

Hino-Connect Subscription End User Licence Agreement

Effective as of 16 August 2021

- A. Please read this agreement carefully before using or buying a subscription to use the Hino-Connect Service**
- B. This agreement is a binding legal contract between you or the entity you represent ("You") and Hino Motor Sales Australia Pty Ltd ("Hino", "We" or "Us").**

1. Introduction

- 1.1 Thank you for your interest in subscribing to the Hino-Connect Service (**the Service**).
- 1.2 The Service provides remote display access, data and software management services, wireless data transfer, location history, and other functionalities as further described in Hino's standard documentation and to the extent included in your Subscription.
- 1.3 The Service utilises the telematics device in your vehicle (**the Equipment**) and the modem software and other software and/or firmware that is used in, installed on, provided with, or embedded on the Equipment (**Telematics Software**).
- 1.4 This Hino-Connect Subscription End User License Agreement (**the Agreement**) applies to:
- i. your subscription to the Service and use of the Hino-Connect website <https://hino-connect.com.au> (**the Website**) and the Hino-Connect app (**the App**) and other related websites in order for such subscribers to access certain content, functionality, reports and services, and their data;
 - ii. the use of, and your consent to the use of, certain information or data that may be collected, recorded, and transmitted from and about the Equipment associated with the Service, and your use of the Hino-Connect Software.
- 1.5 You understand that by using the Service, Hino and its business associates may collect and use data to provide you with the Service and for other purposes, as described below.

2. Acceptance of Agreement

By accepting these terms or using the Website, the App, the Service, or the Telematics Software, you agree to be legally bound by this agreement.

3. Privacy and Data Handling

3.1 Privacy Policies

For Australian Services we are bound by the Privacy Act 1988 (Cth) in the collection and handling of your personal information. For more information on how we manage your personal information, our privacy policy can be viewed at: <https://www.hino.com.au/privacy-policy>

3.2 Data Handling Statement

For information about the types of information collected and how we handle it, please refer to the Hino Data Handling Statement (**Data Handling Statement**) which is attached at Annexure A.

4. Grant of Licence and Licence Restrictions

4.1 Limited Licence

- 4.1.1 Subject to your compliance with the terms of this Agreement, including the Payment Terms (if applicable), Hino grants you a limited, worldwide, non-exclusive, non-transferable, non-assignable Licence (without the right to sublicense) to access and use the Telematics Software and the Service for the duration of this Agreement.
- 4.1.2 You agree to
- i. access and use of the Telematics Software and Service only in a manner consistent with all applicable local, state, national or international laws, rules, orders, directives, statutes, and regulations (**the Laws**); and
 - ii. use the Telematics Software and Service in a manner consistent with Hino-Connect documentation.
- 4.1.3 Your login and username and password are for your use only as an individual. If you wish others to use the Service, they must first register for access to the service and be assigned a personal username and password.

- 4.1.4 You assume full responsibility for the actions of any third party that you authorise or allow to access the Telematics Software or Service. For the avoidance of all doubt, your subscription to the Service gives you right to use the Telematics Software only and does not give you any ownership or proprietary rights.
- 4.2 No Reverse Engineering
- 4.2.1 The licence above does not include any right to any source code of any Telematics Software, firmware or design.
- 4.2.2 You acknowledge that the Telematics Software, Service and reports are copyright of Hino and Third Party Suppliers as applicable.
- 4.2.3 Except and to the extent required or permitted by Law, you and your authorised users shall not reverse engineer, disassemble, decompile, or make any attempt to discover the source code of the Hino-Connect Software.
- 4.2.4 Information necessary to achieve interoperability and security testing of the Service, Website, App or Telematics Software is available from Hino upon request.
- 4.3 Security Measures
- 4.3.1 The Telematics Software may be protected by certain security measures, including but not limited to copyright protection measures, application enabling mechanisms, passwords, key codes, encryption, or other security devices (**the Security Measures**).
- 4.3.2 You and your authorised users agree that you will not:
- i. defeat or attempt to defeat the Security Measures that protect the Telematics software;
 - ii. traffic in, purchase, manufacture, design, import, offer, sell or distribute any circumvention or hacking device that is designed to circumvent or hack the Security Measures or functions, or the Telematics Software;
 - iii. You will use reasonable measures to protect and if necessary, change passwords to ensure the privacy of data is maintained.
- 4.4 No Misuse
- 4.4.1 You and your authorised users agree that you will not use the Service, Website, App or Hino-Connect Software for any purpose that is unlawful or not expressly permitted by this Agreement.
- 4.4.2 We may restrict or terminate use of the Service, Website, App or Telematics Software by you and your authorised users, in whole or in part, if there is a reasonable suspicion of, or any actual, misuse or fraudulent use by you or your authorised users.
- 4.4.3 You will be responsible for any costs incurred by us or any other party (including legal fees) as a result of such misuse or fraudulent use.
- 4.4.4 You and your authorised users may not:
- i. damage, disable, overburden, interfere with, disrupt or impair the Service, the Website, App or Telematics Software, or servers or networks connected to them, in any manner;
 - ii. use the Service, Website or App in a “service bureau” or similar structure whereby third parties obtain or use of the Service through you, including without limitation as part of a service competitive with any service offered by Hino;
 - iii. interfere with any other party’s access, use or enjoyment of the Service, the Website, App or Telematics Software in any manner;
 - iv. impersonate any person or entity, or misrepresent your affiliation with a person or entity, or provide any false or misleading information to Hino;
 - v. use the Service, Website or App to convey obscene, prurient, defamatory, salacious, or unlawful information or copyrighted content that is not your property or to violate the rights of any third party;
 - vi. use the Service without permission on a stolen or lost device;
 - vii. engage in unauthorised access to the Service, Website or App;
 - viii. use any scheme, false representation or false credit device, with the intent to avoid payment, in whole or in part, for the Service;
 - ix. except to the extent otherwise reasonably necessary to exercise the licence rights granted to you, reproduce, modify, publish, distribute, publicly display, adapt, alter, translate, disclose, perform, or create derivative works from the Telematics Software (or any part of the Telematics Software), or any Third-Party Materials (as defined below);

- x. remove, obscure, or alter any copyright, trademark, or other proprietary notices embedded in, affixed to, or accessed in conjunction with the Telematics Software; or
- xi. track the location of any person or device without first informing and obtaining the necessary approvals from such person, owner, or person in control or possession of such device to permit you and Hino to track such location.

