

## URUS CONNECTED SERVICES PRIVACY POLICY

### 1. Data protection notice

This privacy policy relates to connected services (the “Connected Services”) available in the Lamborghini Urus model vehicles. The Connected Services are available through hardware and software included in the vehicle and through a related mobile application (the “Unica App”).

The Connected Services are provided by Automobili Lamborghini America, LLC (“Lamborghini”), and allow the Urus vehicles to communicate with a backend managed by Audi AG (“MBB”) or, via the Internet, with service providers’ servers, using a mobile telephone unit and a SIM card that is either permanently installed in the vehicle or provided by the user.

Activation and use of the Connected Services require a Lamborghini user account. The Unica App enables access to, and functionality of, the Connected Services, and is connected with MBB to allow the exchange of data.

This privacy policy provides you with information regarding our collection and use of personal data in connection with your use of the Connected Services and the Unica App (collectively, the “Services”).

This information is being provided by Lamborghini (which may also be referred to as “we”, “us” or “our”, depending on the context, and references to which may also include our affiliates and licensors, including Automobili Lamborghini S.p.A.). Lamborghini is providing this information in connection with applicable privacy law, which, as the processing and storage is conducted by Automobili Lamborghini S.p.A., an entity established in the EU, by means of systems located in the EU, includes the General Data Protection Regulation n. 2016/679 (“GDPR”) and the local applicable law. If you are a California resident, please also see our California Privacy Notice, which is posted online at <https://www.lamborghini.com/en-en/privacy-policy-usa-california>.

You should read the following information carefully.

### 2. Data controller and Data Protection Officer

For purposes of the GDPR, the data controller for the processing of personal data of users of the Services is:

Automobili Lamborghini S.p.A.  
Via Modena 12  
40019 Sant’Agata Bolognese (BO)  
Italy

Tel: +39 051 9597282

E-mail: [dpo@lamborghini.com](mailto:dpo@lamborghini.com)

Automobili Lamborghini S.p.A. is a stock corporation under Italian law, and is wholly owned by Audi AG, a German stock corporation, with legal seat in Auto-Union-Strasse 1 Ingolstadt, Germany. Audi AG manages the MBB, and acts as a data processor for purposes of the GDPR.

Automobili Lamborghini S.p.A. has also appointed a Data Protection Officer (“DPO”), who can be reached at [dpo@lamborghini.com](mailto:dpo@lamborghini.com)

### 3. Categories of data and purposes of the processing

The term “personal data” as used in this policy means information that can be used to personally identify an individual, such as name, mailing address, e-mail address, phone number, billing information, and any other information that is defined as personal data, personal information, or words of similar meaning, under applicable law.

Lamborghini collects, processes, transmits to the relevant service providers, and uses personal data in compliance with the GDPR and other applicable law, for the following purposes:

PURPOSE OF THE PROCESSING	LEGAL GROUNDS
Providing you with the Services  For further information on the Services, please see the complete list and detailed description of the services below	Fulfilment of contractual obligations for performance of the commercial agreement
Providing you with customer assistance, including optimization of the Services based on actual use by the customer	Fulfilment of contractual obligations for performance of the commercial agreement  Legitimate interest of the data controller
Research and development, including ensuring product quality and developing new products, and evaluating how customers use vehicles for market research purposes	Legitimate interest of the data controller
Performance evaluation of the Connected Services, including benchmarking	Legitimate interest of the data controller
Fraud prevention or administrative management in accordance with international accounting regulations	Legitimate interest of the data controller
Processing of localization data (i.e. GPS)	Consent NOTE: TO BE SET IN THE CAR BY MEANS OF “PRIVACY MODE SETTINGS”
Compliance with legal requirements	Fulfilment of legal or regulatory obligations

When providing the Services, Lamborghini shall always process the Vehicle Identification Number (VIN), so that the MBB is able to recognize the vehicle equipped with the Services.

Lamborghini collects and processes vehicle-related data (including VINs) for internal purposes, including research and development, marketing research, internal analysis and benchmarking, and personalization, all of which are in our legitimate business interest. In many cases, vehicle-related data is anonymized and cannot be associated with a specific person, in which case it is not considered personal data. However, in some cases, we may process personal data (including VINs, ownership information, vehicle location information, driver preferences, vehicle settings, purchase data, and warranty information) so that we can:

- Better understand how customers are utilizing our vehicles;
- Benchmark vehicle performance with other Lamborghini vehicle models; and
- Optimize services and content offered to customers based on actual customer use of the vehicle (including predictive maintenance).

All personal data used for the foregoing purpose will be processed and secured in accordance with this privacy policy.

