

Continental Corporation

VoicR End User License Agreement

Last Modified: January 2, 2017

By accessing or using the VoicR Software (including any mobile or vehicle-based applications) (“**Software**”) and services (together, the services and Software are the “**Services**”), however accessed or used, you agree to be bound by this End User License Agreement and the accompanying [Privacy Policy](#) (collectively, the End User License Agreement and Privacy Policy are the “**Terms**”), which you agree is enforceable against you like any written and negotiated agreement signed by you. The Services are made available by Continental Automotive Systems, Inc., a Delaware corporation with offices at 21440 West Lake Cook Rd., Deer Park, IL 60010 (including its parent, affiliates, and subsidiaries, “**Continental**” or “**we**”). **These Terms affect your legal rights and obligations. If you do not agree with these Terms, then you may not access or use the Services. If at any time you can no longer comply with one or more provisions of these Terms, you must immediately cease any use of the Services.**

OVERVIEW

Here, we provide a brief overview of some of the information provided in these Terms. **NOTE IN PARTICULAR THAT:**

- 1. BY USING THE SERVICES, YOU ARE CONSENTING TO OUR COLLECTION AND USE OF DATA DERIVED FROM THE SERVICES IN ACCORDANCE WITH OUR PRIVACY STATEMENT;**
- 2. THE SERVICES ARE PROVIDED TO YOU ON AN AS-IS AND AS-AVAILABLE BASIS;**
- 3. YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES COMPLIES WITH LAWS OF THE JURISDICTION IN WHICH YOU ARE USING THE SERVICES;**
- 4. THESE TERMS LIMIT OUR LIABILITY TO YOU; AND**
- 5. THESE TERMS REQUIRE THAT YOU ARBITRATE ANY DISPUTES RELATED TO THE SERVICES WITH US ON AN INDIVIDUAL BASIS, THAT YOU DO NOT HAVE (AND YOU WAIVE) ANY RIGHT FOR A JUDGE OR JURY TO DECIDE ANY CLAIMS YOU MAY HAVE AGAINST US, AND THAT YOU MAY NOT PROCEED AGAINST US IN ANY CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY.**

You may click on the relevant link to review the information in more detail below.

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SERVICES DESCRIPTION

The Services allow users ("**User(s)**") to participate in an ad-hoc location-based social network integrating mobile devices, Bluetooth technology, and location-based services. Users may submit, post, and/or otherwise provide information or other content to, through, and/or in connection with the Services (including via a web-based feedback form) ("**User Content**"). User Content may include, for example, communications between users of the Services, contact lists, GPS location information, user interest/affinity group information, road condition information, and user route information. User Content does not include any advertisements or other commercial content that Continental may place or permit certain third parties to place on the Services.

YOUR RIGHT TO USE THE SERVICES

VoicR License

Subject to your continuing and strict compliance with, and Continental's termination rights under, these Terms, Continental hereby grants you a limited, personal, time-limited, revocable, non-exclusive, non-transferable, non-sublicensable license to use the Services in the United States for your sole, personal, private, non-commercial purposes only ("**VoicR License**").

Third Party/Open Source Software

The Services may contain or be distributed with third-party software, including open-source software, which may be covered by different license terms ("**Third-Party Software**"). We may provide information concerning Third-Party Software provided with the Services upon your written request to the extent we have such information readily available. These Terms do not apply to any Third Party Software to the extent these Terms conflict with such Third-Party Software's license terms which govern Continental's use of such Third Party Software. Any Third Party Software provided with the Services is for use solely with the Services. Any use by you on a stand-alone basis of the Third-Party Software provided by Continental as part of the Services is strictly prohibited.

User Content Licenses

By submitting User Content in connection with the Services, you hereby grant: (1) all other users of the Services an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, non-sublicensable and non-transferable license to use, copy, distribute, prepare derivative works,

display in public and publicly perform such User Content in connection with such other users' use of the Services in accordance with these Terms; and (2) Continental an irrevocable, worldwide, perpetual, non-exclusive, royalty-free, sub-licensable and transferable license to use, copy, distribute, prepare derivative works, display in public and publicly perform such User Content (including for commercial use of your User Content). In addition, you agree that Continental cannot control third parties' use of your User Content, and that Continental shall not be responsible for such other users' use of your User Content. The licenses granted in this Section are, together, the "**User Content Licenses.**"

RESTRICTIONS ON YOUR USE OF THE SERVICES

Permitted Uses

You shall use the Services only in accordance with these Terms and then only for your sole, personal, private, non-commercial purposes ("**Permitted Uses**"). For example, you may use the Services for your personal use to share User Content and communicate with other users of the Services in accordance with these Terms. The Permitted Uses, however, are not intended to extend the scope of the VoicR License in any way.

