

## THOR CONNECTED SERVICES TERMS OF USE

These THOR Connected Services Terms of Use ("**Terms**" or "**User Agreement**") are a binding agreement between you ("**End User**", "**you**", and "**your**"), THOR Industries, Inc. and the THOR Company which provides Services (as defined below) to you. For the purposes of this Agreement, THOR Industries, Inc. and each of its principal North American recreational vehicle operating subsidiaries (namely, Airstream, Inc., Cruiser RV, LLC, DRV, LLC, Heartland Recreational Vehicles, LLC, Jayco, Inc. (including its divisions Entegra Coach, Highland Ridge RV, and Starcraft RV), Keystone RV Company (including its divisions Dutchmen and CrossRoads RV), K. Z., Inc. (including its division Venture RV), Thor Motor Coach, and Tiffin Motorhomes, Inc.) are THOR Companies. When we reference "**we**", "**our**", or "**us**", we are referring to the specific THOR Company which is providing the Services to you.

These Terms apply to the following Services we offer or provide for use in connection with our Connected Services-related recreational vehicles (the "**Products**" or "**RVs**") and mobile applications. For these purposes, the "**Services**" are: "**Mobile Apps**" (software which may be downloaded onto your compatible smart phone or tablet ("**Devices**") for use in connection with the Product(s)); "**App Content**" (certain information, visual, audio, text, and works and content provided via Mobile Apps and/or a RV and its systems); "**Location Based Services**" (information and features provided in relation to the location of your RV or Device); "**Product Software**" (software embedded in the Products that is licensed or owned by THOR Industries, Inc. and/or its affiliates); and "**Connected Vehicle Services**" (monitoring and control of certain connected RV components via Bluetooth Low Energy connection and/or an Internet connect over LTE, other services we offer specifically in connection with certain Product features and certain associated data transmission, connectivity, and cloud services).

Your access and use of the Services is subject to these Terms; our Privacy Policy (<https://www.thorindustries.com/privacy-policy>) ("**Privacy Policy**"); the manual, instructions, and other documentation which are provided with your RV; any applicable service provider terms; any applicable end user license agreements; and any other documents incorporated herein by reference.

BY SETTING UP AN ACCOUNT WITH US, DOWNLOADING, USING OR ACCESSING THE SERVICES, OR BY OTHERWISE GIVING CONSENT WHEN REQUESTED, YOU AGREE TO THESE TERMS, WHICH MAY BE AMENDED AT ANY TIME BY POSTING THE AMENDED TERMS ON WWW.THORINDUSTRIES.COM. ANY AMENDED TERMS WILL BE AUTOMATICALLY EFFECTIVE IMMEDIATELY AFTER POSTING. Your continued use of the Services after any modifications to these Terms constitutes your acceptance of the Terms as modified. We reserve the right to terminate or suspend your use of the Services if you do not comply with these Terms, or for any other reason we determine, in our sole discretion, consistent with law. We reserve the right to discontinue Services, programs or Products or change specifications at any time without prior notice and without incurring any obligations to any party.

### 1. Scope of these Terms of Use

- 1.1. These Terms apply to the Services we offer or provide for use in connection with our Connected Services-compatible RVs and Mobile Apps. Not all Services and features are available in all markets, in all Products, or at all times. Connected Vehicles Services are available in select RVs fitted with Connected Vehicle System hardware components designed to enable Connected Vehicle Services functions ("**CV Hardware**"). Certain Location Based Services are available in select RVs fitted with compatible GPS hardware.
- 1.2. The Mobile Apps are available in the app stores ("**App Stores**") of various store operators so that you can install the Mobile Apps on your compatible Device. The licensor for the use of the Mobile Apps is exclusively THOR Industries, Inc. and not the operator of the respective App Store. Your Device must meet the minimum requirements provided in the Product owner's manual, instructions, and other documentation and displayed in connection with the Mobile App in the App Store.
- 1.3. The exact name of the Services may vary based on the THOR Company providing the Services.

