

AAADrive 2.0 Mobile App Program: Terms and Conditions

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AAADrive is a Usage-Based Insurance program that uses technology and data sources to obtain driving behavior information and calculate a UBI Score for rating vehicles on auto insurance policies. Once a AAADrive participant meets certain driving data requirements, a UBI Score will be generated and applied as a rating factor to future policy renewals, which may increase or decrease the policy premium as further detailed in Section 8., Usage Based Insurance (“UBI”) Score

The Auto Club Group through its insurance carriers (Auto Club Insurance Association (ACIA), Auto Club Group Insurance Company (ACGIC), MemberSelect Insurance Company (MS), Auto Club Property Casualty Insurance Company (ACPCIC), Meemic Insurance Company (Meemic), Fremont Insurance Company (Fremont), Auto Club South Insurance Company (ACSIC), Auto Club Insurance Company of Florida (ACICF), Universal Insurance Company (UIC), The Members Insurance Company (TMIC)) (collectively, “ACG”), subject to state availability, offers a behavior-based telematics program (the “AAA Drive Program” or “AAADrive”) allowing you to gain feedback on your driving performance through a downloadable mobile application (the “AAA Drive Software”).

Please review these AAADrive Mobile App Program: Terms and Conditions (collectively, the “Agreement”) carefully. Your participation in the Program and your use of the Software is expressly conditioned on your acceptance of this Agreement. This Agreement does not change the “Usage Rules” set forth in the Apple App Store Terms and Conditions or in the Google Play Terms of Service, whichever apply.

BY DOWNLOADING, USING THE AAADRIVE SOFTWARE OR CLICKING THE “AGREE” BUTTONS ON REGISTERING TO USE THE SOFTWARE, YOU ARE AGREEING (1) TO COMPLY WITH AND TO BE BOUND BY THE TERMS OF THIS AGREEMENT ; (2) TO NOTIFY ACG OF ANY CHANGES OF YOUR USE OF THE SOFTWARE; (3) TO THE COLLECTION AND DISCLOSURE OF YOUR PERSONAL INFORMATION, INCLUDING YOUR AAADRIVE DATA (DEFINED BELOW), IN THE MANNER AND FOR THE PURPOSES DESCRIBED IN THIS AGREEMENT; AND (4) TO RECEIVE SOFTWARE RELATED TEXT MESSAGES AT A MOBILE NUMBER THAT YOU PROVIDED (PLEASE NOTE, MESSAGING AND DATA RATES MAY APPLY). IF YOU DO NOT WISH TO BE BOUND BY THE TERMS OF THIS AGREEMENT YOU MAY NOT REGISTER TO USE THE AAADRIVE SOFTWARE.

IF YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF A THIRD PARTY, THEN YOU REPRESENT AND WARRANT THAT YOU HAVE THE NECESSARY AUTHORITY TO AGREE TO THIS AGREEMENT ON THEIR BEHALF. **REVIEW SECTION 9 AS IT HAS A BINDING ARBITRATION CLAUSE AND CLASS ACTION WAIVER AND AFFECTS YOUR RIGHT TO BRING A CLAIM IN COURT.**

IN ORDER TO USE THE AAADRIVE SOFTWARE, YOU MUST: (1) POSSESS A VALID DRIVER’S LICENSE NECESSARY FOR OPERATION OF THE APPLICABLE VEHICLE; AND (2) HAVE THE POWER TO ENTER A BINDING CONTRACT WITH ACG AND NOT BE BARRED FROM DOING SO UNDER ANY APPLICABLE LAW. YOU ALSO PROMISE THAT ANY INFORMATION THAT YOU SUBMIT TO ACG IS TRUE, ACCURATE, AND COMPLETE, AND AGREE TO KEEP IT THAT WAY AT ALL TIMES. TO USE THE AAADRIVE SOFTWARE, YOU MUST (1) BE 18 OR OLDER, OR (2) BE 16 OR OLDER AND HAVE YOUR PARENT OR GUARDIAN’S CONSENT TO THIS AGREEMENT.

AAADrive™ Terms and Conditions

This Agreement outlines the unique terms related to your use of AAADrive. For purposes of this Agreement, you will be referred to as “User,” “you,” or “your”. ACG will be referred to as “ACG”, “We”, “Us”, “Our”.

1. SCOPE.

This Agreement describes the licensing of the Software provided to User and the connected telematics data service which processes the data from the AAADrive Software. Please also review the AAADrive mobile app privacy policy which is located here: [PRIVACY POLICY](#), which forms part of this agreement.