Prohibited Uses

You shall not use the Services or any other user's User Content in any ways that are not expressly permitted by this Agreement ("**Prohibited Uses**"). By way of example only, the following uses of the Services are expressly Prohibited Uses. To avoid doubt, references to the 'Services' or the 'User Content' in the lists below includes any part of the Services or User Content, as applicable. You may not:

- 1 interfere with or disrupt the operation of the Services, including, the servers or networks that host the Services or make the Services available, or disobey any requirements, procedures, policies, or regulations of such servers or networks;
- 2 submit, post, and/or otherwise provide any Prohibited User Content (as defined below) to, through, and/or in connection with the Services;
- 3 copy, modify, adapt, print, translate, save, or otherwise use any data from the Services, including User Content, except as necessary for you to use the Services in accordance with their intended purpose;
- 4 copy, modify, adapt, translate, reverse engineer, decompile, disassemble, or extract the Services, specifically including any source code;
- 5 publically display, perform, or distribute the Services;
- 6 integrate the Services or User Content into a service of your own or of any third party;
- 7 rent, lease, sell, resell, license, otherwise distribute, or exploit for any commercial purposes the Services or User Content or any use of or access to the Services or User Content, including as part of any service of your own that uses the Services and/or User Content;
- 8 create a database by systematically downloading and storing all or any of the User Content from the Service;

- 9 defame, abuse, harass, stalk, threaten, or otherwise interfere with or violate the legal rights of others, including the right to privacy, copyrights, trademarks, patents, trade secrets, and any other intellectual property rights;
- 10 harvest or collect any information about users of the Services without their express consent, including using any robot, spider, site search or retrieval application, or other manual or automatic device or process to retrieve, index, or data-mine;
- 11 transmit or otherwise make available in connection with the Services any virus, worm, Trojan Horse, time bomb, web bug, spyware, malware, ransomware, or any other computer code, file, or program that may or is intended to damage or hijack the operation of any hardware, software, or telecommunications equipment, or any other actually or potentially harmful, disruptive, or invasive code or component;
- 12 transfer or assign your Services accounts' password, even temporarily, to a third party;
- 13 create accounts in connection with the Services through unauthorized means, including by using an automated device, script, bot, spider, crawler, or scraper;
- 14 use the Services if you are under the age of eighteen (18);
- 15 use the Services for any illegal, immoral or unauthorized purpose, or any in any other way prohibited by applicable law;
- 16 use the Services or any User Content for non-personal or commercial purposes;
- 17 use the Services or any User Content to compete with Continental in any manner;
- 18 use the Services or any User Content in any way that might expose Continental to any liability of any kind;
- 19 use the Services outside the United States; or
- 20 violate any of these Terms.

The preceding Prohibited Uses (which, to avoid doubt, include those Prohibited Uses set forth above expressly) do not in any way expand the scope of the VoicR License.

Prohibited User Content

We strive to create an environment where you and other Users have freedom of expression. However, to ensure that all Users feel safe expressing diverse opinions and beliefs, we do not tolerate, in any instance, behavior that rises to the level of abuse, including, without limitation, harassment, intimidation, or that the use of -uses-fear to silence another User. Reports of such Prohibited User Content (defined below) will be reviewed and we reserve the absolute right determine the extent of such violations and to take any steps we deem necessary to prevent the submission of or remove Prohibited User Content, including the suspension or termination of any User or account (including related accounts) engaging -in in the activities specified below such activities. -Reports of abusive conduct or the of Prohibited User Content (defined below) will be reviewed and e reserve the absolute right determine the extent of such violations and to take any steps to remove any Prohibited User Content. Without limiting the generality of the Prohibited Uses you may not submit User Content that:

- 1 is commercial in nature (including advertising);

- 2 is false or misleading;
- 3 diminishes, misappropriates, or infringes on the legal rights of others, including the right to privacy, copyrights, trademarks, patents, trade secrets, and any other intellectual property rights;
- 4 directly or indirectly identifies any other person or reveals any of his or her personal information, without obtaining such person's express written consent to the disclosure of such person's identity or personal information if such person is not a minor, or pertains to minors and directly or indirectly identifies minors or reveals any of their personal information, (e.g., full name, age, address or contact information);
- 5 is unlawful, defamatory, libelous or invades the privacy of others;
- 6 is abusive, harassing, offensive, vulgar, intimidating, threatening or vulgar or uses fear to silence another;
- 7 is characterized by, or that encourages racism or unlawfully discriminates on the basis of race, origin, ethnicity, nationality, religion, gender, occupation, sexual orientation, illness, physical or mental disability, faith, political view or socio-economical class;
- 8 encourages criminal behavior or conduct that would constitute a criminal offense under any law, or could give rise to civil liability or other lawsuit;
- 9 promotes pyramid schemes, chain letters or disruptive commercial messages or advertisements, or anything else prohibited by law or under these Terms; or
- 10 falsely expresses or implies that such content is sponsored or endorsed by Continental.

