

## Auto Club Mobile Application

### End User License Agreement (Agreement)

**Last Updated July 23, 2016.**

Your download, installation and use of the Auto Club Mobile Application (the “Auto Club Mobile App” or “Auto Club App”) is subject to and expressly conditioned on the terms set forth below, which may be amended or modified from time to time by Automobile Club of Southern California (ACSC) in its sole discretion. Any such amendments or modifications shall become effective and legally binding upon you upon the posting of the same by ACSC. By downloading, installing, accessing and/or using the Auto Club App, you accept, expressly consent, and agree to be legally bound to the terms of this Agreement. If you do not completely agree with all of the terms of this Agreement, you are not permitted to download the Auto Club App or use it in any manner.

You represent that you are at least the legal age of majority and will, at all times, provide true, accurate, current and complete information when submitting information or materials on the Auto Club App, including without limitation, when you provide information via a registration or submission form.

The term “Auto Club App or App” includes the software, any updates or modifications to the Auto Club App, online and/or electronic documentation, associated media, printed materials, computer code, and other associated materials and components provided by ACSC in its sole discretion.

This Agreement is between you and ACSC, not Apple, Inc. (Apple). ACSC is solely responsible for the Auto Club App and the content thereof.

In consideration of ACSC providing you access to and/or use of this Application, the sufficiency of which consideration is hereby agreed to by you and ACSC, the parties further agree as follows:

#### LICENSE/PERMITTED USE

Subject to the terms and conditions set forth in this Agreement, ACSC grants you a personal, limited, non-transferable, non-exclusive, and revocable license to use the Auto Club App and any third party software incorporated into the Auto Club App on any Apple-branded products running iOS (including but not limited to iPad, iPhone and iPod Touch) or Mac OSX, as applicable (collectively “Apple Device(s)”) that you own or control and as permitted by the Usage Rules set forth in the App Store Terms and Conditions (the “Usage Rules”). You acknowledge that ACSC and its licensors retain all right, title and interest in and to the original, and any copies, of the Auto Club App and of the software which is incorporated into the Auto Club App. The Auto Club App is made available only for your personal, lawful, non-commercial use. The foregoing license is limited. Without limiting the generality of the foregoing, you agree not to (a) submit any automated or recorded requests to the Auto Club App unless

otherwise approved in writing by ACSC and its licensors; (b) use the Auto Club App for commercial use; (c) access the Auto Club App with software or means other than the Auto Club App; (d) copy, reproduce, distribute or in any other manner duplicate the Auto Club App, including any updates, in whole or in part; (e) sell, lease, license, sublicense, distribute, assign, transfer or otherwise grant any rights in the Auto Club App, in whole or in part; (f) modify, port, translate, or create derivative works of the Auto Club App, in whole or in part; (g) decompile, disassemble, reverse engineer or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms, of the Auto Club App by any means; (h) remove any proprietary notices, labels or marks from the Auto Club App; (i) use the Auto Club App for purposes of comparison with or benchmarking against products or services made available by third parties; (j) knowingly take any action that would cause any part of the Auto Club App to be placed in the public domain; or (k) distribute or make the Auto Club App available over a network or otherwise in a manner it could be used by multiple devices at the same time.

## OWNERSHIP/COPYRIGHTS AND TRADEMARKS

Except where otherwise indicated, all title, ownership rights, and intellectual property rights in and to the Auto Club App are owned by ACSC and/or its licensors. The Auto Club App must not be used in any anti-competitive manner or for any purpose that is or could be contrary to ACSC's interests.

The ACSC/AAA logo and other ACSC/AAA trademarks and service marks are owned within the American Automobile Association, Inc. family of companies (referred to as "ACSC" for purposes of this Agreement), and/or by its affiliates or licensors and are protected by international copyright and trademark laws. Except as provided herein, you shall not use any portion of the Auto Club App, or any other intellectual property of ACSC, on any other application or Web site, in the source code of any other application or Web site, or in any other printed or electronic materials.

Third party trademarks, trade names, product names and logos ("Third-Party Trademarks") contained in or used by the Auto Club App are the trademarks of their respective owners, and the use of such Third-Party Trademarks shall inure to the benefit of the trademark owner. The use of such Third-Party Trademarks is intended to denote interoperability and does not constitute: (i) an affiliation by ACSC and its licensors with such company; or (ii) an endorsement or approval of such company of ACSC and its licensors and its products or services.

In the event of any third party claim that the Auto Club App or your possession and/or use of the Auto Club App infringes that third party's intellectual rights, ACSC, and not Apple, will be responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.

The license granted herein does not grant or confer any ownership right or title to the Auto Club App. All rights not expressly granted under the agreement are reserved by ACSC

## MAINTENANCE AND SUPPORT

ACSC is solely responsible for providing any maintenance and support services with respect to the Auto Club App as specified in this Agreement or as required under applicable law. You and ACSC acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Auto Club App.

