



# The AA-X App from the AA

## Terms and Conditions

from June 2023

### These terms

Please read these terms carefully before you use the AA-X App.

By using the AA-X App (and any Car Plug-In we provide), you agree to be bound by these terms and acknowledge that we process your personal data in accordance with our AA-X Privacy Notice and Cookie Policy (which may change from time to time).

### Important information

**Car Insights product.** The Car Insights Services in the AA-X App is a stand-alone product which is not part of AA Breakdown membership or other AA products (including other connected car products).

**Improving the AA-X App.** The AA-X App is new and we may release frequent updates. It may contain errors or bugs, so your feedback is invaluable to improving the experience.

**Car insights are indicative.** We can't guarantee the accuracy of Car faults, condition and driving style shown in the AA-X App as this depends on Car sensors outside our control.

**Repairs must be purchased separately.** Your AA-X App subscription does not include servicing, maintenance, MOTs or repair services for your Car (which must be purchased separately).

**Breakdowns.** If you are in a breakdown or accident, please refer to your AA Breakdown policy documents to request assistance.

**Do not use whilst driving.** You must not use the AA-X App whilst driving. You remain responsible for the safe operation of the Car and complying with the Highway Code.

**Location data.** To provide the AA-X App, we need to collect and process certain location data from your Car. Please see our AA-X Privacy Notice for further information.

**Please retain these terms.** We recommend you print a copy of these terms for your records.

### Who are we?

We are **Automobile Association Developments Limited** and we are part of the "**AA Group**" (which also includes any holding company or subsidiary company).

## What to do if you need help

What help do you need?	Contact details
Using the AA-X App or a Car Plug-In	Telephone: 0330 053 0466 Email: <a href="mailto:aax@theaa.com">aax@theaa.com</a>

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*When use AA-X App, you are agreeing to the following terms – please ensure you read each section in full:*

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## 1 You must be eligible to use the AA-X App

### Subscriptions

- 1.1 The AA-X App requires a subscription (the “**Subscription**”) to unlock and use the Car Insights Services (as defined in Section 3.1 below).
- 1.2 Subscriptions remain subject to eligibility and your Subscription will start once we provide confirmation in the AA-X App.

### Eligibility criteria

- 1.3 To be eligible to use the AA-X App, you must:
  - 1.3.1 have received an invitation from us with a unique link to access the AA-X App;
  - 1.3.2 have an eligible iPhone or Android device with internet access and operating system capable of running the AA-X App;
  - 1.3.3 have an eligible Car which can connect to the AA-X App as a Connected Car or via a Car Plug-In (see Section 2.1);
  - 1.3.4 reside in an eligible postcode;
  - 1.3.5 have full permission from the Car’s owner to use it in connection with the AA-X App and to install any Car Plug-In we may provide (see Section 5); and
  - 1.3.6 be at least 17 years old with a full valid UK driving licence for a passenger car.

## 2 The AA-X App can only be used with eligible Cars

### What is an eligible Car?

- 2.1 The AA-X App will let you know if a Car is eligible:
  - 2.1.1 as a “**Connected Car**”: a Car with eligible connected vehicle services provided by the Car’s manufacturer; or
  - 2.1.2 via “**Car Plug-In**”: a telematics “dongle” we may provide to you to self-install in the Car (this includes any associated firmware, SIM card and cables).

### Changing cars

- 2.2 If you want to connect the AA-X App to a different car then you must contact us using the details at the start of these terms (we don’t guarantee that all cars will be compatible).
- 2.3 You must not use the AA-X App with a different vehicle (or connect any Car Plug-In to a different vehicle) unless we give you permission.

### Car manufacturer permission

- 2.4 To use the AA-X App with a Connected Car, you need to give permission to the Car manufacturer (and maintain that permission) to connect to the AA-X App (and additional third-party terms may apply).
- 2.5 If you do not agree to this (or if you withdraw this permission) then you will not be able to use the AA-X App with your Car.

