

## TERMS OF SERVICE

Tail Light, LLC (Tail Light) Terms of Service

### IMPORTANT CUSTOMER INFORMATION

Effective Date: December 17, 2018

Welcome to the Tail Light family and congratulations on enrolling in the Tail Light Service, ("Service(s)", "Tail Light Service(s)" or the "Program") and/or receipt of your new Tail Light Adapter ("Tail Light Adapter" or "Adapter"). These Terms of Service provide you with important information about the Tail Light Service and the conditions that apply to your use of the Service.

Your use of the Tail Light Service is subject to these Terms of Service. You can find additional information regarding the Tail Light Service and features at [taillight.com](http://taillight.com) ("Website").

When you accept these Terms of Service during our enrollment process or when you access or use the Tail Light Service, you are indicating that you have read, understand and agree to be bound by these Terms of Service. If you do not agree with any of these Terms of Service, then you should decline these Terms of Service during our enrollment process or other methods we make available to you. You are not permitted to access or use any of the Services if you do not accept these Terms of Service. Please select "Download Terms of Service" below if you would like to download a copy of these Terms of Service.

**PRIVACY:** Tail Light takes your privacy very seriously. The complete Tail Light Privacy Policy may be found in the Tail Light App menu item noted as "Privacy". The Tail Light Privacy Policy describes the information collection and use practices applicable to the Tail Light Service.

Privacy-sensitive users of wireless communications are cautioned that the privacy and/or security of any information sent via wireless cellular communications cannot be assured. Third parties may unlawfully intercept or access transmissions and private communications without your consent.

**REQUIREMENTS FOR THE SERVICE:** The Tail Light Service offers one or more plan options. Some plans utilize an on-board diagnostics device (the "Adapter") that plugs into your vehicle's on-board diagnostics port ("OBD II"). The Adapter must be installed in your vehicle (e.g., by the dealership from whom you purchased the vehicle) to receive the benefits associated with the Adapter. More details regarding the use of the Adapter are provided below. To fully utilize all of the service features, all plans require you to download the Tail Light Mobile Application ("Tail Light App" or "App"), which is available for download at the iTunes store or Google Play. You will need Internet access and an Apple or Android smartphone or tablet device to download the App.

**SERVICE FEATURES:** The Tail Light Service consists of a collection of features ("Service Features"), including certain wireless vehicle services as described in these Terms of Service, on the Tail Light Website, within the Tail Light App, or other marketing materials. These Service Features are provided by us, our affiliates or other third parties, including wireless service providers, equipment and software manufacturers, distributors, licensors, dealerships, content providers and any other person or entity who provides any service, equipment, content, feature or facilities in connection with the Tail Light Service (our "Service Partners"). The Service Partners that provide, or assist in the delivery of, the Service Features may change over time. We also may make certain changes to the materials and Service Features available through the Tail Light Service, which will be made available on our Website. For details regarding these Service Features, see [taillight.com](http://taillight.com), or the marketing materials provided by the dealership where you purchased your vehicle or received the Adapter. Below is a summary of the Service Features that may be available to you, depending on the plan option provided to you through the dealership from whom you purchased your vehicle, and/or through Tail Light.

**Vehicle Diagnostics:** The vehicle diagnostics service monitors the on-board diagnostics of your vehicle and will provide any vehicle Diagnostic Trouble Code(s) (DTC(s)), and supplemental information, that may relate to the illumination of a vehicle warning light. We make this Service Feature available using data collected by the Tail Light Service while the Adapter is properly installed in your vehicle. Any DTC information provided by the Tail Light App is for informational purposes only and is not intended to prevent any mechanical or performance issues with your vehicle. You understand that the Tail Light Service does not provide all DTCs and does not report all conditions that may affect the operation of your vehicle. In addition to the other limitations on liability in these Terms of Service, you agree and acknowledge that Tail Light is not liable for any performance or mechanical issues relating to your vehicle.

**Location-Based Services:** Some Service Features are based on tracking your vehicle's location. We make these Service Features available using data collected by the Tail Light Service while the Adapter is properly installed in your vehicle. Data collected by the Tail Light Service may include information about your vehicle's use, operation, location, performance, speed, braking and other driving behavior information, and by enrolling in the Tail Light Service, you agree that Tail Light may collect such information as part of the Service. **IN ADDITION TO OTHER PROVISIONS OF THESE TERMS OF SERVICE WITH REGARD TO OTHER USERS, IT IS YOUR RESPONSIBILITY TO NOTIFY EVERYONE WHO USES OR OCCUPIES YOUR VEHICLE THAT LOCATION AND DATA COLLECTION FEATURES ARE ACTIVE AND ALLOW YOU TO ACCESS INFORMATION ABOUT THE VEHICLE, INCLUDING ITS LOCATION.**

The Tail Light Service provides regular updating route details. Please note that under normal circumstances, it may take a few minutes for location-based detail from your vehicle to be transmitted to the Tail Light App. If the Adapter experiences a loss of wireless service, then no data will be transmitted until the Adapter recovers wireless data coverage.

