Audi connect Terms of Service

(for) Model Year(s) 2020 and after vehicles

Effective August 2026 View Terms of Service for Model Year 2019 and earlier vehicles

Highlights

Below for your convenience is a short summary of the Terms of Service set forth in this agreement. These highlights are not a substitute for the complete Terms of Service below, which constitute a legally binding agreement. Please review the full Terms of Service for details regarding your use of the Service.

- You will only use the Service when it is safe and legal to do so, and in compliance with these Terms of Service (and will ensure the same for additional users).
- We may suspend, modify, or terminate the Service at any time, and you will not be entitled to a refund.
- You may cancel the Service at any time, and you will not be entitled to a refund.
- You cannot transfer the Service to another person or another Vehicle without our prior consent, use it for commercial purposes, or re-sell it.
- You are responsible for maintaining your Vehicle in good working order so that the Service can be provided.
- You may not use the Service for illegal, fraudulent, or abusive purposes.
- Information collected to provide the Service will be handled in accordance with our Privacy Statement.
- The terms of service for the applicable Wireless Service Provider Wi-Fi hotspot services are separate, and we are not bound by or responsible for them.
- The terms of service for certain Response Provider services are separate, and we are not bound or responsible for them under these Terms of Service.
- The Service is provided “as is” without warranties of any kind and can be limited or discontinued entirely because of technological changes.
- We may update or modify the software used to provide the Service at any time, and we may do this remotely without notifying you or seeking your consent.

- If a dispute arises, it will be resolved through arbitration, and you waive the right to jury trial or class action treatment.

- We can modify these Terms of Service at any time, and such modifications will become effective upon posting on the Audi of America website (www.audiusa.com) and the myAudi mobile application. If we notify you, then the modifications will become effective at the time of notification.

By accepting the Terms of Service during our sign-up process or accessing or using any of the Service, you are indicating that you have read, understand, and agree to be bound by the Terms of Service set forth below. We can modify these Terms of Service at any time, and such modifications will become effective and accepted by you upon the earlier of our posting on the Audi of America website or myAudi app, your continued use of the Service, or following direct notice communication of the modification(s) to you.

Terms of Service

These Audi connect Terms of Service ("Terms of Service") govern your use of the Audi connect services (the capabilities of which may vary by model and model year), including Connect CARE, Connect PRIME, Connect NAV, and Connect PLUS, Audi connect Digital Products and Services (including, but not limited to, Function on Demand), and any software, websites, or applications associated with Audi Connect (collectively the "Service" or "Services") available with your Audi vehicle (your "Vehicle"). Certain services or offerings available through Audi connect, Connect PRIME, or Connect PLUS that are provided directly by third parties are governed by separate Terms of Service, for example, for Wi-Fi hotspots, the Terms of Service of your selected wireless provider will govern, and for Motion for Audi connect® the Terms of Service of Audi's designated service provider(s) will govern certain service(s). Your Vehicle contains hardware and software ("Equipment") that enables you to receive Services as part of a designated service plan ("Service Plan"). Some Services require the installation of additional Equipment. Some Services are included for an introductory period with your Vehicle and are available for paid subscription after the introductory trial period. Not every Service or Service Plan includes an introductory period and use of such Service or Service Plan may require a fee. Information about the Service and each of the Service Plans is available at www.audiusa.com/en/digital-services/overview/ (the "Audi connect website").

THESE TERMS OF SERVICE CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND US. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, DO NOT USE THE SERVICES.

PLEASE BE ADVISED THAT THIS AGREEMENT CONTAINS PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN YOU AND US ARE RESOLVED, WHICH INCLUDE AN AGREEMENT TO SUBMIT ANY DISPUTE RELATED TO THE SERVICES OR THESE TERMS OF SERVICE TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEEDING IN COURT. THESE TERMS ALSO INCLUDE A JURY TRIAL WAIVER AND A CLASS ACTION WAIVER, WHICH MEANS YOU AGREE NOT TO HAVE A TRIAL BY JURY AND NOT TO PROCEED

WITH ANY DISPUTE AS PART OF A CLASS ACTION. PLEASE SEE SECTION 17 OF THESE TERMS OF SERVICE FOR FURTHER INFORMATION.

The Service is provided to you, the Vehicle owner, or lessee ("you" or "your") by Audi of America, LLC ("AoA," "we," or "us"), certain third-party service providers ("Service Providers"), including providers of the wireless networks on which the Service relies ("Wireless Service Providers"), emergency response service providers ("Response Provider(s)"), and content providers ("Content Providers"). Such Service Providers, Response Provider(s), and Content Providers will together be referred to as "Service Partners."

These Terms of Service set forth the agreement between you and AoA with respect to the Service are legally binding. When you accept the Terms of Service during our sign-up process or when you access or use the Service, you are indicating that you have read, understand, and agree to be bound by these Terms of Service. In addition, your use of the Service and the Audi connect website is subject to the AoA Privacy Statement, and if you are registering a Key User, the Key User Agreement, which are incorporated by reference into these Terms of Service. A copy of the Privacy Statement is available on the Audi of America website at www.audiusa.com/privacy. The parent, subsidiaries, and affiliates of AoA, including but not limited to Volkswagen US-Holding, Inc., Volkswagen Group of America, Inc., Volkswagen AG, and Audi AG (together with AoA, the "Audi Companies") are third-party beneficiaries under these Terms of Service and the protections set forth in these Terms of Service, including without limitation, the disclaimers of warranties and limitations of liability, shall extend to them.

1. Starting Your Audi connect Service

In order to use the Service, you must agree to these Terms of Service. The terms of your specific Service Plan, including the pricing if you continue the Service after any introductory period, and other terms that are part of your Service Plan, are part of these Terms of Service. You will be bound by these Terms of Service if either: (i) your Vehicle purchase or lease agreement contains a provision that says you agree to these Terms of Service; (ii) you sign a contract that includes these Terms of Service; (iii) you purchase or lease a Vehicle that includes the Service in the purchase or lease price and you register for the Service; (iv) you speak with an Audi connect customer service representative and register for the Service; (v) you authorize your independent AoA-authorized dealership ("Audi Dealer") to register for the Service on your behalf; or (vi) you or someone you authorize to use your Vehicle and the Service uses the Service or accepts any of its benefits. Once you accept these Terms of Service you are responsible for your own compliance with these Terms of Service and for compliance by occupants of your Vehicle and anyone using the Service or your account, whether or not authorized by you.

Although Audi connect Services will be active in all Vehicles, except for certain Connect CARE services listed below, some Services will not be enabled for use until you have installed required Equipment or you register for a trial or paid subscription service, either at your Audi Dealer or on your own. The Connect CARE services listed below are active and enabled prior to purchase or lease, may not require registration or activation, and will be available for a limited period following delivery of the Vehicle:

1) Automatic Emergency Call (in the event of an airbag deployment, the Vehicle electrical system initiates an automatic emergency call to the emergency service center);

2) Manual Emergency Services (provided when you contact us directly, through the use of the SOS button in the Vehicle, to notify us of an accident or mechanical breakdown and request emergency services);

3) Stolen Vehicle Locator (assists law enforcement in locating your Vehicle if it is stolen);

4) Online Roadside Assistance (provided when you contact us directly, through the use of the Roadside Assistance button (which contains an image of a wrench) in the Vehicle, to request dispatch of a tow service);

5) Map update (update the map material in your navigation system directly from your Vehicle);

6) Charging station location (static, only available on certain Vehicles) – Displays charging points of interest in the Vehicle; and

7) In-Vehicle trip planner (only available on certain Vehicles) – Syncs destination entries across the Vehicle, smartphone, and Audi systems

2. Changing Privacy Settings for Audi connect Service

In some Vehicles enabled with privacy mode, the Audi connect Service can be disabled by using privacy settings. You may find a list of vehicle models equipped with privacy mode here. Through your Vehicle MMI, activating privacy mode deactivates some or all Audi connect services (see your owner's manual for a description of which services will be disrupted and which will still be available when privacy mode is enabled).