The foregoing 1-10 are “**Prohibited User Content.**” The preceding Prohibited User Content does not in any way expand the scope of the VoicR License.

CONDUCT WHILE OPERATING A VEHICLE

YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SERVICES COMPLIES WITH THE LAWS OF THE JURISDICTION IN WHICH YOU ARE USING THE SERVICES. Without limiting the foregoing and in addition to the restrictions on your use of the Services set forth above, you must always drive vigilantly according to road conditions and obey all laws applicable to you, including those applicable to your operation of a motor vehicle and your use of the Services. If you are driving a vehicle, you may not access or use the Services and any Advertising and Promotions non-verbally for any purpose, provided, however, that these Terms will not restrict you from using the Services and Advertising and Promotions while driving to the extent expressly permitted by applicable law. Alternatively, if you are a passenger of the vehicle (i.e., are not driving the vehicle) you may interact with all features of the Services, provided that such interaction not interfere with the driver's operation of the vehicle, and does not distract the driver's attention from the road. For the avoidance of doubt, you are bound by these Terms regardless of whether you are a driver or passenger of the vehicle, and Continental will have no responsibility for (or liability in connection with) any failure to use the Services in full compliance with the law.

OUR RIGHT TO MANAGE CONTENT ON THE SERVICES

While Continental is not obligated to do so, Continental has the right to examine User Content before or after its publication, prevent publication of inappropriate or otherwise inadequate or erroneous User Content, or remove any User Content after its publication. Notwithstanding the foregoing, Continental (1) will have no duty to detect any such User Content even if it conducts such an examination, and (2) if Continental does detect such User Content, Continental will have no duty to prevent or remove any such User Content. The foregoing does not in any way negate your obligations under these Terms, including those with respect to Permitted Uses, Prohibited Uses, and Prohibited User Content. Continental retains sole discretion in determining which User Content will be published, the duration of its publication, its location, how and when it appears on the Services, its design and any other matter about the publication of User Content in connection with the Services. Continental does not guarantee that all User Content will be published, in general, nor does Continental guarantee that if User Content is published that it will be published for any specific length of time. User Content does not reflect the views of Continental, and Continental has no responsibilities with respect to the substance of any user content, including, for example, ensuring that User Content is accurate, complete, reliable, legal (e.g., is non-infringing or non-violative of any third party's rights), useful or up-to-date.

ADVERTISEMENTS & OTHER COMMERCIAL INFORMATION ON THE SERVICES

The Services may be supported by advertising and/or promotion-derived revenue, and the Services may include advertisements and/or promotions placed either by Continental or by third-parties. You agree (1) that Continental may place such advertising and/or promotions through the Services, including on, about, or in conjunction with User Content (“**Continental Advertising and Promotions**”) and (2) that Continental may permit third parties to place such advertising and/or promotions through the Services, including on, about, or in conjunction with User Content (“**Third Party Advertising and Promotions**”) (Continental Advertisements and Promotions and Third Party Advertisements and Promotions together are “**Advertising and Promotions**”). You agree that Continental may change or permit third parties to change the manner, mode, and extent of the Advertising and Promotions without notice to you. Continental does not endorse any Third Party Advertising.

CHANGES TO THE SERVICES

We may, either partially or in its entirety, and without any obligation to provide you prior notice, add to, modify, or cease providing the Services (including, for the avoidance of doubt, any part of the Service's features, and the extent and availability of any content (e.g., User Content) that may be accessible via the Services). You will have no, and you hereby waive all, claims against us related to or otherwise arising out of any such additions, modifications, or eliminations.

Without limiting the generality of the foregoing, we may, from time to time, make updates to the Services. The Services may also automatically download and install updates from time to time. These updates may improve the security and safety of the experience for users or may contain bug fixes, new functionality, or new components. Services updates may involve the collection of personal information (as described in the Privacy Policy or as separately outlined at the time of installation) or cause your device to automatically communicate with our servers to identify whether updates to the Services or content are available for installation. You agree to receive all such Services updates (and permit Continental to install these on your device) as part of your use of the Services. The Services may use content that is automatically updated from time to time, including IP white lists and website sign-in protocols. You agree to receive and permit us to install such updated content in connection with the Services (including on your device). You further acknowledge and agree, however, that these Terms neither entitle you to receive, nor require us to provide, hard-copy documentation, support, telephone assistance, or enhancements or updates to the Services.