**Impact Notification:** If the Adapter detects sudden deceleration or other similar events that could be indicative of a collision or other accident, the Service is designed to provide certain

notification to Service user(s) in such cases. NOT ALL COLLISIONS WILL BE DETECTED BY THE SERVICE, OR THE ADAPTER MAY FAIL TO REPORT ANY IMPACTS DUE TO DISCONNECTION, LOSS OF POWER, PHYSICAL DAMAGE, LOSS OF GPS, OR LOSS OF WIRELESS COVERAGE.

**SUBSCRIPTION:** Your Service will commence on the date you purchased the new or used vehicle associated with your Tail Light Service. Depending on the Service option selected by the dealership, the Tail Light Service (a) may be provided to you at no additional charge, (b) may require payment(s) to the dealership (the terms of which will be disclosed to you by the dealership), or (c) for those plans that utilize the Adapter, will require a data subscription.

A data subscription for the Tail Light Service is automatically included at no additional charge with each Adapter. At the end of the initial data subscription period, you may elect to renew the subscription through the Tail Light App. The price, any applicable taxes, and payment and other terms will be disclosed to you before you purchase an additional subscription, and such payment and other terms are part of these Terms of Service.

If you are the person who has enrolled your vehicle to the Tail Light Service, you are the primary account holder. The primary account holder is responsible for ensuring that any additional users are aware of the Terms of Service.

**REGISTRATION AND ACCOUNT.** In order to use the Service Features of the Tail Light App, you will be asked to create a user account and password (an "Account") and provide certain information about your vehicle. Only the primary account holder's email address may be used when creating accounts to access the Tail Light Service. To use the Tail Light App, users must provide, and then confirm, the associated primary email account. You may not register for, access or use the Tail Light App if: (i) you are under the age of 13; or (ii) you are a person barred from accessing the Tail Light Service or content under the laws of the United States or other countries, including the country in which you reside or from which you access the Tail Light Service.

**Other Users:** These Terms of Service apply to all users of the Tail Light Service. You, the primary account holder, are responsible and liable for all activities of users of your Tail Light Service and Adapter. Without limiting the foregoing, it is your responsibility to:

- Inform all such other users that their access to and use of the Tail Light Service is subject to these Terms of Service, including the Tail Light Privacy Policy; and
- Ensure all such other users of your Tail Light Service and Adapter comply with these Terms of Service.

**SERVICE LAPSE AND ADAPTER DEACTIVATION:** If you use the Service in conjunction with an Adapter, the Service will automatically lapse after the initial data subscription period if you do not arrange for purchase and payment of an additional data subscription to the Tail Light Service, and your Adapter may also be deactivated.

**IMPORTANT ADAPTER INFORMATION AND WARNINGS:** If you have any difficulty with the Adapter or believe the Adapter is not working properly, please visit the dealership from which you purchased your vehicle or contact Support in the App for assistance. The Adapter is factory sealed, and may not be serviced outside the factory. Never attempt any repairs of the Adapter yourself. Improper service can cause damage to the Adapter or your vehicle, or render the Adapter inoperable. **PROBLEMS OR DAMAGE TO THE ADAPTER OR YOUR VEHICLE CAUSED BY IMPROPER SERVICE ARE NOT COVERED BY WARRANTY.**

Note: The Adapter is not compatible with all vehicles. Please immediately remove the Adapter and contact your local dealership, or Support in the App, should the Adapter physically interfere with any normal operation of your vehicle, indicate any audible or visual error, or fail to remain firmly attached to your vehicle's OBD II port. The Adapter will only work on vehicles enrolled within the Tail Light network. Do not use the Adapter in a vehicle other than the one that you enrolled with Tail Light.

#### Safety Information and Warnings:

- Read these Terms of Service carefully before using the Adapter. They contain instructions on how to use the Adapter in a safe and effective manner.
- Failure to read and obey these safety precautions may result in an accident involving death, injury, or property damage.
- Always operate the vehicle in a safe manner. Do not become distracted by an Adapter feature while driving, and always be fully aware of all driving conditions.
- Do not attempt to inspect or adjust the Adapter while driving. Pull over in a safe and legal manner before attempting such operations.
- Tail Light Services rely on wireless communication networks and the Global Positioning System (GPS) network. **THESE SERVICES AND NETWORKS MAY NOT BE AVAILABLE EVERYWHERE OR AT ALL TIMES. THEREFORE, THE TAIL LIGHT SERVICES MAY NOT BE AVAILABLE EVERYWHERE OR AT ALL TIMES, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR IN ALL CARS AT ALL TIMES.**

Product Alert: Upon initial installation into a vehicle, the Adapter may require up to two (2) minutes to be ready for operation. During this time, some Service Features may be inoperative.

#### Device Repair:

- Use the Adapter only as specified.
- If you have problems with the Adapter, do not attempt to disassemble or repair the unit yourself. The Adapter does not contain any user-serviceable parts. Unauthorized repairs or modifications could result in accident, fire, electrical shock or permanent damage to the Adapter and/or your vehicle, and will void your warranty and your authority to operate the Adapter under FCC Part 15 regulations.
- Ensure the Adapter is properly reinstalled after any vehicle inspection, or repair service.