2. LICENSE.

Subject to the other terms of this Agreement, ACG grants User a limited duration, revocable, non-exclusive, non-transferable license to operate the Software, including any firmware in the tags, only for User’s personal and non-commercial purposes on one supported mobile device. No technical support services for the Software are provided under this Agreement. We may provide updates to the Software from time to time via the Google Play Store and Apple App Store, but do not guarantee that you will be able to use such updates.

3. DISCLAIMER.

THE AAADrive SOFTWARE AND THE INFORMATION PROVIDED THROUGH THE AAADrive SOFTWARE IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH ALL FAULTS. USER AGREES THAT USE OF THE AAADrive SOFTWARE IS AT ITS SOLE RISK. ACG DISCLAIMS ALL WARRANTIES, INCLUDING, BUT WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. USER UNDERSTANDS THAT THE SOFTWARE (INCLUDING ANY FIRMWARE TAGS) MAY BE COMPROMISED, NOT BE ERROR FREE AND USE MAY BE INTERRUPTED. WE DO NOT WARRANT THAT ERRORS OR DEFECTS WILL BE CORRECTED, OR THAT THE AAADrive SOFTWARE WILL BE FREE FROM ANY HARMFUL COMPONENTS, INCLUDING VIRUSES. TO THE EXTENT YOUR JURISDICTION DOES NOT ALLOW LIMITATIONS ON WARRANTIES, THIS LIMITATION MAY NOT APPLY TO YOU. YOUR SOLE AND EXCLUSIVE REMEDY RELATING TO YOUR USE OF THE AAADrive SOFTWARE IS TO DISCONTINUE USING THE AAADrive SOFTWARE.

You should never interact with the AAADrive Software, or any other application on your phone, while driving. ACG will not be liable for any harm or damages arising out of your use of or interaction with AAADrive Software or any other application while driving.

4. DEVICE COMPATIBILITY

To use the AAADrive Software, User must have a mobile device that is compatible with the AAADrive Software. When you enroll in the Program, you confirm that you have a smartphone (iPhone or Android), which is compatible with the AAADrive Software, and have and will maintain a data plan at all times. The data plan provides for accuracy of data collection. If your smartphone is not compatible, the AAADrive Software will not be available for you to download. Please be aware that your mobile carrier’s normal rates and fees, such as text messaging and data charges, will apply. ACG is not responsible for any usage or data charges you incur while using the AAADrive Software. ACG is not responsible for any damage to your smartphone including but not limited to the loss of battery usage or software application error or viruses. The AAADrive Software from time to time, may install upgrades, updates and

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additional features in order to improve, enhance and further develop the AAADrive Software. User consents to such automatic upgrading on its mobile device and agrees that the terms and conditions of this Agreement will apply to all such upgrades. Any third-party code that may be incorporated in the AAADrive Software is covered by the applicable open source or third-party license end user license agreement, if any, authorizing use of such code.

5. AAADRIVE PROGRAM ELIGIBILITY AND ENROLLMENT

Eligibility

Any active driver on an ACG auto insurance policy is eligible for the AAADrive Program and to use the AAADrive Software subject to the AAADrive Program being available in your state. Other classifications of drivers including but not limited to Military, Excluded, Insured with Other are not eligible to participate.

Enrollment

Enrollment in AAADrive Program requires the following steps to be completed:

- You Opt In to the AAADrive Program either online, over the phone or through your agent.
- You provide a valid and unique email address and unique mobile phone number with your consent to receive SMS Messages.
- You accept this Agreement.
- All active drivers participating in AAADrive must download the AAADrive Software and register with 15 days of opting in. Downloading/Acquiring the App: You can download the AAADrive Software from the Apple® App Store or Google Play™.

Registration

Each AAADrive participant must complete the following steps to complete registration:

- Each active rated driver enrolled into AAADrive will need to download and register in the AAADrive Software on their own smartphone. Each driver enrolled into AAADrive will receive a Welcome SMS/Text Message with information to assist in downloading and registering.
- Once the AAADrive Software is downloaded, each driver must then use their own mobile phone number to register the AAADrive Software and confirm the authentication code via SMS/Text.
- Once the authentication code is confirmed, the driver will enable Location services on your smartphone to record and share your data and acknowledge this Agreement.

The AAADrive Software uses a certain amount of power from the smartphone battery. Care should be taken in ensuring the smartphone is charged and turned on when driving to record the information for the Program. The AAADrive Software may require periodic updates and you agree that updating the AAADrive Software from time to time is your responsibility. The location services (GPS) should be set to “Always allow” on at all times and Physical/Motion Activity should be enabled while using the AAADrive Software to provide for accurate data collection.

