

# Terms and Conditions for Garmin Subscription Services

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These Terms and Conditions for Garmin Subscription Services (these “**Terms**”) are an agreement between you and Garmin Services, Inc. or the applicable affiliated service provider described in the table at the bottom of this page (collectively, “**Garmin**”). Garmin is sometimes referred to in these Terms as “we,” “us” or “our”. These Terms set forth the terms and conditions governing your subscription to and use of the various subscription services offered by Garmin (the “**Subscription Services**”).

PLEASE READ THESE TERMS CAREFULLY BEFORE USING OR SUBSCRIBING TO ANY SUBSCRIPTION SERVICES. By using or subscribing to any Subscription Services, you signify your agreement to these Terms. If you do not agree to these Terms, you may not use or subscribe to any Subscription Services.

Note that special terms apply to many Subscription Services that Garmin offers. These special terms (“**Service Terms**”) are posted in connection with the applicable Subscription Service. Any Service Terms are in addition to these Terms, and in the event of a conflict, prevail over these Terms.

NOTHING IN THESE TERMS IS INTENDED TO REDUCE YOUR MANDATORY CONSUMER RIGHTS UNDER THE LAWS OF YOUR LOCAL JURISDICTION. IF THERE IS A CONFLICT BETWEEN YOUR MANDATORY CONSUMER RIGHTS AND THESE TERMS, YOUR MANDATORY CONSUMER RIGHTS UNDER THE LAWS OF YOUR LOCAL JURISDICTION WILL PREVAIL.

## 1. Subscription Services and Plans

- 1.1. Garmin offers several Subscription Services, and in many cases Garmin offers various types of subscription plans for a particular Subscription Service. Information regarding the various subscription plans offered by Garmin is posted in connection with the applicable Subscription Service.
- 1.2. **The term of your subscription to the Subscription Services starts when you first sign up for Subscription Services and will automatically renew until you terminate your subscription as provided in these Terms.**
- 1.3. Some subscription plans have an initial term of one year and automatically renew after the first year for successive one-month terms until you terminate your subscription. These subscription plans are referred to in these Terms as “**Annual Service Plans**.” All subscription plans that are not Annual Service Plans have an initial term of one month and automatically renew for successive one-month terms until you terminate your subscription.
- 1.4. You may not sell, rent, lease or otherwise charge for the Subscription Services or any information or services associated with or derived from the Subscription Services without Garmin’s written permission.
- 1.5. The Subscription Services may be provided to you on behalf of Garmin by certain affiliates and third-party service providers of Garmin. You acknowledge that these affiliates and third-party services providers are entitled to provide the Subscription Services to you. If you purchase Subscription Services through a third-party reseller of the Subscription Services, you are still bound by these Terms and the applicable Service Terms, except as modified by your reseller.
- 1.6. If you are under the applicable age of majority in your local jurisdiction, you must have the permission of your parent or guardian to agree to these Terms and use the Subscription Services.

## 2. Cancellation

- 2.1. To cancel your subscription to a Subscription Service, you must sign in to your account and follow the instructions for cancellation. If you subscribe to more than one type of Subscription Service from Garmin, you may choose to cancel your subscription to one Subscription Service without cancelling your subscription to other Subscription Services.
- 2.2. If you are unable to sign into your account, you may cancel your subscription plan by submitting a request to [GarminServicesBilling@garmin.com](mailto:GarminServicesBilling@garmin.com). Your request must include the email address associated with your Garmin account and the billing address used for your subscription plan. For subscription plans related to a specific Garmin device, such as subscription plans for inReach Subscription Services, you must also include the IMEI of the device(s) for which you wish to cancel your subscription plan. Failure to submit the proper information can delay the implementation of your cancellation request. The effective cancellation date of a request submitted to [GarminServicesBilling@garmin.com](mailto:GarminServicesBilling@garmin.com) can be up to 2 business days after submission.
- 2.3. If you cancel an Annual Service Plan during its initial one-year term, then you will be billed at the time of cancellation

for an amount equal to the fees for the remaining term of the Annual Service Plan. If you cancel an Annual Service Plan after its initial one-year term or if you cancel a subscription plan that is not an Annual Service Plan, no additional charges will be billed to you as a result of your cancellation.