- Do not touch, bend or connect components to, or in any way modify, the connector terminals on the Adapter. Short circuits and damage could occur.
- Should the Adapter require cleaning, wipe with a damp cloth. Do not spray liquid directly onto the Adapter.

#### Governmental Notice:

- The California Electronic Waste Recycling Act of 2003 requires recycling of certain electronics. For more Information on the applicability to the Adapter, see [www.ecycle.org](http://www.ecycle.org).
- The Adapter complies with Part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) The Adapter may not cause harmful interference, and (2) the Adapter must accept any interference received, including interference that may cause undesired operation.
- The Adapter has been tested and found to comply with the limits for a Class B digital device, pursuant to Part 15 of the FCC Rules. These limits are designed to provide reasonable protection against harmful interference in a residential installation. These limits are more stringent than "outdoor" requirements.
- The Adapter complies with FCC radio frequency exposure limits set forth for an uncontrolled environment. In order to avoid the possibility of exceeding the FCC's RF exposure limits, user proximity to the antenna shall not be less than 20 cm (8 inches) during normal operation. This transmitter must not be co-located or operating in conjunction with any other antenna or transmitter.

Wireless Service: Wireless service may not be available in all areas or at all times. Therefore, the Tail Light Service may not be available in all areas or at all times.

Global Positioning Satellite Service (GPS): The Adapter requires GPS service to ascertain your precise location. GPS coverage may not be available in all places or at all times. Should GPS location data not be available, Tail Light may not be able to provide your precise location for any applicable Service Features.

Vehicle OBD II Communications Issues: The Adapter requires vehicle OBD II communications to determine the vehicle's state and other specific information. The Tail Light Services may not work, or be less than fully operational, if the vehicle's OBD II communications are unreliable or otherwise not functioning properly.

Power Issues: The Adapter relies on the vehicle's battery for power. Should the Adapter lose vehicle power, it will shut down immediately.

Crash Damage: The Adapter may sustain serious damage, or disconnect from the vehicle, following a vehicle crash, causing it to become inoperable.

Add-On Electrical Equipment: The Adapter is connected to the electrical architecture of the vehicle. Adding electrical equipment (i.e., two-way mobile radio, CB radio, data recorders, etc.) may interfere with the operation of the Adapter and cease your ability to operate it.

**ADDITIONAL TERMS APPLICABLE TO USE OF THE TAIL LIGHT APP:** You agree that these Terms of Service and any additional terms of use that may be provided to you when you download the Tail Light App will, collectively, apply to you and any additional users of the App.

Data that is used when downloading and using the App and when using the Website through a mobile browser, as applicable, will be billed according to the service plan you have with your wireless carrier.

You should use the security features that are available on your mobile or other Internet-enabled device to prevent unauthorized access and use of the App, including passwords and encryption.

**MODIFICATION OF TERMS OF SERVICE:** Tail Light reserves the right to modify these Terms of Service (including the Privacy Policy and any other document or policy incorporated by reference into these Terms of Service), from time to time. We also may cease to provide a Service Feature in whole or in part, if required by law, rule, or regulation, in which case you may cancel your Tail Light Service. If required by law, we will notify you in advance of any such changes. Otherwise, we may give you notice by posting a new version of these Terms of Service in the App. PLEASE VISIT the menu items “Terms of Service” and “Privacy” FOR THE MOST UP-TO-DATE PRODUCT AND SERVICE DETAILS, AND TERMS OF SERVICE. If you do not agree with any changes to these Terms of Service for any reason, then you may not use the Tail Light Service, and you may cancel your use of the Service as described elsewhere in these Terms of Service. Your continued access to or use of any of the Tail Light Services after any change takes effect will indicate your acceptance of the modified Terms of Service. Notwithstanding this provision, if we make any changes to any dispute resolution provision contained in these Terms of Service, such changes will not affect the resolution of any dispute that arose before such change.

**YOUR CANCELLATION RIGHTS:** You may cancel your Tail Light Service at any time. If you do cancel, you will not be refunded for any unused portions of prepaid subscription charges associated with your use of the Tail Light Service in conjunction with an Adapter. If, as part of the Service option selected by the dealership, you make or have made payment(s) to the dealership for your use of the Tail Light Service, the dealership is responsible for disclosing the terms of its refund policy to you, if any.

**How To Cancel:** You may cancel your subscription by contacting Support in the App.

**NO TRANSFER OF THE ADAPTER:** You represent, warrant and covenant that you will not sell or transfer the Adapter to another user and that you will not sell or transfer title to your vehicle or return a leased vehicle to its owner without first removing the Adapter. This is important to help protect your use of the Service and your information, and to avoid being charged for the Tail Light Service after the sale or transfer of your vehicle. If you sell or transfer your vehicle, you should remove the Adapter and notify Tail Light (via Support in the App) that you would

like to cancel your Service. You may transfer the Adapter to another vehicle that you own. To transfer the Adapter to another vehicle that you own, you should follow the instructions provided in the App at Frequent Questions and Answers.

