Terms and Conditions

Volvo On Call

Please review the Terms and Conditions below and accept to continue with renewal of your Volvo On Call subscription

SUBSCRIBER AGREEMENT

TERMS OF SERVICE

Volvo On Call Basic services, plus applicable taxes and other charges, are included complimentary with the purchase of your Volvo vehicle (Basic service includes 10 years of Automatic Crash Notification and "SOS" button push to request emergency support and 4 years of "On Call" button support to request roadside services).

Six months of Volvo On Call Sensus Connect Subscribed Services" (Subscribed Services include Theft alert, stolen vehicle tracking, remote door unlock and VOC mobile app functions) plus applicable taxes and other charges described in this Agreement, are included complimentary with the purchase of your Volvo vehicle. The six months complimentary period begins on the date you purchase your vehicle. Upon expiration of the complimentary period, you may renew the Volvo On Call Sensus Connect Service Plan. If you choose to renew these services, you will be responsible for all fees, taxes and other charges for renewal periods for the Volvo On Call Sensus Connect Service Plan.

SPECIAL INFORMATION ABOUT SERVICE AND SYSTEM LIMITATIONS.

A. Availability. Volvo On Call Sensus Connect ("VOCSC") services are available in all the United States, and Provinces and jurisdictions of Canada where the underlying wireless carrier has roaming agreements in place. VOCSC service works using wireless communication networks and the Global Positioning System ("GPS") satellite network. NOT ALL VOCSC SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL CARS, AT ALL TIMES. The area that you are driving in may affect the service that we can provide to you. Additionally, services are not available if the GPS system is not working. Certain programming limitations of the GPS system may impair our ability to determine your Vehicle's precise location.

B. Technology and Communications. VOCSC service cannot work unless your Vehicle is in a place where we have an agreement with a wireless service provider for service in that area. VOCSC service also cannot work unless you’re in a place where the wireless service provider we’ve contracted for that area has coverage, network capacity, and reception when the service is needed, and technology that’s compatible with the VOCSC service. VOCSC service that involves location information about your Vehicle cannot work unless GPS satellite signals are unobstructed, available in that place and compatible with the VOCSC hardware.

C. Vehicle and Equipment. The VOCSC Services are provided using an embedded telematics device installed in your Vehicle which receives GPS signals and communicates with the VOCSC Service Center via wireless and landline communications networks. The VOCSC system is not intended to place or receive personal calls and may only place calls to our Service Providers as permitted under this Agreement. YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE VOCSC SYSTEM TO OPERATE. You may need to increase the
volume of your radio to hear operator services or automated voice delivered services from the VOCSC system. VOCSC service may not work if your VOCSC system has been modified or you have added any equipment or software that has not been approved for use in your Vehicle and we can terminate your VOCSC service.

D. Geography and Environment. There are factors out of Volvos control that may prevent us from providing VOCSC service to you at a particular time or place, or that may impair the quality of the VOCSC service. Some examples are hills, tall buildings, tunnels, weather, damage to important parts of your Vehicle in an accident, or wireless phone network congestion.

E. Available Information. Services may be limited to geographic areas where map data and emergency (911) contact information is available in our databases, which may be less than that which is otherwise generally available. Additionally, services may be limited based on the information available from Service Providers.

F. Public Safety Access Point (PSAP) Services. VOCSC Service Center is not responsible for the timely arrival and or performance of emergency service agencies contacted by the VOCSC Service Center. The laws in some places require an emergency to be confirmed before PSAPs will provide service. The VOCSC Service Center will not contact PSAPs in these locations in response to an emergency button press if the VOCSC Service Center cannot hear your request for assistance or otherwise confirm that an emergency exists.

G. Outside Our Control. We are not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, we are not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment failures.