3. Changes to Terms of Service

We can change these Terms of Service; change, add, or delete Services and Service Plans; and change the prices we charge for each Service Plan, at any time. We will notify you of such change by posting amended terms through the myAudi mobile app and/or myAudi web portal at www.audiusa.com, or otherwise communicating notice of such change(s) through an in-App notification, App release notes, or to the email address you list with your myAudi account. Continued use of the Service will constitute acceptance of any change. It is your responsibility to review these Terms of Service periodically and when notified of a change. You can cancel the Services if you do not agree to the change, but if you do not notify us within 30 days after we give you notice of the change, then the change will become part of this agreement with you. You agree that you are accepting such changes for yourself and any additional users of the Services using your Vehicle.

4. Registering with Us

If you wish to get the full benefit of your Service Plan, you must register for the Service. Until you register, the Service, excluding Connect CARE features noted above, will not be available. You will be asked to provide identification information as part of the registration process and may be required to provide a credit card.

In order to use the full features of the Service you will be required to create a myAudi account at www.audiusa.com/myaudi. When you create an account, you must provide accurate and complete information; keep your account and password secure and not disclose them to anyone; and notify us immediately of any breach of security or unauthorized use of your Service or account using the contact information in Section 18 of these Terms of Service. You are responsible for maintaining the confidentiality and security of any username, password, or personal identification number (PIN) you use to set up and access your account. You will be solely responsible for all activity in your account, so you must notify us immediately if you become aware of any breach of security or unauthorized use of your account or the Services.

In addition, as the owner of an Audi Vehicle, you can designate a primary Vehicle user ("Key User") to utilize certain Services and designate additional Vehicle users. Certain Services are only available for Key Users. Acceptance of the Key User Agreement, which includes these Terms of Service, ensures that certain Services are available only to the appropriate Vehicle users and requires completion of the Key User registration and verification process.

5. Paid Service Plans, Service Costs, Taxes, and Other Charges; and Payment Terms

a) Paid Service Plans

We may make available certain paid Services and subscription-based Service Plans (collectively, "Paid Plans") from time to time, each with various services and features for model year 2020 and later Vehicles. Information about specific features for Service Plans, including information and pricing for Paid Plans, is available at the myAudi web portal and/or the myAudi mobile application, or by calling us at 1-877-505-2834. Service Plans may include services provided by certain third parties that are subject to separate terms and conditions.

b) Introductory Period

The purchase or lease of your Vehicle may include an introductory period for Paid Plans (also referred to as a "trial plan"). The introductory period, if any, starts on the date that you activate your trial and continues for the time specified in the trial plan. You can learn about the features included in your Service Plans, including Paid Plans, additional features that may be available to you, and the prices for Paid Plans and additional features (the "Service Rates") on the myAudi web portal, the myAudi mobile application ("my Audi App"), or by calling us at 1-877-505-2834. You may terminate Service during the introductory period of the Paid Plan, if any, included with the purchase or lease of your Vehicle, by contacting an Audi connect customer service representative at 1-877-505-2834. However, the Connect CARE features will remain active and enabled.

c) Renewal After Introductory Period

After any included introductory period ends, the Service will be discontinued unless you renew your subscription with a valid credit card or through any other means of electronic payment, acceptable to us, and provide us with appropriate authorization to charge the credit card or use such other acceptable means of electronic payment. In the event you are enrolled in a Paid Plan with an automatic renewal feature, you authorize us to use your credit card to automatically charge recurring fees due for renewal of or continued subscription to a Paid Plan until you cancel your Paid Plan in accordance with this Section. All recurring payments will be due in the amounts and frequency specified for the particular Paid Plan. Your payment method on file will be automatically charged within 24 hours of the end date and time of your current plan unless you cancel before then, where the end date and time are determined by the initial billing date and time of the plan purchase plus the length of the paid plan (such as 30 days for monthly plans or 365 days for annual plans). If your billing cycle falls on a weekend or holiday, we may charge you on the next business day. To cancel the Services and stop automatic renewal or recurring payments under a Paid Plan, follow the instructions in Section 6 below.

d) Other Service Charges

You may be responsible for paying directly to third parties, including Connect PRIME and Connect PLUS Service Providers (such as AT&T, Verizon, and T-Mobile) and in certain circumstances, Response Providers (such as Moj.io), all charges for services furnished by them directly to you that are not expressly covered by your Service Plan.

e) Taxes Fees and Surcharges; Other Charges

Service Rates do not include certain taxes and surcharges that may apply to your Service. To the extent applicable, as determined by us in our sole discretion, in addition to Service Rates, we may charge state and local sales taxes, surcharges for federal and state Universal Service Fund contributions, and state and local 911 or other emergency service fees. Charges may also include a cost recovery surcharge. Surcharges are typically assessed to help defray our costs (or the costs of our Wireless Service Providers) incurred in complying with federal and state telecommunications regulations. Surcharges are not taxes or fees that the government requires from consumers. In addition to all applicable Service Rates, you agree to pay all taxes and surcharges charged to you by us, which will be added to your bill.

You are responsible for paying directly to third parties, such as medical providers, emergency responders, and roadside assistance providers all charges for products or services furnished by them directly to you that are not expressly covered by your Service Plan. Any fees, fines, or other charges levied by law enforcement agencies or authorities and/or public safety access services, due to a false alarm or similar occurrence, and related costs, will be your responsibility. We may bill you such charges and costs directly to you, and you agree to pay such charges and costs upon receipt.

f) Payment Methods and Your Payment Responsibilities

You are responsible for paying all amounts due on time and in full. All charges (including all Service Rates, taxes, and surcharges) will be charged in advance of the term to which they apply and are non-refundable. You may be requested or required to provide payment card or other financial account information to be stored in your myAudi account. When you provide a payment method for your myAudi account, you allow and authorize AoA to store, maintain, and recover funds from your specified payment method in accordance with these Terms of Service. Your payment method may be used by AoA to pay for any fees, charges, surcharges, or applicable taxes for your purchase from AoA or your use of the Services. Your failure to maintain at least one valid payment method in your myAudi account may disrupt your ability to make purchases or access certain paid elements of the Services that we offer. For accounts with more than one payment method, you must designate one as your "Preferred Payment Method." If the Preferred Payment Method is invalid, expired, or otherwise cannot be charged, you consent and authorize us to charge any alternative payment method(s) in your myAudi account. You agree that if we are unable to collect payment for the Services, we may reserve the right to discontinue or terminate service without advanced notice.

If your payment information has changed at the time payment is due, you must arrange for payment or provide us with updated payment information, or else we may discontinue the Service. We may terminate or suspend your Service (in whole or in part) without notice to you, if your credit, charge, or debit card provider refuses a charge from us or if such card has otherwise expired. Even if we terminate or suspend your Service, you will still be responsible for any charges due at the time of such suspension or termination.