#### LIMITATIONS OF THE SERVICE:

**Availability of Certain Features May Be Limited By Make/Model/Year of Vehicle:** The information the Adapter can retrieve from your vehicle may be different than that available from other vehicles based on differences between manufacturers, models, and model years. In such cases, you may not receive access to certain Service Features that will be available to other people enrolled in the Service.

**Our Coverage Area:** The Tail Light Service is currently only available in the continental United States (excluding territories of the United States). **HOWEVER, NOT ALL TAIL LIGHT SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES.** The location of your vehicle, particularly in remote or enclosed areas, may affect the availability and quality of the Tail Light Service that we can provide to you. The Service generally works using wireless communication networks of our wireless Service Partners and the Global Positioning System ("GPS") satellite network. The Adapter receives GPS signals and communicates with our data centers and those of our affiliates or Service Partners through use of wireless and landline communications networks. The Tail Light Service cannot work unless your vehicle is in a place where our wireless carriers and/or their roaming partners have coverage, network capacity and reception. The aspects of the Tail Light Service that involve location information about your vehicle cannot work unless GPS satellite signals are unobstructed, available in that location and compatible with the Adapter.

**Force Majeure Events:** Various conditions beyond our control may prevent or delay us, our affiliates, or our Service Partners (or other third parties) from providing the Tail Light Service to you, or impair the quality of the Service that you or your vehicle may receive. These conditions include, for example and without limitation, atmospheric, geographic, or topographic conditions (such as buildings, hills or tunnels); failure to properly install the Adapter; incompatibility of the Adapter with your vehicle; damage to or failure to maintain your vehicle in good working order and in compliance with these Terms of Service or applicable laws, rules or regulations; inclement weather; failure, congestion or outages of utility or wireless networks (including interruption of wireless service); as well as war, acts of God, natural disaster, labor strikes or other acts, forces or causes beyond our, our affiliates, and our Service Partners' (or other third parties) control. In the event any of the foregoing prevent or interfere with our provision of the Service to you, we may, at our discretion, suspend or terminate the Service (in whole or in part) or cancel your subscription, without notice to you and without any liability. Further, we, our affiliates, and our Service Partners (or other third parties) are not responsible for any Service or the Adapter's failures, interruptions, delays, or impairments due to these causes.

**LIMITS ON YOUR USE OF THE TAIL LIGHT SERVICE AND THE ADAPTER:** You agree not to use the Adapter, the Tail Light Service, any other services we may offer, or the Website and Tail Light App, in any way that is illegal, fraudulent or abusive, including to harass, threaten, abuse, defame, or slander, any individual or entity. You may not use the Tail Light Service in a manner that interferes with any other customer's use of the Tail Light Service or our provision of the Service to our other customers. Certain information you receive through the Service is the property of us, our affiliates, or our Service Partners (or other third parties) and it may be subject to one or more copyrights, trademarks, service marks, patents, or other legal protections. You agree that the service is for your use only. You may not (or permit or cause any other party to) sell or resell or otherwise use the Adapter, the Tail Light Service or any other services we may offer, the Website, Tail Light App, or anything we provide to you for commercial purposes, nor may you reproduce, copy, modify, make derivative works from or otherwise display or distribute it.

**TERMS ABOUT SPECIFIC SERVICES:** The Tail Light Service Features may change from time to time and may vary depending on your subscription or the laws, rules or regulations of the state in which you live. For the most current description of the Tail Light Service, please go to [taillight.com](http://taillight.com).

**YOUR RESPONSIBILITIES:** Without limiting any of the other provisions of these Terms of Service, you agree to the following responsibilities:

**Drive Safely:** You have full responsibility and assume all risks related to the use of the Tail Light Service in your vehicle. You may only use the Service when it is safe to do so. Failure to do so may result in an accident involving serious injury or death. You are responsible for following all applicable laws, rules, and regulations, including requirements of relevant government regulatory bodies, applicable to the use of the Service.

**Not Insurance:** The Service is not an insurance product and Tail Light (as well as its Service Partners) is not an insurance company. The Service does not insure you, your property, your vehicle, or anyone else. You are responsible for obtaining appropriate and applicable insurance on you, your property, your vehicle, or anyone else.

**Account Information/Security Measures:** You agree that you will provide Tail Light with true and accurate Account information and will keep that information up to date. You are responsible for ensuring that we have your current and valid wireless telephone number and/or email address. You can change your telephone number and/or email address at any time by updating this information in the App.

You will notify us immediately of any breach of security or unauthorized use of the Service and/or your subscription. We will not be liable for any losses resulting from unauthorized access to or use of the Service or your subscription and you may be liable to us or other parties due to such unauthorized access and/or use.

Misuse or Modification of the Service: You will not copy, reproduce, distribute, decompile, reverse engineer, disassemble, remove, alter, circumvent, or otherwise tamper with any security technology, convert to any use not authorized by us or claim ownership in the Service or any other party's information or materials associated with the Service; and you will not remove, modify, or obscure any copyright notices, trademarks, or other proprietary rights notices on or contained in or on any portion of the Service or any information or materials on or obtained from the Service.