- 1.4. The Services are intended for access and use in the United States. Access and use of the Services outside of the United States may be restricted and may not be legal by certain persons or in certain countries. If you access or use the Services from outside the United States, you are responsible for compliance with local laws.
- 1.5. We reserve the right to alter Product and Services offerings, specifications, and pricing at any time and without notice. We are not responsible for typographical or graphical errors that may appear in these Terms or in related documents.
- 1.6. Proper functioning and availability of certain Services requires the transmission and reception of data through third-party devices, networks, and service providers, including cellular networks, GPS, your WiFi network, and your Devices. We have no control and are not responsible for any third-party devices, networks, or services, or for compatibility and proper configuration thereof with the Products and Services. We are not responsible for any unreliability or unavailability of the Services due to factors beyond our control, including the unavailability, delay, or interruption of such third-party devices, networks, and services.
- 1.7. Your access and use of the Services is also subject to applicable Service Provider terms. A “**Service Provider**” is a third party which facilitates delivery of the Services. Service Providers may include: wireless carriers, software and technology providers, content suppliers, licensors, App Stores providing Mobile Apps, distributors, and dealers. Access to certain Services may require downloading software or other materials or agreement to additional terms and conditions. Unless otherwise provided by those additional terms and conditions, they are hereby incorporated into these Terms.

## 2. Creation of a user account

- 2.1. In order to use the Services in accordance with these Terms you must:
  - Download and install the Mobile App on your Device; and
  - Create a user account through the Mobile App.
- 2.2. The RV-specific functionalities of the Services become available after you link or “pair” your user account to your Connected Vehicle Services enabled RV. See **Section 4** below.
- 2.3. To create an account you will need to take the following steps:
  - Enter your personal data in the Mobile App registration form, including your e-mail address;
  - Review the accuracy of the information you entered, check the box confirming you agree to the Terms of Use and Privacy Policy, and click the “Create Account” button. You can correct your information at any time in settings under your user account;
  - Accept these Terms of Use and click the “**Create user account**” button. You may access these Terms of Use at any time via your user account.
- 2.4. You represent and warrant that: (a) all of the information you provide in connection with your registration is true and accurate; (b) you will maintain the accuracy of such information; and (c) your use of the Services and Products will not violate any applicable law or regulation. We, in our sole discretion and without notice, may terminate, restrict, or modify your account at any time.
- 2.5. You must keep your account details secure and must not share them with anyone else. The Services may enable use, monitoring, and control of your RV, and failure to protect your username, password, and other credentials may permit others to monitor your RV (including, if offered as part of the Services, audio and video inside and outside of the RV), determine the precise geolocation of the RV, control various systems, and/or gain access. We will not ask you for your password. You must notify us immediately in the event you determine or suspect unauthorized account access or other breach of security has occurred by sending an email to [privacy@thorindustries.com](mailto:privacy@thorindustries.com) or by call us at Tel: (574) 970-7460. You may be liable to us in the event unauthorized use of your account or passwords results from your failure to comply with these obligations, and we will not be liable for any loss or damage resulting from your failure to comply with these obligations.

### 3. Use of the Services

3.1. The feature functionality of the Services varies depending on the make and model of your RV and the type of CV Hardware installed in your vehicle, if any. Use of the Mobile App to access certain content does not require the use of RV-embedded CV Hardware. Other Services, such as access to certain location-based services and monitoring and control functions require CV Hardware embedded in your RV. To access the full suite of services available through the Services, including the ability to control and monitor certain connected components in your RV, you must have the following:

- CV Hardware providing control and monitoring functions installed in your RV;
- an RV with a connection ("**connectivity**") for data exchange between the CV Hardware and the Connected Vehicle cloud server;
- a functional Device compatible with the Mobile App onto which you downloaded and installed the Mobile App;
- an Internet connection or other compatible paired connection between your Device with the downloaded Mobile App and the CV Hardware in the RV;
- a user account created by you through the Mobile App and linking your RV with your account in accordance with these Terms.

