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Fiat 500e Terms of Service

The Fiat 500e battery electric vehicle is equipped with a consumer wireless services that include certain remote features, search charging stations, search points of interest and a smartphone application ("Fiat 500e Services").

By using the Fiat 500e Services, you agree that you are bound by these Fiat 500e Terms of Service as well as any other written services and transaction materials that you may receive or be referred to and any confirmation materials that you may receive or be referred to. For purposes of interpreting these Fiat 500e

Terms of Service, "FCA US LLC" (or "we" or "us") includes FCA US LLC's affiliates, officers, employees, agents, vendors, and suppliers that provide any of the underlying products, applications and services that comprise the Fiat 500e Services. "You" and "users" means all users of the Fiat 500e Services, including the Fiat 500e website (fiataccess.com) and Fiat 500e mobile application.

FCA US LLC reserves the right to modify the Fiat 500e Services and these Fiat 500e Terms of Service at any time without notice in its sole discretion. If you do not agree with the modifications, your sole and exclusive remedy is to not use the Fiat 500e Services.

1. Limited, Non-Extendable Operability Period. The Fiat 500e Services are ***operable only for 36 months*** beginning on the date of the retail sale of a Fiat 500e battery electric vehicle by an authorized Fiat dealer to the your vehicle's original purchaser (the "36-month operability period"). At the end of the 36-month operability period, the Fiat 500e Services will be deactivated and will become inoperable, and the Fiat 500e Services will be unavailable. The 36-month operability period cannot be extended, renewed, or restarted under any circumstances. During the 36-month operability period, the Fiat 500e Services subscription may be transferred to a new owner by calling **1-855-261-5364**. ***But under no circumstances is the 36-month operability period extended by any transfer or change of ownership of the vehicle, disruption of access to the system, failure to register or failure to use, or suspension of the Fiat 500e Services.***

2. Electronic Signature and Disclosure Consent Notice. You agree to the use of electronic documents and records in connection with your registration for the Fiat 500e Services and all future documents and records in connection with the Fiat 500e Services—including without limitation this electronic signature and disclosure notice—and that this use satisfies any requirement that we provide you these documents and their content in writing. If you do not agree, do not accept this agreement. To receive or access electronic documents and records, you must have the following equipment and software: (a) a device that is capable of accessing the Internet; (b) an Internet browser that supports HTML 4.0 and 128-bit SSL encryption, such as Microsoft Internet Explorer 7 and higher, Firefox 3 and higher, Chrome 3.0 and higher; and (c) software that permits you to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader 8.0 or higher, and email.

To retain documents and records, your device must have the ability to download and store PDF files. Your access to this page verifies that your system and device meets the above receipt, access, and retention requirements. Your clicking on the "Accept all FIAT 500e terms and conditions" button indicates your signature and your acceptance of this notice.

3. Privacy. The Fiat 500e Privacy Policy is available at fiataccess.com. This policy may change from time to time, so review it with regularity and care. You must be aware that your information and your vehicle data (including location information) may be collected, used, disclosed, and shared in accordance with this policy and U.S. laws, rules, and regulations. You consent to the collection, use and disclosure of this data, including by FCA US LLC.

4. Email Communications. FCA US LLC reserves the right to use the email address that you provide to communicate with you about the Fiat 500e Services. FCA US LLC may also use your email to tell you

about FCA US LLC products and services unless you have asked not to receive marketing emails from FCA US LLC. You are obligated to provide FCA US LLC with a valid e-mail address for so long as you continue to use the Fiat 500e Services.