COMMUNICATIONS FROM US AND/OR OUR SERVICE PARTNERS: By completing the process of downloading and installing the App, you are electing: 1) to share Account Information (other than billing information) with your Preferred Dealership (i.e., the dealership where you purchased your car and/or obtained our Services) and 2) to share select Vehicle-Related Information with your Preferred Dealership and 3) your preferred communication method – telephone call, email or text message (SMS messages). Accordingly, your Preferred Dealership may contact you about products or services that may be of interest to you through In-App Messages and/or via your preferred communication method.

We may contact you about the Services (which may include cancellation of the Services) using notifications through In-App Messages, postal mail, telephone calls, and e-mail using any electronic address you have provided to us.

You can manage your communication preferences and/or update or correct your contact information by updating your Contact Information and/or changing your Notification Settings in the App. Should you need assistance updating your communication preferences or contact information, please contact Support via the Support menu item.

If you wish to contact us, please do so via the Support menu item.

TAIL LIGHT ADAPTER LIMITED WARRANTY: Tail Light warrants all new Adapters against all defects or malfunctions for a period of two (2) years from the date of the Preferred Dealership's purchase of the Adapter, subject to the following terms and conditions.

This limited warranty is extended to the Preferred Dealership and to the initial person to whom the Preferred Dealership sells the vehicle in which the Adapter was installed (the "Consumer"). The dealership and Consumer may be referred to collectively throughout this limited warranty as "you," "your," or "yours." Coverage under this limited warranty terminates if the Consumer sells the Adapter and/or the vehicle in which the Adapter was installed.

TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD DESCRIBED ABOVE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

This Adapter Limited Warranty Does Not Apply To:

- Adapters on which the serial number or housing of the Adapter has been damaged, removed, or tampered with in any way.
- Damages or operating problems that result from misuse, abuse, operation outside environmental specifications or contrary to the requirements or precautions in these Terms of Service, lightning strikes or other natural causes, modification or alteration, incorrect electrical current or voltage, signal reception or input, software errors that do not disable functionality, or from use of the Adapters in vehicles being used outside of the continental United States, excluding U.S. Territories, institutional or commercial use, or other causes not arising out of defects in material or workmanship.

The cost of repair or replacement under these excluded circumstances shall be borne exclusively by you and not by Tail Light.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

To Obtain Warranty Service:

To obtain warranty service, contact your Preferred Dealership. Please have available your name, address, telephone number, and the serial number listed on the sticker on your Adapter. If covered by this warranty, the dealership will provide a repaired, or replacement, Adapter.

Tail Light's responsibility under this limited warranty is limited to repair or replacement of the Adapter, at the sole discretion of Tail Light.

**NO OTHER WARRANTY:**

THE ADAPTER LIMITED WARRANTY IS IN LIEU OF AND TAIL LIGHT EXPRESSLY DISCLAIMS, WHERE AND TO THE EXTENT PERMITTED BY LAW, ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE ADAPTER AND THE TAIL LIGHT SERVICES, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, ACCURACY, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TAIL LIGHT DOES NOT WARRANT THE OPERATION, PERFORMANCE OR AVAILABILITY OF THE SERVICES, OR THAT THE SERVICES WILL CONTINUE IN EXISTENCE FOR ANY PERIOD OF TIME, OR THAT FUTURE OPERATION OF THE SERVICES WILL BE COMPATIBLE WITH CURRENT OPERATION OR APPLICATIONS.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, TAIL LIGHT MAKES NO REPRESENTATIONS THAT THE SERVICES WILL BE ERROR-FREE OR FREE FROM LOSS, INTERRUPTION, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING OR OTHER SECURITY INTRUSION, AND TAIL LIGHT DISCLAIMS ANY LIABILITY RELATING THERETO.

Through your use of the Tail Light Service, you may have the opportunity to engage in commercial transactions with our affiliates, Service Partners, or other vendors, such as automobile dealerships, insurance companies, and others. You acknowledge that all transactions relating to any merchandise or services offered by any party, including, but not limited to the purchase terms, payment terms, warranties, guarantees, maintenance and delivery terms relating to such transactions, are agreed to solely between the seller of such merchandise and services and you. WE MAKE NO WARRANTY REGARDING ANY SUCH TRANSACTIONS EXECUTED THROUGH, OR IN CONNECTION WITH THE SERVICE, WEBSITE, AND TAIL LIGHT APP, AND YOU UNDERSTAND AND AGREE THAT SUCH TRANSACTIONS ARE CONDUCTED ENTIRELY AT YOUR OWN RISK. ANY WARRANTY THAT IS PROVIDED IN CONNECTION WITH ANY PRODUCTS, SERVICES, MATERIALS, OR INFORMATION AVAILABLE ON OR THROUGH THE WEBSITE OR TAIL LIGHT APP AND/OR THE SERVICE, FROM A THIRD-PARTY IS PROVIDED SOLELY BY SUCH THIRD-PARTY, AND NOT BY US OR ANY OF OUR AFFILIATES.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT IT IS YOUR SOLE RESPONSIBILITY TO ENSURE THAT YOU (AND/OR ANY OTHER USER OR OCCUPANT OF YOUR VEHICLE) EXERCISE GOOD JUDGMENT AND OBEY TRAFFIC RULES AND ALL OTHER APPLICABLE LAWS AND REGULATIONS WHEN OPERATING YOUR VEHICLE, ACCESSING AND/OR USING THE SERVICE, PERMITTING OTHERS TO USE YOUR VEHICLE AND/OR EVALUATING WHETHER THE USE OF ANY OF THE SERVICE FEATURES IS SAFE AND LEGAL UNDER THE CIRCUMSTANCES. THE DIAGNOSTIC DATA SERVICES ARE INFORMATIONAL ONLY AND ARE DESIGNED TO HELP IDENTIFY THE LIKELY SOURCE OF A PROBLEM BASED ON THE DIAGNOSTIC CODES TRIGGERED AND ARE NOT INTENDED TO REPLACE ACTUAL IN-PERSON SERVICE EVALUATIONS.

