

Rolls-Royce Assist Subscriber Agreement Contract



PLEASE FOLLOW THESE THREE STEPS

Step 1. After client signs both copies, fax to (888) 226-9492 or email to customercare@rolls-royceassist.com **only** if data transmission fails.
Step 2. Give the client a signed Agreement. Place 2nd copy in file.
Step 3. Make an Acquaintance Call in the vehicle with the client by pushing the SOS button.

For questions, please call
 Rolls-Royce Assist at
1-800-803-4658

PRIMARY SUBSCRIBER INFORMATION (Required)				ADDITIONAL DRIVER INFORMATION (If applicable)			
Title	First Name	M.I.		Title	First Name	M.I.	
Last Name		Suffix		Last Name		Suffix	
Company Name (if company vehicle)							
Address				Address			
City	State/Province	ZIP		City	State/Province	ZIP	
Home Phone				Home Phone			
Business Phone				Business Phone			
Mobile Phone				Mobile Phone			
E-Mail Address				E-Mail Address			
Password Required (e.g. Mother's Maiden Name)				Password Required (e.g. Mother's Maiden Name)			
VEHICLE INFORMATION (Required, unless otherwise stated)							
Make	Model	Model Year	Vehicle Color (Optional)			Vehicle Identification Number (VIN)	
ROLLS-ROYCE MOTOR CARS DEALER INFORMATION (Required)							
Rolls-Royce Motor Cars Dealer		Dealer Code	Personal Assistant			Phone Number	
TERMS OF SERVICE	OWNERSHIP TYPE			CREDIT CARD INFORMATION			
Rolls-Royce Motor Cars of North America, LLC will pay the subscription fee for the Rolls-Royce Assist Services described in Section 6 of this Agreement as well as all taxes and other charges described in Section 8 of this Agreement. During this period, you will be responsible for other costs and charges payable under this Agreement including without limitation any and all amounts payable under Section 16.							
SUBSCRIBER'S SIGNATURE (Required)							
I HAVE CAREFULLY READ THIS AGREEMENT AND AGREE TO THE TERMS AND CONDITIONS, INCLUDING THE LIMITATIONS OF LIABILITY AND PRIVACY TERMS. I AGREE THAT THE AGREEMENT MAY BE SIGNED, DELIVERED AND RETAINED IN ELECTRONIC FORM. I ALSO ACKNOWLEDGE THAT ROLLS-ROYCE MOTOR CARS NA RESERVES THE RIGHT TO MODIFY THE TERMS AND CONDITIONS AT ANY TIME AND THAT MY CONTINUED USE OF THE ROLLS-ROYCE ASSIST SERVICES AFTER BEING SO NOTIFIED (INCLUDING VIA ITS WEBSITE) SHALL CONSTITUTE MY ACCEPTANCE OF THE MODIFIED TERMS AND CONDITIONS.							
Signature _____				Date _____			
SEE FOLLOWING PAGES FOR TERMS AND CONDITIONS							
Automatic Collision Notification: In the event of a severe accident, your in-vehicle hardware will transmit your vehicle's location and crash information to the Rolls-Royce Assist Response Center. A qualified representative will then speak to you to determine if you are okay. If you are unable to respond, we will request dispatch of emergency services to your location. Emergency Assistance: You may also manually request police, fire, and/or medical emergency services by activating the "Emergency" button on your on-board monitor (under main menu selection "Emergency"), or by pressing the SOS button. Your in-vehicle hardware will then transmit your location and relevant vehicle information to the Rolls-Royce Assist Response Center. A qualified representative will contact you and request dispatch of emergency services to your location, notify your emergency contacts, and link Rolls-Royce Motor Cars Roadside Assistance, as you need and request. Roadside Assistance: If you experience a flat tire, run out of gas, or have a vehicle malfunction, the SOS button connects you with our Response Center. Your Rolls-Royce Assist system will transmit your location and relevant vehicle information, so we can quickly and accurately dispatch help. Concierge: Press the SOS button or select "Concierge" on your display on certain Rolls-Royce models. A Rolls-Royce Assist Concierge is ready to help you, 24 hours a day, 7 days a week with hotel and restaurant recommendations, and can even send your desired destination and its phone number to your vehicle for route guidance or to make a call. Door Unlock: Call Rolls-Royce Assist Customer Care at (800) 803-4658 to request the driver's door to be unlocked. Primary and/or secondary subscribers must provide identity verification, e.g., their Rolls-Royce Assist pass code. Available on 2007 and later models. Stolen Vehicle Recovery: If your Rolls-Royce motor car is ever stolen; the Rolls-Royce Assist Response Center can attempt to locate your vehicle and work with local police to recover it. Call toll free (800) 803-4658 and provide your filed police report number and your Rolls-Royce Assist pass code to start this process. Available on 2007 and later models.							