5. Text Messages and Data Usage. If you choose to use the Fiat 500e mobile application to request that we communicate information about the Fiat 500e Services to you by text message, you must purchase an appropriate data plan that includes the ability to receive text messages from your mobile service carrier. We do not charge a fee for text messages; however, standard messaging, data, and other fees may be charged by your mobile service carrier. You are responsible for these charges. Please consult your mobile service carrier's pricing plan terms and policies to determine applicable data and text message charges, allotments and limitations, restrictions such as permissible uses, and other terms and conditions of service. FCA US LLC is not responsible for any overage or other charges or actions that your mobile service carrier may take against you for using data or the network in violation of your mobile service carrier's terms and policies. **If you wish to avoid data charges or charges related to text messages from your mobile service carrier relating to the Fiat 500e Services, stop using and uninstall the Fiat 500e mobile application on your mobile device.** You may also change your communication preferences to limit or stop all text messages at any time via the Fiat 500e mobile application.

6. Location-Based Services. Environment may limit location-based service information. You consent to FCA US LLC sharing your location and other needed enabling information to third parties as described in the Fiat 500e Privacy Policy. It is your responsibility to notify users of your vehicle that location can be identified.

7. Other Disclosures of Vehicle Information. In addition to the service features in your selected package, your vehicle may include certain features that will provide information about your vehicle, your vehicle's performance, your vehicle's location, your feature utilization, and other topics to third parties to enable the third parties to, among other things, improve their products and services. This vehicle information will be collected by FCA US LLC. You hereby consent to FCA US LLC disclosing this information. Additional information about vehicle information and other collection information is described in the Fiat 500e Privacy Policy.

8. Recording and Monitoring Calls. FCA US LLC or its agent may record and monitor your calls with a Fiat Customer Care Agent. FCA US LLC may share information obtained through the recording and monitoring in accordance with our legal and regulatory requirements. **YOU CONSENT TO THIS RECORDING AND MONITORING. YOU CONSENT TO SHARING OF INFORMATION OBTAINED THROUGH THESE RECORDINGS AND MONITORING.** Your consent in this section is ongoing. Your consent applies to all conversations between a Fiat Customer Care Agent and you. In addition, your consent applies whether or not a verbal or written notification of the recording and monitoring is given at the beginning of the conversations.

9. Limitations of the Fiat 500e Services.

9.1 Loss of Electrical Power. Your vehicle must have a working electrical system for the Fiat 500e Services to operate. **IF YOUR VEHICLE LOSES BATTERY POWER OR SUSTAINS DAMAGE TO CRITICAL ELECTRICAL AND/OR ANTENNA WIRING AND SUBSYSTEMS FOR ANY REASON (INCLUDING BEFORE, DURING, OR AFTER AN ACCIDENT) THE FIAT 500E SERVICES WILL NOT OPERATE.**

9.2 Sleep Mode. If your vehicle has been inactive (i.e., the ignition has not been turned on) for more than 22 days, your vehicle will go into a "sleep" mode which will prevent the vehicle from sending or receiving data.

Once your vehicle enters sleep mode, the ignition must be turned on to initiate a data connection to the vehicle.

9.3 Other Limitations and Restrictions. Many other factors can also affect operation of the Fiat 500e Services. For example, wireless coverage area, network or internet congestion, software, signal strength,

structures, buildings, weather, geography, topography, actions of third parties, damage to or malfunction of important parts of your vehicle in an accident or otherwise, and physical location of the vehicle (e.g., in an underground parking structure, on a bridge) may limit or restrict operation of the Fiat 500e Services. You agree that use of the Fiat 500e Services is subject to these limitations and restrictions outside of FCA US LLC's control.

10. Your Responsibilities.

10.1 Drive Responsibly. Always drive safely with your hands on the wheel. You have full responsibility and assume all risks related to the use of the Fiat 500e Services. Only use the Fiat 500e Services 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 Fiat 500e Services.

10.2 Protect Your Fiat 500e Services PIN. Your Fiat 500e Services PIN provides access to use certain features and applications, for example remote door lock, door unlock, horn and lights, remote start, and preconditioning. You must protect your PIN. Do not disclose it to anyone that you do not wish to use it. You are responsible for the actions related to the Fiat 500e Services of every person that has your PIN.