## CONSENT TO USE OF DATA/PRIVACY

Personal information which you may provide to ACSC or its designees is governed by ACSC's Mobile Privacy Statement, as it may be updated from time to time, and can be accessed at <http://www.calif.aaa.com/home/about/privacy-policy-app.html>. ACSC may collect and use technical data and related information to facilitate the provision of updates, support and other services to you, if any, related to the Auto Club App.

## CELLULAR COMMUNICATIONS AND INTERNET ACCESS

You are solely responsible for any and all telecommunications or other connectivity charges incurred through your use of the Auto Club App. We are not responsible for any such charges. ACSC does not warrant or guarantee that communication functionality will be available at any particular time or place. ACSC is not responsible for any acts or omissions of your cellular communication or internet service provider, or unavailability or errors associated with their systems or services.

## SERVICES: THIRD PARTY MATERIALS

The Auto Club App may contain links to or enable access to ACSC, AAA Motor Club (including affiliated Motor Club entities) and/or third party services and web sites (collectively and individually "Services"). Using the Services requires Internet access and use of certain services requires you to accept additional terms of service. By using the Auto Club App you agree to these terms. In order to use certain features of the Auto Club App, you may be required to have a registered account on a AAA Motor Club website.

Certain services may display, include or make available content, data, information, application or materials from third parties ("Third Party Materials") or provide links to certain third party websites. By using the Services, you acknowledge that ACSC is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect of such Third Party Materials or websites. ACSC does not warrant or endorse and does not assume and will not assume and will not have any liability or responsibility to you or any other person for any Third Party Services, Third Party Materials or websites, or for any other materials, products or services of third parties. Third Party Materials and links to other websites are provided solely as a convenience to you. You are advised to read the terms of use and privacy notice of any third party website to which you connect when using the Auto Club App Services.

You agree that any Services contain proprietary content, information and material that is protected by applicable intellectual property and other laws, including but not limited to copyright, and that you will not use such proprietary content, information or materials in any way whatsoever except for permitted use of the Services. No portion of the Services may be reproduced in any form or by any means. You agree not to modify, rent, lease, loan, sell, distribute, or create derivative works based on the Services, in any manner, and you shall not exploit the Services in any unauthorized way whatsoever including but not limited to using Services to transmit any computer virus, worms, Trojan horses or other malware by trespass or burdening network capacity. You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that ACSC is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

ACSC makes no representation that such Services and Materials are appropriate or available for use in any particular location. To the extent you choose to access such Services or Materials, you do so at your own initiative and are responsible for compliance with any applicable laws, including but not limited to applicable local laws. ACSC, and its licensors, reserve the right to change, suspend, remove, or disable access to any Services at any time without notice. In no event will ACSC be liable for the removal of or disabling of access to any such Services. ACSC may also impose limits on the use of or access to certain Services in any case and without notice or liability.

As part of the Auto Club App, ACSC and/or its licensors collect(s) and use(s) End User Use Data, as defined below. You acknowledge, consent and agree that ACSC and/or its licensors may collect End User Use Data as part of the Auto Club App. End User Use Data is used to help ACSC and/or its licensors or third parties acting under the direction of ACSC and/or its licensors, pursuant to confidentiality agreements, to develop, build and improve its products and services. End User Use Data is considered non-personal information, as End User Use Data is in a form that does not permit direct association with any specific individual. "End User Use Data" means information collected by ACSC and/or its licensors pertaining to your use of the Auto Club App. Through your use of the Auto Club App, you acknowledge, consent and agree to ACSC's and/or its licensors collection and use as set forth herein of End User Data, including the transfer of both to the United States and/or other countries for storage, processing and use by ACSC and/or its licensors and its third party partners. Any and all information you provide will remain confidential and may be disclosed by ACSC and its licensors, if so required, to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorized by law, or in the event of a sale, merger or acquisition to another entity by ACSC or its licensors.

#### LOCATION DATA

If provided by any Services, is for basic navigational purposes only and is not intended to be relied upon in situations where precise location information is needed or where erroneous, inaccurate or incomplete location data may lead to death, personal injury, property or environmental damage. Use of real time route guidance is at your sole risk. Location data may

not be accurate. Neither ACSC, nor any of its content providers, guarantees the availability, accuracy, completeness, reliability or timeliness of location data displayed by any Services.

#### NO WARRANTY

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE AUTO CLUB APP IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE AUTO CLUB APP AND ANY SERVICES PERFORMED OR PROVIDED BY THE AUTO CLUB APP ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ACSC HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE AUTO CLUB APP AND ANY SERVICES, EITHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. ACSC DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE AUTO CLUB APP THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED OR PROVIDED BY THE AUTO CLUB APP WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE AUTO CLUB APP WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE AUTO CLUB APP OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ACSC OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE AUTO CLUB APP OR SERVICES PROVE DEFECTIVE, YOU ASSUME THE ENTIRE COST OF ANY NECESSARY SERVICING, REPAIR OR CORRECTION. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU. IN THE EVENT OF ANY FAILURE OF THE AUTO CLUB APP TO CONFORM TO ANY SUCH WARRANTY, YOU MAY NOTIFY APPLE AND APPLE WILL REFUND ANY PURCHASE PRICE PAID FOR THE AUTO CLUB APP, IF ANY, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, APPLE SHALL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO THE AUTO CLUB APP, AND ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY SUCH WARRANTY WILL BE ACSC'S SOLE RESPONSIBILITY.