3.2. The Services may only be used for its intended purpose. Use for illegal purposes is strictly prohibited.

3.3. You are responsible for using the Services properly, legally and in accordance with these Terms. In connection with the CV Hardware, you are responsible for and agree to indemnify us for use by the primary user and all co-users who have received their right of use from the primary user.

3.4. You are obligated to ensure the following:

- Each user may register only with true and valid registration data.
- Each user must keep his or her registration data up to date.
- Access rights for users who are no longer authorized to use the Services, the connected RV, or the user account must be deactivated immediately.
- User passwords must be kept secret and protected from unauthorized access.
- Each user or co-user is advised of, and agrees to comply with, these Terms and our Privacy Policy. You are responsible for all users and co-users' use of the Services.

### 4. User Accounts, Primary Users and Co-Users, Linking to the RV

4.1. In order to fully use the Connected Vehicle Services in your RV, you must pair your RV to your user account. The Services provides the corresponding functionalities for this purpose.

4.2. In connection with the CV Hardware, there is one primary user for each RV. The owner of the CV Hardware-equipped RV or the person authorized by the owner to use the RV with the Services as the primary user is registered as the primary user during pairing. Primary users must be 18 years of age or older and have full legal capacity. Each RV can be assigned to only one primary user. In the event of resale of the vehicle, **Section 12** below shall apply.

4.3. In connection with the CV Hardware and subject to these Terms, the primary user may also allow other persons who are at least eighteen (18) years of age and have full legal capacity to use the Services. For this purpose, the primary user can grant user rights to co-user(s) for the RV up to a maximum of 99 co-users. These co-users can use those functionalities of the Services that the primary user has enabled for the co-user. The primary user may withdraw the user rights granted to the co-user at any time. The user rights of a co-user are automatically revoked if the user account of the primary user is deactivated or the link to the RV in question is dissolved. In the event of conflicting demands, the command from a user to the Services that was last received by the linked RV, regardless of whether the command originates from a primary user or a co-user, will control.

4.4. You are responsible for the actions taken through your user account. The primary user is also responsible for the actions performed by a co-user. The primary user shall pay the costs, if any, caused by a co-user or incurred by the co-user through use of the Services.

## **5. Costs of Service Provider Charges and Mobile Data Connections**

With the exception of the connectivity provided through a Connected Vehicle Services subscription associated with your RV (see **Section 8**), you are responsible for any access or data fees incurred from Service Providers and other third parties (such as your Internet provider or mobile carrier) in connection with your use of the Services (including the costs of the mobile phone connections required to use the Services by means of the Mobile App).

## **6. Third Party Materials**

The Services may display, include, or make available third-party content or provide links to third-party websites or services, including through third-party advertising (“**Third Party Materials**”). Third Party Materials and links thereto are provided solely as a convenience to you, and you access and use them entirely at your own risk and subject to such third parties’ terms and conditions. You acknowledge and agree that we are not responsible for Third Party Materials. We do not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials.

## **7. Updates and Adaptation Rights**

7.1. We may, but are not obligated to, update or otherwise change the software and/or firmware associated with the CV Hardware from time to time (“**Updates**”). Updates may include upgrades, patches, fixes, implementation of improvements to information security, and/or additions, modifications, and/or removal of features. You agree that we and our Service Providers may remotely make software and firmware Updates without your further consent. The CV Hardware may receive software and firmware Updates over-the-air (“**OTA**”) (and as long as) and RV is connected to shore power and the CV Hardware is able to connect to the connected vehicle cloud services via the embedded modem. In the event your RV does not have connectivity or connectivity is terminated, you must obtain Updates through an authorized dealer or service provider at your expense. You agree to promptly download and install all Updates and acknowledge and agree that the Services or portions thereof may not properly operate should you fail to do so. All Updates are deemed part of the Services and are subject to these Terms.

Do not disconnect your RV from shore power or otherwise shut off power to the CV Hardware while an Update is being applied.

7.2. Apart from Updates pursuant to **Section 7.1**, we reserve the right to make changes to the Services, *i.e.* to further develop the Services at any time and to add, change or remove individual functions.