4.5 Third Party Materials

- 4.5.1 The Telematics Software or Service may be bundled or used with software or services that are provided by third parties (**Third Party Materials**).
- 4.5.2 Third Party Materials are not governed by this Agreement but may be governed by such third parties' terms of use or other agreements.
- 4.5.3 Hino will use reasonable efforts to notify you of events affecting Third Party Materials that Hino bundles with the Telematics Software or the Service and that may impact your use of the Service, or Website or App.
- 4.5.4 To the fullest extent permitted by applicable law, Hino expressly disclaims all responsibility and liability (and you will not hold or attempt to hold Hino responsible or liable) in connection with the Third-Party Materials or use of Third Party Materials by you or any authorised user.

4.6 Transfer of Equipment

- 4.6.1 You agree that you will not assign, sublicense, transfer, pledge, lease, rent, or share your rights under this Agreement, except in accordance with this clause 4.6.
- 4.6.2 If you permanently transfer ownership of the Equipment, then you must notify Hino immediately in writing of the transfer of ownership of the Equipment.
- 4.6.3 If you permanently transfer ownership of the Equipment, your rights in relation to the Service cease upon the transfer of ownership for that transferred Equipment and you acknowledge that Hino can only implement the cessation of your access upon notification by you regarding the transfer of ownership.
- 4.6.4 You may also permanently transfer all your rights under this Agreement, provided that you:
 - i. notify such transferee of the existence of this Agreement and the Service, and of the transfer of data in accordance with this Agreement;
 - ii. notify such transferee that it and/or its authorised users must enter into this Agreement with Hino if they wish to continue to use the Service, the Website, App or Telematics Software; and
 - iii. promptly notify Hino of such transfer.
- 4.6.5 You will remain responsible for your Subscription to the Service and any use of such service, including by the Equipment, until you have contacted Hino.
- 4.6.6 You must also notify Hino if you would like to have any of your data deleted from your account or your Equipment prior to the permanent transfer of ownership of your Equipment to the transferee.

5. **Services**

5.1 Nature of the Service

- 5.1.1 You acknowledge that in order for the Service to be provided, the Telematics device in your Equipment when powered, will transmit certain data through the media of radio waves, cellular, satellite, GPS, Web and/or similar technology.
- 5.1.2 The type, granularity, and volume of data collected will vary by vehicle type and may change at any time without notice.
- 5.1.3 You consent to such transmission and waive any claims that you may have against us as to the availability, quality and performance of the media transmitting the data, other than those claims which cannot be waived under applicable Law.
- 5.1.4 You understand that the Service is made available to you on the basis of several factors, including without limitation, Web access, cellular connectivity, computer usage, your Equipment, your operating system, your Equipment's Telematics device being activated and maintained by you, and the package of the Service you have purchased.

5.2 SMS Messaging and Emails

- 5.2.1 If you elect to receive short message service (**SMS**) messages on your mobile device and/or email messages as part of the Services, you hereby consent to receiving SMS messages and/or email messages from Hino.

- 5.2.2 Election to receive SMS messages is not a condition to receive the Service.
- 5.2.3 To elect to receive SMS messages on a mobile device, you must be, and warrant that you are, the authorised user of the mobile device.
- 5.2.4 The number of SMS messages received by you will vary depending upon vehicle activity.
- 5.2.5 Your receipt of SMS messages may result in you incurring additional message or data fee(s) from your wireless carrier for which you are solely liable.
- 5.3 Access to the Service
 - 5.3.1 During the term of this Agreement, you will have access to and use of the Service via the Website and/or the App.
 - 5.3.2 Hino will assign to your username(s) and password(s) for your use of the Service.
 - 5.3.3 You will control access to and use of your username(s) and password(s), and you will promptly notify Hino of any unauthorised use of your username(s) or password(s).
 - 5.3.4 You will not:
 - i. permit access to or use of the Service via your username and/or password by any third party; or
 - ii. assign or transfer access to the Service or use the Service, except as permitted in this Agreement.
 - 5.3.5 If you desire to provide access to your account to a third party, you may grant such access via the Website or the App after the third party creates its own username and password.
 - 5.3.6 You assume full responsibility for the actions of any third party to which you permit access with respect to the Service
- 5.4 Payment
 - 5.4.1 If you have purchased the Service, you agree to pay all applicable charges and fees in accordance with the payment terms applicable to the Service subscription plan that you purchase (**Payment Terms**)
 - 5.4.2 Except as otherwise provided in the applicable Payment Terms, renewals of the Service will be at the applicable list price in effect at the time of the applicable renewal.
- 6. **Data**
 - 6.1 Data Collection
 - 6.1.1 Hino will collect and process Personal Information from you for the purpose of creating and administering your account, and by using the Service, your Equipment will collect, record and/or transmit certain data to Hino, including Machine Data, Environmental Data and Utilization Data.
 - 6.1.2 Personal Information, Machine Data, Environmental Data and Utilization Data are defined in the Data Handling Statement.
 - 6.1.3 This Agreement does not grant Hino any rights to your data that we may receive under this Agreement except for the rights of use described in this Agreement and in the Privacy Statements.
 - 6.1.4 Certain Machine Data is proprietary to Hino.
 - 6.1.5 You must ensure that each driver of the vehicle consents to the collection, use and storage of their Personal Information, as well as the Machine Data, Environmental Data and Utilization Data, in accordance with this Agreement.
 - 6.2 Data Sharing with Dealers
 - 6.2.1 Hino may permit Dealers authorised by Hino or you, access to and use of your data as made available through the Website or the App and the Service (**Authorised Dealers**) information and data for the purpose of servicing your Equipment, including vehicle diagnostics, remote servicing, and vehicle component software updates, as further described in the Telematics Data Handling Statement.
 - 6.2.2 Authorised Dealers may process and use you or your authorised user(s)' Personal Data only to provide an approved service in connection with your Equipment and in accordance with the Privacy Statements and applicable Law.
 - 6.3 Use of Data
 - 6.3.1 You acknowledge that you have been notified of our Privacy Policies and Data Handling Statement.

