Terms & Conditions for Audi Connect™.

Effective April 1, 2011.

Your agreement with T-Mobile for Service includes these Terms and Conditions ("T&Cs"), your Service Agreement, applicable supplemental terms and conditions, and your Rate Plan terms, which are available at www.my.audiusa.com/AudiConnect (collectively "Agreement"). Your Rate Plan includes your rates, coverage and other terms ("Rate Plan"). To the extent any term in your Rate Plan expressly conflicts with these T&Cs, the term in your Rate Plan will govern.

Please read these T&Cs carefully. They cover important information about T-Mobile services provided to you ("Service") by T-Moble and its authorized agents and contractors ("T-Mobile"), including Raco Wireless, LLC ("Raco") for use in your vehicle purchased or leased from an authorized Audi dealer ("Car"); and your SIM card or other equipment or third party device used with our Service in your Car ("Device"); and any access and usage charges, taxes, fees and other charges we bill you ("Charges"). Subject to these T&Cs, the Service allows you to access T-Mobile's wireless data network in your Car solely for the purpose of accessing Audi Connect content or services provided by Audi of America, Inc. ("Audi") or its third party providers. The Service does not include voice, Short Messaging Service or any other wireless service in your Car. These T&Cs include fees for late payments, limitations of liability, privacy and resolution of disputes by arbitration instead of in court.

You and any authorized users on your account will have access to account information and may be able to make changes to the account. **If you give your personal account validation information to someone, they can access and make changes to your account.** Those changes will be binding on you. You may request to switch to another Rate Plan, and if we authorize the change, fees may apply. Authorized changes may require your agreement to a new term and/or new T&Cs. You are solely responsible for any use of the Service in your Car, even if you later claim the use of the Service wasn't authorized by you. We have no obligation to inquire about the authority of anyone using your Car.

1. Acceptance. YOUR AGREEMENT WITH T-MOBILE STARTS WHEN YOU ACCEPT. You represent that you are at least 18 years old (21 years old or legally emancipated if you are a Puerto Rico customer) and you are legally authorized to enter into this Agreement. You accept your Agreement by doing any of the following: (a) giving us or our authorized agent a written or electronic signature, or telling us or our agent orally that you accept; (b) activating Service; (c) using your Service after you make a change or addition; or (d) paying for the Service; **IF YOU DON'T WANT TO ACCEPT, DON'T DO ANY OF THESE THINGS.**

2. * Dispute Resolution and Arbitration. WE EACH AGREE THAT, EXCEPT AS PROVIDED BELOW (AND EXCEPT AS TO PUERTO RICO CUSTOMERS), ANY AND ALL CLAIMS OR DISPUTES IN ANY WAY RELATED TO OR CONCERNING THE AGREEMENT, T-MOBILE'S SERVICES, DEVICES OR PRODUCTS, INCLUDING ANY BILLING DISPUTES, WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT. This includes any claims against other parties relating to Services or Devices provided or billed to you (such as our suppliers, agents such as Raco, Audi or third party vendors) whenever you also assert claims against us in the same proceeding. We each also agree that the Agreement affects interstate commerce so that the Federal Arbitration Act and federal arbitration law apply (despite the choice of law provision in Section 25). THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR MUST FOLLOW THIS AGREEMENT AND CAN AWARD THE SAME DAMAGES AND RELIEF AS A COURT (INCLUDING ATTORNEYS' FEES).

For all disputes (except for Puerto Rico customers) whether pursued in court or arbitration, you must first give us an opportunity to resolve your claim by sending a written description of your claim to the address in Section 14 below. We each agree to negotiate with each other in good faith about your claim. If we do not resolve the claim within 60 days after we receive this claim description, you may pursue your claim in arbitration. You may pursue your claim in a court only under the circumstances described below. We each agree that if you fail to timely pay amounts due, we may assign your account for collection, and the collection agency may pursue in court claims limited strictly to the collection of the past due amounts and any interest or cost of collection permitted by law or the Agreement.