#### **Car Plug-In**

- 2.6 Car Plug-Ins remain subject to availability and if we agree to provide a Car Plug-In then we'll lease this to you free of charge for the duration of your Subscription.
- 2.7 Car Plug-Ins remain our property at all times, and you must return it to us within 28 days of your Subscription ending (otherwise a reasonable replacement fee may be payable).
- 2.8 Please see Section 6 for more details about the Car Plug-In.

#### **You must let us know about certain changes**

- 2.9 You must inform us straight away in the event:
- 2.9.1 that you change your usual residential address;
  - 2.9.2 of any sale, theft or loss of the Car; or
  - 2.9.3 of any unauthorised use of the Car.

### **3 Car insights are indicative only**

#### **What are the Car Insights Services?**

- 3.1 The "**Car Insights Services**" consist of us providing the following reports or data to you in the AA-X App about your eligible passenger car (the "**Car**"):
- 3.1.1 "**Telemetry Data**": Car data, technical details, fault alerts, driving data, battery health information and other telemetry data; and
  - 3.1.2 "**Car Insights Reports**": other reports and analytics we prepare based on Telemetry Data.

#### **AA-X App insights should not be relied on**

- 3.2 Telemetry Data depends on factors outside our control (like Car sensors) which may result in inaccurate readings, and we can only see certain types of Car sensor data so not all faults may be detectable.
- 3.3 Car Insights Reports include suggestions about potential faults, condition and driving style, however this is indicative only and should not be relied on.
- 3.4 We cannot verify the cause of a Car fault code or battery alert without inspecting the Car, and inspections are not provided as part of the Car Insights Services.
- 3.5 We are not responsible for losses caused by our failure to let you know about a fault code, battery alert or other issue with your Car.

#### **Car insights are available for a limited time only**

- 3.6 Telemetry Data and Car Insights Reports are available in the AA-X App for a limited time and may be removed without notice.
- 3.7 Telemetry Data and Car Insights Reports will not be available once your Subscription ends.

#### **4 These terms do not apply to breakdown assistance, servicing, maintenance or repairs**

##### **The AA-X App may suggest service, maintenance or repair services**

- 4.1 Your AA-X App subscription does not include service, maintenance, MOTs or repair services for your Car and these must be purchased separately.
- 4.2 The AA-X App may suggest service, maintenance, MOTs and repairs for your Car, however these are indicative only and should not be relied on. We cannot confirm the cause of a potential fault and the services required to fix it without inspecting the Car.
- 4.3 You remain responsible for arranging any necessary breakdown assistance, servicing, maintenance, MOTs and repairs for the Car and ensuring that it is safe and legal to drive.
- 4.4 You should promptly arrange for the Car to be inspected by a qualified technician if you suspect that the Car has any faults or issues (whether or not the AA-X App has identified any potential faults).

##### **AA-X Repair Services can be purchased separately**

- 4.5 The AA-X App may provide the option to purchase AA-X Repair Services (including service, maintenance, MOTs and repair services) for your Car.
- 4.6 Any AA-X Repair Services available for purchase in the AA-X App are governed solely by our AA-X Repair Services Terms and fall entirely outside of these terms.

##### **We are under no obligation to provide assistance under these terms**

- 4.7 We are under no obligation to provide any assistance in relation to an actual or potential Car fault identified by the AA-X App.
- 4.8 However, you may request assistance legitimately within the terms of a valid AA Breakdown membership to attend a breakdown or accident (in which case such assistance is provided solely under applicable AA Breakdown terms).
- 4.9 Similarly, you can purchase AA-X Repair Services in the AA-X App (in which case such assistance is provided solely under our AA-X Repair Services Terms).
- 4.10 Other than as set out above, there may be occasions where (in our absolute discretion) we decide to provide assistance in response to a fault identified by the AA-X App. However, this does not change the scope of the Car Insights Services and we have no obligation to provide this assistance.
- 4.11 If we do exercise our discretion to provide assistance under Section 4.10 then:

- |  |
|--|
| <p>4.11.1 this will be limited to assistance necessary to address the fault identified by the AA-X App (where possible); and</p> <p>4.11.2 we won't be responsible for any failure to find or fix any issues linked to a fault code or battery alert, or any need for further repairs after we've provided assistance.</p> |
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## 5 You need permission from the Car's owner and any driver

### You must inform the Car's owner and any driver about the AA-X App

- 5.1 You must get the permission of the Car's owner (and any driver) to connect the Car to the AA-X App and bring these terms and our Privacy Notice to their attention in full.
- 5.2 In particular, you must tell the Car's owner (and any driver) that the Car is connected to the AA-X App and it will record and transmit data to a central data hub (including data which tracks the location and movement of the Car).

### When to stop using the AA-X App

- 5.3 If the Car is being driven by anyone who has not given permission for it to be connected to the AA-X App then you must stop using the AA-X App straight away until the Car is back in your possession.
- 5.4 If the Car is sold, then you must promptly let us know and must stop using the AA-X App and remove any Car Plug-In (unless you have permission from the new owner of the Car to keep using it with the AA-X App).

### Responsibility for losses

- 5.5 You must compensate us for reasonable loss we suffer as a direct result of you failing to comply with this Section 5.
- 5.6 This includes (without limitation) any claims made against us by any owner or driver of the Car because you didn't tell them it was connected to the AA-X App.

## 6 We may provide you with a Car Plug-In

### Car Plug-In requirements

- 6.1 If we provide you with a Car Plug-In then you agree that:
- 6.1.1 we'll deliver the Car Plug-In to the address you provide in the AA-X App;
  - 6.1.2 any dates for delivery of the Car Plug-In are an estimate only and we have no responsibility for delays in delivery outside our control;
  - 6.1.3 you are responsible for self-installing the Car Plug-In in the onboard diagnostics port (OBD Port) in the Car in accordance with our instructions;
  - 6.1.4 following delivery of the Car Plug-In, you are responsible for loss, theft, damage or destruction of the Car Plug-In;

- 6.1.5 we conduct compatibility checks when you subscribe to ensure the Car Plug-In works with the Car:
- 6.1.6 Car Plug-Ins must not be used with any other vehicle without our prior approval and we don't guarantee that the Car Plug-In are compatible with other vehicles;
- 6.1.7 you will not attempt to dismantle the Car Plug-In or use it in any other way except as permitted by these terms;
- 6.1.8 Car Plug-Ins remain our property and you have no right, title or interest in it (except to use it in accordance with these terms), and you will ensure no charge, lien or other encumbrance is created over the Car Plug-In; and
- 6.1.9 you will ensure that the Car Plug-In is not sold or transferred to a third party (including as part of the sale or transfer of the Car to a third party).

#### **You must notify us about loss of the Car Plug-In**

- 6.2 You must notify us straight away:
  - 6.2.1 of any misuse, loss, accident, theft or damage to the Car Plug-In (including its SIM); and
  - 6.2.2 if the Car Plug-In is no longer in your possession for any reason.

#### **Other important details**

- 6.3 **Do not attempt to fix any Car Plug-In issues without our assistance via the contact details at the start of these terms.**
- 6.4 In the unlikely event that you notice any change in the Car or are in any doubt as to proper functioning or safety of the Car Plug-In, then you should remove the Car Plug-In from the Car as soon as possible and notify us.
- 6.5 You should avoid disconnecting the Car Plug-In from the Car unless strictly necessary (for example where the Car is being sold or for safety reasons).
- 6.6 We recommend that the Car Plug-In is removed prior to any servicing, maintenance, MOTs or repairs.
- 6.7 Network charges for data used by the Car Plug-In via its internal SIM are included within the Fee.
- 6.8 Car Plug-Ins are designed to operate within the UK and may not operate in other countries.
- 6.9 You must compensate us for any reasonable losses we suffer as a direct result of the Car Plug-In being used in a vehicle other than the Car we approve without our permission or due to you no longer being in possession of the Car Plug-In.