You expressly consent and authorize us to: (1) verify, either ourselves or through third parties, your credit, charge, or debit card information; (2) receive updated account information from the financial institution issuing your credit, charge, or debit card; (3) review your credit history and obtain credit reports to determine your creditworthiness; (4) charge all amounts for which you are responsible to the credit, charge, or debit card account number you have provided. We will only use this information in connection with determining whether to provide you with or charge you for the Service and as permitted by the AoA Privacy Statement.

The payment and invoicing may be managed and processed by a third-party payment service provider ("PSP"). The PSP, working with AoA, may require acceptance of additional terms or direct registration with the PSP. However, you can manage your payment information (e.g., billing address) through the applicable ordering process (e.g., during the payment process) and your myAudi account. While AoA may add or remove payment processing methods in its sole discretion, you are solely responsible for the transactions you initiate, any orders you place through the myAudi app and myAudi web portal, and the amounts payable.

g) Disputed Charges

Please review and confirm the purpose, amount, and conditions of the charges for the Services. However, if you think that there has been an error in any charge billed by or through us, you must notify us by calling (877) 505-AUDI within sixty (60) days, or such longer period as

required by law, after the charge is posted to your account to request an adjustment. If you do not contact us about the disputed charge within this time period, you agree that you have waived your right to dispute the charge and must pay all amounts due in full.

6. Service Cancellation and Refunds

You can cancel or terminate your Paid Plan at any time by calling an Audi connect customer service representative at 1-877-505-AUDI or visiting your account profile on the myAudi mobile app and/or the myAudi web portal following the instructions to cancel a Paid Plan. If you cancel or terminate your Paid Plan (including a trial plan), you will not be entitled to a refund; however, you can continue to use the Service for the remainder of the period for which you paid unless you cancel or terminate your Paid Plan within 14 days of activation of such Paid Plan. If you cancel or terminate your Paid Plan within 14 days of activation of such Paid Plan, the Services shall be disabled immediately. If you are participating in a Paid Plan, you must provide your notice of cancellation at least 15 days prior to the start of your next renewal period in order to avoid being charged for the next renewal period. You cannot cancel or terminate Connect CARE services.

When you cancel a Paid Plan, your cancellation will be effective as of the date you request your Paid Plan to be cancelled. For Services provided by third-party Service Partners pursuant to their separate terms and conditions, you must follow the cancellation terms and requirements specified in those terms and conditions. Visit the Audi Connect website or the myAudi App for links to the terms and conditions of Content Providers or Optional Third Parties.

Please see Section 7c for notice and cancellation requirements if you transfer or sell your Vehicle.

7. Termination, Suspension, Reactivation, Change, and Transfer of Service

a) Our Rights to Suspend or Terminate the Service

We can decide to either suspend or terminate the Services at any time for any reason in our discretion, including: (i) for network or system maintenance, improvement, congestion, or failure; (ii) if we suspect your Service (in whole or in part) is being used for any unauthorized or inappropriate purpose; (iii) as a result of your breach of these Terms of Service; (iv) due to any event beyond our control as described in Section 11(e) of these Terms of Service; or (v) for reasons unrelated to you or your account with us. If suspension or termination of the Services occurs for any reason, you acknowledge and agree that you may not be able to access the Services, including the emergency services. Availability of Services (including Connect CARE) is subject to certain technologies remaining commercially available for the Service period (including technologies provided by Wireless Service Providers), and such availability is not guaranteed or subject to any warranty coverage. Please consult your Vehicle's warranty documentation for more information on warranty coverages and important limitations and exclusions.

If we elect to terminate your Services (in whole or in part) as a result of your breach of these Terms of Service or unauthorized use of the Services or Equipment, or any other

reason, you will not be entitled to any refunds or credits. You do not have any right to have your Services reactivated, even if you cure any of the issues that resulted in the termination or suspension of your Service. It is solely our decision as to whether to allow you to reactivate Services. If we do decide to reactivate your Services, we have the right to charge a reactivation fee, and any past due amounts must be paid before the Services are reactivated.

In addition, if we are advised by your financing company or any Audi Companies, or otherwise receive confirmation that you no longer own or lease your Vehicle, we may suspend or terminate your Services. Please see Sections 7(c) below for requesting a cancellation or transfer of the Services.

This Section does not include termination of services provided by a Service Partner (as defined above) that are subject to separate terms and conditions.

Availability of the Service (including Connect CARE) is subject to certain technologies or services (provided outside our control) remaining commercially available for the Service period (including technologies provided by Wireless Service Providers), and such availability is not guaranteed.

b) Reactivation of Service

You do not have any right to have your Service reactivated, even if you cure any of the issues that resulted in the termination or suspension of your Service. It is solely our decision as to whether to allow you to have Service again. If we do decide to reactivate your Service, we have the right to charge a reactivation fee.

c) Transfer of Service, Sale of Vehicle, Termination of Lease

You must notify us if you sell or transfer your Vehicle or end its lease by calling an Audi connect call customer service representative at 1-877-505-AUDI, and you should cancel your Service Plans in accordance with Section 6 of these Terms of Service. If you fail to notify us and cancel Services, you will remain responsible for all charges for any Service incurred in connection with such Vehicle. It is your responsibility to remove all data and content (including any personal information), if any, that you may have stored on your system before you sell or transfer your Vehicle, to the extent permitted by the Equipment. You must also notify the new owner if any services or features are active when you transfer the Vehicle, and you must disclose to the new owner that those services or features involve the collection, use, and sharing of data as described in these Terms of Service and the AoA Privacy Statement.

Certain Audi connect Digital Products and Services (including, but not limited to, Function on Demand) may be permanently enabled in your Vehicle and cannot be removed from your Vehicle if you have purchased them on a one-time payment basis. After you sell or transfer your Vehicle or end its lease, you will not be entitled to a refund for any Digital Products and Services you have purchased.

We may communicate with you about the Service by providing you with messages through the Equipment in your Vehicle. If you fail to notify us of a sale or transfer of your Vehicle or

termination of your lease, we may continue to send messages to the Equipment in your Vehicle. We are not responsible for any privacy-related damages you or others may suffer as a result of such a failure to notify us of a sale or transfer of your Vehicle.

8. Authority to Use, Terminate, Change or Transfer Your Service/Service Plan

We will only accept requests from you (or from someone we believe is you, or someone with your authorization, such as your authorized agent) to use, activate, cancel, change, reactivate, or transfer the Service. You agree that we can assume that anyone who provides your registration information is authorized to act on your behalf, and that we shall have no responsibility or liability for anything that may arise from our providing any Services to, or acting upon instructions from any such individual, even if such individual is not, in fact, authorized by you to use the Service or your account. You should notify us immediately of any breach of security or unauthorized use of your Service or account using the contact information in Section 18 of these Terms of Service.