Notwithstanding the above, **YOU MAY CHOOSE TO PURSUE YOUR CLAIM IN COURT AND NOT BY ARBITRATION** if: (a) your claim qualifies, you may initiate proceedings in small claims court; or (b) **YOU OPT OUT OF THESE ARBITRATION PROCEDURES <u>WITHIN 30 DAYS</u> FROM THE DATE YOU ACTIVATED SERVICE FOR THE RELEVANT LINE (the "Opt Out Deadline").** You must opt out by the Opt Out Deadline for each line of Service. You may opt out of these arbitration procedures by calling 1-866-323-4405 or completing the opt-out form located at www.T-Mobiledisputeresolution.com. **Any opt-out received after the Opt Out Deadline will not be valid and you must pursue your claim in arbitration or small claims court.**

If the arbitration provision applies or you choose arbitration to resolve your disputes, then either you or we may start arbitration proceedings. You must send a letter requesting arbitration and describing your claim to our registered agent (see Sec. 14) to begin arbitration. The American Arbitration Association (AAA) will arbitrate all disputes. For claims of less than $75,000, the AAA's Supplementary Procedures for Consumer-Related Disputes will apply; for claims over $75,000, the AAA's Commercial Arbitration Rules will apply. The AAA rules are available at www.adr.org or by calling 1-800-778-7879. Upon filing of the arbitration demand, we will pay all filing, administration and arbitrator fees for claims that total less than $75,000. For claims that total more than $75,000, the payment of filing, administration and arbitrator fees will be governed by the AAA Commercial Arbitration Rules. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under $75,000 as to which you provided notice and negotiated in good faith as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery

of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, T-Mobile agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law. **Puerto Rico** customers: Refer to Section 13 for details of the Puerto Rico Telecommunications Dispute Procedure.

CLASS ACTION WAIVER. WE EACH AGREE THAT ANY DISPUTE RESOLUTION PROCEEDINGS, WHETHER IN ARBITRATION OR COURT, WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS OR REPRESENTATIVE ACTION OR AS A MEMBER IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. If a court or arbitrator determines in an action between you and us that this waiver is unenforceable, the arbitration agreement will be void as to you. **If you chose to pursue your claim in court by opting out of the arbitration provision as specified above, this Class Action Waiver provision will not apply to you. Neither you, nor any other customer, can be a class representative, class member, or otherwise participate in a class, consolidated, or representative proceeding without having complied with the opt out requirements above.**

JURY TRIAL WAIVER. If a claim proceeds in court rather than through arbitration, **WE EACH WAIVE ANY RIGHT TO A JURY TRIAL.**

3. * Your Term of Service. Your "Term" is the period of time for which you have agreed to maintain Service with us. Periods of suspension of Service do not count toward your Term. **WE WILL NOT REFUND TO YOU ANY FEES YOU PAID IN ADVANCE FOR THE SERVICE ("Pre-Paid Fees") IF YOU DO NOT MAINTAIN YOUR AGREED-UPON SERVICES THROUGH THE END OF YOUR TERM FOR THAT LINE OF SERVICE, OR IF WE TERMINATE YOUR SERVICE EARLY (see Section 17).** If you terminate your Service, your termination will be effective at the end of your current billing cycle, and you will remain responsible for all fees and Charges for your Service and usage through the end of that billing cycle. If we terminate your Service, we will determine the date of termination, and you will be responsible for all usage and Charges through the date of termination. Audi may charge a separate fee associated with cancellation.

4. Our Rights to Make Changes. This provision, which describes how changes may be made to your Agreement, is subject to requirements and limitations imposed by applicable law, and will not be enforced to the extent prohibited by law. Your Service is subject to our and Raco's business policies, practices, and procedures, which we can change without notice. WE CAN CHANGE ANY TERMS IN THE AGREEMENT AT ANY TIME. YOU MAY CANCEL THE SERVICE AND RECEIVE A REFUND OF THE PRE-PAID FEES (if applicable) IF: (A) WE CHANGE YOUR PRICING IN A MANNER THAT MATERIALLY INCREASES YOUR MONTHLY RECURRING CHARGE(S) (the amount you agreed to pay each month for data, which does not include overage, pay-per-use or optional services (such as downloads), or taxes and fees); OR (B) WE MATERIALLY CHANGE A TERM IN THESE T&Cs OTHER THAN PRICING IN A MANNER THAT IS MATERIALLY ADVERSE TO YOU. WE WILL PROVIDE YOU WITH AT LEAST 30 DAYS' NOTICE OF ANY CHANGE WARRANTING CANCELLATION OF THE SERVICE AND REFUND OF YOUR PRE-PAID FEES (WHICH IS YOUR ONLY REMEDY), AND YOU MUST NOTIFY US WITHIN 14 DAYS AFTER YOU RECEIVE THE NOTICE, OR AS OTHERWISE PROVIDED IN THE NOTICE. IF YOU FAIL TO TERMINATE WITHIN THE RELEVANT TIMEFRAME, YOU ACCEPT THE CHANGES.

