

KINTO Share Terms and Conditions

APP LICENCE TERMS OF USE

KINTO Share is a vehicle carsharing service product ("**the Service**").

KINTO Share, this website and the App for the Service ("**the App**") are provided and operated by Toyota Financial Services (UK) PLC (referred to as "**we**" "**our**" "**us**") and our partners and our contracted service providers.

Please read through these terms and conditions carefully before using this App. The provision and use of the Service is subject to separate terms and conditions.

By accessing and using this App you agree to these terms. If you do not agree to these terms, do not use the App.

The App is provided to you free of charge. The Service and the App have not been developed or designed to meet your own specific requirements or needs. It is your responsibility to ensure that their functionality and purpose are suitable for you.

YOUR PRIVACY

We only use any personal data that you give to us or any that we may collect through your use of the App and the Service in the ways set out in our privacy notice and our cookie policy which sets out information about the cookies on our website and App. These apply to these terms and conditions. Our terms and conditions for our website are also part of and are incorporated into these terms and conditions.

Please be aware that internet transmissions are never completely private or secure and that any message or information you send using the App may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted.

HOW TO CONTACT US

If you think the App is faulty or wish to contact us for any other reason please email our customer service team at KINTOShare@kinto-UK.com or call them on +44 (0) 808 1969149.

HOW YOU MAY USE THE APP

- We grant to you a non-exclusive, non-transferrable, personal right to use the App on your compatible device, subject to these terms.
- You may use the App on any compatible device and view, use and display the App on compatible devices for your personal purposes only. You agree not to use the App for any commercial or business purposes.
- From time to time we may update the App to improve performance, enhance functionality, reflect changes to operating requirements or address security issues. We may use and incorporate supplementary software code or update the App by incorporating "patches" to correct errors.
- We are not able to make any guarantees about the accuracy of the data made available through the App.

- We are not able to make any guarantees about the availability of the App or the data on the App and may cease, change, vary or suspend the App at any time at our discretion.
- You are responsible for obtaining and facilitating your internet connection to use the App and for all associated charges, costs and expenses, in particular those charged by your internet service provider.

YOU MUST BE 18 TO ACCEPT THESE TERMS AND BUY THE APP

You must be 18 or over to accept these terms.

YOU MAY NOT TRANSFER THE APP TO SOMEONE ELSE

The right to use the App that we are giving under these terms is for you only. You may not transfer the App or your right to use it to someone else, whether for money, for anything else or for free. If you sell or dispose of any device on which the App is installed, you must remove the App from it.

IF SOMEONE ELSE OWNS THE COMPUTER OR DEVICE YOU ARE USING

If you use the App on any device that is not owned by you, you must have the owner's permission to do so. You will be responsible for complying with these terms, whether or not you own the computer or other compatible device.

LICENCE RESTRICTIONS

You agree that you will:

- not sell, transfer, rent, lease, sub-license, loan, provide, distribute or otherwise make available, the App or the data or information made available to you through the App in any form, in whole or in part to any person.
- not copy, extract, translate, merge, adapt, vary, alter or modify, disassemble, reverse engineer, de-compile or otherwise interfere with or re-produce the whole or any part of the App or the data made available.

ACCEPTABLE USE RESTRICTIONS

You must:

- not use the App or any Service in any illegal or unlawful manner, for any illegal or unlawful purpose, or in any manner inconsistent with these terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, such as viruses, or harmful data, into the App, the Service or any operating system.
- not infringe nor encourage anyone else to infringe our intellectual property rights or those of any third party in relation to your use of the App and its data or the Service.

- not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App.
- not use the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users.
- not collect or harvest any information or data from the App or the Service.

INTELLECTUAL PROPERTY RIGHTS

Any trademarks, copyright and other intellectual property rights in the App and any data made available through the App and Service belong to us or our suppliers or licensors and the rights in the App and they do not belong to you but are licensed (not sold) to you. You have no intellectual property rights in, or to the App or Service, other than the right to use them in accordance with these terms.

OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these terms, both we and you knew it might happen.

We are not liable for business losses. The App is for domestic and private use. If you use the App for any commercial, business or resale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

WE MAY END YOUR RIGHTS TO USE THE APP AND THE SERVICES IF YOU BREAK THESE TERMS

We may temporarily stop or permanently end your rights to use the App and / or Service at any time by contacting you if you have broken these terms in a serious way. If what you have done can be put right we will give you a reasonable opportunity to do so.

If we end your rights to use the App and / or Service:

- You must stop all activities authorised by these terms, including your use of the App and / or Service.
- If you have downloaded, saved or stored the App you must delete or remove the App from all computers or compatible devices and immediately destroy all copies of the App which you have whether such activity is authorised by us or not and confirm to us that you have done this.
- We may remotely access your computer or other compatible devices and remove the App from them and cease providing you with access to the Services.

WE MAY TRANSFER THIS AGREEMENT TO SOMEONE ELSE

We may transfer our rights and obligations under these terms to another organisation.

YOU NEED OUR CONSENT TO TRANSFER YOUR RIGHTS TO SOMEONE ELSE

You may only transfer your rights or your obligations under these terms to another person if we agree in writing.

NO RIGHTS FOR THIRD PARTIES

This agreement is between you and us. No other person shall have any rights to enforce its terms.

IF A COURT FINDS PART OF THIS CONTRACT ILLEGAL, THE REST WILL CONTINUE IN FORCE

Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

EVEN IF WE DELAY IN ENFORCING THIS CONTRACT, WE CAN STILL ENFORCE IT LATER

Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

WHICH LAWS APPLY TO THIS CONTRACT AND WHERE YOU MAY BRING LEGAL PROCEEDINGS

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

ALTERNATIVE DISPUTE RESOLUTION

Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use.

ABOUT US

Toyota Financial Services (UK) PLC is a company registered in England and Wales.

Our company registration number is 02299961 and our registered office is at Great Burgh, Burgh Heath, Epsom, Surrey KT18 5UZ.

Toyota Financial Services (UK) PLC is authorised and regulated by the Financial Conduct Authority.