## **8. Contract Duration and Termination; Deletion of Inactive User Accounts**

8.1. In addition to the requirements in **Section 3**, in order to use the Services, you must have an active account with us created via the Mobile App. We currently provide the Services at no additional charge. We reserve the right to introduce a required payment to access some or all of the Services and/or to change the pricing associated with the Services. We will provide you with at least thirty (30) days notice prior to implementing any paid access requirement or price change in relation to the Services. You will not be automatically enrolled in a paid subscription.

8.2. You may cancel the Services and terminate this Agreement at any time by deactivating your user account. You acknowledge and agree that upon cancellation or termination of Services, we may continue to provide, but will not be obligated to provide, OTA Updates to the CV Hardware in your RV, if applicable.

8.3. We may terminate this User Agreement and the End User relationship upon notice or immediately in the event of a breach of terms of this User Agreement.

8.4. We reserve the right to deactivate user accounts in which no user has logged in for a period of more than two years (“**inactive accounts**”) and to delete them within a period of another three months after deactivation.

- After deactivation, you will no longer be able to log in to the user account; however, you may reactivate your user account at any time by completing the registration process again using the e-mail address and username you provided in your user account (see **Section 2** above).
- After deletion, it is no longer possible to reactivate a user account; in this case, you must apply for a new user account.
- We shall provide notice of the imminent deletion of an inactive user account within a period of three (3) months before the deletion using the contact information we have on file for you.
- The information about the upcoming deletion will be sent to the e-mail address that you specified in connection with your user account.
- User accounts for which we provide a chargeable Service will not be deactivated or deleted as long as you continue timely paying all applicable fees.

## **9. Availability**

9.1. We may occasionally need to carry out repairs, maintenance, or introduce new facilities and functions. We reserve the right, temporarily or permanently, in whole or in part, to modify, suspend, or discontinue the Services without notice for any reason without liability to you, except when prohibited by applicable law.

9.2. In addition, you acknowledge that the Services are provided over the Internet and mobile networks and so the quality and availability of the Services may be affected by factors outside our reasonable control. Accordingly, we do not accept any responsibility for any connectivity issues that you may experience when using the Mobile App or other Services. In addition, you acknowledge and agree that you (and not us) are responsible for obtaining and maintaining all telecommunications, broadband, and computer hardware, equipment and services needed to access and use the Services, and for paying any data charges that may be charged to you by your network provider in connection with your use of the Services (including data transmitted to or transmitted from us automatically when the CV Hardware is connected to the Internet or when your Services is otherwise active).

## **10. Use of Location Data**

Use the Services may require the processing of location data of the Device and the CV Hardware in your RV. You are advised, however, that this location data does not always convey the exact location of the Device or the RV fitted with the CV Hardware. **THE SERVICES MUST THEREFORE NOT BE USED FOR PURPOSES DEPENDENT UPON THE PRECISE LOCATION OF YOUR RV SUCH AS ACCESS TO EMERGENCY SERVICES.**

## **11. Your Responsibilities for Safe Operation**

11.1. You are solely responsible for all activity occurring under your account and for any use of the Services in your RV, even if you are not the one using it, and even if the use is unauthorized. You are also solely responsible for the Services requested by you, or by anyone using your RV in connection with the Services.

11.2. You recognize your obligation to drive responsibly and keep attention on the road. You will read and abide by the operating instructions of the RV and the Services particularly as they pertain to safety, and you agree to assume any risk associated with the use of the RV and Services. The Services are not intended to be used when driving or towing the RV. **DO NOT USE THE SERVICES WHILE DRIVING AS SUCH USE MAY DISTRACT YOUR ATTENTION FROM THE ROAD AND MAY RESULT IN SERIOUS INJURY TO YOU OR OTHERS.** Additionally, some functions of the Services may operate features of the RV which are intended for use only when in a stationary position (for example, the extension of awnings or operation of a leveling system) and may result in serious damage or injury if used while in motion.