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Title	First Name	M.I.		Title	First Name	M.I.	
Last Name		Suffix		Last Name		Suffix	
Company Name (if company vehicle)							
Address				Address			
City	State/Province	ZIP		City	State/Province	ZIP	
Home Phone				Home Phone			
Business Phone				Business Phone			
Mobile Phone				Mobile Phone			
E-Mail Address				E-Mail Address			
Password Required (e.g. Mother's Maiden Name)				Password Required (e.g. Mother's Maiden Name)			
VEHICLE INFORMATION (Required, unless otherwise stated)							
Make	Model	Model Year	Vehicle Color (Optional)			Vehicle Identification Number (VIN)	
ROLLS-ROYCE MOTOR CARS DEALER INFORMATION (Required)							
Rolls-Royce Motor Cars Dealer		Dealer Code	Personal Assistant			Phone Number	
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This is a legal agreement between the subscriber ("you"), and Rolls-Royce Motor Cars NA, LLC ("Rolls-Royce Motor Cars"), governing the provision of Rolls-Royce Assist Services to your vehicle. Whether or not you have signed this agreement, by activating and using Rolls-Royce Assist Services, you accept and agree to be bound by the terms and conditions of this agreement.

TERMS AND CONDITIONS

1. Rolls-Royce Assist Services. Rolls-Royce Motor Cars will provide, through its authorized service providers, emergency call, remote services, concierge and infotainment services offered in the applicable Service Plans ("Rolls-Royce Assist Services"). A description of the Rolls-Royce Assist Services appears in your vehicle's owner's manual and provided by the Rolls-Royce Assist Response Center upon request. RRMC reserves the right, without prior notice (including on its website), to add, change or delete services included in the Rolls-Royce Assist Service Plan. RRMC may also withhold Services, or may use the Services to locate the vehicle, as RRMC deems reasonable in accordance with the terms and conditions hereunder. You agree that RRMC, through its authorized service providers, may contact you at the telephone number(s) or email that you provide, regarding matters related to your Rolls-Royce Assist Service, including the use of an automatic telephone dialing system or a prerecorded voice. You also agree to notify RRMC promptly if your telephone number(s) change.

2. Wireless Services. Rolls-Royce Assist Services use commercial mobile wireless services purchased from one or more third party providers (the "Underlying Wireless Carrier"). This agreement does not give you any rights against the Underlying Wireless Carrier selected for the Rolls-Royce Assist Services. The Underlying Wireless Carrier is, however, an intended third party beneficiary of the protections of this agreement.

3. Service Limitations. The Rolls-Royce Assist Services are provided by Rolls-Royce Motor Cars using an embedded telematics device installed in your vehicle (the "telematics control unit"), which receives global positioning satellite (GPS) signals and communicates with the response center via wireless and landline communications networks. The telematics control unit is not intended to place or receive personal calls and may only place calls to our service providers as permitted under this agreement. The availability and use of Rolls-Royce Assist Services are subject to many limitations, including the following: (a) Services are available only if you have completed the Rolls-Royce Assist subscriber agreement and the Rolls-Royce Assist Response Center has received the agreement; (b) Services are available only if your vehicle ignition is on except for Stolen Vehicle Recovery and Door Unlock), and your vehicle battery is charged and connected; (c) Services are available only within the 50 United States, Canada and Puerto Rico, (d) Services are available only when your vehicle's telematics control unit is in range of a transmission site of the Underlying Wireless Carrier, or a transmission site of another company that has agreed to carry its calls, and there is sufficient network capacity at that moment; (e) Services will not be available if the wireless network requires the use of PIN codes; (f) Services may be impaired by landline and wireless communications problems caused by atmospheric or topographical conditions, busy cells, capacity limitations, equipment problems, equipment maintenance, and other factors and conditions; (g) There are places, particularly in remote areas, with no service at all from the Underlying Wireless Carrier; (h) Services may be affected by inherent limitations of your vehicle's electrical system and architecture, or if any of the components of your vehicle's telematics control unit have been damaged or are defective; (i) Services are not available if the GPS system is not working (map CD or DVD may be required) or the signals are obstructed; (j) Certain programming limitations of the GPS system may impair our ability to determine your vehicle's precise location; (k) Services may be limited to geographic areas where map data and emergency (911) contact information is available in our databases, which may be less than that which is otherwise generally available; and (l) Services may be limited based on the information provided from third party service providers; and (m) your vehicle's telematics control unit uses digital cellular telephone signals. If the Underlying Wireless Carrier or RRMC terminates or restricts digital service, the Rolls-Royce Assist Services may not be available.