- 6.3.2 You hereby grant Hino the right to process, use, disclose and transfer data transmitted to Hino to provide you with the Service, among other uses, including any other purposes described in the Privacy Policies and Data Handling Statement, in compliance with applicable Law.
- 6.3.3 This permission extends to Hino disclosing data to third parties engaged by Hino in connection with providing the Service.
- 6.4 Derived Data
 - 6.4.1 You and your authorised users understand that Hino may aggregate, compile, or derive data collected in connection with the Service such that a specific user or vehicle is no longer identifiable (**Derived Data**).
 - 6.4.2 Derived Data does not consist, contain, or relate to Personal Data.
 - 6.4.3 Hino shall own such Derived Data.
 - 6.4.4 To the extent that you obtain any right, title or interest in such Derived Data, you hereby agree to irrevocably assign such right, title and interest to Hino.
 - 6.4.5 Such Derived Data may be accessed and used by Hino for any purpose, and may be shared by Hino with third parties, including but not limited to our dealers, our affiliates and their dealers, the manufacturer of the Equipment, and other business partners.
 - 6.4.6 Hino shall implement and maintain measures to ensure that Derived Data remain anonymous.
- 6.5 Restriction of Data Access
 - 6.5.1 While you subscribe to the Service, you may not restrict Hino's access to and use of your data, except as permitted by applicable Law and as provided below.
 - a. *Machine Data*

If you desire to restrict Hino's access to Machine Data governed by this Agreement, you must cancel the Service by terminating this Agreement (as provided in clause 11.3), and request via the Website or the App or a Hino dealer that Hino delete the Machine Data available in your account. Hino will effectuate such deletion within a reasonable period after your valid request, subject to clause 6.6 below. Hino will continue to have access to Machine Data collected by the Service prior to you restricting Hino's access to the Machine Data. Restricting Hino's access to Machine Data will prevent you from receiving remote vehicle diagnostics, remote vehicle servicing or other services from Hino.
 - b. *Utilization Data*

You may restrict Hino's access to Utilization Data through the Website or the App or other services. Removal of Hino's access to and use of Utilization Data through such subscriptions or services will also limit your access to Utilization Data via the Website or the App and disable your ability to load additional Utilization Data. You may delete Utilization Data files as described in clause 6.6 below.
- 6.6 Deletion of Data
 - 6.6.1 You may request the deletion of any Personal Data from your account by written request to Hino or an Hino authorised dealer
 - 6.6.2 You may also contact Hino to request that Hino permanently delete Personal Data maintained in or under your account on its systems, subject to any records retention or legal requirements.
 - 6.6.3 If you or Hino close your Service account (e.g., Hino will close your account upon the termination of this Agreement), unless otherwise required by applicable Law or unless otherwise agreed by Hino has the option and right to permanently delete any and all information, including data, maintained in or under your account, and you will no longer be able to retrieve any data or other information contained in that account.
 - 6.6.4 You acknowledge that to the fullest extent permitted by applicable Law, Hino has no responsibility for the deletion or failure to store any data or other information that may be submitted to Hino, or that may be maintained or transmitted by the Service.
 - 6.6.5 Notwithstanding the foregoing, Hino shall not have any obligation to delete any Derived Data.
- 6.7 Transfer of Data
 - 6.7.1 The Service is administered by Hino from its offices or those of its affiliates at various locations within Australia and New Zealand.

- 6.7.2 In accordance with applicable Law, Hino may also make use of an affiliate or one or more external service providers to host the Service at various locations globally.
- 6.7.3 Your data that is provided to Hino may be collected, sent, processed, and stored outside of the country in which you live and, as a result, may be available to governmental authorities under lawful orders and other Laws applicable in such foreign jurisdictions.
- 6.7.4 Hino will use reasonable means to ensure that such data is protected in these cases, but Hino cannot guarantee that the Laws of any foreign jurisdiction will accord the same degree of protection as the Laws of your country.
- 6.8 **Third-Party Services**
 - 6.8.1 As part of the Service, you may subscribe to enable the Service to communicate, transfer and exchange data between your Equipment's Telematics device or system and certain third-party devices, systems or software to generate custom reports, data or other features (**Third-Party Services**).
 - 6.8.2 Hino does not exercise control over the form or quality of data transmitted by such Third-Party Services, nor any reports or other data generated by them (**Third-Party Services Data**).
 - 6.8.3 By choosing to use Third-Party Services, you and your authorised users agree to the following:
 - a. You agree to allow Hino and/or your Equipment's Telematics device to transfer and exchange your data with such Third-Party Services.
 - b. You agree that once Hino and/or your Equipment's Telematics device has initiated such transfer of your data to such Third-Party Service, to the extent that your data no longer remains in the Hino Service, your data will no longer be governed by this Agreement or the Privacy Statements; rather, your data may be governed by such third-party supplier's privacy statement.
 - c. Third-Party Services are not governed by this Agreement but may be governed by the third-party supplier's terms of use or other agreements which you may enter into directly with the Third-Party Services.
 - d. You and your authorised users agree that you and they will not hold Hino responsible for access to or use of any Third-Party Services, including any resulting Third-Party Services Data.
 - e. You accept any and all limitations in the use and quality of the Third-Party Services and any Third-Party Services Data and agree that Hino is not responsible for the quality or accuracy of, or the inability to receive, access or use Third-Party Services and/or any Third-Party Services Data.
 - f. Hino may control the flow of Third-Party Services Data transmitted to and from the Service and may stop or block the use of any Third-Party Services and/or any Third-Party Services Data that Hino believes may adversely affect the Service.
 - g. To the fullest extent permitted by applicable law, Hino expressly disclaims all responsibility and liability (and you will not hold or attempt to hold Hino responsible or liable) in connection with:
 - i. your data once Hino and/or your equipment's Telematics device has initiated such transfer of your data to a third-party service (whether directly or indirectly through an intermediary system); and
 - ii. any third-party services and/or any third-party services data, including but not limited to any use by you or your authorised users and any resulting damage or unauthorised access to or loss or alteration of your equipment or data.
- 7. **Modifications**
 - 7.1 **Modification or Discontinuation**
 - 7.1.1 To the fullest extent permitted by law, Hino may, at any time, modify, suspend or permanently discontinue the Service or the Website or the App, or any portion of their features, functions or products or associated support, with or without advance notice, for any or no reason.
 - 7.1.2 Hino will not be liable to you or to any third party for any such modification, suspension or discontinuance, nor will Hino be obligated to continue offering support for any suspended or discontinued Service, the Website or the App or portions of those.

