# Legal Terms

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## Legal Terms

*Last Updated Date: January 1, 2021*

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We may at any time revise these Terms by updating these Terms. All revisions to these Terms are effective immediately when we post them and apply to use of the Sites thereafter. The "Last Updated Date" at the top of this Agreement will indicate when the latest modifications were made. To the fullest extent permitted under applicable law, your continued use of any of the Sites constitutes your agreement to any modified Terms, and you should therefore visit the Terms to review the current Terms from time to time. Furthermore, unless explicitly stated otherwise, any new features or services that augment or enhance the Sites in the future shall be considered part of the Sites and subject to these Terms. We reserve the right at any time and from time to time to interrupt, restrict, modify, suspend, discontinue, temporarily or permanently, any or all of the Sites (or any portion thereof), with or without notice to you, and you agree that Toyota shall not be liable to you or to any third party for any modification, suspension or discontinuance of any or all of the Sites. Moreover, we may terminate these Terms for any or no reason, and with or without notice to you. Your rights under these Terms will terminate automatically without notice from us if you fail to comply with any provision of these Terms. Upon termination of these Terms, you shall cease all use of the Sites.

Certain features of the Sites may require you to download content, software and/or agree to additional terms and conditions, policies and disclaimers (collectively, "Additional Terms"), which are hereby incorporated by reference into these Terms unless expressly set forth otherwise in such Additional Terms. If there is a conflict between these Terms and any Additional Terms, the Additional Terms will control with respect to the specific feature.

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These Sites are for your personal, non-commercial use. Any other use of the Sites requires the prior written consent of Toyota.

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13. [INDEMNITY AND HOLD HARMLESS](https://www.toyota.com/support/legal-terms/#_13)
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If you opt-in to receive information from Toyota, you may be required to provide your personally identifiable information, such as your name, address, phone number or email address ("Personal Information"). Further, if you register on any of the Sites, you may be asked to provide additional information, including your Vehicle Identification Number. Please see our [Privacy Policy](https://www.toyota.com/support/privacy-rights) for more information on how we protect your Personal Information.

If you opt-in to receive information from Toyota, you agree to provide true, accurate and complete information about yourself as prompted by the online or mobile forms. You may also have the opportunity to register for an account on the Sites ("Account") to access and use certain features of the Sites, including certain applications offered by Toyota and certain specially-tailored products and services (e.g., for Toyota Owners). If we have reasonable grounds (as determined by us in our sole discretion) to suspect that the Personal Information you provide for opt-in or registration purposes is untrue, inaccurate or incomplete, we have the right to refuse, with or without notice, any and all current or future requests you make through the Sites and/or to suspend or terminate your Account.

We shall have no liability associated with or arising from your failure to maintain accurate Personal Information in connection with your Account, including, but not limited to, your failure to receive critical information about Toyota and/or the Sites.

Your selection and use of an Account username and password, and any other information required for security access and authentication purposes, are subject to these Terms. You agree not to share your username, password and any security-related information with anyone. You are responsible for all use of your Account and for ensuring that access to and use of your Account complies fully with these Terms. You acknowledge and agree that any use of your Account through your username, password and security information shall be deemed to be your actions which we may rely upon. You are solely responsible for protecting the confidentiality and security of your Account.

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2. You may not access or use any of the Sites in any way that could or is intended to damage or impair the operation of the Sites, or any Content of or material displayed on any of the Sites, or any server or network underlying the Sites, or in any way that interferes with anyone else's use and enjoyment of any of the Sites;
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6. You may not access or attempt to access any data, information, system or servers on which the Sites are hosted or modify or alter the Sites in any way;
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In addition, you agree to comply with all applicable laws, regulations and other legal requirements relating to your access to and use of the Sites.

You agree to immediately notify us if you suspect illegal, fraudulent or abusive activity, or any activity in violation of these Terms, including any unauthorized access to your Account. If you notify us or if we otherwise suspect such activity, you agree to cooperate with us in any investigation and to use any prevention measures we prescribe.

5. MOBILE SERVICES/APPLICATIONS AVAILABLE THROUGH THE SITES.

If permitted or available through any feature or service on any of the Sites, you (a) upload content to any of the Sites or download content from any of the Sites via a mobile device, (b) receive and reply to messages from or on any of the Sites, or to access or make posts using text messaging, (c) browse any of the Sites from your mobile device and/or (d) access certain features through a mobile application you have downloaded and installed on your mobile phone (collectively the "Mobile Services"), you must have a mobile communications subscription (or have the consent of the subscriber of such mobile device) for the necessary carrier services with a participating carrier or otherwise have access to a mobile communications network through which Toyota makes the Mobile Services available. You are responsible for any and all service fees associated with any such mobile access, including text messaging charges for each text message you send and receive on your mobile device, and all applicable data fees.