CHANGES TO THESE TERMS

We may revise and update these Terms from time to time in our sole discretion. When we do, we will update the "Last Modified" date at the top of these Terms. To continue using the Services following the posting of revised Terms, you must click the box to accept these Terms, as modified. By clicking the box indicating your acceptance, you agree to these Terms, as modified. If you do not agree with these Terms as modified, you may not use the Services.

NO WARRANTIES

THE SERVICES INCLUDING, WITHOUT LIMITATION, CONTINENTAL CONTENT, ARE PROVIDED ON AN "AS-IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER CONTINENTAL NOR ANY EMPLOYEES, MANAGERS, OFFICERS, DIRECTORS, CONTRACTOR/AGENTS OF CONTINENTAL (COLLECTIVELY, THE "CONTINENTAL PARTIES") MAKE ANY REPRESENTATIONS OR WARRANTIES OR ENDORSEMENTS OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AS TO: (A) THE SERVICES; (B) THE CONTINENTAL CONTENT; (C) USER CONTENT; OR (D) SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION IN CONNECTION WITH THE SERVICES. ALSO, THE CONTINENTAL PARTIES HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, CUSTOM, TRADE, QUIET ENJOYMENT, AND SYSTEM INTEGRATION.

THE CONTINENTAL PARTIES DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER THAT MAKES THE SERVICES AVAILABLE IS FREE FROM ANY HARMFUL COMPONENTS, INCLUDING, WITHOUT LIMITATION, VIRUSES. THE CONTINENTAL PARTIES DO NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WITH RESPECT TO ANY INFORMATION ON OR OTHERWISE AVAILABLE THROUGH THE SERVICES INCLUDING, FOR

EXAMPLE, THAT THE INFORMATION (INCLUDING ANY INSTRUCTIONS) ON THE SERVICES IS ACCURATE, COMPLETE, RELIABLE, LEGAL, USEFUL, OR UP-TO-DATE. YOU ACKNOWLEDGE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. THE CONTINENTAL PARTIES DO NOT WARRANT THAT YOUR USE OF THE SERVICES IS LAWFUL IN ANY PARTICULAR JURISDICTION, AND THE CONTINENTAL PARTIES SPECIFICALLY DISCLAIM SUCH WARRANTIES. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU TO THE EXTENT SUCH JURISDICTION'S LAW APPLIES TO YOU AND THESE TERMS. IN SUCH CASE, CONTINENTAL DISCLAIMS SUCH IMPLIED OR OTHER WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH JURISDICTIONS. IN ADDITION, WITHOUT LIMITING THE FOREGOING, THE CONTINENTAL PARTIES NEITHER REPRESENT NOR WARRANT THAT ANY USE OF THE SERVICES IN ACCORDANCE WITH THESE TERMS OR IN ACCORDANCE WITH THE SERVICE'S DESIGN WILL COMPLY WITH THE LAW OF ANY JURISDICTION IN WHICH THE SERVICES MAY BE USED. FOR EXAMPLE, ALTHOUGH THE SERVICES MAY BE DESIGNED TO ALLOW YOU TO INTERACT WITH THEM VIA TOUCHING OR SWIPING THE SCREEN OF YOUR DEVICE, CONTINENTAL MAKES NO REPRESENTATIONS OR WARRANTIES THAT YOUR INTERACTION WITH THE SERVICES IN SUCH MANNER IS LEGAL IN THE JURISDICTION IN WHICH YOU ARE USING THE SERVICES.

THE CONTINENTAL PARTIES DO NOT ENDORSE USER CONTENT AND SPECIFICALLY DISCLAIM ANY RESPONSIBILITY OR LIABILITY TO ANY PERSON OR ENTITY FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY OR OTHER CAUSE OF ANY KIND OR CHARACTER BASED UPON OR RESULTING FROM ANY USER CONTENT.