4. Terminating or Transferring Rolls-Royce Assist Services. You or a subsequent owner of your vehicle may terminate your account for Rolls-Royce Assist Services to your vehicle via email or upon written notice to Rolls-Royce Motor Cars at the address referenced in paragraph 21 below. If you sell your vehicle during the initial Service period Rolls-Royce Assist E-Call and Teleservice will transfer to the new owner. If you have prepaid for optional services and sell your vehicle or decide to cancel your service, you may apply for a pro-rated refund. You may not transfer the prepayment to a new owner of your vehicle. If you sell your vehicle or would like to terminate your account, please cancel your service by notifying Rolls-Royce Assist Customer Care at (800) 803-4658.

5. Your Duties. You agree to: (a) be fully responsible for the protection of your password; (b) use the emergency and roadside Rolls-Royce Assist Services only for actual emergencies and roadside assistance needs; (c) follow the instructions for use of your vehicle's telematics control unit and the Rolls-Royce Assist Services; (d) accurately furnish all contact and other information requested by RRMC and notify Rolls-Royce Motor Cars immediately of any change in the information or in the ownership of your vehicle; (e) accurately and truthfully report information to Rolls-Royce Motor Cars (e.g., when using eCall or Stolen Vehicle Tracking services); (f) properly maintain your vehicle and the telematics control unit; (g) not use the Rolls-Royce Assist Services in violation of any laws or for any unlawful or abusive purpose; (h) not use the Rolls-Royce Assist Services in any manner unintended by RRMC, the service providers, or the Underlying Wireless Carrier; (i) not use the Rolls-Royce Assist Services in any manner that could harm RRMC, its service providers, the Underlying Wireless Carrier or any other person; (j) use the map routing and traffic information, concierge and all other content included in the Rolls-Royce Assist Services only for your own personal use and not resell, retransmit or modify the information and content; and (k) comply with any other reasonable requirements or restrictions requested or imposed by RRMC or the Underlying Wireless Carrier.

6. Service Duration and Waiver of Services. The initial term of this agreement is specified by the type of Rolls-Royce motor car that you purchase. For all models with the exception of the Phantom family of vehicles, RRMC will pay the subscription fee for the Rolls-Royce Assist Services as described at the top of page 2 of this Agreement as well as all taxes and other charges described in Section eight (8) of this Agreement for you for four years after the original date of retail or first use. Additional years of service may be available at your expense. Please contact Customer Care (contact information below) for details and cost. You may cancel service either by sending a written cancellation notice to the Rolls-Royce Assist Response Center at P.O. Box 100035 Fort Lauderdale, FL 33310, Attn: Rolls-Royce Assist Customer Care or by calling Rolls-Royce Assist Customer Care at (800) 803-4658. You will need your password to cancel service. If an extension of this service is available to you, we will send written notice to you at least 45 days before the beginning of any renewal term. If you elect not to renew this agreement, you will not have access to any of the Rolls-Royce Assist Services.

For the 2013 and later model year Phantom family of vehicles, Rolls-Royce Motor Cars NA, LLC will pay the subscription fee for the Rolls-Royce Motor Cars Assist Services as described at the top of page 2 of this Agreement as well as all taxes and other charges described in Section eight (8) of this Agreement for you for a maximum of four (4) years after the original date of retail or first use. During this period, you will be responsible for other costs and charges payable under this Agreement including without limitation any and all amounts payable under Section 16.

7. Subscription Fee. Any applicable subscription fees are payable in advance of the service term. The subscription fee is refundable as described in section four (4) of the terms and conditions of this agreement. By providing your credit card information, you authorize our service provider, on behalf of Rolls-Royce Motor Cars, to charge your account for all fees, taxes and other amounts due under this agreement.

8. Taxes and Other Charges. You are responsible for and agree to pay all sales and telecommunications taxes, and all other taxes, fees and charges imposed on you, Rolls-Royce Motor Cars, the service provider, the Underlying Wireless Carrier or the telematics control unit manufacturer, in connection with the purchase and installation of the telematics control unit and the provision and use of the Rolls-Royce Assist Services. The taxes, fees and charges will be added to your bill.

2. Modification to Agreement or Services. RRMC may modify these Terms or Rolls-Royce Assist Services by giving you notice (including on its website) or by asking you to read and accept a new version of the Terms. If you do not agree with any modification, then you may not use the Rolls-Royce Assist Services. Your continued access or use of the Rolls-Royce Assist Services after our notice (including on our website) indicates your acceptance to the modified Terms. RRMC may, in its sole discretion, change, or terminate the Rolls-Royce Assist Services with prior notice to you (including on its website), including, without limitation, as a result of changes in laws, wireless carrier, or technological changes. You shall frequently monitor our websites, including www.rolls-roycemotorcarsna.com or a website that replaces that website, for modifications to the Rolls-Royce Assist Services or the agreement.