5. * Your Wireless Device & Compatibility with Other Networks. Your Audi Device will not be compatible with the network and services provided by another service provider. T-Mobile reserves the right to prevent your Audi Device from being used on our network for failure to comply with our Acceptable Use Policy or for any other reason. At times we may remotely change software, systems, applications, features or programming without notice to address security, safety or other issues that impact the T-Mobile network or your Audi Device.

The Service may not work in your Car if the Audi Devices are not installed properly (by Audi or by another authorized party) or if you haven't maintained the Audi Devices or your Car in good working order. If you try to add, connect or modify any equipment or software in your Car (such as plugging devices into the vehicle electrical system or diagnostic port, or modifying the Audi Devices), the Service may not work and we may terminate your Service without any liability.

6. Service Availability. Coverage maps only approximate our anticipated wireless coverage area outdoors; actual Service area, coverage and quality may vary and change without notice depending on a variety of factors including network capacity, terrain and weather. Outages and interruptions in Service may occur, and speed of Service varies. Service may be impacted due to the electrical system design and the architecture of your Car or damage to important parts of your Car in an accident. You agree we are not liable for problems relating to Service availability or quality.

7. Important Emergency 9-1-1 Information. The Service does not include the ability to make 9-1-1 calls, other emergency calls or any calls using voice or short message services. You must use other devices or mechanisms to make any emergency or other calls.

8. * Billing. You agree to pay all Charges we or an authorized agent bill you. For disputed Charges, see Section 13. You agree to provide us with accurate and complete billing information and to report all changes within 30 days of the change. Most usage and Charges incurred during a billing cycle will be included in your bill for that cycle. Some usage and Charges may be delayed to a later billing cycle You could be billed separately by Audi for additional charges or fees for certain Audi Connect features or services such as data transfers, internet access or other applications. We use filters to block spam messages, but we do not guarantee that you will not receive spam or other unsolicited messages, and we are not liable for such messages.

9. * Rate Plans. **Permissible and Prohibited Uses:** Your Rate Plan is intended for Web browsing, accessing content and, and similar activities on or through your Audi Device and not on any other equipment. Unless explicitly permitted by your Rate Plan, other uses, including for example, using your Device as a modem or tethering your Device to a personal computer or other hardware, are not permitted. Other examples of prohibited uses can be found in Section 16. **Protective Measures:** To provide a good experience for the majority of our customers and minimize capacity issues and degradation in network performance, we may take measures including temporarily reducing data throughput for a subset of customers who use a disproportionate amount of bandwidth. If your total usage exceeds normal usage limits during a billing cycle, we may reduce your data speed for the remainder of that billing cycle. If you use your Rate Plan in a manner that could interfere with other customers' service, affect our ability to allocate network capacity among customers, or degrade service quality for other customers, we may suspend, terminate, or restrict your data session, or switch you to a more appropriate Rate Plan. **Downloadable Content and Applications:** Audi Connect Content or Applications (e.g., downloadable or networked applications, games, and productivity tools) ("Content & Apps") that you can access with your Audi Device are sold and provided by Audi or its third party providers and not by T-Mobile. Although some charges may appear on your bill, T-Mobile is not responsible for the Content & Apps, including download, installation, use, transmission failure, interruption, or delay, or any content or website you may be able to access through the Audi Device or Content & Apps. Any support questions for these Content & Apps may be directed to Audi or Audi's third party provider. T-Mobile. When you use, download or install Content & Apps sold by Audi or Audi's third party seller, you may be subject to license terms between you and third parties. All Content & Apps you purchase are licensed for personal, lawful, non-commercial use on your Audi Device only. You may not transfer, copy, or reverse engineer any Content & Apps, or alter, disable or circumvent any digital rights management security features embedded in the Content & Apps. Content & Apps may not be transferable from one Audi Device to another Audi Device. Some Content & Apps may continue to have contact with our network without your knowledge which may result in additional Charges. Software on your Audi Device may automatically shut down or limit the use of Content & Apps or other features or Services without warning. T-Mobile is not responsible for any of Audi or third party content, advertisements, or websites you may be able to access using your Audi Device. **Use of Information:** T-Mobile may retain, use, and share usage information collected when you download, use, or install some Content & Apps., as well as the Content & Apps creator/owner's privacy policy for information regarding their use of information collected when you download, install, or use any Audi or third party Content & Apps. We are not responsible for any transmission failure, interruption, or delay related to Content & Apps, or any content or website you may be able to access through the Content & Apps.