For further information on what type of data Lamborghini shall process for specific Services, see the following list:

<b>SERVICE</b>	<b>NATURE OF DATA</b>
<b><u>Real Time Traffic Information</u></b>	Location data (GPS), Vehicle Identification Number (VIN).
<b><u>Parking Information</u></b>	Location data (GPS), Vehicle Identification Number (VIN).
<b><u>Travel Guide &amp; Restaurants</u></b>	Location data (GPS), Vehicle Identification Number (VIN).
<b><u>Fuel Prices</u></b>	Location data (GPS), Vehicle Identification Number (VIN).
<b><u>Satellite Maps</u></b>	Location data (GPS), Vehicle Identification Number (VIN).
<b><u>Map Update over The Air</u></b>	Vehicle Identification Number (VIN).
<b><u>POI Search</u></b>	Location data (GPS), Vehicle Identification Number (VIN).
<b><u>Voice POI Search</u></b>	Voice of the driver and/or passengers, which shall be processed by the third-party service provider on behalf of Lamborghini. Vehicle Identification Number (VIN)
<b><u>Natural Language Interaction</u></b>	Voice of the driver and/or passengers, which shall be processed by the third-party service provider on behalf of Lamborghini. Vehicle Identification Number (VIN)
<b><u>WiFi Hotspot</u></b>	MAC address of Wi-Fi access points
<b><u>Online Dealer Appointment</u></b>	Vehicle Identification Number (VIN), contact information of the vehicle owner
<b><u>Vehicle Status Report</u></b>	Vehicle Identification Number (VIN)
<b><u>Remote Lock/Unlock</u></b>	Vehicle Identification Number (VIN)
<b><u>Anti-Theft Alarm Notification</u></b>	Vehicle Identification Number (VIN)
<b><u>Remote Horn &amp; Light</u></b>	Vehicle Identification Number (VIN)
<b><u>Car Finder</u></b>	Location data (GPS), Vehicle Identification Number (VIN)
<b><u>Curfew Alert</u></b>	Location data (GPS), Vehicle Identification Number (VIN)
<b><u>Speed Alert</u></b>	Location data (GPS), Vehicle Identification Number (VIN)

<b><u>Geofencing Alert</u></b>	Location data (GPS), Vehicle Identification Number (VIN)
<b><u>Valet Alert</u></b>	Location data (GPS), Vehicle Identification Number (VIN)
<b><u>Remote Auxiliary Heating</u></b>	Vehicle Identification Number (VIN)
<b><u>Private Emergency Call</u></b>	Location data (GPS), Vehicle Identification Number (VIN) and contact information of the Owner
<b><u>Online Roadside Assistance</u></b>	Location data (GPS), Vehicle Identification Number (VIN) and contact information of the Owner
<b><u>Stolen Vehicle Locator</u></b>	Location data (GPS), Vehicle Identification Number (VIN)
<b><u>Remote Trip Statistics</u></b>	Location data (GPS), Vehicle Identification Number - VIN
<b><u>First/Last Mile Navigation</u></b>	Location data (GPS), Vehicle Identification Number (VIN)
<b><u>Road Signs Online</u></b>	Location data (GPS), Vehicle Identification Number (VIN)
<b><u>Online Traffic light Information</u></b>	Vehicle Identification Number (VIN)
<b><u>Hybrid radio</u></b>	Vehicle Identification Number (VIN)
<b><u>Online Radio</u></b>	Vehicle Identification Number (VIN)
<b><u>Local Hazard Information</u></b>	Location data (GPS), Vehicle Identification Number (VIN)

Providing us with your personal data is necessary to use the Services detailed above. If you do not wish to provide us with your personal data, you can use the Service only through the Privacy mode as described in Section 4 of this notice below.

Please note that Lamborghini shall also process your personal data as required to comply with law, regulations and requests of public authorities, as well as to exercise and/or defend our rights or the rights of third parties.

#### **4. Privacy mode and localization data**

Please note that you can set your privacy settings for the Connected Services at your convenience by using the human-machine interface (“HMI”) within the vehicle directly and not through the Unica App. To do so, you can enable and disable the provision of your personal data at any time through the “Privacy mode” within the HMI. Changing privacy settings through the Privacy mode will activate or deactivate, as applicable, the processing of certain types of data, e.g. localization data. As a result, by deactivating the processing of certain types of data, the related Connected Services may be disabled. Please note that through the Privacy mode you can choose among several options, affecting the processing of your personal data in different ways. More specifically, the Privacy mode consists of four clusters, as follows:

<b>PRIVACY CLUSTERS</b>	<b>SERVICES DEACTIVATED</b>
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Activate privacy	All Connected Services are disabled. Connection may be enabled only for the purpose of using the Private Emergency Call function, as well as the Vehicle Tracking System and Online Roadside Assistance services.
Use of personal data	<ul style="list-style-type: none"> <li>•Online Roadside Assistance</li> <li>•Online Dealer Appointment</li> <li>•Vehicle Status Report</li> <li>•First/Last Mile Navigation</li> <li>•Remote Lock/Unlock</li> <li>•Remote Horn &amp; Light</li> <li>•Online Radio</li> <li>•Hybrid Radio</li> <li>•Remote Trip Statistics</li> <li>• Anti-Theft Alarm Notification</li> <li>•Remote Auxiliary Heating</li> <li>•Map Update Over The Air</li> </ul>
Use of vehicle position	<ul style="list-style-type: none"> <li>•Real Time Traffic Information</li> <li>•Online Traffic Light Information</li> <li>• Voice POI search</li> <li>•Natural Language Interaction</li> <li>•Online Radio</li> <li>•Wi-Fi Hotspot</li> <li>•Satellite Maps</li> <li>•Online POI Search</li> <li>•Local Hazard Information</li> </ul>
Sharing vehicle position	<ul style="list-style-type: none"> <li>•Online Roadside Assistance</li> <li>•Geofencing Alert</li> <li>•Curfew Alert</li> <li>•Speed Alert</li> <li>•Car Finder</li> <li>•Valet Alert</li> </ul>