6. AAADRIVE COMMUNICATIONS: AAADRIVE TEXT AND AAADRIVE EMAILS

When you enroll/opt in into AAADrive, the primary method of communication to all drivers will be by Phone SMS/Text messages. We may periodically send you reminders and other

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information through the AAADrive Software by email, SMS/Text or push notifications if enabled for AAADrive app. To enroll and participate in AAADrive, you authorize ACG, and its affiliates, including agents, vendors, or service providers to send AAADrive text messages and AAADrive emails, to the mobile phone number and email you used to enroll and register for AAADrive. Through this Program you will receive AAADrive administrative text messages including but not limited to “Welcome Message”, registration confirmation and assistance messages, “Help” messages, or instructions as to how to Stop receiving AAADrive messages. You may revoke your consent to receive AAADrive SMS Messages at any time by replying "STOP". Revoking your consent may result in You not getting reminders that inform of your registration status, assistance messages, or other messages that may assist in your AAADrive program participation. You are responsible for any message and data rates that may apply to receiving AAADrive administrative text messages. You may also receive emails from ACG, its agents, affiliates and service providers regarding information about AAADrive. Also, you consent to receive various marketing and discount offerings as an AAADrive User.

7. SAFE USE OF THE AAADRIVE SOFTWARE

When using the AAADrive Software, please ensure that you:

- Obey all traffic laws, including any laws that restrict the use of mobile devices while driving;
- Use the AAADrive Software only when it is safe to do so and when it will not create any un-necessary distraction; and
- Do not use the AAADrive Software for any illegal, hazardous, or unauthorized purposes, or in a manner that is not consistent with this Agreement.

You may use the AAADrive Software only in accordance with this Agreement.

8. USAGE BASED INSURANCE (“UBI”) SCORE

An initial rating adjustment for participating in the AAADrive Program may be applied to your policy when we are notified of your willingness to enroll in the Program in accordance with the rules, rates, and telematics model on file with the state insurance department where your policy is issued. To maintain this potential rating adjustment, AAADrive Users must download, register, and begin sharing AAADrive driving data within 15 days of enrollment. Any active driver enrolled into AAADrive who is either initially opted in, actively sharing driving data, or has achieved the minimum driving data requirements for a UBI Score is considered a participant in the AAADrive Program. UBI Driver Household Participation percentage is determined by the number of drivers who are participating in AAADrive divided by the number of active drivers on the policy.

For your AAADrive driving data to be used to calculate a UBI Score, you must record at least 5 trips and 400 miles over the past 91 days. All drivers on a policy who have achieved the minimum UBI Score driving data requirements will have their UBI Scores averaged to determine a Household UBI Score that will be applied as a rating factor to the personal passenger automobiles listed on the policy. The AAADrive Household UBI Score along with the UBI Driver Household Participation percentage are used to determine a rating factor and will adjust policy premium in accordance with the rules, rates, and telematics model on file with the state insurance department where your policy is issued. This could result in an increase or decrease to your auto policy premium.

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In addition to the AAADrive UBI Score that is generated after sufficient data collection, the AAADrive app will display a 14-day score that reflects Users recent driving behavior to show trends and inform a driver how to improve their driving habits. This two-week score is never used for calculation of your AAADrive UBI Score that is a part of rating.

Once a participant meets the driving data requirements and a UBI Score is generated, the UBI Score will be set for the duration of the policy, including future renewals. The UBI score assigned will be used for that driver, in the current and future policies that the same driver is active. The participant will be notified in the AAA Drive app that their participation is complete and that the participant is no longer required to record future trips. If a participant would like to generate a new UBI score, then the participant will need to re-enroll in the Program.

9. DEACTIVATING AAADRIVE

You may discontinue use of AAADrive at any time by signing out or uninstalling the AAADrive Software. This will prevent further information from being collected and submitted to us. If at any point you stop use of the AAADrive Software, your policy premium may be adjusted as a result of not meeting the AAADrive driving data requirements. If at the time you discontinue use of the AAADrive Software you already have a UBI Score, that UBI Score will continue to be applied to your current and future policies, including renewals, for rating purposes.

10. TRANSFERRING AAADRIVE TO ANOTHER SMARTPHONE

AAADrive Software must be installed and activated on the smartphone by you when you enroll in the Program. Transferring of the collection of information to a different smartphone is permitted by following the procedure when downloading and activating the AAADrive Software to the new phone.

11. CONFIDENTIALITY.

Any non-public portions of the AAADrive Software and any firmware are the confidential and proprietary information of ACG and its licensors and may only be used by you for purposes of this Agreement.