10.* Roaming International roaming is not permitted and the Audi Device blocks international roaming. However, if notwithstanding this blocking, you roam on a network internationally, you will be billed for all roaming charges at T-Mobile's then current published roaming rates.

11. * Taxes, Fees, and Other Charges. You agree to pay all taxes, fees, and surcharges ("Taxes & Fees") imposed by the government. We may not always give advance notice of changes to Taxes & Fees. To determine Taxes & Fees, we will use the street address you identified as your Place of Primary Use ("PPU"). The PPU for Puerto Rico customers must be in Puerto Rico. If you did not identify the correct PPU, or if you provided an address (such as a PO box) that is not a recognized street address, does not identify the applicable taxing jurisdictions or does not reflect the Service area associated with your telephone number, you may be assigned a default location for tax purposes. In the event of an inaccurate tax jurisdiction location being assigned, any tax refund must be requested within 60 days of our notification to you that the tax has been assessed.

You agree to pay all other Charges we assess to recover or defray governmental charges or costs we incur in connection with the Services we provide, such as Federal Universal Service, regulatory and administrative charges, or gross receipts and similar taxes, without regard to whether these governmental charges or costs fund programs that provide benefits to you or in your location. These Charges are not taxes or regulatory fees imposed directly on you, nor required by law to be billed to you, may be kept by us in whole or in part, and the amounts and what is included in these Charges are subject to change without notice.

12. * Payments, Late Fees, Deposits, and Credit Checks. We will allow payment with credit cards only. If we do not receive payment in full by the due date on your bill, you may be charged a late fee of the greater of 1.5% per month (18% annually) or $5/month, subject to the maximum allowed by law. We may use a collection agency and you agree to pay collection agency fees we incur to collect payment. If we accept late or partial payments, we do not waive our right to collect all amounts that you owe, including late fees. Late payment, non-payment or collection agency fees are liquidated damages intended to be a reasonable advance estimate of our costs resulting from late payments and non-payments by our customers; these costs are not readily ascertainable and are difficult to predict or calculate at the time that these fees are set. **Credit Checks:** You authorize us to obtain information about your credit history from credit-reporting agencies at any time. You understand that a credit inquiry could adversely affect your credit rating. You authorize us to report your payment record to credit-reporting agencies.

Puerto Rico and other customers: This paragraph constitutes notice that your Service may be suspended or cancelled if you do not pay in full within the time stated on your bill or if your financial institution dishonors or returns a check or payment for any reason, including for insufficient funds.

13. * Your Right to Dispute Charges. Unless otherwise provided by law, you agree to notify us of any dispute regarding your bill or Charges to your account within 60 days (20 days for Puerto Rico customers) after the date you first receive the disputed bill or Charge. If you do not notify us of your dispute in writing within this time period, you may not pursue a claim in arbitration or in court. Except for Puerto Rico customers and unless otherwise provided by law, you must pay disputed Charges until the dispute is resolved. If you accept a credit, refund or other compensation or benefit to resolve a disputed bill or charge, you agree that the issue is fully and finally resolved. For unresolved disputes see Section 2 above. To contact or notify us, see Section 14. This paragraph is notice to **Puerto Rico** customers that payment of undisputed Charges is due when stated on your bill, regardless of any dispute.

14. * Notices and Customer Communications. You may contact our Customer Care department by calling 1-877-505-AUDI (2834), or by writing to: T-Mobile c/o Audi Online Wireless Customer Service, Raco Wireless USA, 5480 Creek Rd., Cincinnati, OH 45242. Notices from us to you are considered delivered when we send them to your Device or by email or fax to any email or fax number you provided to us, or 3 days after mailing to your billing address. A "Primary Telephone Number" may be assigned to your account for the purpose of receiving notices from us, as well as for other purposes. If you would like to designate a Primary Telephone Number, please contact T-Mobile. Notices from you to us are considered delivered when you send an email or 3 days after mailing to the addresses above.