## 5. Methods of the processing and data retention period

We process your personal data for the purposes specified above through electronic means in compliance with applicable law. More specifically, we will use a cellular network using a pre-installed embedded SIM-card (eSIM) connected to the infotainment unit. Our security measures include contractual limitations in our agreements with contractors (e.g. service providers) and agents designed to protect the security and the confidentiality of your data in compliance with applicable law, including the GDPR.

We will only retain your personal data for as long as necessary to fulfil the purposes we collected it for, including for the purposes of satisfying any legal or accounting requirements. When we no longer need to use your personal data, we will remove it from our systems and records and/or take steps to properly anonymize it so that you can no longer be identified from it (unless we need to keep your information to comply with legal or regulatory obligations to which Lamborghini is subject).

## 6. Usage profiles

Where permitted by law, we may create de-identified usage profiles for the purposes of market research or to develop and enhance our Services so they correspond to customer needs. These usage profiles include, in particular, the technical data on the vehicle's condition transmitted to the MBB as part of the Connected Services. The profiles are created without reference to a specific person.

## **7. Sharing information with service providers / no distribution to third parties**

The personal data we collected through the Services may be accessed within our organization (including our affiliated companies) by the personnel authorized to process personal data.

We may share personal data collected through the Services with third parties, who will process the data acting as autonomous data controllers (for example, authorities or public entities acting in compliance with legal obligations, or certain service providers that perform online services), or acting as our data processors.

Once provided to our services within the EU, your personal data may be transferred outside the European Economic Area ("EEA"), including Switzerland, in countries that may not be deemed to provide an adequate level of data protection as determined by applicable EU regulators, for any purposes that we believe are necessary to provide you with the Services. In the event of such transfers, we will adopt all necessary measures to ensure the protection of your personal data, in compliance with the provisions of the GDPR or other applicable law (for example, by entering into agreements based on the *Standard Contractual Clauses* of the European Commission).

We will not otherwise share your personal data with third parties unless you have provided us with your consent to do so, or unless we are legally obligated to do so pursuant to applicable legal requirements, including as necessary to exercise a right in front of a court or court order.

## **8. Data security**

We use reasonable technical and organizational security measures to protect the personal data we process. Please be aware that despite our efforts, no data security measures can guarantee security.

## **9. Changes to this privacy policy**

We reserve the right to change this privacy policy at any time, and any changes will be effective once implemented by us. The current version can be accessed on the Unica App and the HMI using the menu item "Settings – About Lamborghini connect". Please view this information regularly and keep yourself informed about the current privacy policy.

## **10. Your rights and contacts**

Under the GDPR, you have various rights in connection with our processing of your personal data, each of which is explained below:

- **Access.** You have the right to request a copy of the personal information we are processing about you. For your own privacy and security, we may require you to prove your identity before providing the requested information.
- **Rectification.** You have the right to have incomplete or inaccurate personal information that we process about you rectified.

- **Erasure.** You have the right to request that we delete personal information that we process about you, except that we are not obliged to do so if we need to retain such data in order to comply with a legal obligation or to establish, exercise or defend legal claims.
- **Restriction.** You have the right to restrict our processing of your personal information where you believe such data to be inaccurate, our processing is unlawful, or that we no longer need to process such data for a particular purpose, but where we are not able to delete the data due to a legal or other obligation or because you do not wish for us to delete it. In such case, we would mark stored personal information with the aim of limiting particular processing for particular purposes in accordance with your request, or otherwise restrict its processing.
- **Portability.** You have the right to obtain personal information we hold about you in a structured, electronic format, and to transmit such data to another data controller, where this is (a) personal information which you have provided to us, and (b) if we are processing that data on the basis of your consent (such as for direct marketing communications) or to perform a contract with you (such as to manage your online account).
- **Objection.** Where the legal justification for our processing of your personal information is our legitimate interest, you have the right to object to such processing on grounds relating to your particular situation. We will abide by your request unless we have compelling legitimate grounds for the processing which override your interests and rights, or if we need to continue to process the data for the establishment, exercise or defense of a legal claim.
- **Withdrawing Consent.** If you have consented to our processing of your personal information, you have the right to withdraw your consent at any time, free of charge. Please understand that if you opt out of receiving promotional correspondence from us, we may still contact you in connection with your online account, relationship, activities, transactions and communications with us. Additionally, if you do request that we stop sharing your personal information with third parties for their direct marketing purposes, you should also opt out from or contact that third party directly.
- **Make a Complaint.** You have the right to lodge a complaint with the local data protection authority if you believe that we have not complied with applicable data protection laws.

Each of these rights are subject to certain limitations set forth in the GDPR.