- 2.4. Notwithstanding anything in these Terms to the contrary, Garmin will provide you prior notice of any material changes to these Terms. If Garmin makes material changes to these Terms or the Subscription Services that have a material adverse impact on your use of the Subscription Services, you may cancel your subscription and Garmin will provide you with a pro-rata refund of any amounts already paid by you. In order to cancel your subscription, you must submit a cancellation request as described in Section 2.2 above, specify that you are terminating your subscription following a material change to these Terms or the Subscription Services, and describe the material change in question.
- 2.5. If you are in breach these Terms or any applicable Service Terms, or if you act in any manner which clearly shows you do not intend to, or are unable to, comply with these Terms or any applicable Service Terms, Garmin may terminate your subscription and discontinue the provision of some or all Subscription Services to you at any time without notice or liability to you (except where prior notice is required under applicable laws, standards and codes). Garmin may also terminate these Terms if required to do so by any governmental regulatory body and/or law.
- 2.6. If you cancel your subscription to any Subscription Service, you must cease using that Subscription Service immediately upon the effectiveness of your cancellation.
- 2.7. Right of Cancellation (for EU, UK, Norway and Iceland residents only):

If you reside in the EU, UK, Norway or Iceland, you will be entitled to a cancellation period (a "**Cooling-Off Period**") of 14 days from the day you first subscribe to the Subscription Services, with or without cause. If the Subscription Services are partly delivered at the time of cancellation, you will receive a pro-rated refund of any prepaid monthly or annual service charges. Activation fees, program fees and similar one-time fees, as well as overage charges incurred during the Cooling-Off Period, will not be refunded. The Cooling-Off Period ends at the time the Subscription Services are fully delivered to you and your purchase cannot be refunded.

Model cancellation form:

To: Garmin (Europe) Ltd.  
c/o Garmin Services, Inc.  
Two DeLorme Drive  
Yarmouth, Maine 04096  
USA  
[GarminServicesBilling@garmin.com](mailto:GarminServicesBilling@garmin.com)

- I hereby give notice that I withdraw from my contract for the following:
- Ordered on [INSERT DATE] / received on [INSERT DATE]
- Name of consumer
- Address of consumer
- Email address of consumer (optional)
- Date

### 3. Fees and Payment

- 3.1. Unless otherwise stated in the applicable Service Terms, all fees for Subscription Services must be paid monthly in advance. Payments for Subscription Services are non-refundable and any unused Subscription Services may not be transferred to a third-party account.
- 3.2. Subject to applicable law, if your bill is not paid within 10 days after the due date, you will be charged a late fee of (i) 1.5% per month or (ii) the maximum legal rate, whichever is lower. This late fee is applicable to the unpaid balance as of the due date and will be billed on subsequent invoices and statements. Garmin may suspend any or all of your Subscription Services in the event of late payment in accordance with any applicable standards or codes. If it does so, Garmin may charge a reactivation fee.
- 3.3. Some subscription plans include an activation fee that will be charged to you when you sign up for the applicable Subscription Service. Other subscription plans include an annual usage fee that will be charged to you when you sign up for the applicable Subscription Service and on each one-year anniversary of the date you signed up. Changing your address from one country to another country (for example, from the US to Canada) may require service level changes and might incur additional charges on your account. Please see the applicable Service Terms for more details.

