

MY INTERNATIONAL CONNECTED PLATFORM TERMS OF SERVICE

Last Updated: 1 October 2025

Please read these Terms of Service (the “Terms”) carefully. These Terms are a binding contract between you (“you” or “your”) and International Motors, LLC*, (“International”, “Navistar”, “we”, “us”, or “our”) and govern your access to and use of the My International Connected Platform (the “Platform”) and any related telematic services, such as Remote Lock/Unlock, provided by International (collectively, including Platform, as the “Services”), as further described below. These Terms apply to your use of the Platform across all supported interfaces, including desktop and mobile applications.

YOU UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS PROHIBITED WHILE DRIVING. YOU MAY ONLY USE AND ACCESS THE PLATFORM WHILE PARKED.

1. Agreement to Terms

1.1. BY SIGNING UP TO OUR SERVICES (AS DESCRIBED BELOW), OR OTHERWISE USING OR ACCESSING OUR SERVICES THAT REFERENCE THESE TERMS, YOU AGREE TO AND ACCEPT THESE TERMS. IF YOU DO NOT AGREE TO OR ACCEPT THESE TERMS, DO NOT SIGN UP, ACCESS, OR USE OUR SERVICES.

1.2. IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU ARE AT LEAST 18 YEARS OF AGE AND HAVE THE AUTHORITY TO BIND SUCH COMPANY OR LEGAL ENTITY AND ANY ITS AFFILIATES ACCESSING OR USING THE SERVICES TO THESE TERMS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH COMPANY OR LEGAL ENTITY AND ITS RESPECTIVE AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT ACCEPT THESE TERMS AND MAY NOT ACCESS OR USE THE SERVICES.

1.3. THESE TERMS INCLUDE AN AGREEMENT TO ARBITRATE LOCATED IN SECTION 13 THAT REQUIRES ARBITRATION TO RESOLVE DISPUTES IN MOST CASES AS WELL AS A WAIVER OF YOUR RIGHT TO JURY TRIALS AND TO PARTICIPATE IN CLASS ACTION LAWSUITS OR CLASS-WIDE ARBITRATION.

1.4. Access to and use of the Services is subject to our Privacy Notice which can be accessed here: <https://www.internationaltrucks.com/connected-vehicle/terms-of-use-and-privacy-policy>. By signing up to or otherwise accessing or using our Services (as described below), you acknowledge receipt of our Privacy Notice.

2. Changes and Modifications to These Terms

We may modify these Terms at any time. If we make material changes to these Terms, we will let you know either by providing notice through the Platform or otherwise through email notifications to the email address associated within your Platform Account (as defined below). By clicking accept or otherwise continuing to access and/or use the Platform and Services after the modified terms become effective, you are indicating to us that you agree to be bound by the modified Terms. If you do not agree to be bound by the modified Terms, then you must not click to accept the modified terms or otherwise continue to access and/or use the Services.

3. Access to and use of Services

3.1. In order to access and use the Services, you will need to have a customer user ID (also known as a CYY number) to create a Platform **account (“Account”)**. **If you** already have a customer user ID (or CYY number) from use of other International services or applications, you may use such customer user ID. With the customer user ID you can enroll your company in the Services:

<https://www.oncommandconnection.com/Enrollment/Register>. Once you created an Account and the International-internal review process is completed, you will be granted access to the Services and be able to use the Services. Any marketing or advertising for the Services is not an offer from International, but an invitation from International for you to make an offer to International, which offer International may accept or reject in its sole discretion. If you do not complete the steps to create an Account or if International otherwise rejects your request, you will not be granted access to the Services.

3.2. You must provide us with accurate, complete and up-to-date information during the sign-up process and you agree to update such information in your Account to keep it accurate, complete and up-to-date. If you do not, we may suspend or terminate your Account.

3.3. You may authorize certain individuals to access and use the Services as users of **your Account (collectively, “End Users”)** in accordance with these Terms. **Each End User** must create and have its own customer user ID. You may specify certain **End Users as additional “Administrators” of your Account. Administrators may have the** ability to access, disclose, restrict or remove data and any content in or from Accounts. Administrators may also have the ability to monitor, restrict, or terminate **other End User’s access** to the Account as well as create new customer user ID’s for individuals. International’s responsibilities do not extend to your internal management or administration of the Services.

