

The Vixa App from the AA

Terms and Conditions

from June 2024



These terms

Please read these terms carefully before you purchase a Vixa subscription or use the Vixa App.

By purchasing a Vixa subscription or using the Vixa App (and any Car Plug-In we provide), you agree to be bound by these terms and acknowledge that we process your personal data in accordance with our [Vixa Privacy Notice](#) and [Cookie Policy](#) (which may change from time to time).

Important information

Car Insights. The Car Insights Services in the Vixa App is a stand-alone product which is not part of AA Breakdown membership or other AA products.

Improving the Vixa App. If you have any feedback about new Vixa App features (or if you notice any errors or bugs), please let us know in the feedback section within the Vixa App.

Car insights are indicative. We can't guarantee that information about Car faults, condition and driving style information shown in the Vixa App will always be accurate (as this depends on Car sensors and other things outside our control).

Repairs must be purchased separately. Your Vixa App subscription does not include servicing, maintenance, MOTs or repair services for your Car (which must be purchased separately).

Breakdowns or accidents. If you are in a breakdown or accident, please refer to your AA Breakdown policy documents to request assistance if you are an AA Breakdown member.

Do not use whilst driving. You must not use the Vixa App whilst driving. You remain responsible for the safe operation of your Car and complying with the Highway Code.

Location data. To provide the Vixa App, we need to collect and process certain location data from your Car. Please see our [Vixa Privacy Notice](#) for further information.

Please retain these terms. We recommend you print a copy of these terms for your records.

Your rights. As a consumer, you have important rights under Part 1 of the *Consumer Rights Act 2015*. You can find helpful information about this on the Citizens Advice website.

Who are we?

We are **Automobile Association Developments Limited**, and we are part of the "AA Group" (which also includes any holding company or subsidiary company). Our business address is Fanum House, Basing View, Basingstoke, RG21 4EA.

How to contact us if you need help

What help do you need?	Contact details
Using the Vixa App or a Car Plug-In	Telephone: 0330 053 0466 WhatsApp: 0330 053 0913 Email: support@vixa.co.uk

Contents

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1 You must be eligible to use the Vixa App

Subscriptions

- 1.1 The Vixa App requires a subscription (a “**Subscription**”) to unlock and use the Car Insights Services functionality (as defined in Section 3.1 below).
- 1.2 Subscriptions remain subject to eligibility and your Subscription will start once we provide confirmation.

Eligibility criteria

- 1.3 To be eligible to use the Vixa App, you must:
 - 1.3.1 have an eligible iPhone or Android device with internet access and operating system capable of running the Vixa App;
 - 1.3.2 have an eligible Car which can connect to the Vixa App as a Connected Car or via a Car Plug-In (see Section 2.1);
 - 1.3.3 be a UK resident;
 - 1.3.4 have full permission from the Car’s owner to use it in connection with the Vixa App and to install any Car Plug-In we may provide (see Section 5); and
 - 1.3.5 be at least 17 years old with a full valid UK driving licence for a passenger car.

2 The Vixa App can only be used with eligible Cars

What is an eligible Car?

- 2.1 When you purchase a Subscription, we’ll let you know if your nominated Car is eligible:
 - 2.1.1 as a “**Connected Car**”: a Car with eligible connected vehicle services provided by the Car manufacturer; or
 - 2.1.2 via a “**Car Plug-In**”: a telematics “dongle” we may provide for you to self-install in the Car (this includes any associated firmware, SIM card and cables).

Changing cars

- 2.2 If you want to connect the Vixa App to a different car than the one you nominated, please contact us using the details at the start of these terms.
- 2.3 You must not use the Vixa App with a different vehicle (or connect any Car Plug-In to a different vehicle) unless we give you permission.
- 2.4 We don’t guarantee that all cars will be compatible with the Vixa App.

Car manufacturer permission

- 2.5 To use the Vixa App with a Connected Car, you’ll need to give permission to the Car manufacturer (and maintain that permission) to connect to the Vixa App (and additional third-party terms may apply).
- 2.6 If you do not agree to this (or if you withdraw this permission), then you won’t be able to use the Vixa App with your Car.

Car Plug-In

- 2.7 Car Plug-Ins remain subject to availability and if we agree to provide a Car Plug-In then we'll lease this to you free of charge for the duration of your Subscription.
- 2.8 Car Plug-Ins remain our property at all times, and you must return the Car Plug-in to us within 30 days of your Subscription ending or if we otherwise ask you to return it (otherwise a reasonable replacement fee of up to £25 may be payable).
- 2.9 Returning your Car Plug-In is simple: place it back in the original packaging or a padded envelope and write '**Freepost TRAKM8**' and put it in the post. No additional address required, this will ensure the device is returned to the correct place. If using the original packaging, please attach a white sticker, paper or label on the front so that the writing is clearly legible. For more information visit www.vixa.co.uk/returns
- 2.10 Please see Section 6 for more details about the Car Plug-In.