- 7.1.3 By accessing or using the Service, the Website or the App, you consent to our modification to the Service, the Website or the App, or any portion of its or their features, functions, products, or associated support.
- 7.1.4 Hino will provide reasonable advance notice for any modification, suspension or discontinuation of the Service, the Website or the App, which have an adverse and material impact on the essential part of our bargain under this Agreement.

7.2 Software Updates

- 7.2.1 You agree that Hino may, at any time, remotely change or update the Telematics Software with or without any advance notice.
- 7.2.2 Such changes or updates may include bug fixes, patches, enhanced or new functions or features, and new versions.
- 7.2.3 Unless otherwise explicitly stated by Hino, any changes and updates to the Telematics Software will continue to be governed by the terms of this Agreement.
- 7.2.4 By accepting this Agreement, you give your express consent to the installation of future software updates.

8. **Service Requirements and Limitations**

8.1 Service Requirements

8.1.1 *General*

You understand that in order for the Service to operate, your Equipment must have a working electrical system, and your Equipment and the Telematics device on your Equipment must otherwise be in working condition.

8.1.2 *Third Party Communications Systems.*

- a. If the Service requires the use of a proprietary third party communications system, such as that of a telephonic wireless communications carrier or a satellite-based communication system (**Communications Carriers**) in order to operate, Hino accepts no responsibility for the availability, quality or performance of (and the service excludes) wireless or satellite-based communications services or equipment furnished by the Communications Carriers.
- b. The Communications Carriers are exclusively responsible for such services and equipment.

8.1.3 *Website and App*

- a. You agree that the Website and the App require access to the Web, and you are responsible for the acquisition, configuration, monitoring, maintenance, management, and fees and expenses of your network connection and software and hardware related to your use of the Web, including LAN, computers, modems, and telecommunications devices.
- b. Hino is not responsible for the network connection to access the Web or for issues, problems or conditions arising from or related to the network connection, including but not limited to bandwidth issues, signal coverage, network outages, and/or other conditions that are caused by the Web and/or network connection.

9. **Support Services**

- 9.1 Hino and its dealers may offer to provide (but are not obligated under this Agreement to offer or to provide) you with support services related to the Service.
- 9.2 Any such support services may be subject to additional terms and conditions.

10. **Intellectual Property**

- 10.1 You and your authorised users understand and acknowledge that the Service and Telematics Software are protected by intellectual property laws and international treaties.
- 10.2 As between you and Hino, all rights, title, and interest in and to Service, the Website, App and Telematics Software are owned by Hino (or its licensors or Telematics service provider), and nothing contained in this Agreement transfers or assigns any right, title, or interest in the Service, the Website, the App or the Telematics Software, including without limitation any trademark rights, to you or your authorised users.
- 10.3 You and your authorised users hereby agree and acknowledge that Hino and its licensors (and as applicable, third-party suppliers) own all right, title and interest in and to all intellectual property rights in connection with or relating to the Service, the Website, the App and the Telematics Software.

11. Suspension and Termination

11.1 Suspension/Termination for Cause

11.1.1 Hino may suspend or terminate your and/or your authorised users' Licence to use the Service and/or Telematics Software, in relation to one or more Vehicles without liability, if:

- i. you or your authorised users violate the terms of this Agreement or any other valid agreement with Hino for the use of the Service, the Website, App or Telematics Software; or
- ii. Hino has reason to believe that you, your authorised users, any of your agents or any third party is abusing the Service, the Website, App or Telematics Software, or using it fraudulently or unlawfully.

11.1.2 Hino may also suspend or terminate your subscription to the Services in whole or in part if you fail to pay fees or other amounts owed when due. Upon any termination of this Agreement under this paragraph, you will not be entitled to any refund of any payments made by you (if applicable) for the Services and you will no longer have access to your data via the Website or App.

11.2 Termination for Convenience by Hino

11.2.1 Subject to any additional notice requirements under applicable Law, Hino may terminate this Agreement upon thirty (30) days' prior notice to you.

11.2.2 Upon any termination of this Agreement under this paragraph, Hino will refund to you a prorated portion of any payments made by you (if applicable) for the unused Service and you will no longer have access to your data via the Website or the App.

11.2.3 Such reimbursement will be Hino's sole liability to you for any such termination for convenience by Hino.

11.3 Termination for Convenience by You

11.3.1 You may terminate this Agreement upon thirty (30) days' prior notice to Hino.

11.3.2 Upon any termination of this Agreement under this paragraph, you will not be entitled to any refund of any payments made by you (if applicable) for the Services and you will no longer have access to your data via the Website or the App.

12. Force majeure

12.1 Subject to the following provisions of this clause 12, we will not be responsible to you for failure to perform or any delay in performing any obligation under this Agreement to the extent that such failure or delay is caused by force majeure.