10.3 Compliance with Terms. You are responsible for not only your own compliance with these terms of service but also for the compliance of all users of your service account, whether or not authorized by you. You agree to make all other drivers aware of and subject to these Fiat 500e Terms of Service. You are solely responsible for the use of the Fiat 500e Services for your vehicle, even if you are not the one using the Fiat 500e Services and even if you claim later that another person's use was not authorized.

10.4 Not Insurance. You are responsible for your vehicle insurance. The Fiat 500e Services do not provide your vehicle insurance. The Fiat 500e Services are not an insurance product. FCA US LLC is not an insurance company. The payments you make for your Fiat 500e Services are not related to the value of your vehicle or any property in it or the cost of any injury to or damages suffered by you or anyone else. You should obtain and maintain adequate insurance covering your vehicle, property, and injuries to you or anyone else. The Fiat 500e Services are conveniences.

10.5 Vehicle Stolen or Sold. You agree to notify us immediately if your car is stolen or sold. However, your notification of your stolen or sold car does not automatically cancel your subscription. If you want to cancel your subscription, you must unsubscribe. Regardless of whether your car is stolen or sold, or if you unsubscribe to the Fiat 500e Services or decide at a later date to re-subscribe to the Fiat 500e Services, the subscription period will run continuously from the initial date of purchase until 36 months later, notwithstanding any of the intervening events described above.

11. Accuracy of Results. FCA US LLC does not guarantee any results or the accuracy of any results that you may obtain from the Fiat 500e Services, including but not limited to any charging location provided by the Fiat 500e Services. The search charging station function of the Fiat 500e Services is an accommodation only, and you should independently verify the accuracy of the charging station locations. FCA US LLC is not responsible for any information provided regarding charging stations, including whether or not those charging stations are still in the suggested location, located in safe areas, operational, or are open at certain times. You are responsible for independently identifying and confirming the operation of charging stations. Charging stations are independently owned or operated and additional fees for charging may apply.

12. Stored Data. If FCA US LLC stores data on or about the Fiat 500e Services, then FCA US LLC may delete the data without notice or place restrictions and limits on the use of storage areas. Data stored as part of the Fiat 500e Services, transmitted over a telecommunications network, or stored by FCA US LLC may be deleted, modified, or damaged. FCA US LLC has no responsibility in connection with the storage or maintenance of any data.

13. Transported Data. You agree that no data transmitted over the telecommunications provider's networks or the internet is guaranteed to be secure. FCA US LLC is not guaranteeing that any data that you submit to FCA US LLC will be free from unauthorized intrusion.

14. Software Updates. The Fiat 500e Services use software that we may need or want to change. We may do this remotely with regard to the Fiat 500e mobile application without notifying you. Your vehicle systems also involve software that your car manufacturer may need or want to change. You agree that FCA US LLC may assist your car manufacturer in doing this without your prior consent.

15. Terms About Specific Services. If you have questions about specific features of the Fiat 500e Services, you may contact us at **1-855-261-5364**.

15.1 Remote Lock and Unlock. The Fiat 500e Services provide you with the ability to either lock or unlock the vehicle remotely using the Fiat 500e mobile application. The request will not be processed if vehicle is in motion or the ignition key is on. You are responsible for knowing where the vehicle is and for the security of your vehicle. FCA US LLC does not promise that the remote lock and unlock features will always work.

15.2 Remote Horns and Lights. The Fiat 500e Services provide you with the ability to remotely activate the vehicle's horn and lights for a period of ten seconds using the Fiat 500e mobile application. The request will not be processed if the vehicle is in motion or the ignition key is on. You are responsible for knowing where the vehicle is and for the security of your vehicle. FCA US LLC does not promise that the remote horns and lights features will always work.