## **7 Any applicable Subscription Fees will be shown in the AA-X App**

### **Applicable Fees for paid Subscriptions**

7.1 Any applicable fees (including VAT) ("**Subscription Fee**") for a Subscription will be shown in the AA-X App if you choose to purchase a paid Subscription.

7.2 We may also make paid Subscriptions available free of charge for a limited time, provided that a Subscription Fee may be payable if you do not cancel your Subscription before your renewal date (but we'll let you know in advance).

### **Subscription types**

7.3 The AA-X App will show available Subscription types and how you can end your Subscription. We may make Subscriptions available as a:

7.3.1 **a continuous monthly Subscription:** where you subscribe and pay any applicable Subscription Fee on a continuous monthly basis ("**Monthly Fee**") and your Subscription will run continuously until cancelled; or

7.3.2 **an annual Subscription:** where you subscribe and pay any applicable Subscription Fee on an annual basis ("**Annual Fee**") and your Subscription will auto-renew on each anniversary of your Agreement start date.

### **Continuous monthly Subscriptions:**

7.4 The first Monthly Fee will be taken on purchase of your Subscription to the Services (or on renewal if we provide a free trial period).

7.5 Subsequent Monthly Fees will be taken on or around the same day of each following month.

### **Annual Subscriptions:**

7.6 The first Annual Fee will be taken on purchase of your Subscription to the Services (or on renewal if we provide a free trial period).

7.7 Subsequent Annual Fees are collected on an auto-renewal basis on or around the anniversary of your Subscription start date.

7.8 We will contact you prior to renewal to give you the opportunity to cancel your Car Insights Services Subscription before the renewal takes effect.

### **How we charge applicable Fees**

7.9 The AA-X App will show available payment options (which may be subject to additional third party terms).

7.10 Your payment data may be stored by our payment provider so we can take payment on Subscription auto-renewal. You can cancel auto-renewal at any time (see Section 8 for more details).

7.11 We may change applicable Fees from time to time. We will let you know of any changes in advance of your next renewal date and any changes will take effect on your next monthly or annual renewal date (as applicable).

7.12 Other than any applicable Subscription Fee, you are responsible for any other costs incurred in using the AA-X App (including Car running costs and mobile data fees for your device).

### **Once your Subscription ends**



7.13 Once your Subscription ends, the AA-X App (including Telemetry Data and Car Insights Reports) will not be accessible or provide functionality, even if Car faults identified in the AA-X App have not been resolved.

## 8 You can change your mind and how to end your Subscription

### How to end your Subscription

- 8.1 **Ending your subscription.** You may cancel your Subscription at any time, provided that your Subscription will continue until your next auto-renewal date.
- 8.2 **Opting out early.** If you wish to end your Subscription and stop collection of Telemetry Data from the Car before your next auto-renewal date, please contact us using the details at the start of these terms. Please note that deleting the AA-X App will not end your Subscription (or stop collection of data from a Connected Car or Car Plug-In), so please contact us if you would like to end this early.

### Your legal right to change your mind

- 8.3 You also have a legal right to change your mind and cancel this agreement within 14 days and receive a refund of any applicable Fees paid.

### Annual Subscriptions

- 8.4 If you have an annual Subscription then you have the right to cancel within 14 days after the start date of your Subscription and then within the 14-day period after each annual auto-renewal date (each a “**cooling off period**”).
- 8.5 Where you cancel within a cooling off period, the cancellation will be effective straight away after you notify us of your decision to cancel and you will be reimbursed for all Fees charged for the relevant Subscription period you wish to cancel.
- 8.6 If you do not cancel within a cooling off period then you may still cancel your Subscription at any time, provided that your Subscription will continue until your next annual auto-renewal date.

### Continuous monthly Subscriptions:

- 8.7 If you have a continuous monthly Subscription then you have the right to cancel within 14 days after the start date of your Subscription (the “**initial cooling off period**”).
- 8.8 Where you have cancelled within the initial cooling off period, cancellation will be effective straight away after you notify us of your decision to cancel and You will receive a refund of any applicable Fees paid.
- 8.9 If you do not cancel within the initial cooling off period then you may cancel your Subscription at any time, provided that your Subscription will continue until your next annual auto-renewal date.