12. ACCOUNTS AND PASSWORDS.

You must keep your passwords secure and confidential and use commercially reasonable efforts to prevent unauthorized access to your account. If your password becomes compromised or you become aware of any unauthorized access to your account, you must immediately notify ACG.

13. ACG PROPERTY.

Reservation of Rights

The AAADrive Software, firmware, all legal notices, credits, copyright, trademarks, trade names, logos, color schemes, service marks, slogans, other proprietary notices, and similar means of identifying products or services displayed on the AAADrive Software (“Marks”), workflow processes, user interface, designs, and other technologies provided by ACG or its licensors as part of the AAADrive Software are the proprietary property of ACG and its licensors, and all right, title, and interest in and to such items, including all associated

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intellectual property rights, remain only with ACG and its licensors. The AAADrive Software is protected by applicable copyright and other intellectual property laws. User may not remove any product identification, copyright, trademark, or other notice from the AAADrive Software. ACG reserves all rights unless expressly granted in this Agreement. Under no circumstances will you acquire any ownership rights or other interest in any content by or through your use of the AAADrive Software.

Restrictions

Any firmware may only be used with the tags and the AAADrive Software. User may not, and shall not permit anyone else to, (i) directly or indirectly, sell, lease, transfer, assign, sublicense, rent, or exploit the AAADrive Software, create derivative works of the AAADrive Software, or use it in any type of service-provider environment; (ii) reverse engineer, decompile, disassemble, or translate the AAADrive Software; (iii) access, use, or evaluate the AAADrive Software or monitor availability, performance or functionality, including any tag or firmware, for the purpose of competing with ACG, building a competitive service or product, or copying any feature, function or graphic for competitive purposes; (iv) copy any features, functions, look and feel or graphics of the AAADrive Software unless permitted herein; (v) interfere with or disrupt the integrity or performance of the AAADrive Software; (vi) use the AAADrive Software to store or transmit infringing, libelous, or otherwise objectionable, unlawful or tortious material, or to store or transmit material in violation of third-party rights; (vii) attempt to gain unauthorized access to the AAADrive Software or its related systems or networks or (viii) operate the AAADrive Software other than in accordance with this Agreement. Further, you agree not to use or access the AAADrive Software for any purpose that is unlawful or prohibited by this Agreement.

You may not use our Marks or copyrighted materials in any search engine descriptions, content, meta-tags, “white lettering”, key words, or other means of directing or influencing web traffic to any website, web page, portal or e-mail operated, controlled or authorized by you without our express prior written permission and your doing so constitutes a violation of our rights under United States federal and state law, and other international laws and is a breach of this Agreement. You will not adopt or use any names, trademarks, slogans, trade names, trademarks, service marks, e-mail addresses, URLs, meta-tags, key words, search descriptions or the like that are the same or are confusingly similar to the Marks. Nothing contained in the AAADrive Software should be construed as granting any right to use any trade names, trademarks, service marks or logos without the express prior written consent of the owner.

We reserve the right to investigate occurrences which may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who have participated in such violations.

14. TERM AND TERMINATION

The Program may be revised or discontinued at any time in accordance with the rules and rates on file with the state insurance department where Your policy is issued.

ACG may terminate this Agreement at any time, with or without notice, for any reason, including, without limitation, if you breach the terms of this Agreement.

We may, at any time and without liability, modify, suspend, or discontinue, temporarily or permanently, the Program or the AAADrive Software with or without notice to you, including, without limitation, if you violate law or otherwise breach the terms of this Agreement. This

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includes the right to modify, discontinue or remove any content, data, or other materials at any time and for any reason. We may refuse or restrict anyone from access to the Program or the AAADrive Software at any time.

Upon any such termination, suspension, or discontinuation, your right to use the AAADrive Software will immediately cease, and we may, without liability to you or any third-party, immediately deactivate or delete all associated materials, without any obligation to provide any further access to such materials. Termination of this Agreement shall not limit the ACG from pursuing other remedies available to it, including injunctive relief.

15. LIABILITY LIMIT

Exclusion of Indirect Damages

Where not prohibited by mandatory applicable law, neither ACG nor its suppliers is liable for any indirect, special, incidental, exemplary, punitive, or consequential damages arising out of or related to this Agreement (including, without limitation, costs of delay; loss of or unauthorized access to data or information; and lost profits, revenue, or anticipated cost savings), under any legal theory, arising out of or in any way relating to the AAADrive Software, your use of the AAADrive Software, any tag or firmware, or any content in the AAADrive Software, even if it knows of the possibility of such damage or loss or if the damage or loss is foreseeable.

