance policy or a substitute of any insurance policy for the product.
- 17.2 You understand and agree that Pioneer and our products does not provide a guaranteed protection against robbery, theft, burglary, fire, smoke, natural calamity, damage, physical injury or any other type of damage or emergency. You are solely responsible for determining your personal or vehicle

insurance needs and select an appropriate insurance plan. You are solely responsible for your personal safety and/or safety of your vehicle and for the loss or damage incurred by you or your property.

17.3 Pioneer, and its Affiliates will not be held responsible to provide you with any compensation in case of any incident in your premises (where the Products are installed) including any damages, losses, claims, compensations, and expenses whatsoever incurred due to vehicle damage, personal injury, robbery or any sort of expenses incurred related to legal proceedings. You will be solely responsible or seek remedy from your insurer to compensate you for any kind of losses or damages incurred by you because of vehicle damage, bodily injury, theft or invasion of privacy via the usage of Products and Services used by you, including claims made by and against you.

17.4 You hereby free Pioneer, and its Affiliates from any and all losses or damages which may occur as a result of your use of our Products and Services. Your use, misuse, or attempted use of the Products or Services including, but not limited to, the alleged failure of such Products or Services to perform, the alleged failure of certain features of such Products or Services not performing, your alleged failure to respect the privacy rights of others or your alleged failure to comply with the Applicable Laws, shall be solely your responsibility and Pioneer or its Affiliates will not be, in any situation whatsoever, held responsible for your actions. You understand and agree that in case of returns or replacements, or any alleged product failure, or any act of omission of Pioneer, in addition to the above warranty disclaimers, the maximum aggregate liability for damages is only limited to the actual amount you paid for the product, which at the sole discretion of Pioneer, may be fulfilled by replacement of the Product. To the maximum extent permissible by the Applicable Laws, in no circumstances Pioneer will be liable for any losses, damages, lost savings, lost profits or incidental, direct, indirect, special or situational damages, arising out of or relating to your improper use, installation or intended or accidental breach of this Agreement, even if Pioneer is informed of the possibility of such losses or damages. Subject to the aforesaid and the terms and conditions of this Agreement, Pioneer is exclusively liable to you and such liability is applicable to situations where Pioneer is alleged to be liable for any losses, damages, physical injury, theft, robbery, invasion of privacy, property damage, or any other damage including, but not limited to, any general, direct, indirect, situational, consequential, or statutory damage caused by any alleged failure of the product.

17.5 You have the opportunity to contact Pioneer and modify the limitation to liability clause to account Pioneer for any extended liability you assume we should be undertaking. By not limiting any sections of this clause, you hereby release Pioneer and its Affiliates from any loss or damages incurred by you by owning a Pioneer product. This clause shall survive termination of this Agreement.

18. Electronic Record Identification

18.1 You acknowledge and agree that any electronic records, including but not limited to emails, text messages, notifications, and other forms of digital communication sent by or on behalf of Pioneer, constitute sufficient identification of the origin, destination, date, and time of the transmission or receipt of such records. These electronic records will be considered valid and binding as if they were written and signed documents. You agree to maintain and promptly update any electronic contact information you provide to ensure its accuracy and reliability. Additionally, you are responsible for ensuring that your devices and software support and properly display such electronic records.

18.2 In case of any discrepancies or concerns regarding the authenticity or accuracy of any electronic record received, you must notify Pioneer immediately. Failure to notify Pioneer within a reasonable time frame may result in the acceptance of the electronic record as accurate and binding.

18.3 Pioneer reserves the right to use electronic records for all forms of communication, notifications, and agreements unless explicitly required otherwise by applicable law. The use of electronic records complies with the Information Technology Act, 2000 and any other relevant legislation in India, ensuring that all electronic records are legally enforceable and admissible as evidence in any legal proceedings.

19. Indemnification

19.1 IN A SITUATION OF AN ACTION OR CLAIM BEING FILED OR MADE AGAINST PIONEER OR ITS AFFILIATES BY ANY THIRD-PARTY ARISING OUT OF YOUR ERRONEOUS OR ILLEGAL USAGE OF THE PRODUCTS OR SERVICES INCLUDING, BUT NOT LIMITED TO, ANY LOSSES, DAMAGES, CLAIMS, ACTIONS AND LAWSUITS ARISING OUT OF NON-PERFORMANCE OR NON-SATISFACTORY PERFORMANCE DUE TO IMPROPER INSTALLATION OF THE PRODUCTS OR IMPROPER USAGE OF THE PRODUCTS OR SERVICES THAT REDUCE THE EFFICACY OF THE PRODUCTS OR SERVICES, OR ANY OTHER LOSS OR DAMAGE ARISING OUT OF ANY MISUSE OF SUCH PRODUCT OR SERVICE (**CLAIMS**), YOU AGREE TO BE SOLELY RESPONSIBLE AND AGREE TO INDEMNIFY, DEFEND, SAVE, SUPPORT AND HOLD HARMLESS PIONEER AND ITS AFFILIATES FROM AND AGAINST ALL SUCH CLAIMS AND ANY LEGAL COST INCURRED BY PIONEER OR ITS AFFILIATES IN RESPONSE TO SUCH CLAIMS.