## 9 Availability may be affected by factors beyond our control

You need to use the latest version of the AA-X App

- 9.1 From time to time, we may release new and updated versions of the AA-X App and/or Car Plug-In firmware (where applicable) without notice which may change available functionality.
- 9.2 It is your responsibility to ensure you use the latest version to take advantage of the full functionality available and we aren't responsible for any failures due to you not using the latest version.

#### **Factors outside our control may affect availability**

- 9.3 You acknowledge and agree that:
- 9.3.1 the availability of the AA-X App and Car Insights Services depends on systems and technologies beyond our control (including Car and manufacturer systems, mobile networks, GPS, the internet and other third party systems);
  - 9.3.2 the AA-X App and Car Insights Services availability can be limited by poor mobile network or GPS reception, including due to geographical and weather conditions, Car position and physical obstacles (such as buildings);
  - 9.3.3 we cannot guarantee the accuracy of any data collected from the Car or provided to you via the AA-X App and you agree not to rely on the contents of the AA-X App (including Telemetry Data and Car Insights Reports); and
  - 9.3.4 if the Car requires a Car Plug-In then the Services will not be available unless the Car Plug-In is properly installed in the Car.
- 9.4 Unless these terms say otherwise, the AA Group will not be responsible for any losses that you suffer due to matters set out in Section 9.3 above.

#### **We're not responsible for delays outside our control**

- 9.5 If our supply of any product (including the AA-X App, Car Insights Services or any Car Plug-In we agree to supply) is delayed by an event outside our control, we'll contact you as soon as possible to let you know and do what we can to reduce the delay.
- 9.6 As long as we do this, we won't compensate you for the delay, but you can contact us at using the details at the start of these terms to end your Subscription and receive a refund for any sums paid in advance for services which will not be provided, less reasonable costs we have incurred.
- 9.7 Events outside our control may include (without limitation) any delays caused by your Car or Car's manufacturer or other third-party systems or networks.

## **10 We can change products and these terms**

#### **Changes we can always make**

- 10.1 We can always change the AA-X App and the Car Insights Services and any other products at any time:
- 10.1.1 to reflect changes in relevant laws and regulatory requirements (for example, if we are no longer able to collect Car data required by the AA-X App);

10.1.2 to make minor technical adjustments and improvements, for example to address a security threat; and

10.1.3 to update digital content, provided that the digital content matches the description of it that we provided to you before you bought it. We might ask you to install these updates.

#### **Changes to these terms**

10.2 We may change these terms at any time by publishing modified terms in the AA-X App or on our website or by providing you with a copy of updated terms.

10.3 Your use of the AA-X App after a change has been made available to you will be deemed to signify your acceptance of the modified terms.

10.4 We recommend you print a copy of these terms for your records.

#### **Changes we can only make if we give you notice and an option to terminate**

10.5 If we make more significant changes to the AA-X App or these terms then we'll notify you and, should you wish, you can then contact us to end your Subscription before the change takes effect and receive a refund for any services you've paid for in advance, but not received.

## **11 We can suspend supply (and you have rights if we do)**

#### **We can suspend a product**

11.1 We can suspend supply of any product (including the AA-X App and/or Car Insights Services). We can do this to:

11.1.1 deal with technical problems or make minor technical changes;

11.1.2 update the product to reflect changes in relevant laws and regulatory requirements; or

11.1.3 make changes to the AA-X App or these terms (see Section 10).

#### **Your rights if we suspend**

11.2 We will contact you in advance to tell you that we'll be suspending supply, unless the problem is urgent or an emergency.

11.3 You may contact us to end this contract if we suspend supply for a period of more than 30 days and we'll refund any sums you have paid in advance for the services which you will not receive from the date of suspension.

## **12 We can withdraw products and we can end our contract with you**

#### **We can withdraw products**

12.1 We can stop providing a product, such as the AA-X App or Car Insights Services.

12.2 We'll let you know at least 30 days in advance and will refund any sums you've paid in advance for products which won't be provided.