LIMITATIONS OF LIABILITY; EXCLUSIONS OF LIABILITY

Limitations of Liability and Certain Exclusions from Liability

UNDER NO CIRCUMSTANCES WILL CONTINENTAL'S AGGREGATE (NOT PER CLAIM) LIABILITY TO YOU FOR DIRECT DAMAGES EXCEED ONE HUNDRED UNITED STATES DOLLARS (\$100.00). IF THE FOREGOING LIMITATION OF LIABILITY IS NOT ENFORCEABLE, THEN UNDER NO CIRCUMSTANCES WILL CONTINENTAL'S AGGREGATE LIABILITY (NOT PER CLAIM) TO YOU EXCEED THE MINIMUM AMOUNT REQUIRED BY APPLICABLE LAW.

EXCEPT AS SET FORTH IN THE PRECEDING PARAGRAPH AS TO CONTINENTAL WITH REGARD TO DIRECT DAMAGES ONLY, UNDER NO CIRCUMSTANCES WILL THE CONTINENTAL PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSSES, DAMAGES, OR OTHER LIABILITIES OF ANY KIND, INCLUDING, FOR EXAMPLE, ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, THAT ARE DIRECTLY OR INDIRECTLY RELATED TO (A) THE SERVICES; (B) THE CONTINENTAL

CONTENT; (C) USER CONTENT; (D) YOUR USE OF, INABILITY TO USE, OR THE PERFORMANCE OF THE SERVICES; (E) ANY ACTION TAKEN IN CONNECTION WITH AN INVESTIGATION BY THE CONTINENTAL PARTIES OR LAW ENFORCEMENT AUTHORITIES REGARDING YOUR OR ANY OTHER PERSON OR ENTITY'S USE OF THE SERVICES; (F) ANY ACTION TAKEN IN CONNECTION WITH INTELLECTUAL PROPERTY OWNERS; (G) ANY ERRORS OR OMISSIONS IN THE SERVICES' OPERATION; (H) ANY DAMAGE TO ANY USER'S VEHICLE (E.G., CAR, MOTORCYCLE) (INCLUDING YOURS), COMPUTER, MOBILE DEVICE, OR OTHER EQUIPMENT OR TECHNOLOGY INCLUDING, WITHOUT LIMITATION, DAMAGE FROM ANY SECURITY BREACH OR FROM ANY VIRUS, BUGS, TAMPERING, FRAUD, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER LINE OR NETWORK FAILURE OR ANY OTHER TECHNICAL OR OTHER MALFUNCTION, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, LOSS OF DATA, WORK STOPPAGE, ACCURACY OF RESULTS, OR COMPUTER FAILURE OR MALFUNCTION, EVEN IF FORESEEABLE OR EVEN IF THE CONTINENTAL PARTIES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR TORT (INCLUDING, WITHOUT LIMITATION, WHETHER CAUSED IN WHOLE OR IN PART BY NEGLIGENCE, ACTS OF GOD, TELECOMMUNICATIONS FAILURE, OR THEFT OR DESTRUCTION OF THE SERVICE); (I) THESE TERMS. IN NO EVENT WILL THE CONTINENTAL PARTIES BE LIABLE TO YOU OR ANYONE ELSE FOR LOSS, DAMAGE OR INJURY, INCLUDING, WITHOUT LIMITATION, DEATH OR PERSONAL INJURY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATIONS OF CERTAIN TYPES OF DAMAGES DESCRIBED IN THE PRECEDING TWO SENTENCES ("EXCLUDED DAMAGES"). IN SUCH CASES, THE CONTINENTAL PARTIES' AGGREGATE LIABILITY (NOT PER CLAIM) FOR SUCH DAMAGES SHALL NOT EXCEED THE GREATER OF EITHER ONE HUNDRED UNITED STATES DOLLARS (\$100.00) OR THE MINIMUM AMOUNT REQUIRED BY APPLICABLE LAW. YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF THE CONTINENTAL PARTIES' ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY (INCLUDING INTELLECTUAL PROPERTY), PRODUCT OR OTHER CONTENT OWNED, LICENSED, OR CONTROLLED BY THE CONTINENTAL PARTIES, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY THE CONTINENTAL PARTIES.