10. Termination or Modification for Excessive Use. If RRMC determines that your usage of the Rolls-Royce Assist Services is so excessive that it interferes or could interfere with RRMC's ability to provide timely, high-quality Rolls-Royce Assist services to its other subscribers or if RRMC determines that your usage constitutes a nuisance or is otherwise not consistent with the terms of this agreement, RRMC may, at its discretion, suspend, modify or terminate the Rolls-Royce Assist Services provided to you without advance notice. For purposes of this section, excessive use is defined as more than 100 uses in a given month. These rights are in addition to those in the "Default and Termination" section twelve (12) below.

11. Responsibility in Emergency Situations. When our service provider receives an emergency signal from your vehicle, our service provider will attempt to determine if an emergency exists. If so deemed, the service provider will attempt to contact you and the appropriate public safety access point ("PSAP") to request assistance and may also attempt to call one of your third party emergency contacts. By providing emergency contact information for those individuals you select as emergency contacts, you are obtaining authorization for Rolls-Royce Motor Cars NA, LLC to contact these individuals for the purpose of being called if such an emergency exists. Neither RRMC nor its service provider guarantee that the service provider will actually receive an emergency signal or call from your vehicle or that the service provider will successfully contact the appropriate emergency agency or your third party emergency contacts if it does receive an emergency signal or call, or that emergency personnel will respond to the call or locate your vehicle. Neither RRMC, its service provider nor the Underlying Wireless Carrier is responsible for any failure or delay of a PSAP in responding to an emergency or for the quality of service delivered, whether the failure is the fault of RRMC, the service provider, the Underlying Wireless Carrier or any other third party service provider. You release RRMC, the service provider, the Underlying Wireless Carrier and any other third party service providers from all liabilities and losses (including physical injury or death) that you or others may suffer in an emergency situation.

12. Default and Termination. If you fail to timely pay any amount due under this agreement, RRMC may terminate this agreement upon 10 days written notice to you. If RRMC determines that you have violated the terms and conditions of this agreement and such breach impacts RRMC's, the Underlying Wireless Carrier's or any other service provider's ability to service its other customers, RRMC may suspend or terminate this agreement without notice as determined by RRMC in its sole discretion. If you breach any other term of this agreement, RRMC may terminate this agreement upon 30 days written notice to you. These rights are in addition to any others RRMC may have. If RRMC brings an action to enforce its rights against you, you agree to pay all reasonable costs of enforcement, including attorneys' fees. IF RRMC TERMINATES THIS AGREEMENT, YOU WILL NOT BE ABLE TO ACCESS THE ROLLS-ROYCE ASSIST SERVICES, AND YOU WILL NOT BE ENTITLED TO A REFUND OR CREDIT.

13. Force Majeure. RRMC and its service providers will not be responsible for the failure to provide Rolls-Royce Assist Services to you if caused by any of the following: any act or omission of the Underlying Wireless Carrier or any other wireless carrier (including interruption of wireless service), or any emergency agency or any other third-party service provider or product provider; equipment failures or shortages; damage to the response center, any land or wireless communications networks or the GPS system; acts of nature, acts of God, labor strikes or war; or any other act or event that is outside of the reasonable control of RRMC and its service providers. UNDER ANY OF THESE CIRCUMSTANCES, RRMC MAY AT ITS OPTION SUSPEND OR TERMINATE ALL OR SOME OF THE ROLLS-ROYCE ASSIST SERVICES OR TERMINATE THIS AGREEMENT WITHOUT PRIOR NOTICE TO YOU AND WITHOUT ANY LIABILITY. MOREOVER YOU WILL NOT BE ENTITLED TO A REFUND OR CREDIT.

14. Third Party Beneficiaries. The following parties are considered intended third party beneficiaries under this agreement: RRMC affiliates; the service providers and their affiliates, RRMC dealers and their affiliates, the Underlying Wireless Carrier and its affiliates, and any other third party service and product providers involved in delivering the Services (for example, providers of map data, traffic and routing information, concierge and other content). The disclaimer of warranties, limitations of liability, and other protections of this agreement extend to these third party beneficiaries. To the extent any of these third party beneficiaries impose further terms and conditions on providing services (for example, the end user terms covering navigation and location data), by using the Rolls-Royce Assist Services, you also agree to be bound by those additional terms and conditions. A copy of any additional terms and conditions can be obtained upon request at customercare@rolls-royceassist.com or by telephone at (800)803-4658.