### 12.3 We can end our contract with you

12.4 We can end our contract with you for your Subscription (or any other product) if:

- 12.4.1 you don't make any payment to us when it's due (including any auto-renewal date);
- 12.4.2 you are in material breach of these terms (including if you use AA-X App with any car without the consent of any driver or owner, or if you use a Car Plug-In in a different car which we have not approved); or
- 12.4.3 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the product, for example, information about your Car.

## 13 We don't compensate you for all losses caused by us or our products

### Losses we are not responsible for

13.1 We're responsible for losses you suffer caused by us breaking these terms, unless the loss is:

- 13.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- 13.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in Section 9.5 (We're not responsible for delays outside our control), we'll not be responsible.
- 13.1.3 **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.
- 13.1.4 **A business loss.** If you use any product (including the AA-X App or the Car Insights Services) for purposes of your trade, business, craft or profession. This includes (without limitation) loss of profit, loss of business, business interruption and loss of business opportunity.

### When we are responsible for losses caused by digital content we supply

13.2 If we supply digital content which causes damage to your device or other digital content due to our failure to use reasonable care and skill then we'll decide whether to repair the device or compensate you, provided that the most we'll pay to you in relation to such losses is £1,000.

### When we are responsible for other losses

13.3 Apart from the responsibility we accept under Section 13.2 and under any terms implied into this agreement by law, the most we'll pay to you in relation to other losses you incur under these terms is limited to £1,000 or the total Fees paid (whichever is greater).

#### Accuracy of reports and data

13.4 We do not guarantee or promise that the AA-X App or any data or reports provided to you will be error free or uninterrupted.

13.5 We are not responsible to you for the accuracy or completeness of the reports or data recorded by the Car or the Car Plug-In (as applicable) or displayed on the AA-X App.

13.6 Not all faults are detectable and we accept no liability for any failure to detect a fault with the Car.

#### Damage caused by the Car Plug-In

13.7 If you believe damage has been caused to the Car by the Car Plug-In, then you should contact us as soon as possible.

13.8 We will make good any damage caused to an eligible Car (as deemed by us) as a direct result of the Car Plug-In (excluding any intentional or wilful damage or misuse of the Car Plug-In) and provided that we'll need to inspect the Car to assess any such damage.

13.9 We are not responsible for any pre-existing faults, defects or damage to the Car or other property.

13.10 You must not attempt, nor get anyone else to attempt, to repair any damage caused to the Car by any Car Plug-In. If you do so then we'll not be responsible for any damage caused and you will need to pay for the repair costs.

#### Other important limits on our liability

13.11 **Errors and back-ups.** You acknowledge that the AA-X App may contain errors or bugs which may cause failures or loss of data from your device. You are strongly encouraged to back up all information on your device prior to installing or updating the AA-X App, and we cannot be held responsible if you fail to do so

13.12 **Traffic violations.** We are not liable for any losses arising under any circumstances from traffic violations committed by any driver using the Car, the AA-X App or Car Plug-In (as applicable).

13.13 **Car warranties.** We have no liability where the installation of the Car Plug-In voids any manufacturer or other warranty which applies to the Car. It is your responsibility to ensure that these warranties are not voided by installation of the Car Plug-In.

13.14 **Other vehicles.** We will not accept any liability for any damage to a vehicle where you have allowed a Car Plug to be fitted to a vehicle that we have not approved.

## 14 We own materials, brands and logos in the AA-X App

### Your licence to use the AA-X App

14.1 During your Subscription term, we grant you a limited, personal, non-exclusive and non-transferrable right to access and browse the contents of the AA-X App on the following basis:

14.1.1 you will not copy, modify, publish, transfer, sell, reproduce or in any way exploit the AA-X App (or any part of it) or any associated software;

14.1.2 you will not utilise the AA's trademarks or trade names in any way; and

14.1.3 you will comply with our reasonable instructions relating to the AA-X App.