12.2 For the purposes of this Agreement, force majeure will mean any circumstance which:

- 12.2.1 is beyond our reasonable control; and
- 12.2.2 is not a circumstance we could, by the exercise of a reasonable standard of care and skill, have avoided.

12.3 We will give notice to you as soon as practicable upon the occurrence of an event of force majeure. If the event of force majeure prevents us from providing all or part of the Services for a period of more than 30 days, we may by notice to you terminate this Agreement without further liability to you.

13. Warranties

13.1 To the fullest extent permitted by law, Hino, its directors, officers, employees, licensors, and other suppliers, dealers, affiliates and agents (**the Hino Parties**) disclaim any responsibility for any harm resulting from your or your authorised users' use of the Service, the Website, the App or Telematics Software.

13.2 You and your authorised users expressly understand and agree that:

- a. the Service, the Website, the App and the Telematics Software are provided on an "as is", "with all faults" and "as available" basis and the entire risk as to satisfactory quality, performance, accuracy and effort is with you;
- b. to the fullest extent permitted by law, the Hino parties make no representations, warranties or conditions, express, implied, statutory or otherwise (including without limitation) in regard to:
 - i. title, merchantability, fitness for a particular purpose, workmanlike effort, accuracy, quiet enjoyment, no encumbrances, no liens and non-infringement;
 - ii. the security, reliability, timeliness, and performance of the Service, the Website, the App or the Telematics Software; and

- iii. access to or use of the Service, the Website, the App or Telematics Software and in particular the capability to meet your requirements, be uninterrupted or error-free;
 - c. you will access and use the Service, the Telematics Software, the App and the Website at your own discretion and risk and that you will be solely responsible for any damages to your computer system(s) or equipment or loss or alteration of data that results from such access and use.
- 13.3 Without limiting the foregoing, you acknowledge that Hino cannot be held responsible for the operation or failure of operation of global navigation satellite systems (**GNSS**), GNSS satellites or the availability of GNSS satellite signals due to variables beyond Hino's reasonable control with respect to the inherent positional inaccuracies of GNSS.

14. Limitation of Liability

- 14.1 Under no circumstances, will the Hino parties be liable to you, your authorised users or a third party for any damages, including, without limitation, direct, indirect, incidental, special, exemplary, punitive, third party or consequential damages, or damages for loss of business profits, business interruption, loss or corruption of data (including as a result of Telematics Software updates or changes), loss of business information, virus infections, system outages and the like, arising out of, based on or resulting from this Agreement or your or your authorised users' access to, use of, misuse of or inability to use the Service, the Website, the App or the Telematics Software (including losses or damages arising from their interruption or transmission errors (including location data inaccuracies), defects, or any other causes), even if Hino has been advised of the possibility of such damages (including damages incurred by third parties).
- 14.2 Hino does not assume and will not have any liability arising from events beyond its control or the control of its subcontractors, licensors or business partners, including events such as acts of god, acts of any governmental entity, acts of public enemy, strikes or weather conditions.
- 14.3 The exclusion of damages under this clause is independent of any remedy provided under this Agreement and survives in the event such remedy fails of its essential purpose or is otherwise deemed unenforceable.
- 14.4 These limitations and exclusions apply without regard to whether damages arise from breach of contract or warranty, negligence or any other cause of action.
- 14.5 To the extent that applicable law does not prohibit such exclusions and limitations, in no event will Hino's total liability to you for all damages, losses and causes of action, whether in contract, strict liability, tort (including negligence) or otherwise, exceed the amounts paid by you to Hino within the 12 months prior to the most recently ended month for your access or use of the service.
- 14.6 Hino's liability to you for all damages, losses and causes of action, whether in contract, strict liability, tort (including negligence) or otherwise will be reduced by the extent, if any, to which you contributed to the damage, loss or cause of action.
- 14.7 The preceding limitations of liability do not apply to liabilities that cannot be excluded or limited by applicable laws or in the event of personal injury arising solely from an Hino Party's gross negligence or willful misconduct.
- 14.8 In the event that applicable laws imply warranties or conditions or impose guarantees or obligations on Hino which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent (**Non-Excludable Rights**), this Agreement must be read subject to these Laws, and nothing in the Agreement is intended to exclude, restrict or modify your Non-Excludable Rights.
- 14.9 If laws apply Non-Excludable Rights, then to the extent permitted Hino limits its liability in respect of any claim under those Laws
- a. in the case of goods, at Hino's option, to:
 - i. the replacement of the goods or the supply of equivalent goods;
 - ii. the repair of such goods;
 - iii. the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - iv. the payment of having the goods repaired,
 - b. in the case of services and at Hino's option, to:
 - i. the supplying of the services again; or
 - ii. the payment of the cost of having the services supplied.

15. Indemnity

- 15.1 Upon Hino's request, you agree to indemnify, defend and hold harmless each of the Hino parties from and against any and all claims, lawsuits, demands, actions or other proceedings brought against it by any third party due to, arising out of or related to your or your authorised users'
- misuse of the Service, the Website, the App or the Telematics Software (including in connection with tracking the location of any person or device),
 - violation of this Agreement,
 - failure to provide necessary notices or obtain necessary consents from authorised users or other individuals regarding the Service, the Website, the App or the Telematics Software (including in connection with tracking the location of any person or device), and
 - violation of any law or third party rights.
- 15.2 You shall pay any and all costs, damages and expenses, including, without limitation, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Hino Parties in connection with or arising from any such claim, lawsuit, action, demand or other proceeding.
- 15.3 An Hino Party may, at its own expense, assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to cooperate with such Hino Party in asserting any available defences.