15. Disclaimer of Warranties. Your vehicle's limited warranty includes the telematics control unit in your vehicle, but does not cover the Rolls-Royce Assist Services or the wireless service. YOUR USE OF THE ROLLS-ROYCE ASSIST SERVICES, THE WIRELESS SERVICE IS AT YOUR OWN RISK. NEITHER RRMC, THE SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER, NOR ANY OTHER THIRD PARTY BENEFICIARY EXERCISE ANY CONTROL OVER OR HAS RESPONSIBILITY WHATSOEVER FOR THE CONTENT OR INFORMATION TRANSMITTED OR ACCESSIBLE THROUGH THE ROLLS-ROYCE ASSIST SERVICES. THE UNDERLYING WIRELESS CARRIER'S WIRELESS SERVICE, INCLUDING ANY WARRANTY OF THE WIRELESS SERVICE, AND RRMC, THE SERVICE PROVIDERS, CARRIER, AND ANY OTHER THIRD PARTY BENEFICIARY EXPRESSLY DISCLAIM ANY RESPONSIBILITY FOR SUCH CONTENT AND INFORMATION, THE ROLLS-ROYCE ASSIST SERVICES, THE WIRELESS SERVICE AND ANY AND ALL RELATED CONTENT AND MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, AVAILABILITY OF THE ROLLS-ROYCE ASSIST SERVICES AND/OR QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE UNDERLYING WIRELESS CARRIER'S WIRELESS SERVICE ARE EXPRESSLY DISCLAIMED. NEITHER RRMC, THE SERVICE PROVIDERS, CARRIER, NOR ANY OTHER THIRD PARTY BENEFICIARY REPRESENT OR WARRANT THAT THE SERVICE WILL MEET YOUR REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT LOSS OF CONTENT, DATA OR INFORMATION. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT TRANSMISSIONS RELATED TO THE ROLLS-ROYCE ASSIST SERVICES AND/OR OVER THE WIRELESS SERVICE MAY NOT BE SECURE. YOU FURTHER ACKNOWLEDGE AND

AGREE THAT ANY DATA, MATERIAL OR INFORMATION OF ANY KIND WHATSOEVER UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE ROLLS-ROYCE ASSIST SERVICES AND THE WIRELESS SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ANY LOSS OF SUCH DATA, MATERIAL OR INFORMATION DURING, OR THAT RESULTS FROM, YOUR USE OF THE ROLLS-ROYCE ASSIST SERVICES AND/OR WIRELESS SERVICE INCLUDING, BUT NOT LIMITED TO, YOUR SENDING OR RECEIVING, OR UPLOADING OR DOWNLOADING, OR ATTEMPTS TO DO SAME, OF SUCH DATA, MATERIAL OR INFORMATION. NEITHER RRMCM, THE SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER, NOR ANY OTHER THIRD PARTY BENEFICIARY SHALL BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE ROLLS-ROYCE ASSIST SERVICES OR THE WIRELESS SERVICE, INCLUDING THE INABILITY TO REACH 911 OR OTHER EMERGENCY SERVICES OR ANY FAILURE OR FAULT RELATING TO EQUIPMENT OR SERVICES PROVIDED TO YOU.

16. Limitations of Liability.

a. The Rolls-Royce Assist Services are provided to you merely as a convenience and are not intended as a substitute for insurance. The amount of fees for Rolls-Royce Assist Services are not related to the value of your vehicle or its contents or to the potential cost of any injury or loss suffered by you or anyone else. You should obtain and maintain adequate insurance covering such injuries and losses. YOU AGREE TO RELEASE RRMCM, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER AND ALL OTHER THIRD PARTY BENEFICIARIES FROM ANY AND ALL CLAIMS, LIABILITIES AND LOSSES IN CONNECTION WITH THE ROLLS-ROYCE ASSIST SERVICES, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE ARISING FROM THE TOTAL OR PARTIAL FAILURE OF PERFORMANCE OF THE ROLLS-ROYCE ASSIST SERVICES, EVEN IF CAUSED BY THE NEGLIGENCE OF RRMCM, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER, ANY THIRD PARTY BENEFICIARY, OR THE ERRORS OR MALFUNCTION OF THE ROLLS-ROYCE ASSIST UNIT. YOU AGREE TO INDEMNIFY RRMCM, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER, AND ALL OTHER THIRD PARTY BENEFICIARIES AGAINST ALL SUCH CLAIMS, LIABILITIES AND LOSSES BROUGHT BY THIRD PARTIES. YOU FURTHER AGREE THAT THIS RELEASE EXTENDS TO ANY PARTY CLAIMING UNDER YOU AND THAT YOUR INSURANCE COMPANY WILL HAVE ANY RIGHT OF SUBROGATION. YOU ALSO AGREE TO INDEMNIFY RRMCM AND ITS SERVICE PROVIDERS AGAINST ALL CLAIMS, LIABILITIES AND LOSSES RELATED TO OR CAUSED IN WHOLE OR IN PART BY YOUR FAILURE TO NOTIFY US IF YOU CHANGE YOUR PHONE NUMBER, INCLUDING BUT NOT LIMITED TO ALL CLAIMS, EXPENSES, AND DAMAGES RELATED TO OR ARISING UNDER THE TELEPHONE CONSUMER PROTECTION ACT.