To exercise your rights or to ask for any further information you can use the online form located at <https://privacyportal-eu.onetrust.com/webform/15abbfe8-45c0-40c2-a446-f71cf5f45461/4ad302cb-1030-4b7d-9a92-2a8c5795e2f7> or contact us at Automobili Lamborghini S.p.A., via Modena 12, 40019, Sant'Agata Bolognese (BO), Italy. You may also contact our DPO at [dpo@lamborghini.com](mailto:dpo@lamborghini.com).

## **Urus Connected Services Terms of Service**

These terms of services (the “Terms”) relate to connected services (the “Services”) available in the Lamborghini Urus model vehicles. The Services are available through hardware and software included in the vehicle and through a related mobile application (the “Unica App”). These Services are described further below.

These Terms are a legally binding agreement between you and Lamborghini with respect to the Services. By using the Services, you agree to be legally bound by the Terms. If you do not agree to the Terms, you should not use the Services. In addition, your use of the Services is subject to the Lamborghini Huracan Connected Services privacy policy, which is available below. If you are a resident of California, please also see our Privacy Notice for California Residents, which is posted online at <https://www.lamborghini.com/en-en/privacy-policy-usa-california>.

As used in these Terms:

- “Lamborghini”, “we”, “us” and “our” refer to Automobili Lamborghini America, LLC and, where the context requires, includes our affiliates and licensors.
- “MBB” means the computer backend system maintained for the Services.
- “Owner” refers to the owner of a Vehicle, specifically the person who holds the rights to the Vehicle (including as a lessee), who is the primary user of the Vehicle as a means of transportation, and/or who is registered as the owner of the Vehicle with the applicable regulatory authority.
- “User” refers to any person operating a Vehicle or using the Services with the permission of the owner, and shall include all Secondary Users.
- “Secondary Users” mean up to five other users who may be authorized by the Owner to use a limited subset of Services as described in these Terms.
- “Vehicle” refers to any Lamborghini vehicle that includes the connected Services.
- “You” and “your” refer to any person using the Services, whether as an Owner, User, or otherwise.

Lamborghini may modify the Terms from time to time. You can view the current version of the Terms through the settings in your vehicle’s interface. If the Owner objects to any change, the Owner’s sole remedy is to terminate the Owner’s receipt of the Services. Any such termination will also terminate any User’s receipt of Services that are connected to the Owner’s Vehicle and account. Continued use of the Services following any change in the Terms will be deemed consent to such updated Terms.

The Services are licensed, not sold, to the Owner for the Term specified in article 6 below. Lamborghini reserves all of the rights not expressly licensed to the Owner herein.

To use the Services through the Unica App, you will need to download the Unica App to your mobile device. The Unica App is subject to additional terms and conditions and a separate privacy notice, which will be made available to you when you download the Unica App.

**You must only use these Services in your Vehicle when it is safe and legal to do so. You are solely responsible for using the Services in a safe and responsible manner, and in a manner that protects your safety, and the safety of other people, of your and their property, and of the environment around you.**

### **1. Services**



Lamborghini provides the Owner and the User with access to the following Services in the locations where the Service is specified as available as follows.

SERVICE	DEFAULT/OPTIONAL SERVICE
<p><b><u>Real Time Traffic Information</u></b>                      The navigation system uses data on volume of traffic to attempt to optimize the route to reach the selected destination. When sufficient data is available, the volume of traffic will be highlighted on the displayed map, ranging from green for low traffic, to yellow for slow moving traffic, to red for traffic jams.</p>	Default
<p><b><u>Parking Information</u></b>                      The service displays the nearby parking possibilities of participating integrated commercial parking facilities and car parks (including parking fees and opening hours), reported by the operators, in the surroundings of the Vehicle or at the navigation destination. The located parking space can be selected as the navigation destination.</p>	Default
<p><b><u>Travel Guide &amp; Restaurants</u></b>                      Event information related to public events, restaurants and historical sites can be searched using this service. The information will be displayed in a list sorted by distance, price, time or type of event. Identified events can be selected as the navigation destination.</p>	Default
<p><b><u>Fuel Prices</u></b>                      Participating gas stations in the vicinity of the Vehicle, on the route to or at the navigation destination of the navigation system will be displayed suitable to the type of fuel of the Vehicle. The results list can be sorted by distance or most favorable price reported by the gas station operator or other users. The identified gas stations can be selected as the navigation destination.</p>	Default
<p><b><u>Satellite Maps</u></b>                      The navigation system can display the map in satellite view.</p>	Default
<p><b><u>Map Update Over The Air</u></b>                      The maps of the navigation system can be updated via the internet, when updates are available.</p>	Default
<p><b><u>POI Search</u></b>                      Point of interest addresses or special destinations may be found using a system-defined internet search engine. When</p>	Default