- 11.3. Before using the Services, read and follow all instructions and safety information provided in the owner's manual, instructions, and other documentation provided with your RV and safety information ("**Instructions**") provided with your RV and the Services before using the Services. Additional and updated Instructions may be obtained via the website of the THOR Company which produced your RV or through its customer service team. Not following precautions found in the Instructions can lead to accidents or other serious injuries. You also agree to provide the Instructions to each person who will use the Services prior to his or her first use. The Instructions were included with your RV at purchase.
- 11.4. You agree to use the Services in compliance with all applicable laws, regulations, and ordinances. You agree you will not abuse or do anything to damage our business operations, services, reputation, employees, or facilities.
- 11.5. The Services is not intended to be used, and should not be relied upon, to contact emergency services. Always use other means to contact local authorities or emergency services operators in the event of an emergency.

## 12. Selling or otherwise Disposing of the RV

Use of the Services is specific to the RV which the End User has paired to a Device and is subject to these Terms. IMPORTANT: In the event you no longer possess or own your RV, as a result of sale, loss, theft, or otherwise (a "**Vehicle Disposal Event**"), you must: (a) unpair your Device from the RV and (b) use the Mobile App to cancel any subscription associated with the Services and remove the RV from your account. You will continue to be responsible for unauthorized account access or activities and/or subscription fees (if any) due to failure to unpair your Device, cancel your subscription (if any) and disassociate your RV from your account upon a Vehicle Disposal Event. You also agree to notify the subsequent owner of the RV of these Terms.

## 13. Suspension or Termination of Access

We reserve the right to suspend, block, or otherwise terminate your access to the Services and your user account in the event of a breach of these Terms.

## 14. Intellectual Property Rights and End User License Agreement

- 14.1. **Reservation of Rights.** The Services are licensed, not sold, to you. You acknowledge you do not own the Services, and you do not acquire any rights with respect to the Services unless expressly granted in accordance with these Terms. The Services, and all software, information, visual, audio, text, and works and content included therein and/or the RV and its systems ("**Content**") and all worldwide intellectual property rights therein (including copyrights, trademarks, patents, database rights, and trade secrets) ("**Intellectual Property**") are owned by THOR Industries, Inc., its affiliates, or its third-party licensors. You do not acquire any ownership interest in the Services or Content under these Terms or any other rights thereto other than to use the Services and Content in accordance with the license granted, and subject to all terms, conditions, and restrictions, under these Terms. THOR Industries, its affiliates, licensors, and Service Providers reserve and shall retain their entire right, title, and interest in and to the Services and Content, including all Intellectual Property rights therein or relating thereto, except as expressly granted to you in these Terms.
- 14.2. **License Grant.** Subject to these Terms, and strictly in accordance with any applicable Instructions and Service Provider terms, we grant you a limited, non-exclusive, and non-transferrable right (without the right to sub-license) to:
- use and access the Services by using the Mobile App in connection with the use, control, and monitoring of any Product you are authorized to own, use, or control; any feature or Services we provide in connection with such Product; or otherwise accessing any of the Services expressly provided by us for your use (each a "**Permitted Purpose**");
  - download, install, and use any Mobile App on a Device that you own or control and use to access the Services and Content in connection with a Permitted Purpose, provided that, with respect to

Mobile Apps downloaded from the Apple App Store, we further grant you a non-exclusive, non-transferrable right to download, install, and use the Mobile App on any Apple-branded mobile devices associated with your account that you own and control as permitted by the usage rules set forth in the App Store Terms of Service, except that the Mobile App may be accessed, acquired, and used by other accounts associated with you via Apple's Family Sharing or volume purchasing programs; and

- access, stream, download, and use on such Device(s) Content and other features included provided through or in connection with the Services.

14.3. **Limitations.** You may not either directly or indirectly, with respect to the Services or Content: (a) make unauthorized copies; (b) modify, adapt, or otherwise create derivative works or improvements; (c) reverse engineer, decompile, disassemble, decode, or otherwise attempt to derive or gain access to the source code; (d) remove, alter, or obscure any trademarks or any copyright, trademark, patent, or other Intellectual Property rights notices; (e) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Content, or any features or functionality of the Services or Content, to any third party for any reason, including by making the Services or Content available on a network where it is capable of being accessed by more than one device at any time; or remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Services or Content.