3.4. Upon the creation of your Account, you are fully responsible for all uses of the Services through your Account, including without limitation all use by Administrators and any other End Users. You are responsible for (i) maintaining the confidentiality of usernames and passwords, (ii) managing access to your Account, and (iii) ensuring that all End Users and Administrators are in compliance with these Terms. You agree to prevent any unauthorized access or use of your Account and terminate any unauthorized use of or access to the Services by any Administrator, End User or other user. You agree that you will notify us immediately of any unauthorized use of your Account.

3.5. You may authorize a dealer to handle the sign-up process on your behalf using **the dealer's unique dealer user ID. If a dealer creates your Account, the respective dealer will automatically be assigned the role as an Administrator of your Account with the Administrator rights identified in Section 3.3.** International's responsibilities do not extend to the assignment of the respective dealer as an Administrator of your Account. Sections 3.2 through 3.5 apply accordingly. If you no longer wish to have the dealer as an Administrator of your Account, you are responsible for removing them from your Account through the Services.

4. Telematics Devices

4.1. In order to be able to access and use the Services, you need to have a telematics device installed in your vehicle. You can find further information here whether your telematics device is compatible with our Services:
<https://www.oncommandconnection.com/Enrollment/Register>.

4.2. For vehicles in which International is the telematic service provider via International's telematics control unit ("TCU"), **you may use the Platform and Services to set and change certain programmable parameters on the TCUs used in vehicles that you own.** You are solely responsible for confirming your programmed parameters meet all laws, rules and regulations applicable to you and your vehicle(s).

International may also use the TCU to facilitate remote software updates. These updates may reprogram one or more of your electronic control units ("ECUs") and change the performance of your vehicle(s). Once you have created an Account and have been granted access to the Services, any requested or required vehicle or ECU modifications, will be sent to the email address associated with your Account to inform you when your vehicle requires an update. You will then be required to log into the Platform to deploy updates to the vehicle or vehicles of your choice. Once deployed, the vehicle operator will be required to accept the update before it can proceed. When critical updates occur, we may elect to deploy them automatically. If you do not allow for these updates, you may run the risk of damage to your vehicle and may void your warranty of your International vehicle. We will tell you whether an ECU update is required to maintain your warranty of your International vehicle. **YOU ARE SOLELY RESPONSIBLE FOR NOTIFYING ALL VEHICLE OPERATORS OF YOUR AFFECTED VEHICLES THAT AN ECU UPDATE WILL BE APPLIED AS THE VEHICLE MAY NOT BE OPERATED DURING THE UPDATE AND MAY PERFORM DIFFERENTLY FOLLOWING THE UPDATE. INTERNATIONAL DOES NOT HAVE ANY OBLIGATION OR LIABILITY ARISING FROM YOUR FAILURE TO DO SO. YOU ARE ALSO SOLELY**

RESPONSIBLE FOR TIMELY NOTIFYING INTERNATIONAL IF A SOFTWARE UPDATE WAS NOT SUCCESSFUL.

4.3. **For vehicles which utilize third party telematic service provider's telematic devices**, you will need to provide us with certain credentials for your telematics device in order to be able to access and use the Services. The type of credentials is dependent on the specific telematics device you have installed on your vehicle.

4.4. You also understand and agree that the party through which you purchased your vehicle(s) (which may include the dealer, manufacturer, or a prior vehicle owner) may have the right to administer rights for programmable parameter programming and ECU updates ("**Programming Rights**") **to your vehicle(s) through the TCU**. It is possible unattended (without awareness of the driver) updates may be made to one or more of the programmable parameters on the vehicle without advance notice to the driver or user of the vehicle. **It is your right to revoke such party's Programming Rights** for your vehicle(s), however, it is solely your responsibility to notify the party accordingly to affect such revocation.

4.5. You understand and agree that it is your responsibility to inform End Users and other operators of your vehicles that utilize telematic devices (whether an TCU or not) that the data relating to their use of the vehicle may be automatically shared with you and International. Please carefully consider the parties with whom you choose to connect and what you choose to share. International's role in this process is solely to provide the technology and platform that enables these Services.