LIMITATIONS OF LIABILITY: OTHER THAN AS SET FORTH ELSEWHERE IN THESE TERMS OF SERVICE, YOU AGREE THAT ANY CLAIMS YOU MAY HAVE AGAINST US FOR DAMAGES OR OTHER MONETARY RELIEF ARE LIMITED TO DIRECT DAMAGES. TO THE EXTENT PERMITTED BY LAW, TAIL LIGHT WILL NOT BE LIABLE IN ANY WAY IN CONNECTION WITH THESE TERMS OF SERVICE OR THE TAIL LIGHT SERVICE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOST OR CORRUPTED DATA, OR ANY OTHER DAMAGE WHETHER BASED IN CONTRACT, TORT OR OTHERWISE. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TAIL LIGHT'S AGGREGATE LIABILITY EXCEED \$125. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF TAIL LIGHT KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES AND WHETHER ARISING BASED ON NEGLIGENCE, TORT OR BREACH OF CONTRACT. THESE LIMITATIONS SURVIVE ANY TERMINATION OR EXPIRATION OF THESE TERMS OF SERVICE, AND APPLY TO ANYONE USING THE SERVICES OR ADAPTER OR MAKING A CLAIM ON YOUR BEHALF. SOME STATE DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

YOU ARE RESPONSIBLE FOR YOUR ADAPTER IF IT IS LOST, STOLEN OR SUBJECT TO MORE THAN ORDINARY WEAR AND TEAR.

**TAIL LIGHT CONTACT:** Tail Light wants you to be satisfied with its products. Should you have any difficulties with the operation or performance of your Adapter or the Tail Light Services, please contact:

By mail:

Tail Light, LLC  
c/o TL App OBD Support  
12377 Merit Drive  
3rd Floor  
Dallas, TX 75251

By In-App Contact: “Support” item in the menu

**INTELLECTUAL PROPERTY/OWNERSHIP:** The Service and all information and software provided by us through the Service, including the Tail Light App, are and shall remain our (or our affiliates’ or applicable Service Partners’) sole and exclusive property, are protected by United States copyright laws and may be subject to other intellectual property protections, including patent and trademark rights. You may not copy, distribute, modify, publish, broadcast, retransmit, re-use or otherwise reproduce the Service, information or software in any medium. Any violation of this restriction is an infringement of copyright or proprietary rights in the Service, information and software. As between you and us, we (and our affiliates and applicable Service Partners) own or license all such software and you do not acquire any rights in such software, including any right to use or modify the software (other than in the ordinary course of your receipt and use of the Service in accordance with these Terms of Service). We may update the software contained in the Adapter or Tail Light App from time to time. We may do this remotely without notifying you first. These software updates or changes may affect or erase data or metadata that is stored in the Service. We are not responsible for any affected or erased data or metadata due to a software update or change.

Any trademarks, logos and service marks (collectively, “Trademarks”) displayed in connection with the Tail Light Service are the registered and/or unregistered trademarks of Tail Light, its affiliates, applicable Service Partners or other third parties. Nothing herein or contained in the Service may be construed as granting, by implication, estoppel or otherwise, any license or right to use or display any Trademarks or any variation thereof without the written permission of Tail Light or the owner thereof.

**THIRD-PARTY BENEFICIARIES:** Without limitation of anything else set forth herein, you have no contractual relationship whatsoever with any of our affiliates or Service Partners, and these Terms of Service do not give you any rights against any affiliate or Service Partner. You are not a third-party beneficiary of any agreement between us and any of our affiliates or Service Partners. None of our affiliates or Service Partners has any legal, equitable, or other liability of any kind to you under this agreement. In contrast, our parent companies, affiliates, subsidiaries, agents, predecessors in interest, successors in interest, and Service Partners are intended

beneficiaries of the protections contained in these Terms of Service relating to, among other things, limitations regarding the Service and its use and limitations on liability.

**OPEN SOURCE NOTIFICATION:** The Tail Light Service contains certain software that is covered by open source licensing requirements. Copies of the licenses and a list of the open source software that is used with the Tail Light Service is available at <https://www.taillight.com/opensource/>. All open source software contained with the Tail Light Service is distributed **WITHOUT ANY WARRANTY**. All such software is subject to the copyrights of the authors and to the terms of the applicable licenses included in the list.