b. NEITHER RRMCM, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER NOR ANY THIRD PARTY BENEFICIARY WILL BE LIABLE TO YOU OR ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) IN CONNECTION WITH THE ROLLS-ROYCE ASSIST SERVICES OR THE ROLLS-ROYCE ASSIST UNIT, EVEN IF RRMCM, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER OR THE OTHER THIRD PARTY BENEFICIARY ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS APPLY TO ALL CLAIMS, INCLUDING, WITHOUT LIMITATION, CLAIMS IN CONTRACT AND TORT (SUCH AS NEGLIGENCE, PRODUCT LIABILITY AND STRICT LIABILITY). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THOSE PARTICULAR LIMITATIONS APPLY TO YOU ONLY TO THE EXTENT PERMITTED BY LAW.

c. IF RRMCM, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER OR ANY OTHER THIRD PARTY BENEFICIARY IS FOUND LIABLE TO YOU FOR ANY REASON, YOU AGREE THAT THE AGGREGATE LIABILITY OF ALL THESE PARTIES TO YOU FOR ANY CLAIM IS LIMITED TO THE TOTAL AMOUNT PAID BY YOU FOR THE ROLLS-ROYCE ASSIST SERVICES DURING THE 12 MONTHS PRECEDING THE DATE YOUR CLAIM AROSE. YOU AGREE THAT NEITHER RRMCM, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER NOR ANY OTHER THIRD PARTY BENEFICIARY WOULD HAVE AGREED TO PROVIDE THE ROLLS-ROYCE ASSIST SERVICES TO YOU IF YOU DID NOT AGREE TO THIS LIMITATION. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF RRMCM, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER AND ANY OTHER THIRD PARTY BENEFICIARIES TO YOU, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. YOU MAY NOT BRING ANY CLAIM AGAINST RRMCM, ITS SERVICE PROVIDERS, THE UNDERLYING WIRELESS CARRIER OR ANY OTHER THIRD PARTY BENEFICIARY MORE THAN ONE YEAR AFTER THE CLAIM ARISES.

17. Arbitration.

a. Our customer service department is available to address any concerns you may have regarding the Rolls-Royce Assist Services. You may call us at (800) 803-4658 or e-mail us at customercare@rolls-royceassist.com, or send us regular mail at the address listed in Section 21 of this Agreement. Most matters are quickly resolved to our Customer's satisfaction.

b. ANY MATTER WE ARE UNABLE TO RESOLVE AND ANY CONTROVERSY, DISPUTE, OR CLAIM, WHETHER BASED ON CONTRACT, TORT, STATUTE, OR OTHER LEGAL OR EQUITABLE THEORY (INCLUDING BUT NOT LIMITED TO ANY CLAIM OF FRAUD, MISREPRESENTATION, OR FRAUDULENT INDUCEMENT) ARISING OUT OF OR RELATING TO THIS AGREEMENT, TO ANY BREACH HEREOF, OR TO ANY TORTIOUS, CONDUCT OCCURRING, WHETHER BY ACTION OR INACTION, IN THE PERFORMANCE OF OR FAILURE TO PERFORM ANY OBLIGATION HEREUNDER, YOU AGREE THAT THE MATTER SHALL BE SETTLED BY INDEPENDENT BINDING ARBITRATION INVOLVING A NEUTRAL ARBITRATOR AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS COMMERCIAL ARBITRATION RULES AND THE SUPPLEMENTARY PROCEDURES FOR CUSTOMER-RELATED DISPUTES, AS MODIFIED BY THIS AGREEMENT, EXCLUDING ANY RULES OR PROCEDURES GOVERNING OR PERMITTING CLASS ACTIONS. JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ARBITRATION IS NOT A COURT PROCEEDING. THE RULES OF ARBITRATION DIFFER FROM THE RULES OF COURT. THERE IS NO JUDGE AND JURY IN AN ARBITRATION PROCEEDING. NO ARBITRATOR HAS AUTHORITY TO AWARD RELIEF IN EXCESS OF WHAT THIS AGREEMENT PROVIDES. IN THE EVENT THE FOREGOING ARBITRATION REQUIREMENTS DO NOT APPLY, YOU WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY AND A JUDGE WILL DECIDE ANY AND ALL DISPUTES. NOTWITHSTANDING THE ABOVE, EITHER PARTY MAY SEEK FROM ANY COURT HAVING JURISDICTION HEREOF, ANY INTERIM, PROVISIONAL OR INJUNCTIVE RELIEF THAT MAY BE NECESSARY TO PROTECT THE RIGHTS OR PROPERTY OF ANY PARTY OR TO MAINTAIN THE STATUS QUO BEFORE, DURING OR AFTER THE PENDENCY OF THE ARBITRATION. THE INSTITUTION AND MAINTENANCE OF ANY JUDICIAL ACTION OR PROCEEDING FOR ANY SUCH INTERIM, PROVISIONAL OR INJUNCTIVE RELIEF SHALL NOT CONSTITUTE A WAIVER OF THE RIGHT OR OBLIGATION OF EITHER PARTY TO SUBMIT THE DISPUTE TO ARBITRATION.