15. * Stolen, Bought, Leased or Sold Cars: You agree to notify us if your Car is stolen. Once you notify us, we will suspend your Service and you will not be responsible for Charges incurred with the stolen Car after you notify us. If you request that we not suspend your Service, you will remain responsible for all usage and Charges incurred. We may prevent an Audi Device in a stolen Car from registering on any network. **California customers:** For Charges incurred before you notify us, you are not liable for Charges you did not authorize, but the fact that your Audi Device was used is some evidence of authorization. You may request that we investigate Charges you believe were unauthorized. We may ask you to provide information and you may submit information to support your request. If we determine the Charges were unauthorized, we will credit your account. If we determine the Charges were authorized, we will inform you within 30 days and you will remain responsible for the Charges. **Even if your Car is stolen, you must fulfill the remainder of your Term. Bought or Leased Cars:** If you buy or lease a Car equipped with the Audi Device, you must contact us if you want to create an account with us. If you do not contact us, we may continue to send reports, information, and bills to the billing or email address currently on file with us. **Sold or Leased Cars:** You must notify us if you sell your Car or end its lease while this agreement for the Service is in effect. If you sell or transfer your Car and don't notify us, you'll remain responsible for all Charges for the Service. We are not responsible for any privacy or related damages you may suffer if you fail to notify us of your purchase, lease or sale of a Car equipped with the Audi Devices.

16. * Misuse of Service or Device. You agree not to misuse the Service or Device, including but not limited to: (a) reselling or rebilling our Service; (b) using the Service or Audi Device to engage in unlawful activity, or in conduct that adversely affects our customers, employees, business, or any other person(s), or that interferes with our operations, network, reputation, or ability to provide quality service, including but not limited to the generation or dissemination of viruses, malware or "denial of service" attacks; (c) using the Service as a substitute or backup for private lines or dedicated data connections; (d) tampering with or modifying your Audi Device; (e) "spamming" or engaging in other abusive or unsolicited communications, or any other mass, automated voice or data communication for commercial or marketing purposes; (f) reselling Audi Devices for profit, or tampering with, reprogramming or altering Audi Devices for the purpose of reselling the Audi Device; (g) using the Service in connection with server devices or host computer applications, including continuous Web camera posts or broadcasts, automatic data feeds, automated machine-to-machine connections or peer-to-peer (P2P) file-sharing applications that are broadcast to multiple servers or recipients, "bots" or similar routines that could disrupt net user groups or email use by others or other applications that denigrate network capacity or functionality; (h) accessing, or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate, T-Mobile's or another entity's network or systems; (i) running software or other devices that maintain continuously active Internet connections when a computer's connection would otherwise be idle, or "keep alive" functions (e.g. using a Rate Plan for Web broadcasting, operating servers, telemetry devices and/or supervisory control and data acquisition devices); or (j) assisting or facilitating anyone else in any of the above activities. Unless authorized by T-Mobile, you agree that you won't install, deploy, or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate a transmitted RF signal. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

17. Our Rights to Limit or End Service or the Agreement. WE MAY LIMIT, SUSPEND OR TERMINATE YOUR SERVICE OR AGREEMENT WITHOUT NOTICE FOR ANY REASON, INCLUDING, WITHOUT LIMITATION, if you, any user of your Audi Device, or any user on your account: (a) breaches the Agreement; (b) incurs Charges greater than any billing or credit limitation on your account (even if we haven't yet billed the Charges); (c) provides inaccurate information or credit information we can't verify; (d) ; transfer(s) Service to another person without our consent; (e) becomes insolvent, goes bankrupt or threatens bankruptcy (except as prohibited by law); (f) misuses your Service or Audi Device as described in Section 16, above; (g) uses your Service or Audi Device in a manner that is excessive, unusually burdensome, or unprofitable to us; or (h) are on a Rate Plan that we determine is no longer available to you. We may impose credit, usage or other limits to your Service, suspend your Service, or block certain types of messages or sessions, in our sole discretion and without notice. If we suspend or terminate your Service and later reinstate your Service, you may be charged a fee.

18. * Intellectual Property. You agree not to infringe, misappropriate, dilute or otherwise violate the intellectual property rights of T-Mobile or any third party. Except for a limited license to use the Services, your purchase of Services and Audi Devices does not grant you any license to copy, modify, reverse engineer, download, redistribute, or resell the intellectual property of T-Mobile or others related to the Services and Audi Devices; this intellectual property may be used only with T-Mobile Service unless expressly authorized by T-Mobile. You agree that a violation of this section harms T-Mobile, which cannot be fully redressed by money damages, and that T-Mobile shall be entitled to immediate injunctive relief in addition to all other remedies available.