19.2 THESE OBLIGATIONS HOLD TRUE IN ALL CIRCUMSTANCES IRRESPECTIVE OF WHETHER SUCH CLAIM IS BASED ON ACTIVE OR PASSIVE USE, MISUSE, NEGLIGENCE, BREACH OF THIS AGREEMENT OR OUR PRODUCT POLICIES OR THE LIMITED WARRANTY STATEMENTS, FAILURE TO COMPLY WITH THE APPLICABLE LAW. YOU AGREE TO SAVE AND DEFEND PIONEER AND ITS AFFILIATES FROM ALL CLAIMS FOR SUBROGATION WHICH MAY BE BROUGHT AGAINST US BY ANY INSURANCE COMPANY OR INSURER OR ITS AGENTS OR ASSIGNS. THIS INCLUDES ALL OUR LOSSES, DAMAGES, OR ANY LEGAL COST INCURRED BY US IN RESPONSE TO SUCH CLAIMS.

19.3 IN ANY CASE OF MISUSE OR UNLAWFUL USE OF THE PRODUCTS OR SERVICES AT YOUR END, SUPPLY OF FRAUDULENT INFORMATION FROM YOUR END, SHARING OF INCORRECT NUMBER OR SHARING ANY THIRD-PARTY CONTACT DETAILS, YOU AGREE TO INDEMNIFY AND HOLD HARMLESS PIONEER, AND ITS AFFILIATES AND NOT HOLD PIONEER OR ITS AFFILIATES RESPONSIBLE FOR ANY KIND OF LOSSES INCURRED. PIONEER AND ITS AFFILIATES WILL BE HELD HARMLESS AND NON-LIABLE FOR ANY DAMAGES, LOSSES, CLAIMS, COMPENSATIONS, AND EXPENSES WHATSOEVER INCLUDING ANY SORT OF EXPENSES INCURRED RELATED TO LEGAL PROCEEDINGS

19.4 YOU HEREBY WAIVE ALL RECOVERY CLAIMS AGAINST PIONEER OR ITS REPRESENTATIVES OR ASSOCIATES FOR ANY LOSS OR DAMAGE OR EXPENSE INCURRED TO ANY PERSON OR PROPERTY, OR ANY LOSS INSURED UNDER ANY VALID OR COLLECTIBLE INSURANCE POLICY. THIS WAIVER OF SUBROGATION WILL EXTEND TO ALL CASES OF SUBROGATION INCLUDING, BUT NOT LIMITED TO, EQUITABLE AND CONVECTIONAL SUBROGATION AND SHALL BE LEGALLY BINDING TO ANY AND ALL THE ASSIGNS OR SUBROGATES OF YOUR RIGHTS. UNDER NO CIRCUMSTANCES YOU SHALL ENTER INTO ANY AGREEMENT OR SETTLEMENT WITH ANY OTHER INDIVIDUAL OR THIRD PARTY THAT HAMPERS, EFFECTS OR BINDS RIGHTS OF PIONEER OR ITS AFFILIATES IN ANY WAY, WITHOUT ANY PRIOR WRITTEN CONSENT FROM PIONEER. THIS CLAUSE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

21. Export Control

- 21.1 The User may not use, export or re-export the Application and any documents related thereto in any manner other than that permitted by the laws of the United States and Japan. In particular, the User may not export or re-export the Application and any documents related thereto to any of the following countries or persons (however, these are not limited to the following countries or persons):
- (a) Countries to which the United States and Japan have imposed embargoes; and
 - (b) Addresses listed on the Specially Designated Nationals and Blocked Persons List by the U.S. Department of the Treasury (<https://ofac.treasury.gov/specially-designated-nationals-and-blocked-persons-list-sdn-human-readable-lists>) and the Lists of Parties of Concern by the U.S. Department of Commerce (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>).
- 21.2 The User represents and warrants to the Company that the User does not live in a country that either falls under item 1 of the preceding paragraph or is included in the lists set forth in item 2 of the preceding paragraph. The User will also be deemed to have agreed not to use the Application and any documents related thereto for the purpose of developing, designing, manufacturing, or producing nuclear, missile, chemical, biological, or conventional weapons, or for any purpose prohibited by the laws of the United States.

22. Modification of the Agreement

Pioneer reserves the right to change, modify, edit or delete certain or all clauses of this Agreement at any time owing to our continuous efforts to improve the product or introduction of new products and services. We shall by suitable means including, but not limited to, posting on the website, email communication or SMS communication will notify you on the new Agreement or any specific changes in the terms and conditions of the current Agreement.

23. Governing Law and Dispute Resolution

- 23.1 This Agreement, including all amendments and side letters, user manuals, Privacy Policy, Limited Warranty Statement and all other documents in relation to the Products or Services shall be governed by the Laws of India, Singapore, or Japan.