4.6. INTERNATIONAL HAS NO LIABILITY OR RESPONSIBILITY FOR (I) ANY PROGRAMMING EVENTS THAT ARE PERFORMED BY THE PREVIOUS OWNER, (II) FOR THE PERFORMANCE OF YOUR VEHICLE(S); OR (III) ANY OUTCOMES THAT ARISE FROM A MODIFICATION TO THE FACTORY SETTINGS OF A TELEMATIC **DEVICE'S PROGRAMMING PARAMETERS**

5. Access and Use Restrictions

5.1. You may access and use the Services only for lawful purposes and as authorized by the Terms. You shall comply with any codes of conduct, policies, storage limitations, or other notices International provides you or publishes in connection with the Services from time to time. International may make modifications and updates to the Services at any time and may modify the features and functionality of any component of the Services at any time, in International's sole discretion.

5.2. The Services may allow you access to certain information about the design or parameters of your International vehicle(s), which is all collectively proprietary to International or its licensors and is protected by applicable intellectual property and other laws. Subject to these Terms, International only grants you a limited, non-sublicensable, non-exclusive and revocable license to access and use the Services and any text, audio, video, graphics, charts, photographs, interfaces, icons, software, computer code, data, trademarks, logos, slogans, documentation, other components and content, and the design, selection, and arrangement of content, and all intellectual property rights in the foregoing (collectively, the “Content”) that International may make available, solely as part of the Services. Any rights to the Services and Content not expressly granted herein are reserved by International. The Services and Content is exclusively the property of International, or as applicable, its licensors.

5.3. In addition to the other restrictions outlined in these Terms, you agree that you will not (and you will not permit, assist, encourage, or enable anyone to) use your Account or the Services to:

- a) Post, upload, publish, submit or transmit anything that: (i) infringes, **misappropriates or violates a third party’s patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy;** (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any person or entity; or (vii) promotes illegal or harmful activities or substances;
- b) Use, display, mirror or frame the Services, or any individual element within the Services, **International’s name, any International trademark, logo or other proprietary information, or the layout and design of any page or form contained on a page, without International’s express written consent;**
- c) Access or attempt to access, tamper with, or use non-public areas of the Services, **International’s computer systems, or the technical delivery systems of International’s providers;**
- d) Attempt to probe, scan, or test the vulnerability of any International system or network or breach any security or authentication measures;
- e) Avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by International or any of International’s providers or any other third party (including another End User) to protect the Services;
- f) Attempt to access or search the Services or download any software or our Content from the Services through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by International or other generally available third party web browsers;
- g) Send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

- h) Use the Services for the benefit of any third party or in any manner not permitted by these Terms;
- i) Attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Services;
- j) Interfere with, or attempt to interfere with, the access of any third party user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services;
- k) Collect or store any personally identifiable information in or from the Services without express permission;
- l) Violate any applicable law or regulation.
- m) Reproduce, duplicate, copy, buy, sell, trade, resell or exploit for any commercial purpose any portion of the Services, including your Account or our Content.

5.4. WHEN YOU SELL ANY ONE OR MORE OF YOUR VEHICLES, WHICH IS INTEGRATED INTO THE PLATFORM AND SERVICES, TO A THIRD PARTY, IT IS YOUR RESPONSIBILITY TO REMOVE SUCH VEHICLE(S) FROM YOUR ACCOUNT, AND TO COMPLETE THE OPT-OUT FORM FOR THE SOLD VEHICLE(S) USING THE FOLLOWING FORM:

[HTTPS://WWW.INTERNATIONALTRUCKS.COM/SUPPORT/ONCOMMAND-TELEMATICS](https://www.internationaltrucks.com/support/oncommand-telematics) .

YOU HAVE SOLE RESPONSIBILITY FOR NOTIFYING ANY SUBSEQUENT PURCHASERS OF YOUR VEHICLE OF THE TCU CONTAINED IN THE VEHICLE AND THE INTEGRATION OF SUCH VEHICLES INTO THE PLATFORM AND SERVICES.