SEE FOLLOWING PAGES FOR TERMS AND CONDITIONS AND SUBSCRIBERS SIGNATURE (Required)

For questions, please call the U.S. Volvo Customer Service Center at 1-800-458-1552 or Canada at 1-800-663-8255

Terms and Conditions Effective as of September 14, 2014

General. The pronoun "you" and "your" as used in these terms and conditions refers to the subscriber to the Volvo On Call Sensus Connect ("VOCSC") services. This Agreement is entered into between you and Volvo Cars of North America, LLC ("VCNA") or Volvo Cars of Canada Corp ("VCCC"), collectively known as Volvo and the services provided by Volvo may be provided by one or more of its suppliers (such supplier(s) for contact and data services, referred to herein as the "Volvo On Call Sensus Connect Service Center"). These services provide for the safety and security of you and your passengers, and, except as prohibited by applicable law, your use of these services constitutes your agreement to these terms and conditions.

Our mailing address is, Volvo Cars U.S. 1 Volvo Dr., PO Box 914, Rockleigh, NJ 07647. The U.S. Volvo Customer Care Center telephone number is 1-800-458-1552, e-mail, customercare@volvoforlife.com. Our mailing address for Volvo Canada is, 9130 Leslie St., Suite 101,
Richmond Hill, ON L4B 0B9. The Volvo Canada Customer Relations Center phone number is 1-800-663-8255, e-mail, vdcust@volvoforlife.com

Certain information about VOCSC services and other information referenced in this Agreement are available for the United States online at www.volvocars.com/us/connectedcar and Canada at https://support.volvocars.com/en-CA.

Please note that these Terms and Conditions will be binding on you unless restricted by applicable law.

PLEASE READ ALL PAGES OF THIS AGREEMENT COMPLETELY BEFORE USING ANY VOCSC SERVICE AND KEEP A COPY FOR YOUR FILES. READ AND KEEP A COPY OF ANY ADDITIONAL Volvo On Call DOCUMENTS GIVEN OR SENT TO YOU. CERTAIN DOCUMENTS MAY SET OUT CHANGES TO YOUR SERVICE PLAN (E.G., THE TIME OR PLACE A CERTAIN SERVICE IS AVAILABLE) OR CERTAIN CHARGES ASSOCIATED WITH YOUR SERVICE PLAN. EXCEPT WHERE PROHIBITED BY THE LAW OF THE JURISDICTION IN WHICH YOU LIVE, ANY VOCSC DOCUMENTS THAT SAY THEY WILL BECOME PART OF YOUR VOCS SUBSCRIBER AGREEMENT ARE PART OF THIS AGREEMENT AND MATERIALLY CHANGE THESE TERMS AND CONDITIONS, YOUR SERVICE PLAN OR YOUR RIGHTS UNDER THIS AGREEMENT, IF YOU ACCEPT THE SERVICES THEY DESCRIBE.

Volvo On Call Sensus Connect Services Duration. Your complimentary Volvo On Call Sensus Connect Service Plan ("Initial Service Period") starts on the date you purchase your vehicle and continues until the date set forth on the first page of this Agreement.

Availability. Not all of the VOCSC services will be available everywhere, particularly in remote or enclosed areas, or at all times. The physical surroundings of the area that you are driving in may affect the type or quality of services that can be provided to you. Additionally, certain programming limitations of the GPS system may impair the VOCSC Service Centers ability to determine your vehicles precise location.

Communicating to Emergency Providers. You hereby authorize the VOCSC Service Center upon the receipt of a request for emergency service, to inform, at the discretion of the VOCSC Service Center, any law enforcement agencies or authorities and/or other Public Safety Access Points (collectively called "PSAPs" in this Agreement) of the potential existence of an emergency involving you or the occupants of your vehicle. You further authorize the VOCSC Service Center in each such instance to provide the PSAPs with personal data that you supply to Volvo and the VOCSC Service Center regarding your vehicle, yourself, your passengers and the identity, location and other information regarding your vehicle. You authorize the VOCSC Service Center to record all voice and data communications from you or your vehicle, and between the VOCSC Service Center and the PSAPs. Call recordings may be shared by us with local authorities, if they have the proper authorizations to acquire such recordings.

You authorize the VOCSC Service Center to deliver to any PSAP or other answering authority a copy or facsimile of all or any part of this Agreement. Any fees, fines or other charges of all law enforcement agencies or authorities and other PSAPs, due to a false alarm or similar occurrence, and related costs, will be your sole responsibility. You authorize the VOCSC Service Center to bill such charges and costs directly to you, and agree to pay such charges and costs upon receipt. If you choose in the future to renew and/or upgrade your coverage to include other or new services, you acknowledge and understand that if you fail to pay any of such fees and/or taxes when due, the services provided under this Agreement may immediately terminate, at Volvos or the VOCSC Service Centers election, and neither Volvo nor the VOCSC Service Center will have any obligation to provide
any further services hereunder, without release of your continued liability for the payment of all unpaid fees and charges and the costs of collection thereof.