14.4. **Open Source Software.** The Services may contain or be used in connection with content or software subject to open source or free software licenses ("**Open Source Software**"). The Open Source Software is not subject to the terms and conditions of this Agreement. Instead, Open Source Software is subject to the terms of the end user license which accompanies such software. Nothing in this User Agreement limits your rights under, or grants you rights which supersede, the terms and condition of any Open Source Software end user license which may apply. For a list of Open Source Software contained in or used in connection with providing you the Services, see [www.thorindustries.com/legal](http://www.thorindustries.com/legal).

14.5. **Mobile App.** The provider and licensor of the Mobile App is:

THOR Industries, Inc.  
Attn: IT Department  
601 E Beardsley Ave,  
Elkhart, IN 46514  
Tel: (574) 970-7460

E-Mail: [Privacy@THORIndustries.com](mailto:Privacy@THORIndustries.com)

THOR Industries, Inc. is responsible for the Mobile App. The App Store from which you downloaded the Mobile App is not responsible for the Mobile App or the Content. You agree to address any questions, complaints, or concerns regarding the Mobile App solely to the licensor and not to the applicable App Store from which you downloaded the Mobile App. You acknowledge that the App Store has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile App. You further acknowledge that the licensor, and not the App Store, is responsible for addressing any product claims you may have related to the Mobile App. You further agree that the licensor, and not the App Store, is responsible for investigating, defending, settling and discharging any third-party infringement claims related to the Mobile App. You acknowledge and agree that if you downloaded the Mobile App from the Apple App Store, Apple and its subsidiaries are third party beneficiaries of the Terms, and that, upon your acceptance of the Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce the Terms against you as a third party beneficiary thereof.

## 15. Your Content

We may enable you to use or post your own text, photos, videos, or other content through the Services (“**Your Content**”). By using or posting Your Content in connection with the Services, you automatically grant us an irrevocable, perpetual, fully paid, worldwide, royalty-free, license to publish, copy, transmit, and otherwise use Your Content in connection with the Services. We may sublicense these rights. You represent and warrant that Your Content is your own original creation; you have all rights necessary to use or post Your Content in connection with the Services; and such use or posting will not infringe upon the rights of any third parties. You further agree that you will not use or post any content, data, or code which is obscene, which violates the rights of others, which may interrupt, impair, or damage the Services, or which in any way violates these Terms, the Privacy Policy, or any other terms, guidelines, or policies posted or provided to you by us.

## **16. Product Support**

Please refer to the Instructions provided to you with your RV and the Services for Product support. Should you have any questions concerning the Services, or if you desire to contact us for any other reason, please refer to the customer service contact information provided in the Instructions.

## **17. Equipment**

The CV Hardware and related connectivity and communication systems embedded in your RV are installed by trained technicians. You should only have the system repaired or serviced by trained technicians approved by an authorized service provider. Any attempt to modify, repair, add equipment to, or remove these systems may impair the Services, damage the system, and may void your warranty with respect to the CV Hardware and related components.

## **18. Disclaimer of Warranties**

THE SERVICES ARE PROVIDED “AS IS” AND WE HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WE MAKE NO WARRANTY OF ANY KIND THAT THE SERVICES OR THE USE THEREOF WILL MEET YOUR OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. THERE ARE NO WARRANTIES OTHER THAN THOSE LIMITED WARRANTIES EXPRESSLY PROVIDED, IF APPLICABLE, TO PURCHASES OF NEW RECREATIONAL VEHICLES PRODUCED BY THOR COMPANIES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

## **19. Limitation of Liability**

19.1. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR OUR AFFILIATES, OR ANY OF OUR OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, HAVE ANY LIABILITY ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE APPLICATION OR SERVICES FOR: (a) PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES; OR (b) DIRECT DAMAGES IN AMOUNTS THAT IN THE AGGREGATE EXCEED THE AMOUNT ACTUALLY PAID BY YOU FOR THE CONNECTED VEHICLE SERVICES.

