

## **Terms of Service:**

### **TERMS AND CONDITIONS OF USE**

Please read carefully the following terms and conditions of use, which apply to all users login using a Toyota ID at any Toyota platform such as, but not limited to, Toyota Mobile App, Toyota Website and Toyota Online Store (collectively referred herein as the "Application"). By using this Application, you agree to abide by and be bound by these terms and conditions and the general rules of conduct implemented by Toyota Motor Philippines (TMP). If you do not agree to the terms and conditions below, do not access this Application, or any pages thereof.

This Application is an information and transactional Application intended for the customers of TMP (Toyota Motor Philippines). The information contained on the Application is strictly for informative purposes and does not entail any legal commitment or contractual agreement on the part of TMP (Toyota Motor Philippines).

### **MODIFICATION OF THE TERMS OF USE**

TMP (Toyota Motor Philippines) may amend this Terms of Use at any time in its sole discretion. Any amendments or modifications to this Terms of Use shall be posted in this Application. It is your duty and responsibility to keep yourself informed of such amendments. Further, your use of the Application after the effective date of any such amendments constitute your agreement to comply and be bound by such amendments, including but not limited to the charges or fees associated with the use of the Application, if any.

### **NO UNLAWFUL OR PROHIBITED USE**

You acknowledge that by using the Application, you will have access to, among others, videos, graphics, news, articles, photographs, sound effects, music, animation-style video and text (collectively, the "Content"). You agree that you will not use any Content other than in connection with the use of the Application and for its intended purpose only. You acknowledge that you do not have the right to copy, create, publish, distribute, create derivative works from or use any Content except as expressly permitted under this Terms of Use or by TMP (Toyota Motor Philippines).

As a condition of your use of the Application, you warrant to TMP (Toyota Motor Philippines) that you will not use the Application, or any of its components, for any purpose that is unlawful or prohibited by these terms, conditions, and notices. You may not use the Application in any manner which could damage, disable, overburden, or impair the Application or interfere with any other party's use of the Application. You may not sell or auction any accounts, characters, items or copyrighted material in or from the Application. You may not obtain or attempt to obtain any materials or information through any means not intentionally made available or provided for through the Application.

### **TERMS AND CONDITIONS**

The following definitions apply:

**Consumer or User:** the natural person or legal entity, such as but not limited to: individuals; partnerships; or corporations, whether or not in a represented capacity, as the user of the Application. The consumer represents and warrants that:

- A. For individual consumers/users:
  - a. Registering under his/her own name and the information provided is correct and accurate.
  - b. Consumers/users may not authorize, assign or otherwise transfer its user identification, mobile number and email to any person or entity.
- B. For partnerships, organizations, entities or corporations:
  - a. The consumer/user is authorized to act on behalf of the partnership, organization, entity or company.

## **MEMBERSHIP TERMS AND CONDITIONS**

The Application MEMBERSHIP AGREEMENT or "Agreement" forms a legal agreement between Toyota Motor Philippines Corporation and:

- The Consumer/User, in the consumer/user's personal capacity, in relation to:
  - The creation and administration of the consumer/user's account; and
  - Access to and use of the Services in the consumer/user's personal capacity; and
- The company or other entity on whose behalf the consumer/user are authorized to act ("Consumer/User's Organization"), in relation to the consumer/user's Organization's access and use of any Services, in each case ("The Consumer/User")

The Consumer/User acknowledges that he/she has read, understood and agree to be bound by and comply with the terms of this Agreement. Please ensure that you have carefully read this Agreement, including any other documents incorporated by reference, including Application's Terms of Use, Legal Information and Privacy Policy, prior to using the Application. If you do not agree to this Agreement, you may not register for membership or access or use any Services.

The Consumer/User may not enter into this Agreement or sign-up for a membership unless the consumer/user is eighteen years old and above.

## **RESPONSIBILITY FOR TOYOTA ID**

The Toyota ID is not transferrable to any other person or entity. The Consumer/User is responsible for maintaining the confidentiality and security of the password and for all uses of his/her Toyota ID. The Consumer/User agrees to:

- a. Provide true, accurate, current and complete information about himself/herself as prompted by the applicable registration forms; and promptly update this information as required to keep it true, accurate, current and complete.
- b. Immediately notify Application of any unauthorized use of your password or of your Toyota ID or any other related breach of security and ensure that you log out from the Services at the end of each session where such capability is provided to you.

The Consumer/User acknowledges and agrees that Application is not liable for any loss or damage whatsoever arising from the consumer/user's use of his/her Toyota ID or his/her failure to comply with the foregoing.

### **TERMINATING YOUR TOYOTA ID**

The Consumer/User may terminate his/her Toyota ID by submitting a termination request to Application at any time.

Termination of Toyota ID. Subject to any terms as may be provided by Application Services, Application may terminate, in its sole discretion, without resort to summons, administrative hearings or initiating court proceedings, terminate or suspend your Toyota ID for any reason whatsoever, including but not limited to:

- breaches or violations of this Agreement or other agreements or guidelines incorporated herein;
- requested by law enforcement or other government agencies;
- unexpected technical or security issues or problems;
- extended periods of inactivity
- engagement by the consumer/user in fraudulent, unlawful or illegal activities

### **EFFECT OF TERMINATION**

Termination of your Toyota ID will result in deletion of your password and termination or suspension of your Toyota ID will result in restricting, limiting, suspending or barring of further or continued use of all or part of the Service. The Consumer/User agrees that TMP (Toyota Motor Philippines) shall not be liable to the Consumer/User or any third party for any termination or suspension of your TOYOTA ID, or any restriction, suspension or barring of further or continued use of all or part of the Service.

### **INFORMATION AND SECURITY**

Confidentiality of correspondence is not guaranteed outside the network of TMP (Toyota Motor Philippines). It is the consumer/user's responsibility to take all appropriate steps to protect any data against viruses/phishing attempts outside of TMP (Toyota Motor Philippines) network.

### **COOKIES**

Consumers/Users of the Application are notified that information may be temporarily stored in the computer's hard disk more commonly known as "cookies". Cookies provide a way for the Application to recognize the Consumer/User and keep track of the Consumer/User's preferences. It is possible for the Consumer/User to refuse cookies by clicking on certain preferences. In this case, certain functions of the Application may not be accessible.

### **INTELLECTUAL PROPERTY**

This Application is seen as an inseparable whole. Complete or any partial

reproduction/representation of any page/s, data constituting the Application, by any process and on any support, is prohibited and constitutes, without the publisher's permission, an infringement of copyright. Toyota Motor Corporation (TMC) and Toyota Motor Philippines (TMP) own all brand names, logos and business processes featured on the Application.