BY ACCESSING THE SERVICES, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A

GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

Additional Exclusions from Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND FOR THE AVOIDANCE OF DOUBT, IN ADDITION TO THE EXCLUSIONS SET FORTH IN THE PRECEDING SUBSECTION, THE CONTINENTAL PARTIES WILL NOT BE LIABLE FOR ANY LOSSES, DAMAGES, OR OTHER LIABILITIES OF ANY KIND, INCLUDING, FOR EXAMPLE, ANY DIRECT, INDIRECT, ECONOMIC, EXEMPLARY, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, THAT ARE DIRECTLY OR INDIRECTLY RELATED TO: (1) YOUR RELIANCE ON THE USE OF THE CONTENT OF ANY THIRD PARTY ADVERTISEMENTS AND PROMOTIONS PLACED THROUGH THE SERVICES; (2) FROM YOUR USE OF OR YOUR RELIANCE ON THE CONTENT OF GOODS OR SERVICES YOU HAVE ACCESSED VIA ANY THIRD PARTY ADVERTISEMENT AND PROMOTION OR OTHER LINKS ON THE SERVICES; (3) ANY APPLICATIONS OR SERVICES THAT ARE NOT PROVIDED BY CONTINENTAL (“**THIRD PARTY APPLICATIONS**”), EVEN IF LINKS TO SUCH APPLICATIONS AND SERVICES ARE MADE AVAILABLE THROUGH THE SERVICES; (4) YOUR RELIANCE ON, OR IN CONNECTION WITH, THE CONTENT OF THIRD PARTY APPLICATIONS OR ANY INFORMATION PROVIDED BY OR THROUGH SUCH THIRD PARTY APPLICATIONS; THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES (INCLUDING ANYONE WHO IS NOT A PARTY TO THESE TERMS); AND (5) ANY ACTIONS THAT ANY CONTINENTAL PARTY IS ALLOWED TO TAKE UNDER THESE TERMS. ANY INFORMATION (INCLUDING USER CONTENT) PROVIDED IN CONNECTION WITH THE SERVICES IS NOT INTENDED TO REPLACE INFORMATION PRESENTED ON THE ROAD. IF THE INFORMATION PRESENTED ON THE ROAD (TRAFFIC LIGHTS, TRAFFIC SIGNS, POLICE PERSON, ETC.) INDICATES DIFFERENTLY THAN THE SERVICES, YOU MUST NOT RELY ON THE SERVICES. YOU ACKNOWLEDGE AND AGREE THAT IN THE EVENT THAT YOU VIOLATE THIS PROVISION, NEITHER THE CONTINENTAL PARTIES NOR ANY THIRD PARTY ADVERTISERS WILL BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGE, OR ANY OTHER DAMAGE, AND LOSS (INCLUDING LOSS OF PROFIT AND LOSS OF DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH YOUR VIOLATION OF THIS PROVISION. **YOU HEREBY WAIVE ANY RIGHT TO BRING ANY CLAIMS AGAINST CONTINENTAL RELATING ANY OF THE EXCLUSIONS FROM LIABILITY SET FORTH IN THIS SECTION.**

FOR THE AVOIDANCE OF DOUBT, THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN THIS THIS SECTION APPLY TO ALL FORMS OF LIABILITY, INCLUDING CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR OTHERWISE.

HOW DISPUTES BETWEEN CONTINENTAL AND YOU WILL BE RESOLVED

Without limiting, and subject to, Continental's rights under these Terms (including those set forth in the Section of these terms entitled "Termination"), by using the Services, you and Continental agree that: (1) if there is any controversy, claim, action, or dispute arising out of or related to your use of the Services, or the breach, enforcement, interpretation, or validity of these Terms ("**Dispute**"), both parties shall first try in good faith to settle such Dispute by providing written notice to the other party describing the facts and circumstances of the Dispute and allowing the receiving party 30 days in which to respond to or settle the Dispute; and (2) that the foregoing dispute resolution procedure is a condition precedent that must be satisfied before initiating any litigation or filing any claim against the other party except with respect to Company's right to seek injunctive relief as set forth in this Section.

Notice shall be sent:

(1) to Continental at:
VoicR App,
Business Unit Infotainment and Connectivity,
Continental Automotive Systems, Inc.,
21440 West Lake Cook Road,
Deer Park, IL 60010,

with copy to
Continental Automotive Systems, Inc.,
Law Department, One Continental Drive,
Auburn Hills, MI 48326;

(2) to you at: the contact information on file with Continental.

IF ANY DISPUTE CANNOT BE RESOLVED BY THE ABOVE DISPUTE RESOLUTION PROCEDURE, YOU AGREE THAT THE SOLE MEANS BY WHICH SUCH DISPUTE WILL BE DECIDED WILL BE BY BINDING ARBITRATION ON AN INDIVIDUAL BASIS ONLY. ARBITRATION ON AN INDIVIDUAL BASIS MEANS THAT YOU WILL NOT HAVE, AND YOU WAIVE, THE RIGHT FOR A JUDGE OR JURY TO DECIDE YOUR CLAIMS, AND THAT YOU MAY NOT PROCEED IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE CAPACITY. Other rights that you and we would have in court will not be available or will be more limited in arbitration, including discovery and appeal rights. All such Disputes shall be exclusively submitted to JAMS (www.jamsadr.com) for binding arbitration under its rules then in effect in Auburn Hills, Michigan, before one arbitrator to be mutually agreed upon by both parties.

The arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute arising under or relating to the interpretation, applicability, enforceability, or formation of these Terms, including any claim that all or any part of these Terms is void or voidable.

NOTWITHSTANDING THE FOREGOING, YOU ACKNOWLEDGE THAT ANY BREACH OR THREATENED BREACH OF THESE TERMS BY YOU WILL RESULT IN

IRREPARABLE HARM FOR WHICH DAMAGES WOULD NOT BE AN ADEQUATE REMEDY, AND, THEREFORE, IN ADDITION TO OUR RIGHTS AND REMEDIES OTHERWISE AVAILABLE AT LAW, COMPANY SHALL BE ENTITLED TO SEEK IMMEDIATE EQUITABLE RELIEF, INCLUDING INJUNCTIVE RELIEF, AS APPROPRIATE. IF WE SEEK ANY EQUITABLE REMEDIES, WE SHALL NOT BE PRECLUDED OR PREVENTED FROM SEEKING REMEDIES AT LAW, NOR SHALL WE BE DEEMED TO HAVE MADE AN ELECTION OF REMEDIES.

GENERAL TERMS

Representations, Warranties, and Covenants

If you submit User Content in connection with the Services, you represent warrant, and covenant that: (i) you own all intellectual property rights in the User Content; (ii) you have the right to publish the User Content; (iii) the posting and use of your User Content in connection with the Services does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iv) you agree to pay for all royalties, fees, and any other monies owed by reason of User Content you post on or through the Services; (v) you have the rights to grant all rights that you have agreed under these Terms to grant, including, for example, the User Content Licenses; (vi) you have the legal right and capacity to enter into these Terms in your jurisdiction; (vii) your activities with respect to the Services and the User Content are lawful in every jurisdiction where you access or use the Services and submit any User Content; (viii) if you are using the Services on behalf of a legal entity, you are authorized to enter into an agreement, including these Terms, on behalf of that legal entity; (ix) that you are a resident of the United States; and (xii) that you are not on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders.

Apple Devices

If you use the Services via an Apple device, you agree and acknowledge that:

- Apple, Inc. bears no duties or obligations to you under the Terms, including, but not limited to, any obligation to furnish you with Services related maintenance and support;
- You will have no claims, and you waive any and all rights and causes of action against Apple with respect to the Services or these Terms, including, but not limited to claims related to maintenance and support, intellectual property infringement, liability, consumer protection, or regulatory or legal conformance;
- Apple and Apple's subsidiaries are third party beneficiaries of these Terms, and upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary hereof; and
- You have reviewed the App Store Terms and Conditions located online at <http://www.apple.com/legal/itunes/us/terms.html#APPS> and that you shall comply with such terms.

Termination

We reserve the right to terminate the Services, or your access to the Services, or these Terms for any or no reason, without notice, at any time, and without liability to Continental. Without limiting the foregoing and by way of example only, (1) your failure to strictly follow these Terms may, in Continental's sole discretion, result in termination of your access to the Services or these Terms; and (2) if you violate the spirit of these Terms or otherwise expose Continental to potential liability, Continental may terminate your access to the Services and may terminate these Terms. If we terminate your access to the Services, these Terms terminate automatically except that those provisions of these Terms which, by their nature, are continuing shall survive. Upon termination of these Terms, all licenses and other rights granted to you in these Terms will immediately terminate or otherwise cease.

Continental Content

The Services contain content owned or licensed by Continental ("**Continental Content**"). Continental Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Continental, Continental owns and retains all rights in the Continental Content and the Services. You may not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Continental Content, and you may not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Continental Content. Continental may protect the Services by technological means intended to prevent unauthorized use of the Services. You agree you will not circumvent these means.

Contact Information

To contact Continental with any questions, complaints or claims with respect to the Services, you can reach Continental by e-mail at voicr@continental-infotainment.com.

Consent to Electronic Communications, Calls, and Messages

You agree that we may contact you or provide you with any required notices or other information concerning the Services by e-mail or other electronic means.

