

# WAYSHIELD

## Online Policy and Agreement (Revised December 16, 2024)

In this Online Policy and Agreement (the "Agreement"), "you" and "your" mean each customer and collectively all customers identified in any Product documentation as defined below and/or each user of the Website, as applicable; "we," "us" and "our" means Wayshield, a trademark used by Toyota Motor Insurance Services, Inc. ("TMIS") and as applicable our affiliates, agents and service providers (and assignees of all the foregoing); "Website" means the websites, mobile websites, and mobile applications operated by or on behalf of TMIS and/or its subsidiaries and assignees.

By clicking "I Accept" during any interaction with our Website, or by otherwise using our Website as a general visitor, you agree to this Agreement and consent to the posted Online Privacy Policy, which is hereby incorporated by reference.

### **1. Online Services**

You are our "Customer" if you use our Website to purchase, accept, modify, terminate, access, submit a claim, request assistance or check the status of any Product or Product-related claim (collectively, the "Services"). As used herein, "Product" refers to a Vehicle Service Agreement, Guaranteed Auto Protection, Prepaid Maintenance, Tire & Wheel or Key Replacement, or another product or service offered by or through Wayshield.

**IMPORTANT NOTE:** We may describe certain features and functionality in this Agreement, but they are all subject to availability and we do not commit to provide any particular capabilities through our Services. For example, you may only be able to submit a claim but not purchase, modify or terminate a Product through our Services. The specific features and functionality on our Website is expected to change over time.

**1.1. Communications Consent.** We may call you, leave you a voice, prerecorded, or artificial voice message or send you a text including SMS text message, email or other electronic message for any purpose related to your Products, our other products and services, or surveys or research (each a "Communication"). We may include your personal information in a Communication and conduct a Communication using an automated dialing machine and any contact information we have for you, including a cell phone number. We will not charge you for a Communication, but your service provider may do so. You understand and agree that we may always communicate with you in any manner permissible by law that does not require your consent.

**1.2. Multifactor Authentication (MFA).** To access your information on the Website, we may require you to verify your identity through a process called Multifactor Authentication ("MFA"). MFA is an authentication method used to help prevent unauthorized access to your information by relying on two or more independent credentials to verify your identity. For instance, you may be asked to click on a verification link or enter your password and a verification code. A verification code is a one-time use code that we send to you by email, text, or phone call ("Verification Code"). When we send a Verification Code or link, it is a Communication as otherwise defined in this Agreement. For additional security, you may choose to receive a Verification Code at each login. Adding a Verification Code at login can make accessing your information more secure by providing an extra layer of protection to your username and password. You may choose to add this two-step verification process as an additional layer of security to prevent unauthorized access to your information. Although this two-step verification process is optional, the Website may still require a Verification Code at login, in certain instances, including: 1) when the risk profile is high, based on your typical login and usage profile, and/or 2) you have indicated that you are sharing your device with others. When we send you a code or link, anyone with access to your email or phone may be able to access your information, view your Product information, and change your settings.

**1.3. Mobile Access.** This Agreement applies when you access the Website using your mobile phone, smartphone, or other mobile device (each a "Mobile Device"). We will not charge you to access the Website using a Mobile Device or to receive Communications from us. However, your Mobile Device's telecommunications provider may charge you access rates and fees. We cannot guarantee that the Website will support all Mobile Devices.

**1.4.**

**1.5. Emails and Texts regarding your Online Services.** Emails and texts we send you regarding the Services or otherwise related to the products and services we offer may not be encrypted.

Certain email and text notifications are available to you depending on your use of, and settings in, the Services. We may send you mandatory notifications automatically, when applicable, such to verify your identity through MFA. We cannot ensure that emails and text messages will be received including without limitation if third party services fail to transmit emails and text messages.

We may send you emails that contain links to websites of our affiliates or business partners. A digital tracking code may be embedded in that link so any clicks help us track the performance of such email campaigns and potentially the activity on our affiliate or business partner website.