#### Who owns materials, brands and logos

14.2 All materials presented in the AA-X App and any other materials we send you, unless specifically indicated otherwise, are under owned by us or our licensors and we reserve all rights in any such materials (including copyright, trademarks, registered designs, design rights, domain names, database rights, patents, trade names and all other intellectual property rights).

14.3 You must not reproduce or redistribute materials in the AA-X App without our prior written permission.

14.4 All AA trademarks, brands and logos used on the AA-X App or other materials we send you are the registered trademark of AA Brand Management Limited and are used under licence.

14.5 You have no right to use, replicate or produce any of the AA trademarks, brands or logos.

#### Telematics Data and Car Insights Reports

14.6 **Telematics Data.** You grant us a world-wide, non-exclusive, royalty free, non-terminable licence to use, copy, distribute, publish and transmit any Telematics Data that we receive from the Car and/or any Car Plug-In in any manner and for any purpose.

14.7 **We own Car Insights Reports.** We own all intellectual property and other proprietary rights in any Car Insights Reports which we generate and/or provide to you in the AA-X App. We grant you a limited, personal, non-exclusive, revocable licence to read Car Insights Reports when using the AA-X App.

## 15 You must keep your account details secure

#### Keeping your account credentials secure

15.1 On registering with us, you may choose a username and password for your account. Your username and password are personal to you and are not transferable.

15.2 You must not authorise or permit anyone else to use your account.

15.3 You must protect and keep your account information and password confidential and notify us straight away of any security breach such as loss, theft, misuse or unauthorised disclosure or use of a password.

#### Responsibility for use

15.4 Your username and password are the method used by us to identify you and are very important.

15.5 You are responsible for all information posted on the AA-X App by anyone using your username and password and any payments due for any Car Insights Services accessed by anyone using your username and password.

#### Acceptable use of the AA-X App

15.6 When using the AA-X App, you agree that you will not, nor permit anyone else to:

15.6.1 transmit any material that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, incites racial hatred, discriminatory, in breach of confidence or privacy, which may cause annoyance or inconvenience or which constitutes or encourages any criminal offence or may give rise to civil liability;

15.6.2 knowingly post or transmit any technically harmful material (including viruses, corrupted data or other malicious software or data);

15.6.3 misuse or violate any aspect of the AA-X App or any associated or underlying software, including deliberately breaching security/authentication measures;

15.6.4 attempt to interfere with a service to any other user, host or network of the AA-X App, including by means of 'mail bombing' or 'crashing'; or

15.6.5 attempt to modify or reverse engineer the AA-X App or related software.

## 16 We are not responsible for third-party websites

#### Links to third party websites.

16.1 The AA-X App may contain links to third-party websites or display third-party websites within the app itself. We have no control over these third-party websites and therefore assume no responsibility of any content, material or information contained in them or any goods and services offered via them.

#### Use of third-party websites

16.2 Your use of any third-party website may be governed by the terms and conditions of that third-party website and you should read these carefully before using the third-party website or related services.

## 17 Other important terms apply

#### Please read these terms carefully

17.1 **We can transfer all or part of our contract with you, so that a different organisation is responsible for supplying your product.** We'll contact you if this happens and we'll take reasonable steps to ensure that this does not adversely affect your rights under this agreement.

- 17.2 **You need our consent to transfer your rights under these terms to someone else.**
- 17.3 **Nobody else has any rights under this (except other AA Group companies).** This contract is between you and us. Nobody else can enforce it (except other AA Group companies) and neither of us will need to ask anybody else to sign-off on ending or changing it.
- 17.4 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.
- 17.5 **Effect of termination.** If our agreement with you ends then this will not affect our right to receive any money which you owe to us under it.
- 17.6 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.
- 17.7 **Governing law.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

## 18 You can contact us about a complaint

### Resolving complaints

- 18.1 We aim to always provide you with a high level of service. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we'll do our best to try and resolve the situation.

### Contacting us

- 18.2 Please see the contact information at the start of these terms for how to contact us.