9. Your Additional Responsibilities

a) Your Responsibility for the Proper Operation of Your Vehicle and Proper Use of the Service

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF OR ANY RELIANCE UPON ANY INFORMATION OR CONTENT AVAILABLE THROUGH THE SERVICE IS SOLELY AND COMPLETELY AT YOUR OWN RISK AND RESPONSIBILITY. IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU (AND/OR ANY OTHER OCCUPANT OF YOUR VEHICLE) FOLLOW INSTRUCTIONS FOR USE OF THE SERVICE AND EXERCISE GOOD JUDGMENT AND OBEY TRAFFIC AND ALL OTHER APPLICABLE LAWS AND REGULATIONS, WHEN OPERATING YOUR VEHICLE; USING THE EQUIPMENT AND SERVICE; AND/OR EVALUATING WHETHER THE USE OF ANY OF THE SERVICES (OR THE ROUTING AND DIRECTION DATA YOU RECEIVE) IS SAFE AND LEGAL UNDER THE CIRCUMSTANCES.

b) Your Responsibility for Insuring Your Vehicle

The Service is provided to you as a convenience. The Service does not constitute insurance, and you should not rely on it to limit the potential for loss, theft, or damage to your Vehicle or property. You are solely responsible for obtaining and maintaining any and all insurance for your Vehicle, your passengers, and your property. No insurance company or insurer will be entitled to any right of subrogation against us or our Service Partners.

c) Your Responsibility for Maintaining Your Vehicle

In order for us to provide the Service, the Equipment in your Vehicle must be in good working order (e.g., properly connected to power or communication resources) and your Vehicle must have a working electrical system and adequate battery power. The Service may not work if you try to modify the Equipment or add any equipment or software in or to your Vehicle that is not expressly authorized by us or is not compatible with the Equipment or Service. You may need

to adjust your use of other Vehicle features, such as adjusting the volume of your radio to hear the audio portions of the Service. You are solely responsible for the proper maintenance of your Vehicle and its systems (including the Equipment) and for keeping them in good working order and in compliance with these Terms of Service and all applicable laws.

d) No Illegal, Fraudulent or Abusive Use of the Service

You may not use the Equipment, the Service, the myAudi app, or the Audi connect website, in any way that is illegal, fraudulent, or abusive, including to harass, threaten, abuse, defame, or slander, any individual or entity. You may use our emergency services, including Connect CARE, or Response Provider services, including Motion for Audi connect®, only for actual emergencies and legitimate Vehicle assistance needs. Remote door unlock is not intended as a substitute for carrying your Vehicle key with you.

You may not use the Service in a manner that interferes with any other customer's use of our Service or our provision of our Service to our other customers. You agree you will not abuse or do anything to damage our or any of our Service Partners' respective business, operations, services, reputation, employees, equipment, property, or facilities. You further agree that you will not harass, threaten, or use vulgar and/or inappropriate language towards any customer service representatives.

e) No Commercial Use or Resale of the Service

The Service, including the messages, data, information, content, or other material provided as part of the Service, are provided only for your non-commercial use, and not for re-sale. Certain information you receive through the Service belongs to us or our Service Partners (or other third parties) and may be subject to one or more copyrights, trademarks, service marks, patents, or other legal protections. You may not (and may not permit or cause any other party to) sell or resell or otherwise use the Service or any information provided through the Service for commercial purposes, nor may you reproduce, copy, modify, attempt to reverse engineer, make derivative works from, or otherwise display or distribute information provided through the Service.

f) No Rights to Telephone Numbers or Other Addresses

You have no property right in any number, address, or other communication identifier that may be assigned to you or to the Equipment in connection with the Service. Any such number, address, or identifier may be changed from time to time.

g) Your Responsibility for Others Who Use Your Vehicle

You are solely responsible for those who use the Service in your Vehicle or use your authentication information, even if you later claim the use was not authorized, and you will be responsible and promptly pay for any charges arising from such use, and any damages to or expenses incurred by us or any of our Service Partners as a result of such use. Neither we nor any Service Partner has any obligation to inquire about the authority of anyone using your Vehicle or other information that can be used to identify your account to request the Service for your Vehicle.

You are responsible for the security of any passwords you use to access the Service. We will make any changes to your account or charge you for any amounts authorized by a person who provides your authentication information.

h) Use of Certain Service Features

Please see the Vehicle's available manual(s) to understand specific connect services and features, such as locating a lost or stolen Vehicle, emergency assistance and service, and content providers. Please review your Vehicle's available manual(s) for information on activating or deactivating the available "privacy" mode(s) for your Vehicle or its applicable Equipment.

10. Terms Applicable to Specific Services or Service Features

a) Locating Your Vehicle if It Is Stolen

If your Vehicle is stolen, we can try to help locate it after we receive satisfactory identification and confirmation from the police that the Vehicle has been stolen. We generally only provide location information about stolen Vehicles to the police. However, in cases of crises or emergencies, we may, in our sole discretion, provide you with information about the general area of your Vehicle without police involvement. Neither we nor our Service Partners have any obligation to continue our attempts to locate your Vehicle after thirty (30) days from the time it is first reported stolen or lost to us, and we cannot guarantee that we will be able to find it. We do not have any obligation to try to find your Vehicle outside of a Vehicle theft situation, such as trying to locate an individual for you. If your Service Plan provides you with the ability to locate your Vehicle, such as by using a mobile application, in no case should you use this feature to try to locate a stolen Vehicle. Such efforts are for appropriate law enforcement agencies.

To enable you to continue to receive the benefits of the Service in the event your Vehicle is recovered, we do not terminate the Service when you report that your Vehicle is stolen, and we will not terminate the Service unless and until we get express instructions from you.

b) If You Need Emergency Assistance

We or our designated Response Provider will use reasonable efforts to contact appropriate emergency personnel, such as police, fire department, or emergency responders, for assistance when you request it or when the Equipment in your Vehicle signals for it, but we cannot guarantee that any such emergency personnel will respond in a timely manner or at all. We will assume an emergency exists if we receive a crash notification signal from your Vehicle, such as a signal that your air bags have deployed. If applicable laws require an emergency to be confirmed before emergency personnel provide service, we will not contact emergency personnel in these areas until we hear your request for assistance or otherwise confirm that an emergency exists.

YOU EXPRESSLY RELEASE US AND OUR SERVICE PARTNERS FROM ALL LIABILITIES AND LOSSES (INCLUDING, WITHOUT LIMITATION, PHYSICAL INJURY AND DEATH) THAT YOU OR OTHERS MAY SUFFER IN AN EMERGENCY SITUATION, INCLUDING, BUT NOT LIMITED TO, IN THE EVENT OF OUR

FAILURE TO CONTACT APPROPRIATE EMERGENCY PERSONNEL, OR A SITUATION WHERE THE SOS BUTTON, ROADSIDE ASSISTANCE BUTTON, OR SERVICES ARE NOT AVAILABLE.

c) If You Purchase an Audi connect Digital Product and Service

You may purchase Audi connect Digital Products and Services (including, without limitation, Function on Demand) which activate optional features in your Vehicle for specified run times, including but not limited to, on a monthly, annual, or one-time payment- basis. Function on Demand service extensions such as navigation, light function, traffic sign recognition, and others may only be available in specific models, trims, and model years. All the terms specified in Section 5, Paid Service Plans, apply to Digital Product and Service purchases.

YOU EXPRESSLY RELEASE US AND OUR SERVICE PARTNERS FROM ALL LIABILITIES AND LOSSES (INCLUDING, WITHOUT LIMITATION, PHYSICAL INJURY AND DEATH) THAT YOU OR OTHERS MAY SUFFER WHEN DIGITAL PRODUCTS AND SERVICES YOU HAVE PURCHASED ARE NOT AVAILABLE.