- 3.4. Unless stated otherwise, the published price for the Subscription Services does not include all sales, value added, usage, excise, ad valorem, goods and services, harmonized sales, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency. You are required to pay these taxes not already collected for you by Garmin and these taxes may be added to the final price charged to you in your bill.
- 3.5. The published price for the Subscription Services also may not include certain applicable surcharges and/or fees associated with the Subscription Services, such as fees associated with the Federal Universal Service Fund. These surcharges and/or fees may be added to your bill by Garmin in accordance with all applicable laws, standards and codes.
- 3.6. You must pay all applicable activation, usage, cancellation, and disconnection fees, plus any applicable taxes, surcharges, and fees on time. Because your subscription will renew automatically if you do not cancel in accordance with these Terms, Garmin will bill your Payment Method at the time of renewal. This bill must be paid in the currency specified when you subscribe.
- 3.7. Your cell phone service provider and/or internet provider may charge you or your recipients additional fees in relation to any SMS / MMS messages, social connectivity messages and/or other emails and/or data sent by you using the Subscription Services. Please familiarize yourself with any such applicable plans, services and associated fees before using the Subscription Services and any related Garmin devices. You are responsible for any such applicable charges and fees.
- 3.8. We may offer promotions from time to time that may affect pricing and that are governed by terms and conditions separate from these Terms. If there is a conflict between the terms for a promotion and these Terms, the promotion terms will govern. You agree to the terms of the promotion, including any time limitations, and you agree to provide your Payment Method information for any additional services and to extend the Subscription Services beyond the promotional period. If you use a promotion code for your purchase, you certify that you qualify for the applicable promotion.

#### **4. Payment Method; Collection**

- 4.1. Unless stated otherwise in the applicable Service Terms, use of the Subscription Services requires a current, valid, accepted method of payment, such as a credit card or payment via an account with a third party (a "**Payment Method**"), and is subject to credit approval by Garmin. Garmin may seek authorization of your Payment Method prior to your first activation/purchase to validate that you can charge the applicable fees to access the Subscription Services. By authorizing Garmin to charge your Payment Method for the fees associated with your subscription, you are authorizing Garmin to automatically continue charging that Payment Method (or any replacement Payment Method if the original Payment Method is renewed, lost, stolen, or changed for any reason by the issuer, and the issuer informs Garmin of the new replacement Payment Method account) for all fees or charges associated with your subscription, including any renewal fees as described below. You authorize the Payment Method issuer to pay any amounts described herein and authorize Garmin, or any other company that acts as a billing agent for Garmin, to continue to attempt to charge all sums described herein to your Payment Method account until such amounts are paid in full.
- 4.2. The first time your Payment Method fails, Garmin will notify you via an email message sent to your last known email address. If your Payment Method continues to fail, a second notice will be sent 7 days later, followed by a final notice 14 days after the first notice. If the problem is not rectified 30 days after the first notice, your subscription will be terminated and use of the Subscription Services on any device associated with your account will be deactivated.
- 4.3. Garmin's termination of your subscription will not relieve you of any otherwise applicable fees that may be due. Additionally, Payment Method failure will result in late payment fees and, if you wish to reactivate your subscription, a reactivation fee. Until all applicable payments and fees have been paid in full, (a) you will not be able to sign up for any new Subscription Services or activate any new Garmin device for use with the Subscription Services and (b) no device currently linked to your account may be activated on any other account.
- 4.4. BY AUTHORIZING GARMIN TO CHARGE YOUR PAYMENT METHOD, YOU REPRESENT THAT YOU ARE THE AUTHORIZED OWNER OR USER OF YOUR PAYMENT METHOD AND THAT YOU ARE A RESPONSIBLE PARTY FOR THAT PAYMENT METHOD. YOU GRANT GARMIN ACCESS TO AND THE RIGHT TO (A) REVIEW THE INFORMATION IN, AND YOUR REFERENCES SUBMITTED WHEN YOU SUBSCRIBE, (B) OBTAIN YOUR CREDIT REPORTS AND CREDIT HISTORY (IF THIS IS PERMITTED BY THE LAW OF YOUR LOCAL JURISDICTION), AND/OR (C) OBTAIN ALL OTHER RELEVANT INFORMATION AND MATERIALS THAT GARMIN REASONABLY BELIEVES IS DESIRABLE FOR THE PURPOSE OF IDENTIFYING YOUR FINANCIAL STATUS AND CREDITWORTHINESS. FURTHER, YOU AUTHORIZE GARMIN TO CHARGE YOUR PAYMENT METHOD IN ORDER TO RENEW YOUR SERVICE PRIOR TO THE START OF EVERY SERVICE TERM, UP UNTIL SUCH TIME THAT YOU CANCEL THE SERVICE IN ACCORDANCE WITH THESE TERMS.