6. Term and Termination; Suspension

6.1. These Terms will continue in full force and effect unless and until terminated as described herein.

6.2. These Terms shall govern your use of and access to the Services for so long as you are enrolled in the Services.

You may terminate your Account and access to and use of the Services at any time by cancelling your Account. You can cancel your Account by going to <https://www.internationaltrucks.com/support/oncommand-telematics>.

6.3. We may suspend or terminate your Account and your access to and use of the Services, at our sole discretion, at any time and without notice to you in the event that we cease provision of the Services generally or any aspect or feature of the Services or in the event we have reason to believe you or any of your End Users violates these Terms. Although we are not obligated to monitor access to or use of the Services or to review or edit any of the Services, we have the right to do so for the purpose of operating the Services, to ensure compliance with these Terms, or to comply with applicable law or other legal requirements. We reserve the right, but are not obligated, to remove or disable access to any content, at any time and without notice, including, but not limited to, if we, at our sole discretion, consider any of your content or your use of the Services to be objectionable or in violation of these Terms. We have the right to investigate violations of these Terms or conduct that affects the Services. We

may also consult and cooperate with law enforcement authorities to prosecute violations of law. Upon any termination, discontinuation or cancellation of Services or your Account, all provisions of the Terms that should, by their nature, survive termination of this Terms will survive termination. Such provisions include but are not limited to: Privacy Notice; Disclaimers; Indemnity; Limitation of Liability; Arbitration Agreement, Dispute Resolution and Release; General Terms.

6.4. The Services may be terminated immediately by International in the event of (a) any alteration, modification, or unauthorized configuration, installation, or deinstallation of the TCU or the embedded software without following International's **written** instructions; (b) accidents affecting the TCU or its embedded software; (c) misuse, tampering with, abuse, neglect or damage to the TCU or embedded software; or (d) use of the Services not in the ordinary course of your business operations;

7. Limitations on Services and Third-Party Relationships.

International is not a party to any relationships or agreements between you and any third parties, including any third party telematic service providers, for the performance of any duties between you and those parties. International does not have control over and disclaims all liability for the quality, timing, legality, failure to provide, or any other aspect whatsoever of any professional duties performed by you or other End Users of the Services. International acts only as an interface to facilitate -- not to direct or control -- communications between You and your End Users and amongst End Users as part of the Services.

8. Links to Third Party Websites or Resources.

The Services may contain links to third-party websites or resources. We provide these links only as a convenience and are not responsible for the content, products or services on or available from those websites or resources or links displayed on such sites. You acknowledge sole responsibility for, and assume all risk arising from, your use of any third-party websites or resources.

9. Disclaimers.

INTERNATIONAL DOES NOT AND CANNOT GUARANTEE ANY AND ALL SERVICE EVENTS, MALFUNCTIONS OR ERRORS WILL BE FOUND, PREVENTED OR PREVENTABLE. INTERNATIONAL MAKES NO WARRANTIES OR GUARANTEES THAT THE SERVICES WILL CAPTURE ALL RELEVANT DATA AND INFORMATION OR THAT THE SERVICES WILL RESULT IN REDUCED DOWNTIME OR ANY PARTICULAR OUTCOMES.

INTERNATIONAL DOES NOT WARRANT OR GUARANTEE THAT THE MAINTENANCE OF ANY DRIVING LOGS THAT MAY BE MADE AVAILABLE THROUGH THE SERVICES ARE OR WILL REMAIN SUFFICIENT FOR COMPLIANCE WITH ANY STATE OR FEDERAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION HOURS OF SERVICES OF DRIVERS IN VEHICLES ENROLLED IN THE SERVICES.

TO THE MAXIMUM EXTENT ALLOWABLE BY LAW AND EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS, THE SERVICES AND CONTENT ARE PROVIDED “AS IS,” “AS AVAILABLE”, AND “WITH ALL FAULTS” WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, WE EXPLICITLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT AND NON-INFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. WE MAKE NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS. WE MAKE NO WARRANTY REGARDING THE QUALITY, ACCURACY, TIMELINESS, TRUTHFULNESS, COMPLETENESS OR RELIABILITY OF ANY OF THE PLATFORM, SERVICES OR CONTENT, OR ANYTHING SHARED BY ANY END USERS OF THE SERVICES OR CONTENT.