11. How the Service Works, Our Service Partners, Restrictions, and Limitations

a) Our Service Partners

We work with many different affiliated or third-party companies, individuals, and government entities to provide you with the Service. These Service Partners include, for example and without limitation, Wireless Service Providers, other telecommunications providers, Response Providers, public safety operators, other emergency service personnel, towing companies, Vehicle distributors and dealers, equipment and software manufacturers, licensors, payment processors, Content Providers, and any parties who provide any service, equipment, content, feature, or facilities in connection with the Service. These parties are collectively referred to in these Terms of Service as our "Service Partners." In some cases, one or more of the Audi Companies may be a Service Partner. In the event any of our Service Partners impose additional terms and conditions on the services they provide, by accessing such services you agree to comply with any additional terms and conditions imposed by them. Some of our Service Partners may use your personal information for their own purposes. We are not responsible for these Service Partner's practices. For more information on how these Service Partners use your information, please review their privacy statements.

Certain Audi connect services, including certain Connect PRIME, Connect PLUS, or Motion for Audi connect® features, available on Vehicles equipped with the Service will be provided through third parties, such as AT&T, T-Mobile, or Verizon for Wi-Fi hotspot services or Moj.io for certain Response Provider services. If a service is provided directly by a third party, it may require an active service agreement with the third party and will be subject to the third party's separate terms and conditions. With respect to Content Providers, a separate service agreement may not be required; however, you should review their Terms of Service and Privacy Statements to understand how they will use and share your information. Please see the Privacy Statement here for a list of Content Providers and contact details.

b) How the Service Works, Coverage Area

The Service generally works using wireless communication networks of our Wireless Service Providers and the Global Positioning System ("GPS") satellite network. The Equipment in your Vehicle receives GPS signals and communicates with our response centers through the use of wireless and landline communications networks. The location of your Vehicle, particularly in remote or enclosed areas, may affect the availability and quality of the Service that we are able to provide to you. Some or all of the Service may not be available in all areas and may only be available if your Vehicle is in a geographic area covered by the service network footprint (and within operating range) of one of our Wireless Service Providers and is able to receive GPS signals. Service is currently only available in the continental United States (including the District of Columbia), and Alaska, Hawaii, and Puerto Rico.

c) Points of Interest

The Service may use various, connected third-party services and Content Providers to make it easier to search for numerous points of interest ("POIs"), e.g., charging stations, fuel prices, parking information, weather, travel information, train information, flight information, restaurant search, hotel search, and other available information through the browsing capabilities of the Vehicle's systems or Equipment. In connection with this search feature, your Vehicle's systems or Equipment may send various data or categories of data to us or our Service Partners. You may also receive an "offer icon" next to certain POIs that you search for indicating that special offers and promotions are available. This portion of the Service uses de-identified data. You may deactivate (or reactivate) this feature using the available "privacy" mode(s) for your Vehicle or its applicable Equipment. Please review your Vehicle manual for more information. See also below for more information about our privacy practices.

d) Software

We use software in connection with the Service. We (or our Service Partners) own or have rights to all such software, and you do not acquire any rights in such software other than the right to use such software as reasonably necessary for you to use the Service as permitted in your Service Plan and these Terms of Service. We (or our Service Partners) may update or modify the software contained in your Vehicle's systems or the Equipment from time to time but are not under an obligation to update such software, nor do we guarantee that your Vehicle's systems or Equipment will receive updates. We may do this through in-dealership services or remotely (over-the-air) without notifying you or seeking your consent, or via download and the software update may occur automatically or require you to initiate the required download or installation. By accepting these Terms of Service, you consent to the automatic installation and operation of legally required safety and privacy software to the extent your vehicle is capable of receiving such software. We may provide notice of software updates to you in a variety of ways, including through your Vehicle's infotainment system, an associated mobile or web application, email, or text messaging, or by other AoA-approved means of communication. If prompted, we strongly suggest that you install or permit the installation of the software updates as soon as you receive notice of them. You also agree that if you allow a person who is not the Key User of the Vehicle to use the software, you are responsible for ensuring that such person using the Vehicle installs or permits the timely

installation of all software updates and authorize such person to install or permit the installation of such software updates. You understand and agree that if you do not install the updates, the software for the Vehicle may not be updated or improved for your use. These software updates and modifications may affect or erase data that you have previously stored on the Equipment in your Vehicle (such as specific route or destination information). We are not responsible for any lost or erased (or otherwise affected) data and you are solely responsible for the data that you may have downloaded, uploaded, transmitted, or otherwise stored from, to, on or through the Equipment or Service.

e) Voice Recognition and AI Features

Voice recognition software, which may be able to recognize different voices, accents, speech patterns and words, may be used in connection with the Service. We do not represent or guarantee that such software will recognize or work with your or others' voices, accents, or speech patterns, or recognize some or all words, some or all of the time. In addition, activating privacy mode in vehicles equipped with this feature will turn off some or all voice recognition features in these vehicles.

Additionally, the voice recognition software, as well as other features within the myAudi app (including the AI-supported Audi assistant), may integrate products or services that use artificial intelligence tools, including but not limited to ChatGPT or similar third-party service providers, to supplement the voice recognition, voice command capabilities, and other functionality of the Service ("AI Feature(s)"). You acknowledge that your use of such features will also be subject to the terms and conditions of the applicable AI Feature(s), and you assume all risks associated with the use of any AI Feature(s) that are incorporated into the Service. You also acknowledge that as a result of the Service's use of AI Feature(s), the output provided via the Service's voice command capability may not be completely accurate, error-free, or up to date. You therefore acknowledge and agree that the use of the AI Feature(s) and that any actions taken or reliance on such features, are at your own risk. Additionally, you acknowledge that the AI Feature(s) may not dynamically (in "real time") retrieve information and that, consequently, the output provided to you may not account for events, updates, or other facts that have occurred or become available after the AI Feature(s) were trained. In addition, you agree to not use the AI Feature(s) in a way that compromises the safety of others including but not limited to any unsafe uses while operating your Vehicle or use that is not in compliance with applicable laws.

f) Events Beyond Our Control

Various conditions beyond our control may prevent or delay us from providing Service to you or affect or limit the quality of the Service. Some examples are atmospheric, geographic, or topographic conditions (such as tall buildings, hills, or tunnels), damage to or failure to maintain your Vehicle or the Equipment in good working order, government laws, rules, or regulations, failure, congestion, or outages of utility or wireless networks (including interruption of cellular service or interference from multiple connected mobile devices), war, act of God, natural disaster, inclement weather, and labor strikes. In the event of any of the foregoing, we may, in our discretion, suspend or terminate the Service (in whole or in part) or terminate your Service Plan, without notice to you and without any additional liability. We are not responsible for delay or

failure in providing Service due to conditions beyond our control and you are not entitled to credit or refund as a result of any such delay or failure.

In the event of any regulatory, governmental, or other legally compelled changes, or discontinuation or change of necessary telecommunications, systems, or services (e.g., if our Wireless Service Provider terminates or restricts wireless services of the type used by your Vehicle's Equipment), we are not responsible for designing, developing, or making available any replacement Equipment to allow you to continue to receive the Service. However, if we or any third party does make replacement Equipment available, you are solely responsible for replacing, as well as the cost of replacing, any Equipment that is necessary to receive the Services as a result of such change or discontinuation.