Indemnification of the Continental Parties By You

You agree to defend, indemnify and hold harmless the Continental Parties from and against any claims, liabilities, damages, losses, and expenses, including without limitation, reasonable attorneys' fees and costs, for third party claims or allegations arising out of, related to, or in connection with (including as a result of your direct activities on the Services, those conducted on your behalf, those conducted at your request, or those otherwise attributable to you): (i) your User Content or your access to or use of the Services; (ii) your breach or alleged breach of these Terms; (iii) your violation or alleged violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right;

(iv) your violation or alleged violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or (v) any misrepresentation or alleged misrepresentation made by you. You shall not settle any claim relating to the Services without the prior written consent of Continental. Continental reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you. In such case, you agree to pay all costs and expenses associated such defense, including reasonable attorneys' fees. In such cases, you will cooperate as fully required by Continental in the defense of any claim at your sole cost and expense.

Claims Time Limitation

You agree that any dispute you may have arising out of or related to your relationship with Continental must be filed within one year after such claim arose; otherwise, your claim is permanently barred. For the avoidance of doubt, you hereby waive any such claim.

Export Restrictions & Legal Compliance

The Services are only available for use by residents of the United States of America (the "U.S."). Further, you understand and acknowledge that you may not use the Services in countries, or any other jurisdictions, outside of the U.S. You agree to abide by U.S. and other applicable export control and import laws and not to transfer the Services to any country or person prohibited under such laws. Further, you acknowledge that the Services may include encryption capabilities that may be subject to export, import, and/or use controls under U.S. and other Applicable Laws. Accordingly, and without limiting the foregoing, in no event may the Services (including, for the avoidance of doubt, any of the underlying information and technology, and/or any support services) be downloaded or otherwise exported, transferred, or re-exported (i) into (or to a national or resident of) Cuba, North Korea, Iran, Syria, Sudan, the Crimea region of the Ukraine, or any other country or national of a country which the U.S. has embargoes, sanctions, or other export restrictions; or (ii) to any person or entity prohibited by the U.S. Government, including but not limited to persons and entities on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Denied Parties List or Entities List.

Governing Law

These Terms are governed by and construed in accordance with the laws of the state of Michigan, without giving effect to any principles of conflicts of law AND WILL SPECIFICALLY NOT BE GOVERNED BY THE UNITED NATIONS CONVENTIONS ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, IF OTHERWISE APPLICABLE.

Severability; Waiver

If any provision of these Terms is held to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions, and the remaining

provisions of the Terms will remain in full force and effect. Continental's failure to insist upon or enforce strict performance of any provision of these Terms will not be construed as a waiver of any provision or right. No waiver of any of these Terms will be deemed a further or continuing waiver of such term or condition or any other term or condition.

Entire Agreement

These Terms constitute the entire agreement between you and Continental and governs your use of the Services, superseding any prior agreements between you and Continental. You may not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of Continental. Any purported assignment or delegation by you without the prior written consent of Continental will be null and void. Continental may assign these Terms or any rights hereunder without your consent. Neither the course of conduct between the parties nor trade practice will act to modify the Terms. These Terms do not confer any third-party beneficiary rights.

No Joint Venture

These Terms and your use of the Services, including the submission of User Content in connection with the Services, do not create, and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship in any way and of any kind between you and Continental.

Full Consideration

Your use of the Services in full compliance with these Terms is intended for your enjoyment and benefit and the provision of the Services to you constitutes the sole and sufficient consideration that you are entitled to receive for any User Content or other contributions you have made to the Services. Notwithstanding anything to the contrary in these Terms, you are entitled to no separate consideration apart from the consideration described in the preceding sentence.

Territorial Restrictions

The information provided within the Services is not intended for distribution to or use by any person or entity outside the United States. We reserve the right to limit the availability of the Services or any portion of the Services, to any person, geographic area, or jurisdiction, at any time and in Continental's sole discretion, and to limit the quantities of any content, program, product, service or other feature that Continental provides. Notwithstanding the foregoing, you are responsible for ensuring that your use of the Services is not contrary to the law or regulation of the jurisdiction or country in which you are using the Services, or would subject Continental to any registration requirement within such jurisdiction or country.

Survival

All Terms provisions that are by their nature continuing will survive the termination of these Terms.

Miscellaneous

Except in the Limitation of Liability Section, any reference to “may not” in these Terms means the corresponding action or omission is not permitted either directly, indirectly, personally, through any other person, or via any other means, and that you shall not undertake such corresponding act or omission. For the avoidance of doubt, Continental will have no liability in connection with Continental taking any actions that it has the right to take under these Terms. Continental may perform any of its obligations or exercise any of its rights under these Terms using independent contractors, subcontractors, and other non-employees performing or acting on behalf of Continental or at Continental’s request (collectively, “Contractor/Agents”). All actions taken under or in connection with your account, whether by you or by any other person or entity, are attributable to you under these Terms