23.2 Subject to the foregoing and provisions of this Agreement, all disputes under or in relation to the Agreement and use and access to Products and Services, software and/ or any content/ associated or linked service/ upgrade/ software/ part/ component thereof shall be adjudicated by the competent courts where the head office of any company in the Pioneer group is located and such courts shall have exclusive jurisdiction over such dispute matters. This Agreement is binding on your heirs, executors, administrators, and successors, and shall be governed by and construed according to the laws of India, Singapore, or Japan, without reference to its conflicts of law rules. This clause shall survive termination of this Agreement.

23.3 With regard to this clause, the application of law and the court will be subject to the exclusive choice of Pioneer based on the content of the products or services.

24. Effect of Waiver

To the extent that anything associated with use of and access to the Products and Services is in conflict or inconsistent with this Agreement, this Agreement shall take precedence and prevail. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Our rights under this Agreement shall survive any discontinuance of the access or use of the Products and Services. Further, any delay or forbearance on the part of Pioneer in exercising any of the rights available to it shall not be construed as any waiver of any rights available to Pioneer.

25. Independent Contractor:

No joint venture, partnership, employment, or agency relationship exists between any of the end-users of our Products and Services and Pioneer or between any other third party and Pioneer as a result of this Agreement or use of any Products or Services.

26. Assignment

You may not transfer or assign to anyone else, either temporarily or permanently, any rights to use and access/ browse the Products and Services or any content/ service/ software/ upgrade/ part/ component thereof. Any attempt by you to do so will be void. Pioneer (if applicable) may assign, transfer, delegate and/or grant all or any part of its/ their rights, privileges and properties hereunder to any person or entity.

27. Notice

Pioneer may provide you with notices and official communications via an e-mail, SMS, push notification or by regular mail or by any other reasonable means.

Any communication to Pioneer can be shared at our registered office address at us at Pioneer India Electronics Private Limited, Unit No. 3, 10th Floor, Ambience Corporate Tower – 2, Plot No. 3, Ambience Island, NH-8, Gurugram, Haryana – 122022, India or reach us via mail at pincustomercare@pioneer.com.sg

Alternatively, residents in Singapore may contact:
Pioneer Electronics Asia Centre Pte. Ltd.

Attn: Service Centre
2 Jalan Kilang Barat, #04-02
Singapore 159346

Alternatively, for customers who have purchased the product itself, the issuing organization of the limited warranty issued by our company will be a sales company in the Pioneer Group or Pioneer Dealer & Service center.

<https://global.pioneer/en/corp/group/>

28. Severability

If any clause or provision of this Agreement is held to be improper, unlawful, void or invalid or otherwise unenforceable then that particular provision shall be edited or eliminated from this Agreement to the minimum extent required, and the remaining clauses and provisions shall remain unaffected and will remain true and enforceable.

29. Cessation of Operation

Pioneer may at any time, by its sole discretion and without advance notice to you, cease operation of the Products and Services or any content/ associated service/ upgrade/ software/ part/ component thereof and provision of any Products and Services or any content/ associated service/ upgrade/ software/ part/ component thereof or related devices (if any).

30. Force Majeure

Pioneer will not be deemed in default hereunder or held responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of god, war, terrorism, armed conflict, labour strike, lockout, or boycott.

31. Survival

Upon termination of this Agreement, any clause or provision, which by its nature, express terms or otherwise stated, is intended to survive termination, including under Clause 4 (Proprietary Rights and Dash Camera App Software License), Clause 17 (Limitation of Liability, Waiver and Liquidated Damages), Clause 19 (Warranty Disclaimer), Clause 20 (Indemnification), Clause 23 (Governing Law and Dispute Resolution), Clause 24 (Effect of Waiver), Clause 26 (Assignment), Clause 27 (Notices), will survive any termination or expiration of this Agreement.

32. Entire Agreement

This Agreement is the entire agreement to be considered between you and Pioneer before using any of our Products, or Services and cannot be modified except any future modification the Agreement is subjected to by Pioneer.

33. Grievance Redressal Mechanism

Any complaints, disputes or concerns with regard to content and/ or breach of this Agreement shall be immediately informed to the designated Grievance Officer as mentioned below in writing or through email at pincustomercare@pioneer.com.sg

Address: Unit No. 3, 10th Floor, Ambience Corporate Tower – 2, Plot No. 3, Ambience Island, NH-8, Gurugram, Haryana – 122022

Alternatively, residents in Singapore may contact:

Pioneer Electronics Asia Centre Pte. Ltd.

Attn: Service Centre

2 Jalan Kilang Barat, #04-02

Singapore 159346

Alternatively, for customers who have purchased the product itself, the issuing organization of the limited warranty issued by our company will be a sales company in the Pioneer Group or Pioneer Dealer & Service center.

<https://global.pioneer/en/corp/group/>

End.

* Trademarks, etc.

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Last update

January 15,2025

Recent Versions

August 24, 2024

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