12. Push and Mobile Device Notifications

The Service may offer push notification or other mobile, smartwatch, in-Vehicle or other Internet-connected device communication capabilities. For example, when you install the myAudi mobile application or create a myAudi account, you agree to receive notifications, including push notifications, from us on your mobile or smartwatch device, or through your Vehicle's infotainment system. We may contact you by such push notification to send you additional information about myAudi, the Service, your Vehicle, marketing communications, or other services and information. You acknowledge and consent to receiving messages or push notifications from myAudi and even when you are not actively using the myAudi mobile application. You may choose whether or not to continue receiving push notifications by adjusting your device's settings. You acknowledge that your mobile device, smartwatch, or other Internet-connected device must be functioning in order to receive push notifications, and that you are responsible for maintaining such device as needed for your receipt of notifications, and for your access to and use of the Service.

We advise against using any hand-held device, including viewing of any mobile device push notifications, while driving or otherwise operating your Vehicle or any vehicle.

13. Collection and Use of Your Vehicle and Subscriber Data

Your Vehicle may send various data or categories of data to AoA, and the Service may connect with data from various third-party services and in particular to search for or with respect to describing numerous POIs or enabling the display of advertisements regarding POIs or other products or services in proximity to your current position or destination (and for other purposes). For information on our data collection, sharing, and use practices, please refer to the AoA Privacy Statement available here, which is incorporated herein by reference.

14. Disclaimer of Warranties

NEITHER WE NOR OUR SERVICE PARTNERS WARRANT OR GUARANTEE THAT SERVICE WILL BE AVAILABLE AT ANY SPECIFIC TIME OR AT ALL TIMES OR TO ANY GEOGRAPHIC LOCATION, OR THAT THE SERVICE WILL BE PROVIDED WITHOUT INTERRUPTION, DELAY, OR ERROR. NEITHER WE NOR

ANY OF OUR SERVICE PARTNERS MAKE ANY WARRANTIES, EXPRESS OR IMPLIED ABOUT (1) THE EQUIPMENT OR ANY OTHER HARDWARE OR SOFTWARE USED WITH THE SERVICE, (2) THE SERVICE, (3) NONINFRINGEMENT, OR (4) ANY DATA OR INFORMATION (INCLUDING ANY POI) OR OTHER SERVICES PROVIDED THROUGH THE SERVICE. THIS INCLUDES, WITHOUT LIMITATION, WARRANTIES OF SECURITY, TITLE, CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THESE TERMS OF SERVICE. WE EXPRESSLY DISCLAIM ANY AND ALL EXPRESS AND IMPLIED WARRANTIES.

The only warranties applicable to the Equipment in your Vehicle are those extended as part of your purchase or lease of your Vehicle. **Such warranty does not cover the Service, in whole or in part.**

15. Limitation of Liability

BY ENTERING INTO THESE TERMS OF SERVICE OR BY USING THE EQUIPMENT OR SERVICE, YOU ARE WAIVING IMPORTANT RIGHTS, AND YOU ARE PROVIDING YOUR EXPRESS CONSENT TO VARIOUS ACTIONS TO BE TAKEN BY US, AUDI COMPANIES, AND OUR SERVICE PARTNERS (AS DESCRIBED HEREIN).

Neither we, nor any Audi Company nor our Service Partners assume any risk or responsibility for your use of the Service, or any of the information or other content (including any POI or third-party advertisement) provided as part of the Service. You acknowledge and agree that neither we, any Audi Company, nor any of our Service Partners are liable for dropped calls or interrupted service, or for problems caused by or contributed to by you, by any third-party, by buildings, hills, tunnels, network congestion, atmospheric conditions, acts of God or natural disaster, or by any other conditions or circumstances out of our control (as further described above in Section 11(f) of these Terms of Service). You acknowledge that your mobile device, smartwatch, or other Internet-connected device must be functioning in order to receive push notifications, and that you are responsible for maintaining such device as needed for your receipt of notifications, and for your access to and use of the Service. Neither we, nor any Audi Company, nor any of our Service Partners assume any responsibility or liability for the use or interpretation of any AI Feature(s) integrated into the Service, and we disclaim any liability for damages or losses resulting from the use or reliance on such AI Feature(s).

In addition, you acknowledge and agree that neither we (or any Audi Company) nor our Service Partners are liable (1) for our inability to contact any Service Partner or other party in any particular situation (including any emergency personnel); (2) for any act or omission of any other company, organization, or government entity furnishing a part of our Service or any equipment provided for such Service, including such company, organization, or government entity's decision to discontinue or sunset any technologies upon which the Services currently, or in the future relies upon for operation; (3) for errors or omissions of any Service Partners, vendors, dealers, or

manufacturers participating in offers or advertisements made through us; or (4) for any damages that result from or arise out of the use, installation, repair, or maintenance by you (or by any person you authorize) of the Equipment or Service, or any product or Service provided by or manufactured by third parties.

IF WE, ANY AUDI COMPANY, AND/OR ANY OF OUR SERVICE PARTNERS ARE FOUND TO BE LIABLE TO YOU FOR ANY REASON, YOU AGREE THAT THE MAXIMUM, AGGREGATE LIABILITY OF US, ANY AUDI COMPANY, AND OUR SERVICE PARTNERS TO YOU, AND YOUR EXCLUSIVE REMEDY UNDER ANY THEORY OR FOR ANY CAUSE WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED UNDER THESE TERMS OF SERVICE, FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCT LIABILITY), SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE PORTION OF THE SERVICE RATES CHARGED TO YOU FOR THE SERVICES THAT ARE THE SUBJECT OF THE CLAIM FOR THE PERIOD OF SERVICE DURING WHICH ANY RESULTING DAMAGES OCCURRED. YOU ACKNOWLEDGE AND AGREE THAT NEITHER WE, NOR ANY AUDI COMPANY, NOR ANY SERVICE PARTNER WOULD HAVE AGREED TO PROVIDE THE SERVICE OR EQUIPMENT TO YOU WITHOUT YOUR AGREEMENT TO THIS LIMITATION. YOU FURTHER ACKNOWLEDGE AND AGREE THAT THE DAMAGES CAP SET FORTH IN THIS PARAGRAPH SHALL BE THE SOLE AND EXCLUSIVE LIABILITY OF US, ANY AUDI COMPANY, AND OUR SERVICE PARTNERS TO YOU.

IN NO EVENT SHALL WE, ANY AUDI COMPANY OR OUR SERVICE PARTNERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR, AND YOU CANNOT RECOVER ANY, (A) PUNITIVE, EXEMPLARY, TREBLE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUE (REGARDLESS OF WHETHER WE, ANY AUDI COMPANY OR OUR SERVICE PARTNERS HAVE BEEN NOTIFIED THAT SUCH LOSS MAY OCCUR); OR (B) ATTORNEY'S FEES. YOU AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED ABOVE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS MAY NOT APPLY TO YOU.

You understand and agree that the Audi Companies and our other Service Partners, including without limitation the Wireless Service Providers, shall have no legal, equitable, or other liability of any kind to you in any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise relating to or arising from the Service and you waive any and all such claims or demands. If any Audi Company or any of our other Service Partners is involved in any problem, you also agree to any limitations of liability that such entity imposes on its customers.

16. Indemnification; Release

You agree to indemnify and hold harmless us, each Audi Company and each of our Service Partners, including Wireless Service Providers, and each of our or their respective affiliates, officers, directors, agents, partners, and employees, from and against any and all liabilities, settlements, penalties, claims, causes of action, and demands (including any costs, expenses, or attorneys' fees on account thereof) (collectively "Claims") irrespective of the nature of the cause of such Claims, alleging loss, costs, expenses, damages, or injuries (including without limitation Claims for libel, slander, or any property damage, personal injury, or death), arising in any way, directly or indirectly, in connection with your (or any occupant of your Vehicle) violation of these Terms of Service or your (or any occupant of your Vehicle) alteration, use counter to instructions, misuse, or failure to use the Service or Equipment.