#### LIMITATION OF LIABILITY

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ACSC OR ANY OF ITS LICENSORS BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE AUTO CLUB APP, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT

OR OTHERWISE) AND EVEN IF ACSC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT SHALL ACSC'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### PRODUCT CLAIMS

Subject to the terms and conditions of this Agreement, you and ACSC acknowledge that ACSC, and not Apple, is responsible for addressing any of your claims or any third party relating to the Auto Club App.

#### EXPORT CONTROLS

You may not use or otherwise export or re-export the Auto Club App except as authorized by United States law and the laws of the jurisdiction in which the Auto Club App was obtained. In particular, but without limitation, the Auto Club App may not be exported or re-exported (a) into any U.S. embargoed countries or that has been designated by the U.S. Government as a "terrorist supporting" country, 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 Auto Club App, 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 these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, missiles or chemical or biological weapons.

#### GOVERNMENT USERS

The Auto Club App and related documentation are "Commercial Items," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 48 C.F.R. §227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein. Unpublished-rights reserved under the copyright laws of the United States.

#### DEVELOPER NAME AND CONTACT INFORMATION

ACSC, located at 3333 Fairview Road, Costa Mesa, CA, 92626, is the developer of the Auto Club App. Any questions, complaints or claims with respect to the Auto Club App should be directed to the Mobile App Support Group at the above physical address or to [mobileappsupport@aaa-calif.com](mailto:mobileappsupport@aaa-calif.com).

## INJUNCTIVE RELIEF

Because ACSC would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that ACSC will be entitled, without bond, other security, or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to any and all other remedies which ACSC may have under applicable laws.

## INDEMNITY

You agree to indemnify, defend, and hold ACSC, its partners, affiliates, officers, directors, employees, agents, and contractors harmless from all damages, losses and expenses (including attorneys' fees and costs) arising directly or indirectly from your acts and omissions to act in using the Auto Club App pursuant to the terms and conditions set forth in this Agreement.

## THIRD PARTY BENEFICIARY

You and ACSC acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of the Agreement, and that, upon your acceptance of the terms and conditions of the Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce the Agreement against you as a third party beneficiary therein.

## JURISDICTION, ENFORCEABILITY AND TERMINATION

This Agreement and your use of the Auto Club App are governed in all respects by the laws of the State of California, without giving effect to any principles of conflicts of laws that would result in the application of the laws of another jurisdiction. Any dispute concerning the Auto Club App or this Agreement shall be subject to the exclusive venue of a court of competent jurisdiction in Orange County, California.

In the event that a court of competent jurisdiction holds any provision of this Agreement to be invalid or unenforceable, then such provision shall be severable from and shall not affect the validity or enforceability of the remaining provisions.

The terms of this Agreement are effective until terminated by you or ACSC. You may terminate this Agreement without notice to ACSC by discontinuing all use of the Auto Club App from your mobile device and destroying the materials you have obtained therefrom or in connection therewith, including all related documentation and copies. ACSC may terminate this Agreement and/or the Auto Club App, or any part thereof, at any time without notice, including and without limiting the foregoing, if ACSC determines or believes, in its sole judgment, that you have breached any term or condition of this Agreement. Upon termination, you shall cease all use of the Auto Club App, and destroy all copies, full or partial, of the Auto Club App.

## PHYSICAL SAFETY AND SECURITY

Electronic products and communications services can and do experience errors, malfunction and failure. IF EVER YOU ARE IN A SITUATION THAT PRESENTS A RISK OF PHYSICAL HARM OR DANGER, SEEK SAFETY BEFORE ATTEMPTING TO CONTACT AAA. CONTACT LAW ENFORCEMENT OR OTHER EMERGENCY SERVICES IF YOU FEEL THREATENED. IF EVER YOU WISH TO CONTACT AAA FROM A DANGEROUS SITUATION, DO NOT RELY ON THE PRODUCT OR SERVICE; INSTEAD, CALL AAA AT THE NUMBER ON THE BACK OF YOUR MEMBERSHIP CARD (TYPICALLY 800-222-4357). IF EVER YOU ARE UNCOMFORTABLE RELYING ON THE SERVICE, OR SUSPECT THAT THE SERVICE IS NOT FUNCTIONING CORRECTLY, DO NOT RELY ON THE SERVICE, AND CALL AAA INSTEAD.

This Agreement states the entire agreement with regard to the items discussed above.