Dash Camera Interface App.  
END-USER LICENSE AGREEMENT

This End-User License Agreement was last revised on May 1, 2020 (version 1.0).

THIS IS A LEGAL AGREEMENT (“AGREEMENT”) BETWEEN PIONEER CORPORATION, [0406.999.132 (Pioneer Europe NV)], LOCATED AT 28-8, HONKOMAGOME 2-CHOME, BUNKYO-KU, TOKYO 113-0021, JAPAN (“PIONEER”) AND YOU. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. THIS AGREEMENT APPLIES TO THE USE OF THE APP (DEFINED BELOW). PLEASE READ THIS AGREEMENT CAREFULLY.

DO NOT CLICK ON THE BUTTON BELOW THAT INDICATES YOU ACCEPT THIS AGREEMENT OR USE THE APP UNTIL YOU HAVE READ AND AGREED TO BE BOUND BY THIS AGREEMENT.

YOU ARE ACKNOWLEDGING:

1. THAT YOU HAVE READ THIS AGREEMENT,
2. THAT YOU UNDERSTAND IT, AND
3. THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT,

IF YOU

1. CLICK THE ACCEPTANCE BUTTON ON THE ELECTRONIC VERSION OF THIS AGREEMENT, OR
2. INSTALL OR USE ANY PART OF THE DASH CAMERA INTERFACE APPLICATION AND RELATED PRINTED OR ELECTRONIC DOCUMENTATION (COLLECTIVELY, AS MAY BE UPDATED, MODIFIED, ADDED TO OR UPGRADED FROM TIME TO TIME, THE “APP”).

IF YOU ARE UNDER THE LEGAL AGE OF MAJORITY IN YOUR LOCATION, MEANING YOU ARE NOT AN ADULT, ASK YOUR PARENT OR GUARDIAN TO REVIEW THE APP AND THESE TERMS. BY CLICKING THE ACCEPT/AGREE BUTTON OR INSTALLING OR USING THE APP, YOU ARE REPRESENTING (TELLING PIONEER) THAT YOU HAVE OBTAINED YOUR PARENT’S OR GUARDIAN'S CONSENT, IF NECESSARY, TO ENTER INTO THIS AGREEMENT. PIONEER DOES NOT INTEND OR KNOWINGLY PROVIDE THE APP FOR USE BY CHILDREN UNDER 16.

IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT, CLICK ON THE BUTTON BELOW THAT INDICATES THAT YOU DO NOT ACCEPT THIS AGREEMENT AND DO NOT INSTALL OR USE ANY PART OF THE APP.

INTERNET TECHNOLOGY AND APPLICABLE LAWS, RULES AND REGULATIONS CHANGE FREQUENTLY. ACCORDINGLY, PIONEER RESERVES THE RIGHT TO MAKE CHANGES TO THIS AGREEMENT AT ANY TIME. YOU WILL BE NOTIFIED WITHIN THE APP AS TO ANY CHANGES TO THIS AGREEMENT. YOUR USE OF THE APP AFTER RECEIPT OF SUCH NOTICE WILL BE CONDITIONED UPON ACCEPTANCE OF THE CHANGES.

1. **GRANT OF LICENSE**. Pioneer hereby grants you a non-exclusive, limited, revocable, nontransferable, personal and free of charge license to use the App for personal, non-commercial purposes upon the terms and conditions set forth in this Agreement and according to applicable law. Pioneer reserves all rights not expressly granted in this Agreement. The license does not grant any right to obtain future upgrades, updates or supplements of the App. If upgrades, updates or supplements of the App are obtained, however, the use of such upgrades, updates or supplements is governed by this Agreement and any amendments to it unless other terms accompany the upgrades, updates or supplements, in which case those terms apply.

2. **RESTRICTIONS ON USE**. You may not, directly or indirectly:

1. copy the App,
2. sub-license, lend, lease or otherwise make the App available to any third party (on the Internet or tangible media, by broadcast or in any other manner),
3. use the App commercially,
4. modify, adapt or translate any part of the App,
5. reverse engineer, decompile or disassemble the App or otherwise attempt to obtain its source code,
6. bypass, modify, defeat, tamper with or circumvent any of the securities features of the App, including altering any digital rights management functionality of the App,
7. remove or alter any copyright, trademark or other proprietary notice contained in the App,
8. use the App in any manner not set forth in this Agreement or the App’s documentation, or
9. assist or encourage any third party in engaging in any activity restricted by this Agreement.