c. ANY ARBITRATION WILL BE CONDUCTED BY THE PARTIES IN THEIR INDIVIDUAL CAPACITIES ONLY AND NOT AS A CLASS ACTION OR OTHER REPRESENTATIVE ACTION, AND THE PARTIES WAIVE THEIR RIGHT TO FILE A CLASS ACTION OR SEEK RELIEF ON A CLASS BASIS.

18. Privacy Terms.

- a. In conjunction with entering into a contract with RRMCM for the RRMCM Assist Services, RRMCM collects contact data (last name, first name, address, email address, etc.) and account data (for e.g. Payment method, etc). RRMCM may collect and retain an electronic or other record of your vehicle's description, status, control messages, precise location, direction of travel, service data such as, diagnostic trouble codes, tire pressure, service dates and condition, fuel and odometer readings and other telematics information; incident data, such as information about collisions, the direction from which your car was hit, which airbags have deployed and safety belt usage, information about anyone making a Rolls-Royce Assist call from your vehicle or under your account; and the date, time and duration of the call, information and recommendations provided to you during the call and any Rolls-Royce Assist response specialist notes written during a call; and other information. We may also record, monitor, or track your vehicle's location or other information when a) you or other occupants in your vehicle request Rolls-Royce Assist Services; b) your airbag deploys or a severe impact occurs; c) your vehicle is equipped to provide stolen vehicle recovery and you report your vehicle as stolen or d) as required or permitted by law. Your Rolls-Royce Motor Car may also be equipped with one or more sensing or diagnostic modules capable of automatically retrieving, recording, transmitting, or storing certain vehicle data, such as battery voltage and coolant temperature, and service requirements. We may also collect data from your vehicle as it relates to providing services, including, without limitation, dynamic traffic information (traffic jams, road hazards, parking spaces, etc.),

environmental information (local weather in your area) and user profile information (personalized news, email, infotainment providers, etc.).