19. Digital Millennium Copyright Act ("DMCA") Notice. If you believe that material available through our Services or products infringes the copyright of any third party, notify us by using the notice procedure under the DMCA and described at www.T-Mobile.com (www.T-Mobile.com.pr for Puerto Rico). After receiving notice, we may remove or disable access to any infringing material as provided for in the DMCA.

20. * Privacy Information. Our Privacy Policy governs how we collect and use information related to your use of our Service and is available online at http://www.t-mobile.com/company/website/privacypolicy.aspx. We may change our Privacy Policy without notice; however, if we change our policy to allow use or disclosure of personal information in a way that, in our sole determination, is

materially different from that stated in the policy at the time the data was collected, we will post notice in advance of the change. Data will automatically be stored on your Audi Device or our network. Your data may remain on the Audi Device even if it is removed; the data left on your Audi Device will be accessible to others who use your Audi Device, and may be deleted, altered, or transferred to our network servers. You also may be subject to terms and conditions and privacy or other policies of Audi found at www.audiusa.com.

You acknowledge that it is your responsibility to advise all occupants of your Car (including other drivers) how any and all information, including location information, about them may be collected, used, or disclosed by T-Mobile.

We may collect information about you and your Car in several different ways: from what you, Audi and Audi's dealers provide to us; from your use of the Service; from calls or emails between us; from T-Mobile web pages you visit; from our wireless providers' networks; from third party data providers; and from your Car itself when the Service is active.

The information we may receive about you includes your contact information and billing information (including your credit card number); vehicle purchase information; registration information and information that helps us customize our Services. By providing your contact information, which may include the telephone number for another wireless device, you are expressly consenting to allow us, or our agents or assignees, to contact you by automated dialing system for any purpose, including collecting unpaid balances for other Services purchased or provided. These calls and messages may incur access or use fees from your cellular provider.

The information we may receive from your Car includes things such as: data about your use of the Service; and information that would allow us to determine the location of your Car. Except where we are not required to do so under applicable law, we will notify you and obtain your consent before we use information about your location in any other way than as described in these Terms and Conditions. You agree that we can, subject to applicable law, use this information to: provide the Service; manage your account or Service; conduct analysis and research; comply with legal requirements; prevent fraud or misuse of the Service; protect our rights or property or the safety of you or others; send you important Service related messages through the Service in your Car; and offer you new or additional products or services.

You also agree that we can, subject to applicable law, share information about you and your Car with: 1) our wireless network providers; and 2) Audi, its subsidiaries, affiliates, and dealers. We may also share this information with others as may be required by law, or to protect our rights or property or the safety of you or others.

T-Mobile seeks to follow CTIA's Best Practices and Guidelines for Location-Based Services under the facts and circumstances when T-Mobile may be considered the provider of Location-Based Services. When choosing to download other applications to your Audi device, T-Mobile may be providing the network, but you acknowledge that other company's Terms and Conditions, and their compliance with the Best Practices and Guidelines for Location-Based Services apply to the services they are providing. T-Mobile makes no express or implied warranties with regard to the information, material, products or services that are contained on or accessible through linked sites or via downloadable applications. Access and use of linked sites or applications, including information, material, products and services on linked sites or applications or available through linked sites is solely at your own risk..

21.* Disclaimer of Warranties. EXCEPT TO THE EXTENT PERMITTED BY LAW, THE SERVICES AND DEVICES ARE PROVIDED ON AN "AS IS" AND "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OF ANY KIND. WE MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE CONCERNING YOUR SERVICE OR YOUR DEVICE. WE CAN'T PROMISE UNINTERRUPTED OR ERROR-FREE SERVICE AND DON'T AUTHORIZE ANYONE TO MAKE ANY WARRANTIES ON OUR BEHALF. THIS DOESN'T DEPRIVE YOU OF ANY WARRANTY RIGHTS YOU MAY HAVE AGAINST ANYONE ELSE. WE DO NOT GUARANTEE THAT YOUR COMMUNICATIONS WILL BE PRIVATE OR SECURE; IT IS ILLEGAL FOR UNAUTHORIZED PEOPLE TO INTERCEPT YOUR COMMUNICATIONS, BUT SUCH INTERCEPTIONS CAN OCCUR. ANY WARRANTY RELATED TO THE AUDI DEVICE PROVIDED BY AUDI IS SUBJECT TO THE TERMS OF AUDI'S NEW VEHICLE LIMITED WARRANTY.