**Assignment:** We may, at any time, assign these Terms of Service, including our rights, interests and obligations thereunder, in whole or in part, or delegate any of our responsibilities under these Terms of Service to any other person or entity with prior notice to you. You may not assign these Terms of Service, including any of your rights, interests and obligations thereunder, in whole or in part, or delegate any of your responsibilities under these Terms of Service without our prior written consent. We are not under any obligation to give our consent, and any attempt to assign this Agreement without our written consent shall be null and void.

**No Waiver:** No waiver of any right or obligation under these Terms of Service by us on any occasion will constitute a waiver of that right on any subsequent occasion. In any event, no waiver by us of any right of ours is effective against us unless it is in a writing signed by us.

#### NOTICES:

**By You:** Unless expressly specified otherwise in these Terms of Service, all notices, requests, consents, approvals, and other communications required or permitted by you under these Terms of Service must be in writing and shall be deemed given when delivered in hand or five business days after being mailed using a reliable national mail service, registered or certified mail, postage prepaid, and addressed to Tail Light, LLC, c/o TL App OBD Legal, 12377 Merit Drive, Suite 300, Dallas, Texas 75251. Tail Light may change its address for notification purposes on giving notice to you.

**By Tail Light:** We may issue notices via various channels, including by posting messages on our Website, sending you email, or posting messages through the Tail Light App. You consent to receive such notices and agree that any such notices that Tail Light sends to you shall be legally effective. You agree that any notices sent by email satisfy any requirement that the notices be provided in writing. If you do not agree, do not accept these Terms of Service. You may have the right to withdraw your consent to receiving certain electronic communications, and, when required by law, we will provide you with paper copies of all documents and records upon request. You may do so by contacting us at Tail Light, LLC, c/o TL App OBD Legal, 12377 Merit Drive, Suite 300, Dallas, Texas 75251. If you withdraw your consent, we reserve the right to terminate these Terms of Service and the related Services. To receive or access the notices we send via email, you must have Internet access and a computer or device with a compatible web browser. You will also need software capable of viewing files in Portable Document format

("PDF"). To retain the notices we send you, your device or computer must have the ability to download and store electronic communications, including PDF files. By accepting these terms, you verify that you are able to receive, access, and retain the notices we may send. You may change your email address for notification purposes at any time by updating your email address in the App.

ARBITRATION: WE HOPE TO MAKE YOU A SATISFIED CUSTOMER, BUT IF THERE IS AN ISSUE THAT NEEDS TO BE RESOLVED, THIS SECTION OUTLINES WHAT IS EXPECTED OF US BOTH.

YOU AND WE BOTH AGREE TO RESOLVE DISPUTES ONLY BY ARBITRATION OR IN SMALL CLAIMS COURT. YOU UNDERSTAND THAT BY THIS AGREEMENT, YOU ARE GIVING UP THE RIGHT TO BRING A CLAIM IN COURT OR IN FRONT OF A JURY. WHILE THE PROCEDURES MAY BE DIFFERENT, AN ARBITRATOR CAN AWARD YOU THE SAME DAMAGES AND RELIEF, AND MUST HONOR THE SAME TERMS IN THESE TERMS OF SERVICE, AS A COURT WOULD. IF THE LAW ALLOWS FOR AN AWARD OF ATTORNEYS' FEES, AN ARBITRATOR CAN AWARD THEM TOO. WE ALSO BOTH AGREE THAT:

1. THE FEDERAL ARBITRATION ACT APPLIES TO THESE TERMS OF SERVICE. EXCEPT FOR SMALL CLAIMS COURT CASES THAT QUALIFY, ANY DISPUTE THAT IN ANY WAY RELATES TO OR ARISES OUT OF THESE TERMS OF SERVICE OR FROM ANY EQUIPMENT, PRODUCTS AND SERVICES YOU RECEIVE FROM US (OR FROM ANY ADVERTISING FOR ANY SUCH PRODUCTS OR SERVICES), INCLUDING ANY DISPUTES YOU HAVE WITH OUR EMPLOYEES OR AGENTS, WILL BE RESOLVED BY ONE OR MORE NEUTRAL ARBITRATORS BEFORE THE AMERICAN ARBITRATION ASSOCIATION ("AAA") OR BETTER BUSINESS BUREAU ("BBB"). YOU CAN ALSO BRING ANY ISSUES YOU MAY HAVE TO THE ATTENTION OF FEDERAL, STATE OR LOCAL GOVERNMENT AGENIES, AND IF THE LAW ALLOWS, THEY CAN SEEK RELIEF AGAINST US FOR YOU.

