

User Terms for Auto Application Services Software

This software application (the “**Application**”) is published by Telenyze Inc. (**The Publisher**) to use for services made available to you (the “**Auto Application Services**”), via the authorized Apple or Android device and OBD (On Board Diagnostics) device that you own or control (your “**Device**”), which may include the ability to view diagnostic and location information of your vehicle (your “**Vehicle**”), and your login and location information to receive automotive services, promotions and offers from participating retailers, and to issue commands to your Vehicle, such as On Board Diagnostics commands and to send alerts and text messages to your mobile device. The Application Services may be available while your device and Vehicle are connected to our systems via the Internet. The service may be available to you during trial period that we may offer from time to time, a service plan made available to you at no additional charge, or through a paid service plan. Some of the Application Services may not be available unless you are participating in a paid service plan for that Vehicle. When you click to accept the following terms (these “**Terms**”) or when you access or use the Application Services on your Device, you agree to the following:

- These Terms incorporate the User Terms for Telenyze Mobile and Web Application software and Auto Application Services located at www.telenyze.com/terms (the “**Auto Application Services Terms**”). Together, these Terms and the Auto App Service Terms are binding between you and The Publisher and govern your access and use of the Application Services. For this purpose, the term “**Services**” of the Auto App Service Terms includes the Mobile App and Web App Application Services, “**Agreement**” includes these Terms, and “**Software**” includes the Application. You should carefully review the Agreement before accessing, or using the Application Services;

- It is your responsibility to ensure that all users of your app on your device and the Vehicle know that anyone with access to the Application Services through your Device may be able to access information about your account and your Vehicle, including account login information, images, videos, messages, location and your device information, your Vehicle information and location of your device and Vehicle;

- You will only use the Application Services when it is safe to do so, in compliance with the law and these Terms, and you will not use the Application Services offered through your Device while driving;

- You will not use the Application Services to harass or harm any person, or for any improper, unlawful, or unauthorized purpose.

- You may cancel the Application Services at any time by contacting us at support@telenyze.com. You cannot cancel Application Services simply by Uninstalling the Application from your Device;

- This Application Service is for your use only. You cannot lease, sell or transfer this to others. If you sell or transfer your device, you must delete this Application from your device.

- We are not responsible for the acts of third parties who may access the Application Services and information through your Device. You should use all security features of your Device, including any password, locking, or encryption features, to protect against unauthorized access and use of the Application Services and your information;

- Your use of the Application Services may involve information sharing with third parties to enable service made available to you by third parties, such as auto repair service, roadside assistance service, auto insurance, auto dealers, financial and legal service providers. You may also receive promotions and offers from participating third party retailers through the Application Services. These third party services, promotions and offers, and any shared information and related transactions you enter into, are solely between you and the third party. We cannot guarantee their performance, reliability or security, and we are not responsible for any losses or damages they may cause, such as any loss of personal information through third party services;

- You understand that to use the Application Software you may need to use OBD II device, Smart Phone and any other devices those you need to buy from other vendors. You further understand that Telenyze Software uses Bluetooth, GPS Location, Data Connection, Memory and other resources on your Smart Phone which may interfere with operations of other Apps running on your phone. You further understand that once you install and run this software on your smart phone, it connects to your Vehicle CAN Bus via the OBD Device to gather VIN number, Fault Codes and other sensor data which it transmits to Telenyze Server over the Internet. In addition it may also send Login, Location Information and time stamps collected from your Smart Phone. You may be unable to delete this data from Telenyze Server. In addition, applications and services you have installed or been using may be unable to run or function as manner described in the user documents because of your use of this Software. **YOU ACKNOWLEDGE THAT BY INSTALLING SUCH SOFTWARE ON YOUR SMART PHONE, COMPUTERS AND/OR DEVICES, THESE COMPUTERS AND DEVICES DATA (INCLUDING LOCATION, MESSAGES and IMAGES) COLLECTED FROM SUCH APPLICATIONS OR SERVICES ARE STORED IN TELENYZE SERVERS. TELENYZE SHALL NOT BE RESPONSIBLE FOR ANY COSTS, EXPENSES OR OTHER LIABILITIES YOU MAY INCUR AS A RESULT OF YOUR INSTALLATION OR USE OF THIS SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY DAMAGE TO ANY EQUIPMENT, SOFTWARE OR DATA OR ANY LOSS OF DATA OR INFORMATION.** In addition, the Software may contain errors or inaccuracies that could cause failures, corruption or loss of data and/or information from your computer and/or device or from your peripherals connected thereto.

- Telenyze Inc. grants you a non-commercial, non-exclusive, non-transferable, limited, terminable license to use the Application and the Application Services solely with your Device, throughout the United States, subject to your compliance with the Agreement. The Application is licensed, not sold, to you, solely for your personal use. Telenyze retains all right, title, and interest in and to the Application, the Application Services and all related data and information, including intellectual property and

proprietary rights and interests. This license does not grant you the right to use the Software for any other purpose, or to disclose, reproduce, distribute, modify or create derivative works of the Telenyze Software. You agree not to decompile, reverse engineer, disassemble, decrypt, or otherwise attempt to derive the source code of any Telenyze Software (except as and only to the extent the foregoing restrictions are prohibited by applicable law, or to the extent as may be permitted by licensing terms governing use of open-sourced components included with any such Telenyze Software).

- This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of California and Santa Clara County, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement may be brought in the state courts and the Federal courts for the county in which Publishers principal place of business is located, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts.

If you have any questions, comments or complaints regarding the Application Software or Application Services, feel free to contact us at any time by messaging us via the App or via email to support@telenyze.com or sending letter to Telenyze Inc. 526 W Fremont Ave, Unit 2645, Sunnyvale, CA 94087.