- 4.5. Subject to applicable law, you agree to pay Garmin for all collection costs, including without limitation the standard fees of any collection agency, reasonable attorney and legal fees, and any other costs incurred by Garmin in exercising any of its rights under these Terms.

## **5. User Account; Websites; Content**

- 5.1. Use of the Subscription Services requires you to create an account. You agree to provide, maintain and update true, accurate, current and complete information about yourself as prompted by our registration processes (the "**Registration Data**"). You agree not to impersonate any person or entity or misrepresent your identity or affiliation with any person or entity, including using another person's username, password or other account information, or another person's name, likeness, voice, image or photograph. You also agree to notify us promptly at [garminsecurity@garmin.com](mailto:garminsecurity@garmin.com) of any unauthorized use of your username, password, other account information, or any other breach of security that you become aware of involving or relating to any Subscription Services.
- 5.2. We may suspend or terminate your account and your ability to use any Subscription Service or portion thereof for failure to comply with these Terms or any Service Terms.
- 5.3. You are and will remain solely responsible for any content that you create, transmit or display on or through the Subscription Services ("**User Content**") and for the consequences of your actions by doing so. You will be solely liable for any damage resulting from any infringement of copyrights, proprietary rights, or any other harm resulting from your User Content. You retain copyright and any other rights you already hold in User Content which you create, transmit or display. You acknowledge and agree that by creating, posting or displaying any such User Content, you give Garmin a perpetual, irrevocable, worldwide, royalty-free, and non-exclusive license to reproduce, adapt, modify, translate, publish, publicly perform, publicly display and distribute any such User Content. Furthermore, you agree that this license includes a right for Garmin to make such User Content available to other companies, organizations or individuals as required for the provision of Subscription Services.
- 5.4. Your use of any Garmin website is governed by the terms and conditions of use contained on each such website. Your installation or use of any downloadable software provided by Garmin is governed by the end-user license agreement delivered with such software.
- 5.5. The Subscription Services may include applications developed by third-parties. Garmin is not responsible for and makes no representations or warranties regarding the content or functionality of these third-party applications or the privacy practices of such third-party developers. If you decide to download and use any of these third-party applications, then you do so at your own risk.

## **6. Garmin's Liability**

- 6.1. Garmin makes no representations or warranties about the accuracy, reliability, completeness, or timeliness of the Subscription Services or about the results to be obtained from using the Subscription Services. Any use of the Subscription Services is at your own risk. Changes are periodically made to Subscription Services and may be made at any time. Some Subscription Services (or portions thereof) may be provided by third parties and Garmin will not be held responsible for any such Subscription Services (or portions thereof) provided by third parties.
- 6.2. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, GARMIN DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES WILL OPERATE ERROR-FREE OR THAT THE SUBSCRIPTION SERVICES ARE FREE OF COMPUTER VIRUSES OR OTHER HARMFUL GOODS. IF YOUR USE OF THE SUBSCRIPTION SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR LOSS OF PROFITS OR DATA, GARMIN WILL NOT BE RESPONSIBLE FOR THOSE COSTS.
- 6.3. TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, THE SUBSCRIPTION SERVICES ARE PROVIDED ON AN 'AS IS' BASIS WITHOUT ANY WARRANTIES OF ANY KIND. GARMIN, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF PROPRIETARY OR THIRD PARTY RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE.