Other than the limited license granted to you in this Agreement, you have no other right, title or interest in or to the App. Any rights not expressly granted to you are fully reserved by us and/or our suppliers or licensors, as applicable, and no such rights are conferred by estoppel, operation of law, implication or otherwise.

3. **REQUIREMENTS FOR USE**. To use this App, compatible devices (including smartphones and tablets) and Pioneer Dash Camera products compatible with this App (hereinafter referred to as "Compatible Dash Camera") are required. This App is not compatible with Pioneer Dash Cameras other than Compatible Dash Camera. For details, please check Pioneer website or app store. In addition, use of the App may require certain additional software and regular updates.

The user agrees to the following usage restrictions and precautions when using this application:

A. To use some of the functions of this App, it is necessary to connect this App and Compatible Dash Camera via Wi-Fi.

B. When uploading an image or video recorded with a Compatible Dash Camera to SNS or other internet service, the user shall be careful not to infringe the personal information or privacy of the third party. The act of uploading the personal information or privacy information of a third party may be illegal in some countries and regions. Pioneer does not take any responsibility for matters caused by images or photographs uploaded by users. You agree that you will be responsible for resolving any disputes arising out of any personal information or privacy infringement.

4. **APPROPRIATE USE**. You agree to use the App in:

1. a manner consistent with all applicable laws, rules and regulations, this Agreement and related requirements, documentation and guidelines for the App, and
2. a reasonable, safe and appropriate manner considering all the circumstances associated with that use.

THE DEVICE ON WHICH THE APP IS INSTALLED MUST BE MOUNTED SECURELY IN A LOCATION THAT DOES NOT INTERFERE WITH THE DRIVER’S CLEAR VIEW OF THE ROAD, DASHBOARD WARNINGS OR MESSAGES, OR VEHICLE CONTROLS, AND COMPLIES WITH THE LAWS OF YOUR LOCATION.

You agree not to use the App:

1. for any illegal, non-personal or unauthorized purpose,
2. in a manner that could damage or cause risk to Pioneer’s business, reputation, employees, customers, facilities, or any third party,
3. in a manner that could distract the driver or that may otherwise cause injury or death to vehicle occupants or bystanders, or
4. in a manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party.

The use of the App by the driver while driving may be illegal in some countries or regions. In addition, using this App while driving may distract the driver's attention and cause serious injury or death to the driver, other drivers, passengers or third parties. The user agrees not to take such actions whilst using the App while driving as it may be illegal or may be dangerous to passengers or third parties. If you do this, you may cause serious injury or death to the user or a third party. IT IS ILLEGAL IN MOST STATES OF THE UNITED STATES AND MAY BE ILLEGAL IN OTHER JURISDICTIONS FOR ANY TELEVISION OR OTHER VIDEO DISPLAY, STREAM, TRANSMISSION OR BROADCAST TO BE VISIBLE TO THE DRIVER WHILE THE VEHICLE IS IN MOTION. YOU AGREE NOT TO USE THE APP WHILE IN CONTROL OF A MOVING VEHICLE WHERE DOING SO WOULD BE ILLEGAL OR DANGEROUS TO VEHICLE OCCUPANTS OR BYSTANDERS. DOING OTHERWISE CAN LEAD TO SERIOUS INJURY OR DEATH TO YOU AND OTHERS. PLEASE FIND A SAFE PLACE TO PARK AND ENGAGE THE PARKING BRAKE BEFORE VIEWING ANY VIDEO DISPLAYS, STREAMS, TRANSMISSION, OR BROADCAST AVAILABLE THROUGH THE APP.

5. **ASSIGNMENT**. This Agreement and all of your rights and obligations under it are not assignable or transferable by you without Pioneer’s prior written consent. If you assign the App, your rights under this Agreement will terminate immediately and you may not retain the original or any copies of the App. Pioneer may freely assign or transfer this Agreement or any of its rights or obligations under it. Pioneer however will only assign or transfer this Agreement or any of its rights or obligations under this Agreement with your consent if the assignment or transfer has an impact on your guarantees.

6. **TERMINATION**. This Agreement begins upon your acceptance (as described in the beginning) and is concluded for the entire term of the copyright protection of the App under applicable law.

Pioneer may terminate this Agreement without cause at any time by giving one month’s written notice, which may be provided through the App or by other electronic delivery (e.g. email). You may terminate the Agreement at any time upon written notice to Pioneer.

In any case, Pioneer may terminate this Agreement, and therefore your right to use the App, without any prior notice of default, any prior judicial intervention, and with immediate effect if you fail to comply with any provision in Section 2, 3, or 4 of this Agreement.