available, the search results include further information like phone numbers, operating hours or ratings by other internet users.	
<b><u>Voice POI Search</u></b> With this service, the POI Search can be operated via voice control.	Default
<b><u>Natural Language Interaction</u></b> Voice control can be used to interact more naturally with functions such as navigation, phone, media, radio and air conditioning, without following strict option of command/reply.	Default
<b><u>WiFi Hotspot</u></b> Up to 8 devices can connect to a WLAN hotspot which can be activated inside the Vehicle by inserting a SIM card. The connection is encrypted. A SIM card and any data-connection costs are not included with the Services.	Default
<b><u>Online Dealer Appointment</u></b> The Vehicle automatically notifies the due date for a service event in Vehicle instrument cluster. When the due date is reached, the Vehicle automatically sends the service-relevant Vehicle status data via the Lamborghini backend ("MBB") to a preferred service partner, which can be pre-defined by the Owner. The service partner is then able to use this Vehicle status data and the Owner information provided to proactively contact the Owner to arrange and prepare a service appointment.	Default
<b><u>Vehicle Status Report</u></b> The service provides a detailed report of the status of the Vehicle through the Unica App. Certain changes that occur on the Vehicle are shown in the Unica App.	Default
<b><u>Remote Lock/Unlock</u></b> The Owner and the User can remotely lock and unlock the Vehicle doors (central locking system) via the Unica App. The app also allows to check if the doors are locked or unlocked.	Default
<b><u>Anti-Theft Alarm Notification</u></b> The Owner may receive a notification on his/her smartphone when the burglar alarm of the Vehicle has been activated. Besides the push-notification, also the standard signalling of the burglar alarm through honking and flashing is retained.	Default
<b><u>Remote Horn &amp; Light</u></b>	Default

<p>The Owner and the User may activate the horn and the direction indicators with Unica App. The function is only available with car in park mode.</p>	
<p><b><u>Car Finder</u></b>  The Vehicle transmits its geographic position (GPS coordinates) to the MBB after every trip (not continuously), park position only. The Owner and the User can check the Vehicle's last transmitted position using the Unica App. Previous parking positions cannot be seen by the Owner nor the User. An older parking position is overwritten in the MBB by a new parking position. That means it is not possible to track a person's history by the car's parking positions, as an old parking position is deleted automatically by this mechanism.</p>	Default
<p><b><u>Curfew Alert</u></b>  The Owner or User receives a warning when Vehicle movement is detected within a fixed time window.</p>	Default
<p><b><u>Speed Alert</u></b>  The Owner or User receives a warning if the Vehicle's detected speed exceeds a pre-set speed limit. The warnings can be configured via the Unica App.</p>	Default
<p><b><u>Geofencing Alert</u></b>  The Owner or User receives a warning if the Vehicle is detected crossing a pre-set geographic limit. The warnings can be configured via the Unica App.</p>	Default
<p><b><u>Valet Alert</u></b>  The Valet Alert connects Geofencing and the Speed Alert services and issues a warning if the Vehicle is detected as having been moved outside a certain geographic and speed limit. The service can be configured via the Unica App.</p>	Default
<p><b><u>Remote Auxiliary Heating</u></b>  The Owner or User can operate the pre-heating of his/her Vehicle via the Unica App; he/she doesn't have to be near the Vehicle.</p>	Default
<p><b><u>Private Emergency Call</u></b>  In case of an emergency, a manual or automatic emergency call may be triggered. The service does not require an account and can be used by any passenger. The service can be activated manually or automatically:</p> <ul style="list-style-type: none"> <li>• <b>Manual emergency call:</b> passengers can activate an emergency call by pressing an emergency button at any time.</li> </ul>	Default

<ul style="list-style-type: none"> <li> <b>Automatic emergency call:</b> In case the Vehicle sensors detect an accident resulting in activation of a pyrotechnical restraint system (airbag, belt tensioner), the emergency call will be automatically activated by the Vehicle. </li> </ul> <p>In both cases, the following process is established: the position of the Vehicle and certain Vehicle data are sent via in-band modem and SMS to a call center. It includes the exact GPS coordinates of the Vehicle, the direction of travel (e.g. on a highway), the time of the accident, the type of call initiation (manual or emergency), the type of Vehicle, the type of engine and fuel used, the assumed number of passengers in the car and potentially other information.</p> <p>At the same time, the Vehicle establishes a voice connection to the call center. The call center agent will check if the passengers are responsive and try to get more information about the accident. If required, the call center will establish a connection to the locally responsible rescue coordination center and initiates emergency rescue services. The rescue coordination center receives the available information on the accident (as described above) including the exact position from the call center. If the passengers are not responsive to the call center agent's voice call, the accident will be reported to the rescue coordination center in any case. If the emergency call was initiated automatically, the call center will not terminate the emergency call before the rescue services have arrived.</p>	
<p><b><u>Online Roadside Assistance</u></b></p> <p>Passengers can report a breakdown by pressing a service button in the roof top module. Then the Vehicle condition and diagnostic data (including the GPS position) are sent to the MBB and a voice call to a road side assistance call center is set up. Call center agents handle the breakdown by providing the assistance needed. The cost of the support could be borne by the Owner in accordance to the terms &amp; conditions of the applicable roadside assistance.</p>	Default
<p><b><u>Stolen Vehicle Locator</u></b></p> <p>The Owner reports his/her Vehicle as stolen at the police. Upon Owner request, the call center will check if a theft report was filed</p>	Default