16. Other

16.1 Electronic Signature and Disclosure Consent Notice

- 16.1.1 You agree to the use of electronic documents and records in connection with this Agreement, the Service, the App and the Website.
- 16.1.2 You agree that all such documents and records that Hino provides to you electronically satisfy any requirement that these documents and records be in writing.
- 16.1.3 You may:
- obtain a paper copy of any document or record,
 - withdraw your consent to the use of electronic documents and records, and
 - update your contact information, by contacting Hino as described on the Hino website.
- 16.1.4 To receive or access electronic documents and records, you must have a compatible and functional in-cab display or other software capable of displaying PDF files.
- 16.1.5 To retain documents and records, your device must have the ability to download and store PDF files.
- 16.1.6 Your access to this page verifies that your system and device meets the above receipt, access, and retention requirements.

16.2 Choice of Law

This Agreement is governed by and construed in accordance with the laws of New South Wales, Australia.

16.3 Import and Export Compliance

- 16.3.1 You acknowledge that all system hardware, system software, proprietary data, know-how, or other data or information obtained from Hino (**the Products**) may be subject to the import and/or export control Laws of one or more countries and, accordingly, their import, export, re-export, and transfer may be restricted or prohibited.
- 16.3.2 You agree to strictly comply with all such Laws and not to directly or indirectly import, export, re-export, transfer, or cause to be imported, exported, re-exported, or transferred, any such Products to any destination, entity, or persons prohibited or restricted under any Law, unless you have first obtained prior written consent of Hino and any applicable governmental entity, either in writing or as provided by applicable Law, as the same may be amended from time to time.

16.4 Entire Agreement

- 16.4.1 This Agreement, the terms of the Privacy Statements, and any other valid agreement between you and Hino for use of the Service, the Website, the App and the Telematics Software constitute the entire agreement between you and Hino and govern your use of the Service, the Website, the App and the Telematics Software, superseding any and all prior agreements, negotiations and communications (whether written, oral or electronic) between you and Hino with respect to such subject matter.
- 16.4.2 Except as otherwise expressly set forth otherwise in this Agreement, no change, modification, or waiver of this Agreement will be binding on Hino unless made in writing, with Hino's approval.

- 16.4.3 Any rights not otherwise expressly granted under this Agreement are reserved by Hino and its licensors.
- 16.4.4 The failure of Hino to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, that portion shall be construed in a manner consistent with applicable Law to reflect, as nearly as possible, the original intentions of Hino, and the remaining portions shall remain in full force and effect.
- 16.4.5 No third party shall have the right to enforce any provision of this Agreement.
- 16.5 Modification of Agreement
 - 16.5.1 Hino may modify and update this Agreement at any time.
 - 16.5.2 Hino will provide you with reasonable notice of any such changes.
 - 16.5.3 Hino may notify you of material changes to this Agreement by contacting you via your contact information provided in your account.
 - 16.5.4 Your continued use of the Service, the Website, the App or the Telematics Software following the posting of any such changes will constitute confirmation of your acceptance of the updated Agreement, unless you notify Hino in writing within 30 days of the notice that you do not accept the updated Agreement.
 - 16.5.5 In that case, this Agreement in effect at the time of your last agreement to or acceptance of this Agreement will remain in effect, unless Hino, at its option, exercises its right to terminate this Agreement.
- 16.6 Time Limits for Pursuing Claims and Disputes

You agree that to the extent permissible under applicable Law, any claim or cause of action arising out of or related to use of the Service, the Website, the App or the Telematics Software must be brought within one (1) year after such claim or cause of action arose or be forever barred.

HINO-CONNECT

DATA HANDLING STATEMENT

Equipped with the latest on-board technology, 4G connectivity and supported by world class infrastructure and back-end services, Hino-Connect is designed to provide best-in-class coverage, peace of mind and safety.

Hino-Connect provides you with access to a myriad of Hino proactive services, such as “Service & Maintenance Reminders” as well as the opportunity to subscribe to, and utilize, comprehensive fleet management services, made available to you directly through our Hino-Connect web portal (hino-connect.com.au) as well as mobile devices with native Android and Apple Hino-Connect applications.

So, rest assured knowing that your vehicle is equipped with Hino-Connect and is providing you, our valued customer, with a seamless, data-rich, “end-to-end” service that will support your business today, tomorrow, and long into the future.

YOU HAVE TOTAL CONTROL OVER YOUR DATA

We respect that you control your data. When you provide your data to us, we will honor the permissions you set for sharing it with others, and we will only use your data for the purposes described in this Hino-Connect Data Handling Statement.

We created this Data Handling Statement to describe how we manage your data and to provide you the information you need to make informed decisions about your use of Hino services.

If you do not or cannot agree to the data uses described below or in our Hino-Connect Privacy Policy (<https://www.hino.com.au/privacy-policy>) then you should not subscribe to or enable Hino-Connect or other Hino services which require access to Hino-Connect.

1. TYPES OF DATA WE COLLECT

We can collect four kinds of data:

Machine Data

- Vehicle data and vehicle status information (e.g. speed, position, movement, engine speed, acceleration, diagnostic data and vehicle sub-systems data)
- ECU status and informational alerts
- Dashboard and "tell-tale" information (e.g. engine light, brake failure)
- Gross Combination Mass (GCM)
- Fault Code information (DTCs)

Environmental Data

- Ambient conditions (e.g. temperature)
- Local weather
- Traffic and road information

Utilization Data

- Vehicle operation
- Driver style evaluation (DSE)
- Fuel usage and carbon emissions (CO²)

Personal Information is information that is of a personal nature and that pertains to you or your account. Examples of Personal Information include:

- Name
- Email address
- Account information, including account settings

While some of the above data is derived from telematics directly, weather, traffic and other valuable information is obtained from other sources and used to enhance the service further.

If you subscribe to Hino-Connect, you benefit from our services as an "Active User" and we collect Machine Data, Environmental Data, Utilization Data and Personal Information to provide you with the relevant services as outlined in table 1.

If you do not subscribe to Hino-Connect, you can still enable Hino-Connect and benefit from some of our services as a "Passive User" as outlined in table 1. While you may not wish to access these types of data yourself, this passive use allows us to access the Machine Data, Environmental Data, Utilization Data and Personal Information.