Changes to your Agreement. We can change certain features of your VOCSC agreement at any time, (but no more than twice annually in Ontario, Canada) after giving thirty (30) days notice to you in accordance with applicable law. Where required by law, the notice to you will provide you with an updated version of this Agreement (including all of the terms and conditions required by applicable law) and we will set out the changes proposed, the date of the coming into force of such changes and your rights to refuse the amendment and to rescind this Agreement without cost, penalty or cancellation indemnity by sending us a notice to that effect no later than thirty (30) days after the amendment comes into force, if the amendment entails an increase in your obligations or a reduction in our obligations. This includes changing the price and type of services. You agree that we may use any credit card or other payment account of yours that we have on file for payment of such charges.

IF YOU DONT CANCEL YOUR VOCSC AGREEMENT WITHIN THE TIME SPECIFIED IN THE NOTICE, YOU ARE AGREEING TO THE CHANGE AND IT BECOMES PART OF THE AGREEMENT BETWEEN US.

**Our Refund/Credit Policy**

All prepaid charges (including, without limitation, any applicable Service Rates) are non-refundable / non-cancellable except as otherwise expressly set forth in these Terms of Service.

Volvo may, in our sole discretion, offer a credit on a case by case basis should your vehicle become a total loss as determined by us in our sole discretion, and if you notify us within seven (7) days of the vehicle incident by contacting our Volvo Customer Care Department.

Volvo may, in our sole discretion give a credit (the amount of which is determined by us in our sole discretion) for continuous Service interruption of more than 24 hours on a case-by-case basis, if such interruption was reasonably within our control, as determined by us in our sole discretion, and if you notify us within seven (7) days of the continuous interruption, by contacting our Customer Care Department. Any such credit shall constitute your sole and exclusive remedy for such failures, and you waive and release us and our Service Partners from any further liability to you in connection therewith.

Special Information About The Services (Subject to the additional information about Service and System Limitations set forth on Page 1-2 of the Subscription Agreement).

Supplemental Restraint Systems (SRS) Deployment Notification/SDN (ACN) Automatic Crash Notification provides assistance when an accident occurs and an airbag deploys. In this event, an ACN signal containing owner and location information will automatically transmit to the Response Center. Upon receipt of the signal, a Response Specialist will attempt to establish voice communication with the Vehicle occupants and forward any pertinent information to emergency services. If requested by the Vehicle occupant(s), the Response Specialist will stay on the line with the owner until emergency personnel arrive. You understand that we cannot assure you, or make any guarantees, about the manner or timeliness of such third party response or even whether third party emergency responders will in fact respond to your emergency at all or in a timely manner.

Emergency Assistance/EA (SOS) enables Vehicle occupants to request emergency assistance by pressing the dedicated Emergency Assistance Button (red SOS) in the Vehicle. This action transmits Vehicle information and location to specially trained Response Specialists, who assist in coordinating the dispatch of appropriate emergency assistance to the customer. If requested by the Vehicle
occupant(s), the Response Specialist remains on the line with the owner until assistance has arrived. You understand that we cannot assure you, or make any guarantees, about the manner or timeliness of such third party response or even whether third party emergency responders will in fact respond to your emergency at all or in a timely manner.

Roadside Assistance (RA) enables Vehicle occupant(s) to contact Roadside Assistance via the "On Call" Button in the Vehicle. Vehicle information (including location) is automatically transmitted to a Response Center, enabling the Response Specialist to dispatch assistance quickly and efficiently, subject to coverage under Volvo warranty or other roadside programs.

**Volvo On Call Sensus Connect** (includes the additional safety and security services directly below).

Theft Notification (TN) creates a data event that is presented to the Response Center. The Response Center informs the owner when their Vehicle alarm triggers. The owner will then contact police, if required and file a stolen vehicle report.