**1.6. Notice Of Monitoring And Recording.** You understand that all telephone calls, web chats, and other communications between you and us (including our affiliates and service providers) may be monitored and recorded for quality assurance and other

purposes, subject to our Online Privacy Policy. You agree to such monitoring and recording.

1.7.

## **2. Rights and License to use the Services**

**2.1. Our Rights.** As between us and you, and subject to your right, title and interest in information you may submit through the Services or otherwise provide or submit to us, we (with our licensors) own all right, title and interest in and to the Services, including all related intellectual property rights therein. Subject to the limited rights expressly granted hereunder, we (and our licensors) reserve all right, title and interest in and to the Services, including all related intellectual property rights subsisting therein. We grant no rights to you hereunder other than as expressly set forth herein. This Services and all materials and information published thereon are protected by U.S. and foreign copyright and other intellectual property laws.

**2.2. License Grant.** Subject to your compliance with this Agreement, TMIS hereby grants you a non-exclusive, non-transferable license for your personal, lawful, non-commercial purposes in connection with the Website, the Products and related services we provide. You may not use the Services in any manner inconsistent with this Agreement.

**2.3. Restrictions.** You may not remove any copyright, patent, trademark or other proprietary or restrictive notice or legend contained on the Services, and you shall reproduce all such notices and legends on all copies of materials downloaded, printed or distributed from the Services which copies are permitted to be made hereunder. Except as otherwise expressly provided in this Agreement or on Services, you may not download, modify, copy, reproduce, republish, post, resell, upload, transmit or distribute any materials or content, except with the express written consent of TMIS or its third party licensors, as applicable. Wayshield is a trademark used by TMIS and our subsidiaries.

**2.4. Notice of Infringement.** We respect the intellectual property rights of others, and we prohibit users of our Services from submitting, uploading, posting or otherwise transmitting any materials that violate another person's intellectual property rights or this Agreement. Please report any allegations of copyright infringement or any other issue to us via the contact information provided below.

## **3. General Terms**

**3.1. Prohibited Conduct.** You may not use Services to: (a) engage in any fraudulent or illegal activity; (b) violate any statute, regulation or other legal authority; (b) violate our patent, trademark, service mark, copyright or other intellectual property or proprietary rights, or those of any other person or company; (c) violate our other property or privacy rights or those of any other person or company; (d) interfere with or

obtain unauthorized access to our computer systems or those of any other person or company; (e) impersonate our identity or that of any other person or company.

**3.2. Accuracy of Information.** You represent and agree that all information you provide to us in connection with the Services is true, correct and complete, and will be timely updated as necessary. You agree not to misrepresent (lie about) your identity or your authority to view information on this Website.

**3.3. Changes to this Agreement or the Services.** This Agreement can only be changed upon our posting of an updated Agreement on the Website or other Communication to you with the updated Agreement, and you accept any such change by affirmatively agreeing to the updated Agreement where prompted, or by continuing to use the Services following posting of the updated Agreement. In some instances we may provide further notice of an updated Agreement in an email to you or with a special indication on our Website homepage. We may add, modify or remove any feature or functionality in the Services at any time in our sole discretion.

**3.4. Termination of your Services by Us.** We may terminate or suspend your use of any or all of the Website, or Services at any time with or without reason and without notice to you.

**3.5. Supplemental Terms and Conditions.** In addition to the terms of this Agreement, supplemental terms and conditions may appear on specific pages of the Website or in connection with specific products or services. By clicking "I Accept" or otherwise acknowledging such terms and conditions, you agree to them, as applicable.

**3.6. Availability of Other Products and Services.** The Website may provide information about various products, services and promotions offered by us, our affiliates or our business partners. Products and services may not be available in all jurisdictions.

**3.7. Links.** The Services may contain hypertext links to other websites, online services or social media platforms that are completely independent of our Website. We do not assume responsibility as to the accuracy, completeness, or authenticity of the information presented on any third party service referenced or accessed via such a link. A link to a third party is provided for informational and convenience purposes only and should not be construed as our endorsement of such party's website, products or services.