15.3 Remote Precondition Start and Remote Precondition Cancel. The Fiat 500e Services provide you with the ability to remotely activate the vehicle's heating or air conditioning systems for a period of ten minutes using the Fiat 500e mobile application if you have adequate battery charge. The request will not be processed if the vehicle is in motion or the ignition key is on or if the driver side door is open. You are limited to three remote precondition start extension requests per ignition cycle. You are responsible for knowing where the vehicle is and for the security of your vehicle. FCA US LLC does not promise that the remote precondition start or remote precondition cancel features will always work.

15.4 Theft Alarm Notification. The Fiat 500e Services provide you with the ability to be notified that a theft alarm event has been detected. FCA US LLC does not promise that the notification will always be sent. FCA US LLC does not promise that the notification will alert you in all cases of theft. You cannot recall or terminate a theft alarm message. You are responsible for notifying the proper authorities in the event you receive a theft alarm notification.

16. Domestic Use. The Fiat 500e Services are available only for those Fiat 500 vehicles that are located in the 48 continental United States with available wireless coverage.

17. Disclaimer of Warranties. YOU EXPRESSLY UNDERSTAND AND AGREE THAT: (A) YOUR USE OF THE FIAT 500E SERVICES IS AT YOUR SOLE RISK, AND THE FIAT 500E SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH ALL FAULTS AND FCA US LLC EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (B) FCA US LLC MAKES NO WARRANTY THAT (i) THE FIAT 500E SERVICES WILL MEET YOUR REQUIREMENTS, (ii) THE FIAT 500E SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE QUALITY OF ANY SERVICE AVAILABLE ON THE FIAT 500E SERVICES WILL MEET YOUR EXPECTATIONS, (iv) THE FIAT 500E SERVICES DO NOT INFRINGE ON THIRD PARTY RIGHTS, AND (v) ANY ERRORS IN THE FIAT 500E SERVICES WILL BE CORRECTED; AND (C) NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FCA US LLC OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY TO YOU.

18. Limitation of Liability. TO THE EXTENT NOT PROHIBITED BY LAW, YOU UNDERSTAND AND AGREE THAT FCA LLX SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF FCA US LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, OR OTHERWISE) RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE FIAT 500E SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY DATA, INFORMATION OR SERVICES OBTAINED OR MESSAGES RECEIVED THROUGH, FROM, OR AS A RESULT OF THE FIAT 500E SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE FIAT 500E SERVICES; (v) YOUR RELIANCE ON CONTENT MADE AVAILABLE BY US; (vi) THE FAILURE OF WIRELESS SERVICE PROVIDERS IN PERFORMING SERVICES FOR FCA US LLC; OR (vii) ANY OTHER MATTER RELATING TO THE FIAT 500E SERVICES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR PERSONAL INJURY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.

ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS IN THIS PARAGRAPH MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU MUST BRING ANY CLAIM WITHIN ONE (1) YEAR AFTER SUCH CLAIM AROSE OR IT IS FOREVER BARRED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, OUR MAXIMUM LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE FIAT 500E SERVICES (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED \$50. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

19. Indemnification. You agree to indemnify, defend, and hold FCA US LLC and FCA US LLC's subsidiaries, affiliates, and parent companies harmless from any claims arising out of or relating to your actions, including, but not limited to, your use of the Fiat 500e Services; failure to safeguard your passwords, backup question to your shared secret question, or other account information; or violating this agreement or any policy referenced in this agreement, any applicable law or regulation, or the rights of any third party.

20. Modification and Deactivation. FCA US LLC reserves the right to modify the Fiat 500e Services and these terms of service at any time without notice or liability to you in its sole discretion. If you do not agree with the modifications, your sole and exclusive remedy is to not use the Fiat 500e Services. FCA US LLC may deactivate the Fiat 500e Services at any time without notice or liability to you, including, without limitation, if FCA US LLC stops providing the Fiat 500e Services due to obsolete technology or other reasons during the 36-month operability period.