Stolen Vehicle Tracking (SVT) assists police efforts to recover the Vehicle in the event the owner reports the Vehicle stolen (and a stolen vehicle report has been filed with the appropriate police department). The owner can activate Stolen Vehicle Tracking by contacting the VOCSC Service Center and the VOCSC Service Center agent will attempt to locate the vehicle and provide the information to the appropriate police agency. We will ask for information about the police report you filed and verify with the local authorities that they are treating the Vehicle as stolen. For your safety and the safety of others, we will only provide location information about stolen vehicles to the police. We cannot guarantee that we will be successful in locating your vehicle. The VOCSC will attempt to locate your vehicle for up to seven days from the time you first report it stolen. We also are not required to try to find your Vehicle for the purpose of locating a person. We will not provide stolen vehicle location service for your Vehicle to an unauthorized third party, which means anyone other than you or an authorized user of legal age listed on your account, a government entity pursuant to a valid court order or other official governmental action. This service requires that you establish and use a Personal Identification Number (PIN code) each time it is accessed and file a stolen vehicle report with the local police authorities.

Remote Door Unlock (RDU) enables the owner to unlock Vehicle doors via a toll-free number, subject to consumer establishing and using his/her Personal Identification Number (PIN) code. If remote door unlock is unsuccessful, we may contact roadside assistance or emergency service providers to help you upon request and at your expense if you are not then covered under a paid roadside assistance plan (Volvo does include 4 years of roadside assistance under the terms of the new car warranty).

Text Display (TXD) enables the VOCSC Service Center to send text messages to the vehicle anytime the vehicle is in telematics mode.

Position Request (PRQ) enables the VOCSC Service Center to identify the exact location of the vehicle, to support the following services:

- SRS Deployment Notification
- Emergency Assistance
- Roadside Assistance
- Theft Notification
Stolen Vehicle Tracking

Remote Vehicle Immobilization (RVI), initiated by the VOCSC Service Center upon the direction of the police, after a Theft Notification has been received or a customer has reported the Vehicle as stolen, and Stolen Vehicle Tracking has been initiated, the VOCSC Service Center sends an RVI to the Vehicle, disabling the Vehicle’s engine once the engine has been turned off for thirty seconds or more.

No Warranties. Volvo and the VOCSC Service Center provide the services under this Agreement in reliance on the information you provide, and thus expressly disclaim any obligation to independently confirm the accuracy of such information. Volvo and the VOCSC Service Center warrant only to provide these services in a professional and workmanlike manner. ALL OTHER REPRESENTATIONS, WARRANTIES AND GUARANTIES OF VOLVO AND THE VOCSC SERVICE CENTER OR OTHERWISE RELATING TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT, ARE DISCLAIMED BY VOLVO AND THE VOCSC SERVICE CENTER AND ARE EXCLUDED FROM THIS AGREEMENT.

You acknowledge and agree that emergency situations may require subjective decisions, and that Volvo and the VOCSC Service Center may act on a good faith basis on decisions related to whether and/or when to contact a PSAP or someone identified by you as a contact person and as to what information to provide. Accordingly, you hereby waive and release any and all claims, of whatever nature, that you may at any time possess against Volvo or the VOCSC Service Center in connection with the VOCSC services, including without limitation any and all liability which may result from, relate to or arise out of any decision to contact or not to contact a PSAP or any contact person that you may have designated in connection with a suspected theft of your vehicle, or the potential existence of an emergency, or the nature of such contact(s) or what may result therefrom. You understand that Volvo and the VOCSC Service Center are responsible only for reasonably endeavoring to notify by telephone the appropriate PSAP or other contact person designated by you. Neither Volvo nor the VOCSC Service Center can guarantee that such third party will appropriately and timely respond. All routes, distances, point of interest information and driving times are derived using publicly available information, and under certain circumstances, information provided may be inaccurate or inconsistent with current road conditions. You and/or the driver of the vehicle are ultimately responsible for the safe operation of the vehicle and the VOCSC Service Center and Volvo assume no liability for inaccuracies, inconsistencies or unsuitability of information. You understand that if the Volvo On Call Sensus Connect system is damaged in an accident or otherwise, or if your vehicle travels outside the coverage area for wireless telephone service, the Volvo On Call Sensus Connect services may be unavailable to you. Services are provided only in the United States and Canada. You hereby authorize Volvo the right to access your vehicles On Call Sensus Connect device without prior notification for over the air programming in order to upgrade your system.