**3.8. This and Other Agreements You Have with Us.** We may assign our rights and obligations under this Agreement, without notice, to: (a) any affiliate of TMIS; or (b) any party or its affiliate acquiring all or substantially all of the assets or stock by merger or otherwise of TMIS or any affiliate of TMIS. This Agreement may not be assigned by you without our prior written consent. Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. This Agreement is specific to your use of the Website, Services and shall not affect any other agreement between you and TMIS or another Toyota company with respect to other

products or services. Any Products you have purchased will remain subject to any governing product-specific agreements or terms, as applicable.

#### **4. Dispute Resolution**

4.1. **Indemnification.** You agree to indemnify and hold us and our agents, officers, employees, affiliates, and business partners harmless from any and all claims, liabilities, damages, costs and expenses (including, without limits, reasonable attorneys' fees and costs) caused directly or indirectly by or arising directly or indirectly out of your use of the Website, Services, or your violation of this Agreement. When you agree to indemnify and hold another person or company harmless, you agree to protect, defend and pay for certain amounts. You will not be responsible for indemnifying us or holding us harmless from any claims, liabilities, damages, costs or expenses caused solely by or solely arising out of the gross negligence or intentional misconduct of us, our agents, officers, employees, affiliates, or business partners.

4.2. **DISCLAIMER OF WARRANTIES.** THE ONLINE SERVICES AND ANY SERVICES AND INFORMATION THEREIN ARE PROVIDED "AS IS." WE DISCLAIM ALL WARRANTIES OF ANY KIND REGARDING OUR ONLINE SERVICES, AND THE INFORMATION PROVIDED OR TO BE PROVIDED THROUGH ANY OF THE ONLINE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO GUARANTY OR PROMISE THAT ANY OF THE FOREGOING SERVICES WILL BE UNINTERRUPTED, ON TIME, SECURE OR WITHOUT MISTAKE OR ERROR.

4.3. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR: ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY OR ARISING DIRECTLY OR INDIRECTLY OUT OF THE FOLLOWING EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (a) ACCESS TO OR USE OF OUR ONLINE SERVICES; (b) THE FAILURE, INTERRUPTION OR AVAILABILITY OF THE ONLINE SERVICES; (c) THE TIMELINESS, ACCURACY, COMPLETENESS, MISDELIVERY OR THE FAILURE IN DELIVERY OF THE ONLINE SERVICES, INCLUDING E-MAIL OR TEXT NOTIFICATIONS AVAILABLE OR DELIVERED THROUGH OR AS A PART OF THE ONLINE SERVICES; (d) THE UNAUTHORIZED ACCESS TO OR ALTERATION OF ANY INFORMATION, NOTICES OR OTHER COMMUNICATIONS OF OR RELATED TO THE ONLINE SERVICES; (e) ANY OTHER MATTER RELATED TO THE ONLINE SERVICES

4.4. **Enforceability.** If any part of this Agreement, including the Online Privacy Policy and any other related disclosure or consent in connection with the Services, is determined to be invalid, then to the extent possible, that part will be interpreted according to the intent of you and us and the other parts of the Agreement (including the Online Privacy Policy and any other related disclosure or consent in connection with the Services) will remain valid. SOLELY TO THE EXTENT YOUR STATE OF RESIDENCE DOES NOT PERMIT A LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR

INCIDENTAL DAMAGES OR DISCLAIMERS OF CERTAIN WARRANTIES AS DESCRIBED IN THIS AGREEMENT, SUCH LIMITATION SHALL NOT APPLY TO YOU.

## **5. Contacting us**

If you have any questions, comments, requests or concerns regarding the Website, please contact us by phone at: 1 (800 874-8822 Monday-Friday: 8am-5pm Local Time.

©2024 Toyota Motor Insurance Services, Inc.

Wayshield™ is a trademark used by Toyota Motor Insurance Services, Inc. (TMIS) and its subsidiaries. Voluntary Protection Products are administered by TMIS or a third party contracted by TMIS.