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*External Third-Party Site Disclaimer*

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You agree that you will not use the Sites to:

1. upload, post, email or otherwise transmit any User Content that is unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, pornographic, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise unlawful or objectionable (including without limitation, nudity and depiction of drug use);
2. harm minors in any way;
3. impersonate any person or entity, including, but not limited to a representative of Toyota, or falsely state or otherwise misrepresent your affiliation with a person or entity;
4. forge headers or otherwise manipulate identifiers in order to disguise the origin of any User Content transmitted through the Sites;
5. upload, post, email or otherwise transmit any User Content that you do not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
6. upload, post, email or otherwise transmit any User Content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
7. upload, post, email or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes" or any other form of solicitation, except in those areas that are designated for such purpose;
8. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, emulate, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
9. disrupt the normal flow of dialogue, cause a screen to "scroll" faster than other users of the Sites are able to type, or otherwise act in a manner that negatively affects other users' ability to engage in real-time exchanges;
10. interfere with or disrupt the Sites or servers or networks connected to the Sites, or disobey any requirements, procedures, policies or regulations of networks connected to the Sites;
11. "stalk" or otherwise harass another;
12. collect or store personal information or data about other Visitors or users of the Sites, or disclose another user's or Visitor's personal information or data to any third party;
13. solicit personal information or data from anyone under 18 years of age; and/or
14. "bot," "hack," "crack" or otherwise attempt to circumvent any access control, copyright protection or license-enforcement mechanisms associated with or related to the Sites.

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You are solely responsible for your interactions with other Sites users and Visitors. Toyota reserves the right, but has no obligation, to monitor disputes between you and other Sites users and Visitors. Toyota reserves the right to terminate your access to the Sites if Toyota determines, in its sole discretion, that doing so is prudent.

You may submit reviews or other feedback on the Sites. Any comments, suggestions, or feedback relating to the Sites (collectively "Feedback") submitted to Toyota shall become the property of Toyota. Toyota will not be required to treat any Feedback as confidential, and will not be liable for any ideas (including without limitation, product, services, application, site, or advertising ideas) and will not incur any liability as a result of any similarities that may appear in the Sites, or its operations or business, in the future. Without limitation, Toyota will have exclusive ownership of all present and future existing rights to the Feedback of every kind and nature everywhere and will be entitled to use the Feedback for any commercial or other purpose whatsoever, without compensation to you or any other person sending the Feedback. You acknowledge that you are responsible for whatever material you submit, and you, not Toyota, have full responsibility for the message, including its legality, reliability, appropriateness, originality and copyright.

9. COPYRIGHT AGENT.

We respect the intellectual property of others, and we ask all Visitors to the Sites to do the same. If you are the owner of a United States copyright and you believe that your work has been copied on any of the Sites in a way that constitutes copyright infringement, or your intellectual property rights have been otherwise violated, please contact and provide our Copyright Agent with the following information:

1. a physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located on the Sites;
4. your address, telephone number and email address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

Our agent for notice of claims of copyright or other intellectual property infringement can be reached as follows:

By Mail:

Copyright Agent

Toyota Motor Sales, U.S.A., Inc.

P.O. Box 259001

Plano, TX 75025-9001

By phone: 1-800-331-4331

By facsimile: 310-468-7814

By email: DMCA@toyota.com

10. OTHER COMPLAINTS AND COMMENTS TO TOYOTA.

Communication to Toyota with respect to any product or service complaint should be directed to the applicable Toyota dealer or to Toyota's Customer Relations Services at 800-331-4331, and not through the Sites. Please do not submit ideas or suggestions regarding current or future Toyota products, promotions or advertising. For legal reasons, we do not accept such unsolicited ideas or suggestions.

11. FORWARD TO A FRIEND OPPORTUNITIES.

You may forward information from any of the Sites to another individual person (a "Friend"), including via an email originating from any of the Sites. We may request that you submit information about your Friends, including, without limitation, email addresses, social networks, including but not limited to, Facebook and Twitter, and their personal names so that they may receive the information you request to be sent to them. We will use and store any such information or Personal Information that we collect from you about a Friend only to the extent necessary to carry out your request, and we will not use any such information for any other purpose unless the Friend consents to the use for such other purpose. We reserve the right to limit the number of Friends you can submit or to limit the number of transmissions to any particular Friends from time to time. You may not withdraw the contact information you provide for a Friend once it has been submitted. The contact information for a Friend must be valid and functioning in order for us to contact him or her with the information you have requested that we send to your Friend. We will not be responsible for validating your Friend's contact information you provide. We may elect NOT to communicate with any email address if it appears to be on any of our "do not contact" or "do not email" lists, but are not required to make such an election. Moreover, we will not communicate with any Friend via text message unless your Friend opts-in to receive text messages from Toyota. In addition, we reserve the right to reject any request you make to forward to a Friend or email a Friend if (a) the contact information provided by you is incorrect or not valid, or (b) we determine in our sole discretion that the participation of such individual might be harmful to us, the Sites, any Service, or any third party for any reason. We specifically disclaim any liability for exercising such right.