Limitation of Liability

9.1. NEITHER INTERNATIONAL NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES OR CONTENT WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING ANY PERSONAL INJURY, EQUIPMENT DAMAGE, LOSS OF USE, LOSS OF BUSINESS, INTERRUPTION OF BUSINESS, LOST REVENUE, LOST PROFITS, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION THE USE OF OR INABILITY TO USE THE SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT OCC HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

9.2. TO THE MAXIMUM EXTENT PERMITTED UNDER LAW, INTERNATIONAL EXPLICITLY DISCLAIMS ALL LIABILITY ARISING FROM ANY ACT OR OMISSION OF ANY DRIVER, OPERATOR, END USER, COMPANY OR OTHER THIRD PARTY USER OF THE SERVICES OR CONTENT. INTERNATIONAL WILL NOT BE LIABLE TO YOU UNDER ANY CIRCUMSTANCES ARISING OUT OF THE MISUSE OF ACCOUNT BY THIRD PARTIES INCLUDING, WITHOUT LIMITATION, THIRD PARTY TELEMATIC SERVICE PROVIDERS, OTHER USERS WITH WHOM YOU HAVE CONNECTED THROUGH THE SERVICES, OR OTHER PARTIES WITH WHOM YOU HAVE ENTERED INTO AN AGREEMENT IN CONNECTION WITH THE PERFORMANCE OF SERVICES NOT PROVIDED BY INTERNATIONAL. IN NO EVENT WILL INTERNATIONAL’S TOTAL

LIABILITY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR FROM THE USE OF OR INABILITY TO USE THE SERVICES OR CONTENT EXCEED THE FEES RECEIVED BY INTERNATIONAL FROM YOU, EVEN IF SUCH REMEDY SHOULD FAIL OF ITS ESSENTIAL PURPOSE. THE LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN INTERNATIONAL AND YOU.

9.3. Any cause of action related to the Services, or the Terms must commence within one (1) year after the cause of action arises. Otherwise, such cause of action is barred permanently.

10. Indemnity.

You will indemnify, defend and hold harmless International and its officers, directors, employees and agents, from and against, for any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your or your **End User's access to or use of the Services or Content;** (ii) **any data you create,** transmit, generate, or otherwise make available via the Services; (iii) your use or modification of any telematic device; (iv) any product, equipment, or services not provided by International; (v) your failure to remove a vehicle from your Account for any reason, including the sale of such vehicle; (vi) your breach or alleged breach of these Terms; or (vii) any alleged or actual infringement or misappropriation by you of any copyright trademark, trade secret, patent, publicity, privacy, or other right of any other person or entity. International reserves the right to control and conduct the defense of any matter subject to indemnification under these Terms. If International decides to control or conduct any such defense, you agree to cooperate with International's requests in assisting International's defense of such matters.

11. General Terms

11.1. Assignment. You may not assign or transfer these Terms, by operation of law or otherwise, without International's **prior written consent. Any attempt by you to** assign or transfer these Terms, without such consent, will be null and of no effect. International may freely assign or transfer these Terms without restriction. Subject to the foregoing, these Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

11.2. Governing Law. The Terms and the relationship between you and International shall be governed by the laws of the State of Illinois, without regards to its conflict of laws principles.

11.3. Notices. Any notices or other communications provided by International under these Terms, including those regarding modifications to these Terms, will be given by International: (i) to the email address associated with your Account; or (ii) by posting to the Platform. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted.

11.4. Waiver and Severability. International's **failure to enforce any right or provision** of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of International. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to its other remedies under these Terms or otherwise. If any of these Terms are unenforceable, it will not affect the enforceability of the rest of the Terms.

11.5. Export Control. These items are controlled by the U.S. Government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or End User(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or End User(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

12. ARBITRATION AGREEMENT, DISPUTE RESOLUTION AND RELEASES

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR LEGAL RIGHTS AND YOUR RIGHT TO FILE A LAWSUIT IN COURT, YOUR RIGHT TO A JURY TRIAL AND YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION.

Unless otherwise agreed to by both parties in writing, you and International agree that, in order to expedite and control the cost of any disputes, any legal or equitable claim arising out of or relating in any way to your use or access of the Services, or any use or access of the Services by an End User, or arising out of or relating to these Terms ("Claim") will be resolved as follows:

12.1. Informal Dispute Resolution. Except with respect to Claims listed in Section 13.6, below, you and International agree to attempt to resolve any disputes informally before initiating any arbitration or other formal proceedings.