2. UNLESS YOU AND WE AGREE OTHERWISE, THE ARBITRATION WILL TAKE PLACE IN THE COUNTY IN WHICH THE PRIMARY ACCOUNT HOLDER'S REGISTERED ADDRESS WITH US IS LOCATED. FOR CLAIMS OVER \$10,000, THE AAA'S WIRELESS INDUSTRY ARBITRATION ("WIA") RULES WILL APPLY. IN SUCH CASES, THE LOSER CAN ASK FOR A PANEL OF THREE NEW ARBITRATORS TO REVIEW THE AWARD. FOR CLAIMS OF \$10,000 OR LESS, THE PARTY BRINGING THE CLAIM CAN CHOOSE EITHER THE AAA'S RULES FOR CONSUMER DISPUTES OR THE BBB'S RULES FOR BINDING ARBITRATION OR, ALTERNATIVELY, CAN BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT. YOU CAN GET PROCEDURES, RULES AND FEE INFORMATION FROM THE AAA ([WWW.ADR.ORG](http://WWW.ADR.ORG)), THE BBB ([WWW.BBB.ORG](http://WWW.BBB.ORG)) OR FROM US. FOR CLAIMS OF \$10,000 OR LESS, YOU CAN CHOOSE WHETHER YOU'D LIKE THE ARBITRATION CARRIED OUT BASED ONLY ON DOCUMENTS SUBMITTED TO THE ARBITRATOR, OR BY A HEARING IN PERSON OR BY PHONE.

3. THESE TERMS OF SERVICE DO NOT ALLOW CLASS OR COLLECTIVE ARBITRATIONS EVEN IF THE AAA OR BBB PROCEDURES OR RULES WOULD. NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS OF SERVICE, THE ARBITRATOR MAY AWARD MONEY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO

PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. NO CLASS OR REPRESENTATIVE OR PRIVATE ATTORNEY GENERAL THEORIES OF LIABILITY OR PRAYERS FOR RELIEF MAY BE MAINTAINED IN ANY ARBITRATION HELD UNDER THESE TERMS OF SERVICE. ANY QUESTION REGARDING THE ENFORCEABILITY OR INTERPRETATION OF THIS PARAGRAPH SHALL BE DECIDED BY A COURT AND NOT THE ARBITRATOR.

4. IF EITHER OF US INTENDS TO SEEK ARBITRATION UNDER THESE TERMS OF SERVICE, THE PARTY SEEKING ARBITRATION MUST FIRST NOTIFY THE OTHER PARTY OF THE DISPUTE IN WRITING AT LEAST 30 DAYS IN ADVANCE OF INITIATING THE ARBITRATION. NOTICE TO US SHOULD BE SENT TO: Tail Light LLC, c/o TL App OBD Legal, 12377 Merit Drive, Suite 300, Dallas, Texas 75251. THE NOTICE MUST DESCRIBE THE NATURE OF THE CLAIM AND THE RELIEF SOUGHT. IF WE ARE UNABLE TO RESOLVE THE DISPUTE WITHIN 30 DAYS, EITHER PARTY MAY THEN PROCEED TO FILE A CLAIM FOR ARBITRATION.

5. AN ARBITRATION AWARD AND ANY JUDGMENT CONFIRMING IT APPLY ONLY TO THAT SPECIFIC CASE; IT CANNOT BE USED IN ANY OTHER CASE EXCEPT TO ENFORCE THE AWARD ITSELF.

6. IF FOR SOME REASON THE PROHIBITION ON CLASS ARBITRATIONS SET FORTH ABOVE IN SUBSECTION (3) CANNOT BE ENFORCED, THEN THE AGREEMENT TO ARBITRATE WILL NOT APPLY.

7. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN THROUGH ARBITRATION, YOU AND WE AGREE THAT THERE WILL NOT BE A JURY TRIAL. YOU AND WE UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THESE TERMS OF SERVICE IN ANY WAY. IN THE EVENT OF LITIGATION, THIS PARAGRAPH MAY BE FILED TO SHOW A WRITTEN CONSENT TO A TRIAL BY THE COURT.

SEVERABILITY: If any term or provision of these Terms of Service, or of any document incorporated herein by reference, is held by a court of competent jurisdiction to be contrary to law, then that term or provision shall be severed from these Terms of Service, and the remaining provisions of these Terms of Service or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable shall not be affected thereby. Each provision of these Terms of Service shall be valid and enforceable to the extent permitted by law and unless prohibited by law.

GOVERNING LAW: Except where Tail Light has agreed otherwise elsewhere in these Terms of Service, interpretation of these Terms of Service and any disputes covered by it are governed by federal law and the laws of the State of Texas, excluding its conflict of law provisions.

ENTIRE AGREEMENT: This Terms of Service document (including the Privacy Policy, and any other document or policy incorporated by reference into these Terms of Service) constitutes the entire agreement between you and us. It supersedes all other agreements, communications

or representations, oral or written, between us, past or present. Tail Light is not responsible for any statements, agreements, representations, warranties or covenants, oral or written, including, without limitation, any statements from third parties, anything said by sales or Support representatives, concerning or relating to the Adapter or the Service provided to you pursuant to these Terms of Service or your subscription, unless such statements, agreements, representations, warranties or covenants are expressly contained in these Terms of Service.

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Questions, Concerns and Comments

If you have any questions regarding our Terms of Service, please contact us:

Tail Light, LLC c/o TL App OBD Legal 12377 Merit Drive, 3rd Floor Dallas, TX 75251

Or contact us via the "Support" item in the App menu.