12. PRIVACY.

You should review our Privacy Policy at [https://toyota.com/support/privacy-rights](https://www.toyota.com/support/privacy-rights) for an explanation of our collection and use of personal information, and our tracking and targeting of your actions on and/or through the Sites, before further using the Sites, as you will be bound by the terms of such Privacy Policy, which is incorporated herein by reference.

Toyota Safety Connect® Connected Vehicle Services

Your vehicle may be equipped with Connected Vehicle Services technology that electronically transmits Vehicle Data to Toyota. These Services are called Safety Connect®. You should review our Connected Vehicle Services Privacy and Protection Notice at [www.toyota.com/privacyvts](https://www.toyota.com/privacyvts) for an explanation of our collection and use of your Vehicle Data and Personal Information for Toyota Safety Connect®.

13. INDEMNITY AND HOLD HARMLESS.

You agree to defend, indemnify and hold harmless Toyota and its parent, subsidiaries and affiliates, and their respective distributors, dealers, dealer associations and advertising and promotions agencies, licensors and contractors, together with each of their respective employees, agents, directors, officers and shareholders (collectively, "Toyota Entities", each a "Toyota Entity"), from and against all the liabilities, claims, damages and expenses (including reasonable attorneys' fees and costs) arising out of your use of the Sites, your breach or alleged breach of any of these Terms, or your breach or alleged violation of the patent, copyright, trademark, proprietary or other rights of third parties with respect to any User Content you post to the Site.

14. DISCLAIMER OF WARRANTIES.

You understand and agree that your use of the Sites, any services of the Sites, and any downloads, is solely at your own risk and that you will be solely responsible for any damage to your mobile device or computer or any other equipment or loss of data that may result from your use of the Sites.

The Sites and the Content are provided on an "AS IS" and "AS AVAILABLE" basis without any warranty of any kind, expressed, implied or statutory. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

Toyota makes no warranties that the Sites or any Content or other material obtained through herein will meet your requirements, or that the Sites will be uninterrupted, timely, secure, non-infringing or error-free. You understand and agree that you are responsible for any and all charges, costs and/or expenses for access to or use of the Sites, including any Mobile Services. No advice or information, whether oral or written, obtained by you from us or through the Sites shall create any warranty not expressly made herein. You may not rely on any such information or advice. To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply to you. We assume no liability or responsibility for any performance degradation, interruption or delays of any of the Sites, or errors or omissions in any Content or other materials on or through the Sites. We do not make any warranty or representation that your use of the material displayed on, or obtained through, the Sites is non-infringing of any rights of any third party.

Any decision or action taken by you on the basis of information or content provided on the Sites is at your sole discretion and risk. We are not responsible or liable for any such decision, or for the accuracy, completeness, usefulness, or availability of any content displayed, transmitted, or otherwise made available on the Sites.

15. LIMITATION OF LIABILITIES.

EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, YOU AGREE THAT THE ENTIRE LIABILITY OF ANY TOYOTA ENTITY TO YOU OR ANY THIRD PERSON, AND THAT YOUR OR ANY THIRD PERSON'S EXCLUSIVE REMEDY, IN LAW, IN EQUITY, OR OTHERWISE, WITH RESPECT TO THE SERVICE PROVIDED UNDER THESE TERMS OF USE AND/OR FOR ANY BREACH OF THESE TERMS IS SOLELY LIMITED TO THE AMOUNT OF FIFTY CENTS ($0.50). EXCEPT IN JURISDICTIONS WHERE SUCH PROVISIONS ARE RESTRICTED, NO TOYOTA ENTITY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT THAT A STATE DOES NOT PERMIT THE EXCLUSION OR LIMITATION OF LIABILITY AS SET FORTH HEREIN OUR LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW IN SUCH STATES.