19.2. THE FOREGOING LIMITATIONS WILL APPLY WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



19.3. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OTHERWISE SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

19.4. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU.

## **20. Indemnification**

You agree to indemnify, defend, and hold us and our officers, directors, employees, agents, affiliates, successors, and assigns harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to your use or misuse of the Services or your breach of this User Agreement.

## **21. Export Regulation and Legal Compliance**

The Services may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Services to, or make the Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Services available outside the U.S. You represent and warrant that you are not located in a region that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" region. You further represent and warrant that you are not listed on any U.S. Government list of prohibited or restricted parties.

## **22. U.S. Government Rights**

The Services are commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the U.S. Government or any contractor therefor, you receive only those rights with respect to the Services as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

## **23. Trademarks**

All rights reserved. All trademarks logos, trade dress, and service marks ("**Marks**") displayed on or in connection with the Services are the property of THOR Industries, Inc., its affiliates or licensors. You are not permitted to use any of the Marks without our prior written consent.

## **24. Severability**

If any provision of this User Agreement is illegal or unenforceable under applicable law, the remainder of the provision will be amended to achieve as closely as possible the effect of the original term and all other provisions of this User Agreement will continue in full force and effect.

## **25. Jurisdiction and Venue**

This User Agreement is governed by and to be construed in accordance with the laws of the State of Indiana regardless of the principles of conflicts of laws which may require the application of the laws of another jurisdiction. Any legal actions arising from or relating to this User Agreement must be brought in the State Courts of Elkhart County, Indiana or the Federal District Court with jurisdiction over Elkhart County, Indiana. Notwithstanding the foregoing, in the event the THOR Company providing the Services to you is Airstream, then these Terms shall be governed by and construed under the laws of the State of Ohio. You and Airstream submit to the jurisdiction of the State Courts of Shelby County, Ohio and the United States District Court for the Southern District of Ohio, Dayton Division in the event of any dispute arising out of these Terms and/or any breach thereof.

## **26. Collection and Use of Your Information**

You acknowledge that by using the Services, we may use automatic means (including, for example, cookies and web beacons) to collect information about your Device, your use of the Mobile App, or your use of the Services. You also may be required to provide certain information about yourself as a condition to using the Services or certain of its features or functionality, and the Mobile App may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the Services is subject to our Privacy Policy available at <https://www.thorindustries.com/privacy-policy>. By using the Services and/or providing information to or through the Mobile App, you consent to all actions taken by us with respect to your information in compliance with the then-current version of the Privacy Policy.

## **27. Consent to Communications**

**27.1 Communications from Us.** You consent to receiving electronic communications from us regarding your account by creating an account, enrolling in a subscription, or accessing or using the Services. You agree that any such communications from us will satisfy any legal requirements, such as that notice be provided to you in writing. You also consent to receiving promotional messages, offers, surveys, and requests electronically. For more information as to how we communicate with you, please review our Privacy Policy at <https://www.thorindustries.com/privacy-policy>.

**27.2. Communications via the Services.** By receiving, accessing, or using the Services, you consent, individually and on behalf of any others who use or occupy the RV to wireless communication being conducted in your RV to enable us and our Service Providers to deliver the Services. You agree that we may contact you by email, through the Mobile App, or by telephone at any number we have on file for you, even if doing so may result in additional telecommunications fees or charges to you, to discuss your account, offer unsolicited promotions, or to deliver Services.

**27.3. Contact Preferences; Your Information.** You may manage your contact preferences, opt out of non-transactional electronic communications, or review, modify, correct, or update the personal information you provide to us or at any time through the Mobile App or by contacting us with your request at [privacy@thorindustries.com](mailto:privacy@thorindustries.com) or in any other manner provided in these Terms or the Privacy Policy.

## **28. Entire Agreement**

This Agreement, together with any other documents incorporated herein by reference, constitutes the entire agreement between you and us with respect to the Services and supersedes all prior or contemporaneous understandings and agreements, whether written or oral, with respect to the Services.

## **29. Waiver**

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

Effective August 1, 2024