You agree that the limitations of liability and indemnities in these Terms of Service for your conduct while these Terms of Service were in effect with you will survive even after your Service Plan has ended and the Services have terminated. These limitations of liability apply not only to you, but to anyone using your Vehicle, the Equipment, or the Service, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to any Service we or our Service Partners provide or the Equipment.

WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, YOU FURTHER AGREE TO RELEASE US, EACH AUDI COMPANY AND EACH SERVICE PARTNER FROM ALL CLAIMS, LIABILITIES, AND LOSSES IN CONNECTION WITH THE SERVICE AND/OR EQUIPMENT, INCLUDING, BUT NOT LIMITED TO CLAIMS FOR DATA COMPROMISE, DATA COLLECTION, AND VEHICLE MONITORING CONDUCTED IN ACCORDANCE WITH AOA'S (PAST OR THEN-CURRENT) PRIVACY POLICY, PERSONAL INJURY, OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE SERVICES (INCLUDING IN AN EMERGENCY SITUATION THAT MAY INVOLVE THE FAILURE TO CONTACT APPROPRIATE EMERGENCY PERSONNEL OR A SITUATION WHERE THE SOS BUTTON OR OTHER SIMILAR VEHICLE FUNCTIONALITY FAILS TO OPERATE OR BE AVAILABLE), EVEN IF CAUSED BY THE NEGLIGENCE OF US, ANY AUDI COMPANY, OR ANY OTHER SERVICE PARTNER, OR THE MALFUNCTION OF THE EQUIPMENT. YOU AGREE THAT THIS RELEASE EXTENDS TO ANY PARTY CLAIMING UNDER YOU AND THAT NO INSURANCE COMPANY WILL HAVE ANY RIGHT OF SUBROGATION.

17. Dispute Resolution

PLEASE FIRST CONTACT US FOR CUSTOMER SUPPORT IN THE EVENT OF ANY DISPUTE. IF YOU ARE UNSUCCESSFUL IN RESOLVING YOUR DISPUTES BY COMMUNICATING BETWEEN YOU AND US WITHIN A REASONABLE TIME PERIOD, YOU AND AOA EACH AGREE THAT, TO THE FULLEST EXTENT PROVIDED BY LAW:

(1) ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE, OR TO ANY PRODUCT OR SERVICE PROVIDED UNDER OR IN CONNECTION WITH THESE TERMS OF SERVICE, WILL BE

SETTLED BY INDEPENDENT ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE BETTER BUSINESS BUREAU ("BBB") UNDER BBB ARBITRATION RULES, AS MODIFIED BY THESE TERMS OF SERVICE. BBB RULES AND FEE INFORMATION ARE AVAILABLE FROM US OR THE BBB. ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITRATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE OR JURY IN AN ARBITRATION PROCEEDING;

(2) EVEN IF APPLICABLE LAW PERMITS CLASS ACTIONS, CLASS ARBITRATIONS, OR MASS ARBITRATIONS, YOU EXPRESSLY WAIVE ANY RIGHT TO PURSUE ON A CLASS OR COLLECTIVE BASIS ANY SUCH CONTROVERSY OR CLAIM AGAINST AOA, ANY AUDI COMPANY, OR ANY OF OUR SERVICE PARTNERS, OR ANY OF OUR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, AGENTS, PARTNERS, LICENSORS, EMPLOYEES, CONTRACTORS, OR PREDECESSORS IN INTEREST. YOU ACKNOWLEDGE AND AGREE THAT THE CONSOLIDATION OF CLAIMS MADE BY MORE THAN ONE PLAINTIFF, ARE BOTH EXPRESSLY PROHIBITED, AND AGREE TO ARBITRATE ANY DISPUTE SOLELY ON AN INDIVIDUAL BASIS. IF MULTIPLE CLAIMS ARE JOINED IN ONE ACTION, SOME OF WHICH WOULD NOT BE SUBJECT TO ARBITRATION, THE LATTER CLAIMS MUST BE STAYED UNTIL ANY CLAIMS IN THAT ACTION THAT ARE SUBJECT TO ARBITRATION HAVE BEEN RESOLVED. IF CLAIMS ARE ASSERTED AGAINST MULTIPLE PARTIES, SOME OF WHOM ARE NOT REQUIRED TO ARBITRATE, THE CLAIMS SUBJECT TO ARBITRATION MUST BE SEVERED. HOWEVER, YOU RETAIN YOUR RIGHT TO FILE A COMPLAINT WITH ANY REGULATORY AGENCY OR COMMISSION;

(3) NO ARBITRATOR HAS AUTHORITY TO AWARD RELIEF IN EXCESS OF WHAT THESE TERMS OF SERVICE PROVIDE, OR TO ORDER CONSOLIDATION OR CLASS ARBITRATION, EXCEPT THAT AN ARBITRATOR DECIDING A CLAIM ARISING OUT OF OR RELATING TO A PRIOR AGREEMENT MAY GRANT AS MUCH SUBSTANTIVE RELIEF ON A NON-CLASS BASIS AS SUCH PRIOR AGREEMENT WOULD PERMIT. IN ALL ARBITRATIONS, THE ARBITRATOR MUST GIVE EFFECT TO APPLICABLE STATUTES OF LIMITATIONS AND WILL DECIDE WHETHER AN ISSUE IS ARBITRABLE OR NOT. IN A LARGE/COMPLEX CASE ARBITRATION, THE ARBITRATORS MUST ALSO APPLY THE FEDERAL RULES OF EVIDENCE AND THE LOSING PARTY MAY HAVE THE AWARD REVIEWED BY A REVIEW PANEL CONSISTING OF THREE (3) ARBITRATORS;

(4) IN THE EVENT THE FOREGOING ARBITRATION REQUIREMENTS DO NOT APPLY, YOU AND AOA EACH WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY AND A JUDGE WILL DECIDE ANY AND ALL DISPUTES; AND

(5) IN THE EVENT THE CLASS ACTION PROHIBITION OR ANY OTHER PROVISION OF THIS SECTION IS DEEMED INVALID OR UNENFORCEABLE, THE

REMAINING PORTIONS OF THIS ARBITRATION CLAUSE WILL REMAIN IN FULL FORCE AND EFFECT.

18. Contact Information

You may notify us by postal mail (Audi Customer Experience Center, 3800 Hamlin Road, Auburn Hills, MI 48326), phone at 1-877-505-2834, or by electronic means (via the Audi of America website). Such notices will be considered effective after we receive them.

Any notice we send you will be sent to your last known billing or email address as shown on our records for the myAudi account. It is your sole responsibility to ensure that we have the most up-to-date and accurate contact information for you at all times. Any written notice from us will be considered given when we send it by email to the email address you have provided to us that is then in our records, or two days after we mail it to you at the most current billing address we have on file for you. Any oral notices will be considered given when we call you or when you call us toll-free at 1-877-505-2834, or you speak with a live customer service representative. Notices applicable to all users may be posted through the Audi Connect website or myAudi App.