22. * Waivers and Limitations of Liability. UNLESS PROHIBITED BY LAW, WE EACH AGREE TO LIMIT CLAIMS FOR DAMAGES OR OTHER MONETARY RELIEF AGAINST EACH OTHER TO DIRECT AND ACTUAL DAMAGES. THIS LIMITATION AND WAIVER WILL APPLY REGARDLESS OF THE THEORY OF LIABILITY, WHETHER FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, PRODUCT LIABILITY, OR ANY OTHER THEORY. THIS MEANS THAT NEITHER OF US WILL SEEK ANY INDIRECT, SPECIAL, CONSEQUENTIAL, TREBLE, OR PUNITIVE DAMAGES FROM THE OTHER. THIS LIMITATION AND WAIVER ALSO APPLIES TO ANY CLAIMS YOU MAY BRING AGAINST ANY OTHER PARTY TO THE EXTENT THAT WE WOULD BE REQUIRED TO INDEMNIFY THAT PARTY FOR SUCH CLAIM. OUR LIABILITY FOR MONETARY DAMAGES FOR ANY CLAIMS YOU MAY HAVE AGAINST US IS LIMITED TO A REFUND OR REBATE OF THE PRORATED MONTHLY OR OTHER CHARGES YOU PAID OR OWE US FOR THE APPLICABLE SERVICE. YOU AGREE WE ARE NOT LIABLE FOR PROBLEMS CAUSED BY YOU OR A THIRD PARTY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, ALL CLAIMS MUST BE BROUGHT WITHIN 2 YEARS OF THE DATE THE CLAIM ARISES.

23. * Indemnification. You agree to defend, indemnify, and hold us, Audi and its authorized dealers harmless from any claims arising out of use of the Service or Devices, breach of the Agreement, or violation of any laws or regulations or the rights of any third party by you or any person on your account or that you allow to use your Service or Device.

24. * Enforceability and Assignment. A waiver of any part of the Agreement in one instance is not a waiver of any other part or any other instance and must be expressly provided in writing. If we don't enforce our rights under any provisions of the Agreement, we may still require strict compliance in the future. Except as provided in Section 2, if any part of the Agreement is held invalid that part may be severed from the Agreement. You can't assign the Agreement or any of your rights or duties under it to another car or person without our written consent. We may assign all or part of the Agreement or your debts to us without notice. The Agreement is the entire agreement between us and defines all of the rights you have with respect to your Service or Audi Device, except as provided by law, and you cannot rely on any other documents or statements by any sales, service representatives or other agents. If you purchase an Audi Device, services or content from a third party, you may have a separate agreement with the third party; T-Mobile is not a party to that agreement. The original version of the Agreement is in English. To the extent there are conflicts between the English version and any other language version, the English version will control. Any determination made by us pursuant to this Agreement, shall be in our sole reasonable discretion. Paragraphs marked "*" continue after termination of our Agreement with you.

25. * Choice of Law. This Agreement is governed by the Federal Arbitration Act, applicable federal law, and the laws of the state in which your billing address in our records is located, without regard to the conflicts of laws rules of that state. Foreign laws (except for Puerto Rico) do not apply. Arbitration or court proceedings must be in: (a) the county and state in which your billing address in our records is located, but not outside the U.S.; or (b) in Puerto Rico if your billing address is in Puerto Rico. If any provision of the Agreement is invalid under the law of a particular jurisdiction, that provision will not apply in that jurisdiction.

BY SIGNING BELOW, YOU (1) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS FOR AUDI CONNECT, (2) AGREE WITH THE TERMS AND CONDITIONS FOR AUDI CONNECT, AND (3) AUTHORIZE THE AUDI DEALER FROM WHICH YOU PURCHASED YOUR AUDI VEHICILE TO "ACCEPT" THESE TERMS AND CONDITIONS ON YOUR BEHALF ON THE ACTIVATING WEB SITE.

_____

CUSTOMER SIGNATURE

_____

PRINT CUSTOMER NAME

_____

DATE