If this Agreement is terminated, you must:

1. cease all use of the App,
2. destroy the original and all copies of the App, and
3. delete all copies of the App from the device on which it has been installed.

7. **DISCLAIMER OF WARRANTIES**. SINCE THE APP IS LICENSED FREE OF CHARGE TO YOU, PIONEER WARRANTS ONLY THAT THE APP HAS BEEN DEVELOPED AND MADE AVAILABLE IN ACCORDANCE WITH THE USUAL STANDARDS IN THE INDUSTRY FOR A FREE OF CHARGE APP. IN ALL OTHER RESPECTS, THERE IS NO WARRANTY FOR THE APP, AND THE APP IS PROVIDED “AS IS AND WITH ALL FAULTS.” TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, PIONEER, ITS SUPPLIERS AND LICENSORS DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND YOU USE THE APP AT YOUR OWN RISK.

WITHOUT LIMITING THE FOREGOING, PIONEER AND ITS SUPPLIERS AND LICENSORS DO NOT WARRANT THAT:

1. THE APP WILL BE ERROR-FREE,
2. YOUR USE OF THE APP WILL BE UNINTERRUPTED OR ERROR-FREE,
3. THE APP WILL MEET YOUR REQUIREMENTS, OR
4. THE APP WILL OPERATE WITH THE HARDWARE OR APP CONFIGURATION YOU CHOOSE.

NO WRITTEN OR ORAL STATEMENTS BY PIONEER GROUP OR OTHERS WILL CONSTITUTE WARRANTIES OF PIONEER. “PIONEER GROUP” MEANS PIONEER AND ITS SUBSIDIARIES AND OTHER AFFILIATES, AND THEIR OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUPPLIERS, DISTRIBUTORS, DEALERS, LICENSORS AND OTHER REPRESENTATIVES.

8. **EXCLUSION OF REMEDIES**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT, EXCLUDING PIONEER’S WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR IN THE EVENT OF THE DEATH OR PHYSICAL INJURY OF THE USER AS A RESULT OF THE ACTS OR OMISSIONS OF PIONEER, WILL ANY OF PIONEER GROUP OR ITS THIRD PARTY SUPPLIERS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST DATA OR ECONOMIC LOSS) ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT, INCLUDING YOUR USE OF OR INABILITY TO USE THE APP REGARDLESS OF THE CAUSE OF ACTION ON WHICH THE CLAIM IS BASED, EVEN IF PIONEER GROUP OR ITS THIRD-PARTY SUPPLIERS OR LICENSORS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM.

9. **LIMITATION OF LIABILITY**. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT UNDER ANY THEORY OF LIABILITY, EXCLUDING PIONEER’S WILLFUL MISCONDUCT, GROSS NEGLIGENCE, OR IN THE EVENT OF THE DEATH OR PHYSICAL INJURY OF THE USER AS A RESULT OF THE ACTS OR OMISSIONS OF PIONEER, WILL THE AGGREGATE LIABILITY OF PIONEER GROUP AND THE THIRD-PARTY SUPPLIERS AND LICENSORS FOR ANY DAMAGES OR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ITS SUBJECT MATTER OR ANY PRODUCT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED TEN US DOLLARS (US$10.00), OR THE PRICE PAID FOR THE PIONEER PRODUCT PURCHASED FOR USE WITH THE APP, WHICHEVER IS GREATER. PIONEER GROUP’S AND THE THIRD-PARTY SUPPLIERS’ AND LICENSORS’ LIMITATION ON LIABILITY IS CUMULATIVE, WITH ALL OF PIONEER GROUP’S AND THIRD-PARTY SUPPLIERS’ AND LICENSORS’PAYMENTS IN SATISFACTION OF THEIR LIABILITIES BEING AGGREGATED TO DETERMINE SATISFACTION OF THIS LIMIT.

10. **YOUR SPECIFIC RIGHTS**. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF DAMAGES OR LIMITATION OF LIABILITY, SO THE ABOVE EXCLUSIONS OR LIMITATIONS, TO THE EXTENT PROHIBITED BY APPLICABLE LAW, MAY NOT APPLY TO YOU. YOUR SPECIFIC RIGHTS MAY VARY FROM JURISDICTION TO JURISDICTION.

11. **ESSENTIAL PURPOSE**. UNLESS LIMITED OR MODIFIED BY APPLICABLE LAW, THE FOREGOING DISCLAIMERS, EXCLUSIONS AND LIMITATIONS APPLY, EVEN IF ANY REMEDY FAILS FOR ITS ESSENTIAL PURPOSE.