16. NO OFFER TO SELL OR LEASE.

All of the information contained in the Sites is for informational purposes only, and in no way constitutes an offer to enter into any transaction for a Toyota vehicle, or other Toyota product or service. The purchase of any Toyota vehicle shall be subject to the terms and conditions of the applicable sale, lease or retail installment contract. Any MSRP (Manufacturer's Suggested Retail Price) listed on any of the Sites are in U.S. dollars only and exclude tax, title, license and registration. Actual dealer price may vary. The Sites shall not be used or relied upon by you as a substitute for information that is available to you from an authorized Toyota automobile or parts dealer.

17. MISCELLANEOUS.

(a) Notices and Announcements: Except as expressly provided otherwise herein, all notices to Toyota shall be in writing and delivered via overnight courier or certified mail, return receipt requested to:

Toyota Motor Sales, U.S.A., Inc.

P.O. Box 259001

Plano, TX 75025-9001

(b) Severability: If any provision of these Terms are unlawful, void or unenforceable, that provision is deemed severable from these Terms and does not affect the validity and enforceability of any remaining provisions.

(c) Applicable Law: These Terms and any disputes arising under or related to these Terms will be governed by the laws of the State of Texas, without reference to its conflict of law principles.

(d) Entire Agreement: These Terms constitute the entire, complete and exclusive agreement between you and us regarding the Sites and supersedes all prior agreements and understandings with respect to the subject matter of these Terms.

(e) Waiver: The remedies of Toyota set forth in these Terms shall be cumulative and not alternative, and the election of one remedy for a breach shall not preclude pursuit of other remedies. Any failure by us, at any time or from time to time, to enforce any of our rights under these Terms shall not constitute a waiver of such right.

18. DISPUTES/ARBITRATION.

PLEASE READ THIS PROVISION CAREFULLY. IT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR USE OF ANY OF THE SITES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THIS PROVISION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS AGREEMENT ALSO INCLUDES A JURY WAIVER.

It is Toyota's goal that the Sites meet your expectations and that you are satisfied. However, there may be instances when you have a problem or dispute that needs special attention. In those instances, Toyota is committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your issue. Therefore, for any problem or dispute that you may have with Toyota, you acknowledge and agree that you will first give Toyota an opportunity to resolve your problem or dispute. This includes you first sending a written description of your problem or dispute to Toyota Motor North America, c/o Toyota Motor Sales, U.S.A., Inc., Toyota Customer Experience Center, P.O. Box 259001 – Web Services, Plano, TX 75025-9001. You then agree to negotiate with Toyota in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after Toyota's receipt of your written description of it, you agree to the further dispute resolution provisions below.

You agree that the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of your use of any of the Sites and these Terms shall be final and binding arbitration, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any of the Toyota Entities' or any third party patent, copyright, trademark, trade secret, privacy or publicity rights, in which case you acknowledge that there is no adequate remedy at law and that injunctive or other appropriate relief may be sought by the Toyota Entities and/or the applicable third party(ies) either in court or from an arbitrator. You and we acknowledge that the Agreement affects interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under the Agreement (despite any other choice of law provision). To the extent that the Federal Arbitration Act and federal arbitration law do not supply substantive law necessary for the resolution of any disputes or claims, the laws of the State of Texas shall apply, except that Texas laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply. To the extent that the parties litigate any part of any dispute or claim in court, including, without limitation, obtaining provisional remedies in aid of arbitration, confirmation of the award, and judgment enforcement, the laws of the State of Texas shall apply, except that Texas laws concerning choice of law or conflict of laws shall not apply if they would cause the substantive law of another jurisdiction to apply.

Arbitration under this Agreement shall be conducted by the American Arbitration Association ("AAA"). The arbitration shall be administered by AAA pursuant to its Consumer Arbitration Rules. If the arbitration results in an award, then judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. You and we agree to pay our own fees, costs, and expenses, including those for any attorneys, experts, and witnesses. You agree that any claim for or award of attorneys' fees, including such claim or award pursuant of Chapter 38 of Texas Civil Practice and Remedies Code, is waived. An arbitrator may award on an individual basis any relief. As a limited exception to the agreement to arbitrate, you and we agree that you may take claims to small claims court, if your claims qualify for hearing by such court.

To the fullest extent permitted by applicable law, NO ARBITRATION OR OTHER CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER VISITOR OF THE SITES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In the event that this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction and not in arbitration.

WE BOTH AGREE THAT, WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, YOU AND TOYOTA BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN US.

In no event shall any claim, action or proceeding by you related in any way to this Agreement be instituted more than two (2) years after the cause of action arose.

19. CONTACT US.

If you have any questions, complaints or claims about any of the Sites, or if you are having any technical difficulties with any of the Sites, please email us through <https://www.toyota.com/support/#!/app/ask> or call us at 800-331-4331.