Calls with our customer service representatives, emergency personnel, or the police may be monitored or recorded for quality assurance, issue resolution, maintaining service, training, or promoting or providing services. Our and our Service Partners' customer service representatives may remain on the line while conferencing in a third-party to assist in completing a service request. You (for yourself and your Vehicle's occupants and anyone else acting or using the Service on your behalf): (1) expressly consent to the monitoring and recording activities described herein, and (2) release us and our Service Partners from claims, liabilities, and losses resulting in connection with any such monitored and/or recorded communications.

19. Protecting Login Credentials; Using Digital Key

It is your sole responsibility to safeguard your authentication information and not share it with any third-party for use in accessing your online account. Further, it is also your sole responsibility to control and manage use of available digital key feature(s) and functionality(ies) ("Digital Key") and for the any sharing of such feature(s) or functionality(ies) (or access privileges) with other individuals.

Certain Vehicles and compatible mobile devices may be accessible using the Digital Key, enabling you to access and unlock your Vehicle with your mobile device, and which can be activated using your Vehicle's touch screen display. You agree not to use your Digital Key for unlawful or offensive purposes. Neither we nor any Service Partner has any obligation to inquire about the authority of anyone using your Vehicle or Digital Key or for other information that can be used to identify your account to request, modify, or use the Service for your Vehicle. Neither we nor any Service Partner has any obligation to inquire about the authority of anyone using your Vehicle or other information that can be used to identify your account to request, modify, or use the Service for your Vehicle.

You are responsible for the security of any passwords you use to access the Service. We will make any changes to your account or charge you for any amounts authorized by a person who provides your authentication information. You are also responsible for maintaining the confidentiality of your Digital Key, as anyone with access to your mobile phone or myAudi account may be able to use your Digital Key. Further, you are also solely responsible for any use of the Digital Key with your Vehicle.

APART FROM AVAILABLE DIGITAL KEY SHARING FEATURES, SHARING YOUR AUTHENTICATION INFORMATION WITH THIRD PARTIES IS NOT PERMITTED BY THESE TERMS OF SERVICE AND MAY LEAD TO A BREACH OF YOUR PRIVACY, INCLUDING, BUT NOT LIMITED TO, YOUR LOCATION AND DRIVING HISTORY INFORMATION, AND YOUR PERSONAL INFORMATION. ADDITIONALLY, SHARING YOUR AUTHENTICATION INFORMATION MAY LEAD TO YOUR LOSS OF CONTROL OF THE VEHICLE'S CONNECTED SERVICES. Audi is not liable for any losses or damages caused by you or another person due to the improper or inappropriate use of your Digital Key. We and our Service Partners reserve the right to limit or discontinue service if we suspect that your authentication information is being used by a third party, even if you intentionally shared your authentication information.

20. Miscellaneous Terms

a) The Laws Governing Our Relationship

To the full extent legally permissible, these Terms of Service and any disputes arising out of or relating to it or the Equipment or Service will be governed by the laws of the Commonwealth of Virginia, wherever filed, without regard to conflicts of laws principles and subject to arbitration as set forth above. In the event that the arbitration requirements of this agreement are inapplicable or unenforceable, any complaint or other legal action concerning these Terms of Service shall be interpreted under the laws of the Commonwealth of Virginia and shall be subject to the jurisdiction of the courts of the Commonwealth of Virginia.

b) Entire Agreement

These Terms of Service (including the Service Plan, Key User Agreement, Privacy Statement, and any other document or policy incorporated by or into this Agreement) comprise the entire agreement between you and us with respect to the Services or related use of the Equipment. It supersedes all other agreements, communications, or representations, oral or written, between us, past or present, with respect to the Services or related use of the Equipment. We are not responsible for any third-party statements, agreements, representations, warranties or covenants, oral or written, including, without limitation, any statements from sources other than us, concerning or relating to the Equipment or the Service provided to you pursuant to these Terms of Service or your Service Plan, unless such statements, agreements, representations, warranties, or covenants are expressly contained in or incorporate by these Terms of Service or your Service Plan.

c) Effect of Termination or Non-Renewal of Terms of Service & Service Plan

Upon termination or expiration of these Terms of Service for any reason, you must immediately stop using the Services and your authorization to use the Services is automatically and immediately terminated. All provisions of these Terms of Service which, by their nature, survive termination or expiration, shall survive termination or expiration of these Terms of Service including, but not limited to, Section 14 (Disclaimer of Warranties), Section 15 (Limitation of Liability), Section 16 (Indemnification and Release), and Section 17 (Dispute Resolution).

d) Waiver; Severability

No waiver of any part of these Terms of Service, or of any breach of it, in any one instance will require us to waive any other instance or breach. If any part of these Terms of Service is declared invalid or unenforceable, all other parts of these Terms of Service are still valid and enforceable.

e) Relationship Between Parties

Notwithstanding anything else herein, these Terms of Service do not create any fiduciary relationships between you and us, or between you and any Audi Company or any of our other Service Partners. These Terms of Service also do not create any relationship of principal and agent, partnership, or employer and employee between you and us or between you and any Audi Company or any of our Service Partners. These Terms of Service will also be binding on your heirs and successors and our successors.

f) Third-Party Beneficiaries

Without limitation of anything else set forth herein and unless you enter into a direct contractual arrangement with a particular Service Partner, you have no contractual relationship whatsoever with any of our Service Partners, including Wireless Service Providers or Response Providers, and these Terms of Service do not give you any rights against any Audi Company or any Service Partner. You are not a third-party beneficiary of any agreement between us and any of our Service Partners. None of our Service Partners has any legal, equitable, or other liability of any kind to you under these Terms of Service. You expressly waive any and all claims or demands for such liability. Our Service Partners are third-party beneficiaries of these Terms of Service.

g) Links

The Service may offer or contain links to other sites, including, among others, those of advertisers, other third parties, and companies whose trademarks may appear on the site. We are not responsible for the information collection practices or the content of the sites to which we link, or for content and information collection practices of the Web sites and online services belonging to our Service Partners.

h) Assignment

We can assign these Terms of Service, in whole or in part, to any individual or entity we choose, at any time, without notice to you, in our sole discretion.

i) Export

You agree to comply with all applicable trade regulations and export control laws, both domestic and foreign, and to allow any information you provide to be used for the purpose of ensuring export compliance. The Equipment and the Service, and any underlying information accessed or transferred by you using the Service may be subject to U.S. export controls, including the Export Administration Act (50 U.S.C. § 2401, et seq.) and the Export Administration Regulations (50 C.F.R. § 730-774), as well as the import regulations of other countries. You agree not to export or re-export any such Equipment, software, or information to any foreign country. Any information transferred by you using the Service or the Equipment to any foreign country, entity, or person must comply with the U.S. Export Administration Act and the Export Administration Regulations.

j) Intellectual Property

The Services are protected by the United States and international copyright laws and may be subject to other intellectual property protections, including patent and trademark rights. You may not (or permit or cause any other party to) reproduce, copy, distribute, modify, make derivative works from, perform, broadcast, display, transmit, reuse, re-post, use (except as expressly permitted herein), or claim any right in any aspect of the Services, including the content, text, images, audio, and video without our express, prior written permission.

k) Trademarks

Any trademarks, logos, and service marks (collectively “Marks”) displayed in connection with the Services are the registered and/or unregistered trademarks of AoA, Audi AG, or other third parties. Nothing contained in these Terms of Service or the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use or display any Mark or any variation thereof without the written permission of AoA or the other owner thereof. Your use of any Marks without prior written authorization is strictly prohibited.