We only use Personal Information as necessary to identify you in the provision to you of the Hino Telematic Services or other Hino services, for internal purposes (such as product improvement and trend analysis). Please review our Privacy Policy at <https://www.hino.com.au/privacy-policy>.

2. DATA SECURITY & DATA TRANSFER

We have implemented a data security program that is designed to reasonably safeguard your data as required by law.

3. HOW YOU CONTROL YOUR DATA and HOW WE USE AND SHARE YOUR DATA

Type of access to Hino-Connect	Subscribe – Active User	Enable – Passive User	Do not subscribe Do not enable
Definition of your access to Hino-Connect	<p>As an Active User you enjoy the benefits of accessing your data via the Hino-Connect web portal, the mobile application or the Applicable Program Interface (API).</p> <p>You can enjoy all benefits of being an Active User at no extra cost to you during your complimentary customer subscription period (e.g. 12 months). The complimentary period commences at time of activation of your vehicle by your Hino dealer.</p> <p>You remain or can resume being an Active User of Hino-Connect beyond your complimentary subscription period by extending your end user subscription either on your Hino-Connect web portal or at your local dealer.</p>	<p>As a Passive User you can enjoy a variety of benefits and services provided by Hino by enabling us to collect your data.</p> <p>As a Passive User you are not able to access your data via the Hino-Connect web portal the mobile application or the Applicable Program Interface (API).</p> <p>You can switch from being a Passive User to being an Active User at any time by accessing the Hino-Connect web portal, the mobile application or the Applicable Program Interface (API). This option will be available to you at no extra cost during your complimentary customer subscription period (e.g. 12 month).</p>	Service disabled
Access Period	<p>Access by you:</p> <ul style="list-style-type: none"> 12 months complimentary subscription Optional extension in increments of 12 months <p>Access by Hino: 60 months</p>	<p>Access by Hino: 60 months</p>	Service disabled

Type of access to Hino-Connect	Subscribe – Active User	Enable – Passive User	Do not subscribe Do not enable
Our Active User and Passive User benefits to you	<p>By enabling us to collect your data Hino can provide you with a variety of benefits and tailored services that will further enhance the uptime of your vehicle.</p> <p>Services relating to Your Vehicle:</p> <ul style="list-style-type: none"> • Monitor your machine's health and performance <p>Vehicle Fault Code Management:</p> <ul style="list-style-type: none"> • Proactively monitoring of vehicle performance and maintenance work • Minimise vehicle downtime <p>Dealer Support:</p> <ul style="list-style-type: none"> • Proactive dealer support 	<p>By enabling us to collect your data Hino can provide you with a variety of benefits and tailored services that will further enhance the uptime of your vehicle.</p> <p>Services relating to Your Vehicle:</p> <ul style="list-style-type: none"> • Monitor your machine's health and performance <p>Vehicle Fault Code Management:</p> <ul style="list-style-type: none"> • Proactively monitoring of vehicle performance and maintenance work • Minimise vehicle downtime <p>Dealer Support:</p> <ul style="list-style-type: none"> • Proactive dealer support 	N/A

Type of access to Hino-Connect	Subscribe – Active User	Enable – Passive User	Do not subscribe Do not enable
Our exclusive Active User benefits to you	<p>Using the secure Hino-Connect web portal, mobile application or Applicable Program Interface (API) you have access to real-time information and reporting 24 hours a day, 7 days a week, covering vehicle performance, driving characteristics, route planning and more, assisting to reduce fleet running costs while increasing safety. This includes, but is not limited to services that support you in actively managing and monitoring your vehicles and fleet in regard to:</p> <p>Tracking and Routing</p> <p>Know exactly where the trucks are during the course of their route; update clients on delivery of goods or service timings as required with:</p> <ul style="list-style-type: none"> • Live GPS tracking • Geo-fencing of operating areas and/or restricted areas • Vehicle trip information reports <p>Theft Avoidance</p> <p>Reduce downtime and disruption by mitigating the risk of vehicle theft 24 hours a day, 7 days a week.</p> <ul style="list-style-type: none"> • The vehicle is tracked at all times • Hino-Connect provides alerts when the vehicle leaves a designated area or geo-fence • Hino-Connect advises if the vehicle moves without the ignition being actuated 	N/A	N/A

Type of access to Hino-Connect	Subscribe – Active User	Enable – Passive User	Do not subscribe Do not enable
Our exclusive Active User benefits to you	<p>Safety</p> <p>The perfect complement to Hino's extensive list of on-board active and passive safety equipment, the Hino-Connect program can also deliver:</p> <ul style="list-style-type: none"> • Vehicle roll over alert • Impact alert <p>Vehicle Maintenance</p> <p>To assist in minimising vehicle downtime and to better schedule maintenance work, Hino-Connect provides data including the below, which is accessible via customisable and scheduled reports:</p> <ul style="list-style-type: none"> • Vehicle odometer and engine hours readings • Scheduled maintenance reporting • 'Tell-tale' activity reporting • Battery voltage level • Engine coolant, engine oil and transmission fluid alerts <p>Hino may proactively contact you if it identifies maintenance issues with your vehicle</p> <p>Vehicle Performance</p> <p>Gain a better understanding of your vehicles performance via customisable reports covering a variety of engine, vehicle, and driver parameters.</p>	N/A	N/A

Type of access to Hino-Connect	Subscribe – Active User	Enable – Passive User	Do not subscribe Do not enable
Our exclusive Active User benefits to you	Driver Monitoring Driving performance plays a major role in the fuel consumption and maintenance costs of a vehicle. Hino-Connect will identify driving style issues and allow these to be corrected through additional training. The system can provide: <ul style="list-style-type: none"> • A variety of alerts, such as for harsh braking, harsh acceleration, speeding, over revving and over idling. • A number of productivity reports and vehicle and driver score cards. Applicable Program Interface (API) For transport companies and fleet operators using their own telemetry programs, Hino-Connect can be integrated via the Applicable Program Interface (API), allowing easy integration into their current portal.	N/A	N/A