21. Force Majeure. FCA US LLC will not be responsible for any delay, interruption, or other failure to perform under this agreement due to acts, events, or causes beyond the reasonable control of FCA US LLC (a "**Force Majeure Event**"). Force Majeure Events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; inability to obtain services, parts or equipment from third party suppliers; cable cuts by third parties; acts of third parties; explosions and fires; embargoes, strikes, and labor disputes; court orders and governmental decrees.

22. General Terms. These Fiat 500e Terms of Service constitute the entire agreement between you and FCA US LLC concerning your use of the Fiat 500e Services. Our failure to exercise or enforce any right or provision of these Fiat 500e Terms of Service shall not constitute a waiver of such right or provision. These Fiat 500e Terms of Service and the relationship between you and FCA US LLC shall be governed

by the laws of the state of your residence without regard to its conflict of law provisions, except to the extent that law is inconsistent with or preempted by federal law. Your use of the Fiat 500e Services may also be subject to other local, state, national, or international laws. If any provision of these Fiat 500e Terms of Service is found by a court of or other tribunal of competent jurisdiction to be invalid, the parties nevertheless agree that the court or tribunal should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Fiat 500e Terms of Service will remain in full force and effect. While you may transfer or assign your subscription to the Fiat 500e Services, these Fiat 500e Terms of Service may not be transferred or assigned by you. FCA US LLC may assign these Fiat 500e Terms of Service without restriction. Any assignment attempted to be made by you in violation of these Fiat 500e Terms of Service shall be void. You agree that no joint venture, partnership, employment or agency relationship exists between you and FCA US LLC as a result of these Fiat 500e Terms of Service or use of the Fiat 500e Services. These Fiat 500e Terms of Service are not for the benefit of any third party except the Network Providers and FCA US LLC's vendors and suppliers that supply goods or services to FCA US LLC in connection with the Fiat 500e Services. Upon termination of these Fiat 500e Terms of Service, any provision which, by its nature or express terms should survive, will survive such termination. The section titles and annotations in these Fiat 500e Terms of Service are for convenience only and have no legal or contractual effect.

23. Special Terms from the Telecommunications Network Provider.

23.1 No Contractual Relationship. You have no contractual relationship with the telecommunications network provider, its wireless carriers or other network service providers (collectively, the "Network Providers"), and they have no contractual liability of any kind to you.

23.2 No Property Rights in Assigned Phone Number. Subject to FCC Number portability rules, you have no property right in any mobile phone number assigned to the Fiat 500e Services in-vehicle device and you understand that any such number can be changed from time to time.

23.3 No Responsibility for Network Interruptions. You acknowledge that the Fiat 500e Services in vehicle device utilizes a mobile telephone service that is furnished by the Network Providers through a telecommunications network, and that such telecommunications network may be temporarily refused, interrupted, curtailed or limited because of atmospheric, terrain, other natural or artificial conditions and may be temporarily interrupted or curtailed due to usage concentrations, modifications, upgrades, relocation and repairs of transmission facilities. You agree that neither FCA US LLC nor the Network Providers shall be responsible for such interruptions of the telecommunications network or the inability to use the Fiat 500e Services outside the 48 continental United States.

You agree that neither FCA US LLC nor the Network Providers can guarantee the security of wireless transmissions and will not be liable for any lack of security relating to the use of the telecommunications network.

23.4 Damages Limitation. In no event shall any of the Network Providers be liable to you for any cost, delay, failure or disruption of the telecommunications network, lost profits, or incidental, special, punitive or consequential damages.

23.5. Use of Equipment is at Your Own Risk. In no event shall any of FCA US LLC or the Network Providers be liable for the failure or incompatibility of equipment utilized by you in connection with the telecommunications network. You shall select and use equipment at your own risk.

24. Contact Information. If you have any questions about, or complaints that concern, these Fiat 500e Terms of Service, please email us at dprivacy@fcagroup.com. If you prefer, you may also write to us at FCA US LLC, Attention: Data Protection Office, CIMS 485-02-12, 1000 Chrysler Drive, Auburn Hills, MI 48326.