with the police and in such a case provide the Vehicle location to the police. The location data is not provided to the Owner.	
<p><b><u>Remote Trip Statistics</u></b></p> <p>This service transfers values about a single trip and/or a long term trip period from the Vehicle to the MBB. The Owner and the User can see information about average speed, mileage, average consumption etc. on the Unica App. The information shown is exactly the same that is shown inside the Vehicle on the instrument cluster. The values are transferred by the Vehicle to the MBB after every trip. The MBB will process and store the data and provide it to the Unica App. The GPS data is transferred by the Vehicle to the MBB after every trip, together with the trip statistic data. The MBB will process and store the data and provide it the Unica App.</p>	Default
<p><b><u>Vehicle Tracking System</u></b></p> <p>If the Vehicle recognizes an unauthorized use it sends an alarm to a dedicated service operating center. The Service operating center checks with the subscriber of the contract if there was any theft attempt. If the Vehicle has been stolen, the remote function of the Unica App will be greyed out. In case of theft and with a report number the provided by the user, the service operating center cooperates with the police to support the Vehicle recovery process. Additional terms and conditions apply.</p>	Optional
<p><b><u>First/Last Mile Navigation</u></b></p> <p>The Owner and the User have the possibility to hand over an active route guidance to the smartphone for the continuation of the navigation. This may be due to the fact that the destination is only to be reached by walking, or the destination and the car park are not close each other. A route guidance which is configured on the smartphone can be transferred back to the navigation system in the Vehicle for continuation.</p>	Default
<p><b><u>Road Signs Online</u></b></p> <p>Improved map information to road signs and speeds (including temporary displays) with range beyond camera visibility.</p>	Default
<p><b><u>Online Traffic Light Information</u></b></p> <p>When sufficient data is available, if the Owner or the User is at a red light, he/she receives information about the remaining time of the</p>	Default

traffic light and may be able to display the optimum speed for a personal "green wave".	
<b>Hybrid radio</b> The infotainment displays a combined list of DAB and FM senders list. If the radio station is present both in the FM and in the DAB list, the system will display the sender name only once. The system follows the radio sender online if the signal of the FM worsens.	Default
<b>Online Radio</b> Provides the Owner or the User with online radio stations and podcast services.	Default
<b>Local Hazard Information</b> The Owner or the User is informed in advance about a danger point, such as behind a non-visible curve.	Default

Some Services, including but not limited to the Vehicle Tracking System, may be subject to separate terms and conditions, either provided by us or third parties (the "Specific Terms").

In relation to third-party services provided as part of or in connection with the Services, Lamborghini's primary role is to make such third-party services available to the Owner and/or the User. Each of the Owner and the User acknowledges that third-party services may be subject to Specific Terms to be agreed by the Owner or the User and third-party service providers. Usage of third-party services may be subject to the payment of a fee and/or acceptance of third-party Specific Terms. To the maximum extent permitted by applicable law, Lamborghini shall not be liable for the unavailability or non-functionality of such third-party services or personal data processing practices by such third-party services. The Owner and the User further acknowledge that third-party Specific Terms will also apply to the processing of personal data by such third parties.

Some Services are provided through the use of wireless communication networks and satellite positioning systems (hereinafter referred to as "GPS"). If the Vehicle is not located within the range of wireless service provided by the operator, Lamborghini will not be able to provide the Services. If the location of the Vehicle is unable to receive GPS satellite signal, the GPS satellite signal is blocked, or the GPS satellite signal is not compatible with the hardware of the Vehicle's device, Lamborghini will not be able to provide the Services. The geographical location of the Vehicle may affect the quality and efficiency of the Services (including but not limited to navigation services).

Each of the Owner and the User acknowledges that the Services may be disrupted by short-term capacity related issues due to peak loads on the Services or by failures in the telecommunications systems of, or operated by, third parties. The Owner and the User further acknowledges that the Services may be restricted (including the quality and efficiency of the Services) in part by the regional reception and transmission area of the radio transmitters operated by the respective network providers and may also be impacted by atmospheric conditions, topographical conditions, the geographical position of the Vehicle and any obstructions.

The Services involve software which may need to be updated or changed from time to time. These updates or changes may be undertaken remotely and without notice. Such updates or changes may affect or erase

data which the Owner or the User have stored in the Services. Except in cases of death or personal injuries caused to the Owner or the User, damages arising from fraud, fraudulent misrepresentation, gross negligence, or any other case in which liability cannot be excluded or limited by applicable law, Lamborghini is not responsible for any loss of data or other loss, damage, or costs resulting from these updates or changes.

The Owner and the User shall not use or allow third parties to use the Services for illegal purposes. Lamborghini is not responsible for any loss, damage, and cost resulting from unlawful activities carried out by the Owner, the User, or third parties using the Services. The Owner and the User shall not use or allow third parties to use data and information received from the Services for commercial purposes or to disclose such data and information to any third party for commercial purpose.

## **2. Usage of the Services**

The Services are provided only with respect to a specific Vehicle and cannot be transferred to another Vehicle.