12. **SUPPORT**. PIONEER HAS NO OBLIGATION TO MAINTAIN OR SUPPORT THE APP. PIONEER AND ITS SUPPLIERS OR LICENSORS MAY, WITHOUT FURTHER NOTICE TO YOU, PERIODICALLY ACCESS YOUR APP REMOTELY TO UPDATE, MODIFY, ADD TO OR UPGRADE THE APP. IN RARE INSTANCES, SUCH UPDATES, MODIFICATIONS, ADDITIONS OR UPGRADES MAY CAUSE DATA LOSS OR OTHER ISSUES. YOU ARE SOLELY RESPONSIBLE FOR REGULARLY BACKING UP ANY DATA STORED TO PREVENT THIS FROM OCCURRING.

13. **NO RESPONSIBILITY BY APP SELLER**. Pioneer, and not Apple Inc., Google Inc., or any other app seller (each, an “App Seller”), is solely responsible for the App under the terms and conditions of this Agreement. Pioneer, not App Seller, is responsible for addressing any claims by you or any third party relating to the App or your possession and/or use of the App, including without limitation intellectual property infringement claims. App Seller has no obligation to provide any maintenance or support services with respect to the App.

14. **FORCE MAJEURE**. Pioneer will not be liable for failing to perform under this Agreement because of any event beyond its reasonable control, including, without limitation, a natural disaster, a labor disturbance, an Internet outage or interruption of service, a communications outage, failure by a service provider or any other third party to perform, fire, a cyber-attack, an act of terrorism, or war.

15. **PRIVACY AND SECURITY**. When setting the Compatible Dash Camera through the App, this App will send information about the settings from the device on which the user's App is installed to the Compatible Dash Camera, but will not send any data to Pioneer. In addition, when acquiring images and videos from the Compatible Dash Camera through this App, no data will be sent to Pioneer. Pioneer only receive the number of downloads of this App from the App seller. Any data processing by the App Seller or smartphone provider in connection with your download and use of the App is governed by the App Seller’s and provider’s policies. If Pioneer releases a future App update that implements analytics or other functions that collect and process data, the App update will be governed by an updated version of this Agreement and App privacy policy. Please refer to the “Dash Camera Interface Privacy Policy” for further information, which you can view in the App or you may find links on the App’s listings in the App Store and Google Play.

16. **INDEMNIFICATION**. You will defend, indemnify and hold each member of Pioneer Group harmless from any damage, loss, cost or expense (including reasonable attorneys’ fees and costs, to the maximum extent allowed by laws applicable to you) incurred in connection with any third-party claim, demand or action (“Claim”) brought or asserted against any of the Pioneer Group arising from, related to, or connected with your alleged breach of this Agreement. If you are obligated to provide indemnification pursuant to this provision, Pioneer may, in its sole and absolute discretion, control the disposition of any Claim at your sole cost and expense. Without limitation of the foregoing, you may not settle, compromise or in any other manner dispose of any Claim without Pioneer’s written consent.

17. **THIRD PARTY BENEFICIARIES**. You acknowledge and agree that, as applicable, Apple Inc., and Apple Inc.’s subsidiaries, and Google Inc., and Google Inc.’s subsidiaries are third-party beneficiaries of this Agreement and that, upon your acceptance of the terms and conditions of this Agreement, as applicable, Apple Inc., and Apple Inc.’s subsidiaries, and Google Inc., and Google Inc.’s subsidiaries will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as third-party beneficiaries thereof.

18. **EXPORT RESTRICTIONS**. You acknowledge that the App is subject to the export control laws and regulations of Japan, the United States, and the European Union, including any amendments thereof, and may include technical data subject to export and re-export restrictions imposed by law. You agree not to export or re-export the App, directly or indirectly, to any countries that are subject to Japanese, U.S. or European Union export restrictions or otherwise in violation of the laws and regulations of Japan, the United States, the European Union, or other jurisdiction(s) in which the App was lawfully obtained. Without limiting the foregoing, you represent and warrant that the App will not be exported or re-exported into any countries embargoed by the United States or to anyone on the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person’s List or Entity List. By using the App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use the App for any purposes prohibited by Japanese, United States, or European Union law or the laws of the jurisdiction(s) in which the App was lawfully obtained, including without limitation the development, design, manufacture, or production of missiles or nuclear, chemical or biological weapons.