- b. We use the information we collect from you or your vehicle to deliver the Rolls-Royce Assist Services to you, manage your Rolls-Royce Assist account, improve occupant and vehicle safety, prevent fraud or misuse of the Rolls-Royce Assist services, analysis and research purposes, improve your service experience at Rolls-Royce dealers, enhance your overall ownership experience, provide you with relevant in-car or in-app information, businesses, or locations, and other purposes.
- c. We may share certain information that we collect with our service providers, such as: the call centers, wireless carriers, roadside assistance, emergency, and concierge service providers, RPMC dealers, members of RPMC and other entities that assist with delivery of the Rolls-Royce Assist Services. We may also share information as necessary with third parties for analysis and research purposes. Service providers that we share information with, are contractually obligated to keep information we share with them confidential and use the information only as we specify. We may also disclose information to individuals designated by you to be contacted in an emergency. By providing emergency contact information for those individuals you select as emergency contacts, you are obtaining authorization for Rolls-Royce Motor Cars to contact these individuals for the purpose of being called if such an emergency exists. When required, we may release information, including location data, to comply with the law, in legal proceedings, to respond to subpoenas or court orders, in cooperation with law enforcement agencies, and to enforce the terms of this Agreement. We may also use your information as requested by you to provide you with our services, including providing you with the services you requested from service providers or third parties or providing your vehicle data to the third party or service provider that you requested to have access to your vehicle information. These service providers may include insurance carriers, insurance services providers, dealers, or others.
- d. For quality assurance or security purpose purposes, calls to service providers may be monitored and/or recorded. YOU CONSENT TO SUCH MONITORING AND RECORDING AND YOU RELEASE RPMC AND ITS SERVICE PROVIDERS, FROM ANY AND ALL CLAIMS, LIABILITIES AND LOSSES THAT MAY RESULT FROM ANY SUCH MONITORED AND/OR RECORDED CONVERSATIONS. When stolen vehicle recovery services is properly initiated, a Rolls-Royce Assist Response Specialist will attempt to determine the location of the vehicle without the occupant's knowledge, in order to assist in recovering the vehicle. YOU RELEASE RPMC AND ITS SERVICE PROVIDERS, INCLUDING THE UNDERLYING WIRELESS CARRIER, FROM ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE DISCLOSURE OF INFORMATION UNDER THOSE CIRCUMSTANCES.
- e. When using the Concierge Service, our concierge service provider may disclose information that you provide to them, to other third party service providers, in order to provide the products and services that you request. The Rolls-Royce Assist Privacy Policy will not apply to those providers.
- f. YOU CONSENT TO WIRELESS COMMUNICATION BEING CONDUCTED IN YOUR VEHICLE TO ENABLE OUR SERVICE PROVIDERS TO DELIVER THE ROLLS-ROYCE ASSIST SERVICES TO YOU AND OCCUPANTS IN YOUR VEHICLE. YOU ALSO CONSENT TO THE COLLECTION, USE AND DISCLOSURE OF INFORMATION AND RELEASE RPMC AND ITS SERVICE PROVIDERS FROM ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE COLLECTION, USE AND DISCLOSURE OF INFORMATION AS SPECIFIED HEREIN.
- g. The [Rolls-Royce Assist Privacy Policy](#) governs our use, disclosure and protection of the personal information that we collect about you. We may change the Rolls-Royce Assist Privacy Policy in accordance with its terms, including by posting a revised version on our website or a website that replaces that website. Access the current Policy at www.rolls-roycemotorcarsna.com or request a copy via e-mail from customercare@rolls-royceassist.com, or by calling Rolls-Royce Assist Customer Care, toll free at (800) 803-4658. Comments or inquiries about our Privacy Policy should be directed to RPMC Customer Relations and Services at (877) 877-3735, prompt "Customer Service Vehicle" or by e-mail at customer.relations@rolls-roycemotorcarsna.com.
- h. You may access, correct, or delete the information you provided upon activation of the Rolls-Royce Assist Services at any time by calling (800) 803-4658, by sending an email to customercare@rolls-royceassist.com or by writing to Rolls-Royce Motor Cars of North America, LLC, Customer Relations and Services, P.O. Box 1227, Westwood, NJ 07675-122718.

19. Export Compliance. You will comply worldwide with all laws and regulations applicable to the Rolls-Royce Assist Services. You may not use, export, re-export, import, sell or transfer any aspect of the Rolls-Royce Assist Services except as authorized by United States law and any other applicable laws and regulations. In particular, but without limitation, no aspect of the Rolls-Royce Assist Services may be exported or re-exported (a) into any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. By using the Rolls-Royce Assist Services, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the Services for any purposes prohibited by United States law, including the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.

20. Security on Wireless Network The Rolls-Royce Assist Services employ wireless telephone networks that use radio channels to transmit voice and data. Therefore, neither the privacy nor security of conversations or data over the wireless telephone networks can be guaranteed.

21. General Legal Matters. A waiver of any part of this agreement in one instance will not be a waiver of any other part or any other instance. All of your notices must be given in writing. Notices to you will be deemed given (a) if deposited in the U.S. mail, postage prepaid, addressed to you at the last known address as shown on our records, (b) if delivered to you by electronic mail (email) to the last known email address as shown on our records, or (c) via our website (www.rolls-roycemotorcarsna.com or a website that replaces that website) for modifications to the Rolls-Royce Assist Services or the agreement. Notices to our service provider shall be deemed given when received at P.O. Box 100035 Fort Lauderdale, FL 33310, Attn: Rolls-Royce Assist Customer Care. Notices to RPMC shall be deemed given when received at 300 Chestnut Ridge Road, Woodcliff Lake, New Jersey 07677 Attn: Customer Relations. We may assign this agreement in whole or in part without notifying you. If any portion of this agreement is held to be invalid or unenforceable by a court, the balance of the agreement will continue to be valid and enforceable. This agreement is governed by New Jersey law. This agreement, including disclaimer of warranties and limitations of liability, will be enforceable against your heir's successors and assigns. This agreement and the documents to which it refers form the entire agreement between us on these subjects. You cannot rely on any other documents or statements on those subjects. This agreement is not for the benefit of any third party except as expressly provided above. You cannot assign this agreement.