Limitation of Liability. Neither Volvo nor the VOCSC Service Center is an insurer and neither can be responsible for acts or omissions of others, or for events beyond the reasonable control of either. Your payment of fees and other amounts to Volvo under this Agreement only pertains to the monitoring services to be provided to you, and has no relationship to you or your property, and you do not expect Volvo and the VOCSC Service Center to cover or compensate you, in whole or in part, for any loss, damage, injury or death which might result to you or your property, or to any other person or property, resulting from any hazard or event which your Volvo On Call Sensus Connect system and the monitoring services to be provided under this Agreement are intended to detect or avert. You have the sole responsibility to obtain insurance to cover risks, losses, damages, injuries,
death and other effects of burglary, fire, physical dangers, medical problems or other events or circumstances affecting you, your family or any other persons who may be in or near your vehicle. You hereby release, indemnify and hold Volvo and the VOCSC Service Center and their respective representatives harmless from and against any and all claims or liability for all risk, loss, property damage, personal injury, death and other effects, without limitation.

Without limiting the preceding paragraph, if the VOCSC Service Center or Volvo does not provide the monitoring services which are the subject of this Agreement, or otherwise fails to perform any obligations undertaken by it under this Agreement or is otherwise liable to you (including, without limitation, under consumer protection statutes and regulations or otherwise), you understand and agree that the liability of the VOCSC Service Center or Volvo to you is limited to a total of not more than the amount of monthly fees actually paid by you or on your behalf to the VOCSC Service Center under this Agreement during the twelve month period preceding the alleged event or omission for which you or any other person may be making a claim against the VOCSC Service Center or Volvo. Under no circumstances shall the preceding sentence be construed as an agreement to refund any fees paid to the VOCSC Service Center. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF VOLVO AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. You accept responsibility for any and all liability beyond such limit, and you will maintain your own insurance coverage, providing such degree of monetary protection, as you may desire, to protect you and others from any such losses.

In addition, and without intending to limit the foregoing, in no event shall the VOCSC Service Center or Volvo be liable for any lost profits or actual, incidental, special, indirect, consequential or punitive damages. Also without limiting the preceding paragraph, if by reason of winds, fires, epidemics, landslides, floods, droughts, famines, acts of public enemies, acts of orders of any kind of governmental authority, insurrection, military action, war (whether or not declared), sabotage, riots, civil disturbances, explosions, entire failure of utilities or acts of God, etc. either Volvo or the VOCSC Service Center is unable in whole or in part to carry out its respective duties and obligations herein contained, neither Volvo nor the VOCSC Service Center shall be deemed to be liable in any way to you during the continuance of such inability.

You understand that the provisions, waivers and releases apply not only to you, but you agree to such provisions, waivers and releases on behalf of each occupant from time to time in your vehicle, and you agree to hold the VOCSC Service Center and Volvo harmless and indemnified from the claim of any such occupant that you are not empowered to sign such provisions, waivers and releases on such occupants behalf.

WITHOUT LIMITING THE FOREGOING, UNLESS FORBIDDEN BY LAW IN A PARTICULAR INSTANCE, EACH OF YOU, VOLVO, AND THE VOCSC SERVICE CENTER AGREE AS FOLLOWS:

A. VOLVO AND ITS AGENTS ARE NOT LIABLE FOR THE ACTIONS OR INACTIONS OF ANY SERVICE PROVIDER CONTACTED FOR YOU OR YOUR VEHICLE, OR FOR THE INABILITY TO CONTACT ANY SERVICE PROVIDER IN ANY PARTICULAR SITUATION.

B. VOLVO AND ITS AGENTS ARE NOT LIABLE TO YOU FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR OR THE OCCUPANTS OR YOUR VEHICLES USE OF THE SERVICES, OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE VOCSC SYSTEM.