19. **GOVERNMENT END-USERS**. With respect to government end users in the United States, the App is “commercial computer software” or “commercial computer software documentation” as those terms are defined in 48 C.F.R. 252.227-7014(a)(1) (2007) and 252.227-7014(a)(5) (2007). The U.S. Government’s rights with respect to the App are limited by this Agreement pursuant to FAR §§ 12.212 (Computer Software) (1995) and 12.211 (Technical Data) (1995) and/or DFAR 227.7202-3, as applicable. As such, the App is being licensed to the U.S. Government end users: (a) only as “Commercial Items” as that term is defined in FAR 2.101 generally and as incorporated in DFAR 212.102; and (b) with only those limited rights as are granted to the public pursuant to this Agreement. Under no circumstance will the U.S. Government or its end users be granted any greater rights than we grant to other users, as provided for in this Agreement.

20. **MISCELLANEOUS**. This Agreement will be binding upon and inure to the benefit of Pioneer and you and the respective successors and permitted assigns.

21. **SEVERABILITY**. If any provision of this Agreement is determined to be illegal, invalid or unenforceable, such determination will not affect the legality, validity or enforceability of any other provision of this Agreement. In the event of nullity, invalidity or unenforceability of one or more provisions of this Agreement, the parties shall replace that provision with a valid and enforceable provision with an economic effect as close as possible to the deficient provision.

22. **NO WAIVER**. Any waiver, amendment, supplementation or modification of any provision of this Agreement will be effective only if it is in writing and signed by Pioneer and you. Any waiver of any breach or failure to enforce any provision of this Agreement will not be deemed a future waiver of such term or a waiver of any other provision.

23. **GOVERNING LAW**. If you are a resident of any EU member state, this Agreement is governed by and will be construed in accordance with Belgian law. If you are a resident of the United States, this Agreement is governed by and will be construed in accordance with the laws of the State of California, U.S.A. If you are a resident of Canada, this Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If you are resident of any territory outside the EU, United States, or Canada, this Agreement is governed by and will be construed in accordance with the laws of Japan.

24. **JURISDICTION**. The parties will use good faith efforts to resolve amicably any dispute or controversy that may arise out of or in relation to or in connection with this Agreement, or any breach hereof.

In the event no amicable settlement can be reached, if you are a resident of an EU member state, the parties can choose to finally settle all claims arising out of or relating to this Agreement (including its formation, interpretation, applicability, enforceability, performance and breach) and the App by binding arbitration. If you are a resident of a territory other than an EU member state, all such claims shall be finally settled by binding arbitration as provided herein. If parties agree to settle claims by arbitration, such arbitration shall be conducted under the arbitration rules of the International Chamber of Commerce by three arbitrators designated in accordance with those rules. If you are a resident of an EU member state, then the arbitration shall be held in Brussels, Belgium, in the English language. If you are a resident of the United States, then the arbitration shall be held in one of three regional venues (New York, New York; Dallas Texas; or Los Angeles County, California). If you are a resident of Canada, the arbitration shall be held in one of three regional venues (Vancouver, BC, Toronto, ON, or Quebec, QC). If you are a resident of any other territory, then the arbitration shall be held in Tokyo, Japan. The award of arbitration will be final and binding upon other parties and will have the reasoning therein.

For residents of EU member states, in case the parties do not agree to settle claims through arbitration, the Belgian courts shall have exclusive jurisdiction to settle all claims arising out of or relating to this Agreement (including its formation, interpretation, applicability, enforceability, performance and breach) and the App. For residents of Canada, if the arbitration provision is not enforceable, the parties submit to the exclusive jurisdiction of the courts located in the city of Toronto, unless otherwise prohibited by law.

25. **ENTIRE AGREEMENT**. This Agreement constitutes the entire agreement between Pioneer and you with respect to the subject matter of this Agreement. Sections 7 through 25 will survive the termination of this Agreement. The term “including” shall mean “including without limitation.”

26. **CONTACT US**. If you have any questions or complaints about this End User License Agreement or your Account, you may contact us by visiting　https://global.pioneer/en/product\_support/support/ or by postal mail at one of the following addresses:

Pioneer Corporation  
Attn: Customer Support  
28-8, Honkomagome 2-Chome   
Bunkyo-Ku, Tokyo  
113-0021, Japan

Pioneer Electronics AsiaCentre Pte. Ltd.  
Attn: Service Centre  
2 Jalan Kilang Barat, #07-01  
Singapore 159346

Pioneer Europe NV  
Attn: European service division  
Haven 1087, Keetberglaan 1  
9120 Melsele, Belgium

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