Type of access to Hino-Connect	Subscribe – Active User	Enable – Passive User	Do not subscribe Do not enable
How we share and use your data	<p>Services relating to your Vehicle:</p> <p>We may access and use your data to check or maintain the Hino-Connect Services and to monitor your vehicle's health and performance. This allows us to maximize your vehicle's in service time and ensure optimal performance. This includes service and maintenance scheduling, battery monitoring and reporting and remote fault code detection.</p> <p>We may provide you with Service-Due reminders, stolen asset localisation, Hino case managed fault codes.</p> <p>Case Managed Fault Codes:</p> <p>We may access and use your data to check or maintain the Hino-Connect Services and to monitor your vehicle's health and performance. This allows us to maximize your vehicle's in service time and ensure optimal performance.</p> <p>Dealer Support:</p> <p>We may share Machine Data with our dealers so that they can support you and service your vehicles, unless you explicitly restrict access to such dealers.</p>	<p>Services relating to your Vehicle:</p> <p>We may access and use your data to check or maintain the Hino-Connect Services and to monitor your vehicle's health and performance. This allows us to maximize your vehicle's in service time and ensure optimal performance. This includes service and maintenance scheduling, battery monitoring and reporting and remote fault code detection.</p> <p>We may provide you with Service-Due reminders, stolen asset localisation, Hino case managed fault codes.</p> <p>Case Managed Fault Codes:</p> <p>We may access and use your data to check or maintain the Hino-Connect Services and to monitor your vehicle's health and performance. This allows us to maximize your vehicle's up time and ensure optimal performance.</p> <p>Dealer Support:</p> <p>We may share Machine Data with our dealers so that they can support you and service your vehicles, unless you explicitly restrict access to such dealers.</p>	N/A

Type of access to Hino-Connect	Subscribe – Active User	Enable – Passive User	Do not subscribe Do not enable
How we share and use your data	<p>Product and Service Improvement:</p> <p>We may access and use your data to develop, maintain and improve our products and services, including the Hino-Connect Services and our vehicles, and for the development of new products, technologies and services. For example, we may use your data to inform our product support or warranty services activities.</p> <p>We may aggregate, compile or derive data collected in connection with the Hino-Connect Services such that a specific user or vehicle is no longer identifiable (Derived Data). Derived Data is proprietary to Hino.</p> <p>We are free to use and disclose the Derived Data, and we may promote information and services related to such Derived Data.</p> <p>Comply with Law:</p> <p>We may use and share your data to comply with laws, regulations, court orders and subpoenas or similar requests for information by authorities, or as otherwise required by law. Please review our Hino-Connect Privacy Policy for additional details.</p>	<p>Product and Service Improvement:</p> <p>We may access and use your data to develop, maintain and improve our products and services, including the Hino-Connect Services and our vehicles, and for the development of new products, technologies and services. For example, we may use your data to inform our product support or warranty services activities.</p> <p>We may aggregate, compile or derive data collected in connection with the Hino-Connect Services such that a specific user or vehicle is no longer identifiable (Derived Data). Derived Data is proprietary to Hino.</p> <p>We are free to use and disclose the Derived Data, and we may promote information and services related to such Derived Data.</p> <p>Comply with Law:</p> <p>We may use and share your data to comply with laws, regulations, court orders and subpoenas or similar requests for information by authorities, or as otherwise required by law. Please review our Hino-Connect Privacy Policy for additional details.</p>	N/A

Type of access to Hino-Connect	Subscribe – Active User	Enable – Passive User	Do not subscribe Do not enable
How you control your data	<p>Sharing:</p> <p>You control who has access to your data. You can control the access third parties have to your data with the Hino API.</p> <p>We will only share your Utilization Data with third parties to provide you the services which Hino offers and you choose to take. You can restrict our access to your Utilization Data and to your Machine Data by cancelling the Hino-Connect Service.</p> <p>Given that you control your data and who has access to it, we will not sell your data to third parties. We do not do anything else with your data without notifying you first and giving you the opportunity to opt out.</p> <p>Exporting:</p> <p>You may download or export your Utilization Data and some Machine Data from the Hino-Connect web portal while you have an active Hino-Connect subscription.</p> <p>Deleting and Updating:</p> <p>You may request us to delete or update your data and personal information available in your account, or request us to cancel your Hino-Connect Service.</p> <p>Additionally, you have the opportunity to update your personal information via the Hino-Connect web portal.</p>	<p>Sharing:</p> <p>You control who has access to your data. You can control the access third parties have to your data.</p> <p>We will only share your Utilization Data with third parties to provide you the services which Hino offers and you choose to take. You can restrict our access to your Utilization Data and to your Machine Data by contacting the Hino Care Centre, details below.</p> <p>Given that you control your data and who has access to it, we will not sell your data to third parties. We do not do anything else with your data without notifying you first and giving you the opportunity to opt out.</p> <p>Exporting: N/A</p> <p>Deleting and Updating:</p> <p>You may request us to delete or update your data and personal information available in your account, or request us to cease you being a Passive User of the Hino-Connect Service.</p>	N/A

Type of access to Hino-Connect	Subscribe – Active User	Enable – Passive User	Do not subscribe Do not enable
How you control your data	<p>Hino Care Centre: For any questions regarding your data or if you require support in controlling your data, please don't hesitate to contact the Hino Care Centre</p> <p>For our Australian customers</p> <p>https://www.hino.com.au/hino-connect/</p> <p>Ph: 1300 01 HINO</p> <p>Email: hino-connect@hino.com.au</p>	<p>Hino Care Centre: For any questions regarding your data or if you require support in controlling your data, please don't hesitate to contact the Hino Care Centre</p> <p>For our Australian customers</p> <p>https://www.hino.com.au/hino-connect/</p> <p>Ph: 1300 01 HINO</p> <p>Email: hino-connect@hino.com.au</p>	N/A