C. NEITHER VOLVO NOR THE VOCSC SERVICE CENTER SHALL BE LIABLE FOR SERVICE INTERRUPTIONS OF 30 DAYS OR LESS. TO RECEIVE SERVICE CREDIT FOR LONGER INTERRUPTIONS, YOU MUST NOTIFY
VOLVO WITHIN 60 DAYS AFTER THE TIME WHEN THAT SERVICE INTERRUPTION STARTED. YOU AGREE THAT THERE SHALL BE NO LIABILITY TO YOU FOR DROPPED CALLS, OR CREDITS FOR INTERRUPTED SERVICE, OR FOR PROBLEMS CAUSED BY OR CONTRIBUTED TO BY YOU, BY ANY THIRD PARTY, BY BUILDINGS, HILLS, TUNNELS, NETWORK CONGESTION, WEATHER, OR ANY OTHER ITEMS THAT ARE OUT OF THE CONTROL OF VOLVO OR THE VOCSC SERVICE CENTER.

D. You agree that the limitations of liability and indemnities in this Agreement will survive even after the Agreement has ended. These limitations of liability apply not only to you, but to anyone using your vehicle, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your VOCSC Service or the VOCSC System.

NOTE: Some States / jurisdictions do not allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

Reliance on Wireless and Satellite Carriers. Services provided rely on the use of one or more wireless carriers and/or satellite carriers (the "underlying carriers"), selected and retained at the sole discretion of Volvo and/or the VOCSC Service Center. You shall not have and shall not acquire any proprietary interest in the underlying carriers addresses or any other numbers, or codes associated with or allocated to the embedded communications device in your vehicle, the Volvo On Call Sensus Connect Emergency Phone System (a "Subscriber Communicator"). You expressly agree that you have no direct contractual relationship with the underlying carriers and that you are not a third party beneficiary of any agreement between Volvo and/or the VOCSC Service Center, on one part, and the underlying carriers, on the other part. In addition, you expressly agree that the underlying carriers shall have no legal, equitable, or other liability of any kind to you. In any event, regardless of the form of the action, whether for breach of contract, warranty, negligence, strict liability in tort or otherwise, your exclusive remedy and the total liability of the underlying carrier arising in any way in connection with this agreement, for any cause whatsoever, including but not limited to any failure or disruption of service provided hereunder, is limited to payment of damages in an amount equal to the portion of the fixed monthly charges to you for the services relating to the period of service during which said damages occur.

The underlying carriers expressly disclaim with respect to you and you expressly waive, release and renounce all warranties of the underlying carriers arising by law or otherwise, with respect to, including, but not limited to: (a) any implied warranty of merchantability or fitness for a particular purpose; (b) any implied warranty arising from course of performance, course of dealing or usage of trade; (c) any warranties as to the accuracy, availability or content of the underlying carriers or any other service provided; and (d) any warranty under any theory of law, including tort, negligence, strict liability, contract or other legal or equitable theory. No presentation or other affirmation of fact, including, but not limited to, statements regarding capacity or suitability for use, that is not contained in this agreement shall be deemed to be a warranty by the underlying carriers. (e) damage or injury caused by a failure or delay in connecting a call to any entity including 911 or any other emergency service. You understand that Volvo and the underlying carrier do not guarantee you uninterrupted service or coverage or the security of wireless transmissions, and that the underlying carrier does not warrant that you can be located using the wireless service.

To the full extent allowed by law, you release, indemnify and hold harmless the underlying carrier from any and all claims of any person or entity for damages of any nature arising in any way from or relating to, directly or indirectly, services provided by the underlying carrier or any persons use
thereof, including personal injury or death, except where the claims result from the underlying carriers gross negligence or willful misconduct.

You acknowledge and agree that none of the underlying carriers shall be liable to you for costs or damages caused by any scheduled or unscheduled delays, failure or impaired performance of the underlying carriers system or any component thereof.

SIGNATURES (Required):

I have carefully read all pages of this Volvo On Call Sensus Connect Subscription Agreement and agree to its terms and conditions as described above, including, without limitation, the terms governing service duration and subscription renewal, system and service limitations, limitations of liability and privacy. I agree that the Agreement may be signed, delivered and retained in electronic form. By signing below, I confirm that I have read, understood and consent to the terms as set out above and agree to retain a copy of the Agreement (including the Terms and Conditions) for my records.