Total Limit on Liability

Where not prohibited by mandatory applicable law, ACG's total liability arising out of or related to this Agreement (whether in contract, tort, or otherwise) shall not exceed \$250.

Consumer Law Notice

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply. User may have additional consumer rights under local law. THIS PROVISION SHALL HAVE NO EFFECT ON THE GOVERNING LAW PROVISION SET FORTH BELOW.

16. GOVERNING LAW AND ARBITRATION

Governing Law

This Agreement is governed by the laws of the State of Michigan (without regard to conflicts of law principles) for any dispute between the parties arising out of or relating to the subject matter of this Agreement. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction.

Optional Arbitration for Claims Less than \$7,000 (USD)

Notwithstanding the foregoing, for any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than \$7,000 (USD), the party requesting relief may choose to resolve the dispute in a more cost-effective manner through binding non-appearance-based arbitration. If a party elects arbitration, they must initiate such arbitration through an established alternative dispute resolution (ADR) provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: (i) the arbitration will be conducted by telephone, online and be solely based on written submissions, the specific manner will be chosen by the party initiating the arbitration; (ii) the arbitration will not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and (iii) any judgment on the

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award rendered by the arbitrator is final and may be entered in any court of competent jurisdiction.

Prohibition of Class and Representative Actions

Each party may bring claims against the other only on an individual party basis, and not as a plaintiff or class member in any purported class or representative action or proceeding. The arbitrator may not consolidate or join more than one party's claims and may not otherwise preside over any form of a consolidated, class or representative proceeding.

17. OTHER TERMS

Entire Agreement and Waiver

This Agreement constitutes the entire agreement between the parties and supersedes any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Each party is not relying on any representation concerning this subject matter, oral or written, not included in this Agreement. No representation, promise, or inducement not included in this Agreement is binding. No waiver is effective unless the party waiving the right signs a waiver in writing.

Changes

This Agreement was published on the date "Last Updated" above. This Agreement may be modified at any time by the ACG upon posting of the modified Agreement. We may provide notice of material changes to this Agreement, and you agree that a message to your email address on file provides sufficient notice. Any such modifications of this Agreement shall be effective immediately. You can view the most recent version of these terms at any time in the AAADrive Software. Each use by you shall constitute and be deemed your unconditional acceptance of this Agreement. You have the ability to opt out of AAADrive or to stop using the AAADrive Software at any time. Continued participation in AAADrive or use of the AAADrive Software will constitute your acceptance of any revisions to this Agreement.

No Assignment

You may not assign or transfer this Agreement to a third party, nor delegate any duty, without the consent of ACG.

Independent Contractors.

The parties are independent contractors with respect to each other.

Enforceability and Force Majeure

If any term of this Agreement is invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that the other terms will remain in full force and effect. Except for the payment of monies, neither party is liable for events beyond its reasonable control, including, without limitation, force majeure events.

Money Damages Insufficient

Your breach of this Agreement or violation of ACG's intellectual property rights could cause irreparable injury or harm to ACG. ACG may seek a court order to stop any breach or avoid any future breach.

Survival of Terms

Any terms, that expressly or by their nature survive termination of this Agreement for a party to assert its rights and receive the protections of this Agreement, or which contemplates

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performance or observance subsequent to termination or expiration of this Agreement, will survive (including, without limitation, the indemnification, limitation of liability, and confidentiality terms). The UN Convention on Contracts for the International Sale of Goods does not apply.

Mobile Software from Apple App Store

The following applies to any AAADrive Software a User acquires from the Apple App Store (App Store Software): User agrees that this Agreement is solely between User and ACG, not Apple, and that Apple has no responsibility for the App Store Software or content thereof. User's use of the App Store Software must comply with the App Store Terms of Service. User acknowledges that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the App Store Software. In the event of any failure of the App Store Software to conform to any applicable warranty, User may notify Apple, and Apple will refund the purchase price for the App Store Software to User. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the App Store Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by this Agreement and any law applicable to ACG as provider of the App Store Software. User acknowledges that Apple is not responsible for addressing any claims by User or any third party relating to the App Store Software or User's possession and/or use of the App Store Software, including, but not limited to: (i) product liability claims; (ii) any claim that the App Store Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by this Agreement and any law applicable to ACG as provider of the App Store Software. User acknowledges that, in the event of any third-party claim that the App Store Software or User's possession and use of that App Store Software infringes that third party's intellectual property rights, ACG, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by this Agreement. User and ACG acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of this Agreement as relates to User's license of the App Store Software, and that, upon User's acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement as relates to User's license of the App Store Software against User as a third-party beneficiary thereof.