## **7. Disclaimer of Certain Damages**

- 7.1. Your use of the Subscription Services is at your own risk. If you are dissatisfied with the Subscription Services or with these Terms, your sole remedy is to discontinue use of the Subscription Services. IN NO EVENT WILL GARMIN BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL, EXEMPLARY, AND CONSEQUENTIAL DAMAGES, LOST PROFITS, OR DAMAGES RESULTING FROM LOST DATA OR BUSINESS INTERRUPTION) RESULTING FROM THE USE OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT GARMIN IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL

DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU, IN WHICH CASE SUCH EXCLUSION OR LIMITATION APPLIES TO THE MAXIMUM EXTENT ALLOWABLE UNDER THE APPLICABLE LAW. In New Jersey, this disclaimer of damages does not apply to intentional or reckless acts or gross negligence on the part of Garmin.

## **8. Indemnification**

- 8.1. To the maximum extent permitted by law, you agree to indemnify, defend and hold harmless Garmin and its affiliates, licensors, service providers and suppliers and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with your unauthorized use of the Subscription Services and any associated software.

## **9. Governing Law**

- 9.1. Except to the extent expressly provided in this Section 9, all legal issues arising from or related to the use of the Subscription Services will be construed in accordance with and determined by the laws of the State of Kansas, without respect to its conflict of laws principles. By using or subscribing to the Subscription Services, you agree that the exclusive forum for any claims or causes of action arising out of your use of the Subscription Services is the United States District Court for the District of Kansas, or any Kansas state court sitting in Johnson County. You hereby irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.
- 9.2. If (a) you do not reside in the U.S., (b) you are not accessing the Subscription Services from the U.S., and (c) you are using the Services as a consumer, then any dispute or claim arising from these Terms shall be governed by the laws of your usual place of residence, without regard to any conflict of law provisions, and you may submit to the non-exclusive jurisdiction of the courts located in the state, province or country whose law governs.
- 9.3. The United Nations Convention on the International Sale of Goods is specifically excluded from application to these Terms.

## **10. General**

- 10.1. Access or use of the Subscription Services in locations outside of the United States is done on your own initiative. You are solely responsible for compliance with local laws, if and to the extent local laws are applicable. Access to the Subscription Services which, in whole or in part, is illegal or penalized is prohibited. You may not use or otherwise export or re-export the Subscription Services except as authorized by United States law and the laws of the jurisdiction(s) in which the Subscription Services are obtained. You represent and warrant that you are not (a) located in any country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country, or (b) listed on any U.S. Government list of prohibited or restricted parties including the Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Persons List or Entity List. You also agree that you will not use the Subscription Services for any purposes prohibited by United States law. Additionally, you will not export or re-export the Subscription Services (a) into (or to a national or resident of) any country to which the United States has embargoed goods; or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's restricted lists.
- 10.2. These Terms, together with any applicable Service Terms and website terms and conditions, constitute the entire agreement between you and Garmin with respect to the subject matter hereof. Any headings are provided for convenience only.
- 10.3. The failure of Garmin to exercise or enforce any right under these Terms shall not constitute a waiver of such right. All rights and remedies granted to Garmin are cumulative and not alternate. If any provision of these Terms is found invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining terms and conditions of these Terms, and the parties shall substitute a valid provision that most nearly approximates the intent and economic effect of the invalid or unenforceable one. Any provisions that expressly or by their nature should survive termination of these Terms, including payment obligations, disclaimer of warranty, rights of indemnity and limitation of liability, shall survive such termination.
- 10.4. You may not assign these Terms or any of your rights or obligations hereunder, but Garmin may assign these Terms and any of its rights and obligations hereunder. These Terms inures to the benefit of and is binding on the parties' respective successors and permitted assigns.
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The Garmin entity providing Subscription Services to you depends on your location. Please see below:

<b><u>Subscriber Location</u></b>	<b><u>Entity</u></b>	<b><u>Address</u></b>
European Union; United Kingdom; Switzerland; Norway; Iceland; Africa; locations not otherwise listed	Garmin (Europe) Ltd.	Liberty House, Hounsdown Business Park Southampton, SO40 9LR United Kingdom
United States; Canada	Garmin Services, Inc.	1200 E. 151st Street Olathe, KS 66062 USA
Australia and New Zealand	Garmin Australasia Pty Ltd.	30 Clay Place Eastern Creek, NSW 2766 Australia

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