The Services related to a specific Vehicle can be used by the Owner of that Vehicle or by Users expressly authorized by the Owner.

Please note that activation and use of the Services require a Lamborghini user account. Lamborghini offers the Unica App, which is connected to the MBB for data exchange, and which enables access to, and functionality of, some of the Services. The Unica App has a central role for activation and use of Services and enables the Owner and Users to use the Services which require a customer/vehicle pairing. To access the Unica App, the Owner is provided with a personal account with username and password.

Each Vehicle will be paired with the Unica App downloaded by the Owner, who can enable and disable Services and may also authorize up to five Secondary Users. In order to pair a user account with a Vehicle, a technical "pairing code" is provided to the Owner. This pairing code links the account to the Vehicle and enables the configuration of the Services through the Unica App. Secondary Users will be granted a separate account with access to a limited subset of Services.

Once the account has been set up, the respective roles and rights of each User are visible to all related devices and channels relevant for the Services (i.e. on the Unica App and in the Vehicle).

If the Owner permits third parties to use the Services, the Owner acknowledges and agrees that Owner does so at his/her sole liability and responsibility. Any and all violations of these Terms, Specific Terms by any User is deemed a violation by the Owner, as if committed by the Owner him/herself.

You agree that you shall not use the Services in a way that is non-compliant with these Terms, the Specific Terms and/or the Vehicle's documentation.

Furthermore, you shall at all times use the Services times in compliance with applicable laws and regulations, including any relevant Internet and telecommunication laws. The Owner and any User shall at all times obey traffic rules and traffic safety laws and regulations to protect against distracted driving and ensure road safety. Any and all usage interfering with the security of any Services as well as any usage that may damage Lamborghini's or a third party's technical infrastructure or other usage of the Services is prohibited. Furthermore, the Owner and the User must not damage, disable, or in any other way impair the Services or introduce viruses, worms, malware, spyware, trojan horses or other malicious code or programs that may damage the operation of the Services.

The Owner and the User may not decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Services, any updates, or any part (including the source code) thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Services). Any attempt to do so is a violation of the rights of Lamborghini or any third party licensor. If the Owner or the User breaches this restriction, the Owner or the User may be subject to prosecution and damages. These Terms will govern any upgrades provided by Lamborghini that replace and/or supplement the Services, unless such upgrade is accompanied by separate terms and conditions in which case those terms and conditions will govern.

### **3. Change of ownership**

In case of a change of ownership of any Vehicle, the Owner shall notify the purchaser of the Vehicle of the Services enabled for the Vehicle and disclose to the new owner that those Services may involve the collection, use and sharing of data as described in these Terms and the Lamborghini privacy policy. The Owner shall be responsible for the deletion of all information recorded in the Vehicle before the change of ownership occurs. Depending on the model and the model year of the Vehicle, it might be necessary to bring the Vehicle to a Lamborghini dealer or authorized service center to delete all information. After the change of ownership, the old owner will not be able to use or access the Services linked to the Vehicle.

### **4. Connectivity**

Depending on the characteristics of the Vehicle, connectivity inside the Vehicle can be activated by connecting to the wireless network of the Vehicle, which may be equipped with the facility for inserting a removable SIM card ("Plug-in SIM") or an embedded SIM card ("eSIM").

Data exchange from the Vehicle can be disabled by:

- Removing the Plug-in SIM, if inserted and if no eSIM is installed; or
- Enabling the "privacy mode" from the "Privacy" menu of the Vehicle. Please be advised that the Services may not work or may only work partially when privacy mode is enabled. The Private Emergency Call and Vehicle Tracking System services will remain active.

#### **Plug-in SIM**

Vehicle connectivity can be enabled by inserting the Owner's SIM card in the appropriate slot. The Plug-in SIM network operator will be solely responsible for the operation of the SIM card and related data processing, as well as security of the communication.

By inserting a Plug-in Sim, the Wi-Fi Hotspot service can be activated.

As long as a Plug-in Sim is plugged in, all of the data traffic generated by the Vehicle, including the data traffic necessary to use the connectivity services provided by or accessible through the Services, will pass through the Plug-in SIM.

#### **eSIM**

The Vehicle is equipped with two eSIMs. The eSIM is a SIM card installed in the Vehicle by Lamborghini which cannot be removed or replaced manually. The eSIM enables the Vehicle to use the connectivity services provided by or accessible through the Services.



The eSIM connects, when and where possible, to the network of the network operator. Telecommunication data which is collected, processed and used may be exchanged for purposes of network connection or to establish the connection and, where applicable, in order to process the Service requests. Such signals may be transmitted through public telecommunication networks outside the Vehicle, and the eSIM network operators may have access to information related to the provision of connectivity.