12.2. Agreement to Arbitrate. If such dispute is not resolved within sixty (60) days, you or International may initiate a formal arbitration proceeding in accordance with the terms in this Section.

12.3. Except with respect to Claims listed in Section 13.6, below, you and International agree to resolve any Claims relating to or arising from the Services or these Terms through final and binding arbitration in accordance with the terms in this Section 13.

12.4. Arbitration Notice. If either you or International chooses to start an arbitration proceeding, the party initiating the proceeding will send a notice of its Claim ("Arbitration Notice") to the other party. You will send your Arbitration Notice by email to connectedops@international.com and by U.S. mail to:

International Motors, LLC.
2701 International Drive,
Lisle, IL 60532

12.5. Arbitration Procedures. Any arbitration proceedings between you and us will be conducted under the commercial rules then in effect for the American Arbitration Association (“AAA”), **except with respect to the provision of this agreement which bars class actions in Section 13.8 and any specific rules and procedures explicitly discussed in this Section.** The award rendered by the arbitrator(s) shall include costs of arbitration, reasonable costs of expert and other witness and reasonable **attorneys’** fees. Please contact the AAA at 1-800-778-7879 for the **AAA’s** current rules and procedures.

12.6. Non-Appearance-Based Arbitration Option. Except with respect to the exceptions to arbitration below in Section 13.7, for Claims where the total amount of the award sought in arbitration is less than \$10,000, the parties may mutually choose non-appearance-based arbitration. If non-appearance-based arbitration is mutually elected, the arbitration will be conducted online, by telephone, and/or solely based on written submissions to the arbitrator in a manner selected by International. Non-appearance-based arbitration involves no personal appearances by parties or witnesses unless otherwise mutually agreed to by the parties.

12.7. Exceptions to the Agreement to Arbitrate.

12.7.1. Notwithstanding the foregoing, the Arbitration Notice requirement and the Informal Negotiation Period do not apply to either lawsuits solely for injunctive relief to stop unauthorized use of the Services or lawsuits concerning copyrights, trademarks, moral rights, patents, trade secrets, claims of piracy or unauthorized use of the Services.

12.7.2. Either you or International may assert claims which qualify for small claims court in First Municipal District, Chicago, IL.

12.8. Opting Out of the Agreement to Arbitrate. You have the right to opt-out and not be bound by the binding agreement to arbitrate provided in these Terms by sending written notice of your decision to opt-out to connectedops@international.com AND by U.S. Mail to International Motors LLC, 2701 International Drive, Lisle, IL, 60532. In order for your opting out to be valid, your notice must be sent within thirty (30) days of first using the Services.

12.9. No Class Actions. Unless you and International agree otherwise, you may only resolve disputes with us on an individual basis. Class actions, class arbitrations, private attorney general actions and consolidations with other Claims are not allowed. Neither you nor International may consolidate a Claim or Claims as a plaintiff or a class member in a class action, a consolidated action or a representative action.

12.10. Consent to Jurisdiction. If the agreement to arbitrate provided for in these Terms is found not to apply to you or your Claim, or if you or International challenges any arbitration award or seeks to have an arbitration award enforced, you and International agree that any judicial proceeding will be brought in the federal or state courts located in Chicago, Illinois. You and International consent and agree to both venue and personal jurisdiction in the federal and state courts located in Chicago, IL.

12.11. Release from Third-Party Claims. Because International is not party to any agreements between you and any third parties or involved in the completion of any associated professional services, in the event that you have a dispute with one or more other Drivers, End Users or Companies or other third parties, as applicable **(each, an “Other Party”)**, you agree to address such dispute directly with the Other Party in question and you release International (and our officers, directors, agents, investors, subsidiaries, and employees from any and all claims, demands, or damages (actual or consequential)) of every kind and nature, known and unknown, suspected and unsuspected, disclosed and undisclosed, arising out of or in any way connected with such dispute.

13. Contact Information

If you have any questions about these Terms or the Services please contact us at connected@international.com.