**Provision of connectivity through the eSIM is provided by the following mobile network operators (“MNO”) or mobile virtual network operators (“MVNO”):**

- **AT&T Mobility LLC, 2180 Lake Blvd NE, Atlanta, GA 30319.**

**Information related to the type, scope and purposes of collection and processing of data, as well as data security during signal broadcast, may be obtained by contacting the relevant MNO or MVNO.**

#### **5. Limitation of Liability; Indemnification**

To the maximum extent permitted by applicable law, in no event shall Lamborghini be liable for any incidental, special, indirect or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of data, business interruption or any other damages or losses, arising out of or related to the use of or inability to use the Services, however caused, regardless whether it be in contract, tort or otherwise. Nothing in these Terms excludes Lamborghini’s liability for death, personal injury caused by fraudulent misrepresentation, fraud, gross negligence, or any other liability that cannot be excluded or limited by the applicable law.

The Owner indemnifies Lamborghini (including all affiliates and its and their employees, officers, agents, and representatives) and holds them harmless against all actions, claims, demands, costs and expenses (including legal fees) arising from any claim by a third party arising directly or indirectly out of or in connection with the Owner’s access to or use of the Services in breach of these Terms or any other applicable law.

The Owner and the User expressly acknowledges and agrees that use of the Services is at his/her sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with the Owner or User. The Services are provided “as is” and “as available”, without warranty of any kind, and Lamborghini hereby disclaims all warranties and conditions with respect to any Services, either express, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Due to the nature of the Services provided by Lamborghini and despite the technology deployed and the efforts constantly made by Lamborghini to provide uninterrupted and error-free Services, Lamborghini does not warrant against interference with your enjoyment of the Services, that the functions contained in, or performed or provided by, the Services will be uninterrupted or error-free, or that defects in the Services will be immediately corrected.

**The Owner has no contractual relationship with the MNO and Owner is not a third party beneficiary of any agreement between Lamborghini and MNO. Owner understands and agrees that the MNO has no legal, equitable, or other liability of any kind to Owner.**

**The Owner understands that Lamborghini and the MNO cannot guaranty the security of wireless transmissions, and will not be liable for any lack of security relating to the use of the Services.**

**The Owner understands that the MNO do not guarantee any uninterrupted service or coverage. the MNO does not warrant that end users can or will be located using the Services. The MNO makes no warranty, express or implied, of merchantability or fitness for a particular purpose, suitability, or performance regarding any services or goods, and in no event shall the MNO be liable, whether or not due to its own negligence, for any: (a) act or omission of a third party including, but not limited to, intentional or negligent acts of third parties that damage or impair the network or disrupt service; (b) mistakes, omissions, interruptions, errors, failures to transmit, delays, or defects in the service provided by or through the MNO; (c) damage or injury caused by suspension or termination by the MNO; or (d) damage or injury caused by a failure or delay in connecting a call to any entity, including 911 or any other emergency service. to the full extent allowed by law, the Owner releases, indemnifies and holds the MNO harmless from and against 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 MNO or any person's use thereof, including claims arising in whole or in part from the alleged negligence of the MNO.**

The Owner has no property right in any number assigned to the device and understands that any such number can be changed from time to time.

The Services are for Owner's and its authorized Users' use only and Owner may not resell, license, or otherwise distribute or provide the Services to any other party.

## **6. Term and termination**

Subject to these Terms, the Owner and Users shall be entitled to use the Services commencing as of either the start date of the Vehicle's warranty period for 3 years (in case of a new vehicle) or the date of renewal of the Services for the period stated in your order (in case of renewal of the Services) ] unless terminated earlier in accordance with these Terms ("Term"). The Services will remain activated for any subsequent owner of the Vehicle until the end of the Term. At the end of the Term, the Services will no longer work.

Lamborghini reserves the right to suspend or terminate the Services under the following conditions with prior or, in case of emergency maintenance, with timely subsequent notice:

- a) Emergency maintenance of the Services (including any of the third-party service provider);
- b) Force majeure (including changes of laws or regulations) or other matters beyond the control of Lamborghini, on account of which the Services cannot be provided;
- c) System-related software updates;
- d) Any limitation or instability of network signal caused by communication service providers which can lead to the failure to receive or use the Services;
- e) Full or partial replacement of service provider of the Services; or
- f) Material violation of these Terms.

## **7. Personal data protection**

The Owner shall be solely responsible for notifying each User and passenger of the Vehicle of the privacy policy of Lamborghini and possible collection of their personal data when using the Services.

The provision of Services may require the collection, storage and processing of personal data. Further information on the methods of collection and processing of data by Lamborghini is available in the privacy policy.

If you are a resident of California, please also see our Privacy Notice for California Residents. If you are a resident of California, please also see our Privacy Notice for California Residents, which is posted online at <https://www.lamborghini.com/en-en/privacy-policy-usa-california>.

## **8. General conditions**

Should any provision of these Terms be considered unlawful, void or otherwise unenforceable, then such provision shall be deemed severable from these Terms and not affect the validity and enforceability of any other provisions. To the extent any express or implied restrictions are not permitted by applicable laws, these express or implied restrictions shall remain in force and effect to the maximum extent permitted by such applicable laws.

No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of that or any other right hereunder.

These Terms and the use of the Services shall be subject to the laws of Virginia. For any dispute arising from or connected to these Terms the courts of the State of Virginia shall have exclusive jurisdiction, unless the Owner is a consumer, in whose case the governing law and exclusive jurisdiction would lie with the place of domicile or residence of the Owner.