You must let us know about certain changes

- 2.11 You must inform us straight away in the event:
- 2.11.1 you change your usual residential address;
 - 2.11.2 of any sale, theft or loss of the Car; or
 - 2.11.3 of any unauthorised use of the Car.

3 Car insights are indicative only

What are the Car Insights Services?

- 3.1 The "**Car Insights Services**" consist of us providing the following reports or data to you in the Vixa App about your eligible passenger car (the "**Car**"):
- 3.1.1 "**Telemetry Data**": Car data, technical details, fault alerts, driving data, battery health information and other telemetry data; and
 - 3.1.2 "**Car Insights Reports**": other reports and analytics we prepare based on Telemetry Data.

Vixa App insights should not be relied on

- 3.2 Telemetry Data depends on factors outside our control (like Car sensors) which may result in inaccurate readings, and we can only see certain types of Car sensor data so not all faults may be detectable.
- 3.3 Car Insights Reports include suggestions about potential faults, condition and driving style, however this is indicative only and should not be relied on.
- 3.4 As Car Insights Reports depends on Telemetry Data, it may not be accurate if we receive incorrect Car sensor data.
- 3.5 We cannot verify the cause of a Car fault code or battery alert without inspecting the Car in person, and inspections are not provided as part of the Car Insights Services.

3.6 We are not responsible for losses caused by our failure to let you know about a fault code, battery alert or other issue with your Car.

Car insights are available for a limited time only

3.7 Telemetry Data and Car Insights Reports are only available in the Vixa App for a limited time and may be removed without notice.

3.8 Telemetry Data and Car Insights Reports will not be available once your Subscription ends.

4 These terms do not apply to breakdown assistance, servicing, maintenance or repairs

The Vixa App may suggest service, maintenance or repair services

4.1 Your Vixa App subscription does not include service, maintenance, MOTs or repair services for your Car and these must be purchased separately.

4.2 The Vixa App may suggest service, maintenance, MOTs and repairs for your Car, however these are indicative only and should not be relied on. We cannot confirm the cause of a potential fault and the services required to fix it without inspecting the Car.

4.3 You remain responsible for arranging any necessary breakdown assistance, servicing, maintenance, MOTs and repairs for the Car and ensuring it is safe and legal to drive.

4.4 You should promptly arrange for the Car to be inspected by a qualified technician if you suspect the Car has any faults or issues (whether or not the Vixa App has identified any potential faults).

Vixa Repair Services can be purchased separately

4.5 The Vixa App may provide the option to purchase Vixa Repair Services (including service, maintenance, MOTs and repair services) for your Car.

4.6 Any Vixa Repair Services available for purchase in the Vixa App are governed solely by our Vixa Repair Services Terms and fall entirely outside of these terms.

We are under no obligation to provide assistance under these terms

4.7 We are under no obligation to provide any assistance in relation to an actual or potential Car fault identified by the Vixa App.

4.8 However, you may request assistance legitimately within the terms of a valid AA Breakdown membership (if you have one) to attend a breakdown or accident (in which case such assistance is provided solely under applicable AA Breakdown terms).

4.9 Similarly, you can purchase Vixa Repair Services in the Vixa App (in which case such assistance is provided solely under our Vixa Repair Services Terms).

4.10 Other than as set out above, there may be occasions where (in our absolute discretion) we decide to provide assistance in response to a fault identified by the Vixa App. However, this does not change the scope of the Car Insights Services and we have no obligation to provide this assistance.

- 4.11 If we do exercise our discretion to provide assistance under Section 4.10 then:
- 4.11.1 this will be limited to assistance necessary to address the fault identified by the Vixa App (where possible); and
 - 4.11.2 we won't be responsible for any failure to find or fix any issues linked to a fault code or battery alert, or any need for further repairs after we've provided assistance.

5 You need permission from the Car's owner and any driver

You must inform the Car's owner and any driver about the Vixa App

- 5.1 You must get the permission of the Car's owner (and any driver) to connect the Car to the Vixa App and should bring these terms and our Privacy Notice to their attention in full.
- 5.2 In particular, you must tell the Car's owner (and any driver) that the Car is connected to the Vixa App and it will record and transmit data to a central data hub (including data which tracks the location and movement of the Car).

When to stop using the Vixa App

- 5.3 If the Car is being driven by anyone who has not given permission for it to be connected to the Vixa App, then you must stop using the Vixa App straight away until the Car is back in your possession.
- 5.4 If the Car is sold, then you must promptly let us know and must stop using the Vixa App and remove any Car Plug-In (unless you have permission from the new owner of the Car to keep using it with the Vixa App).

Responsibility for losses

- 5.5 You must compensate us for reasonable loss we suffer as a direct result of you failing to comply with this Section 5.
- 5.6 This includes (without limitation) any claims made against us by any owner or driver of the Car because you didn't tell them it was connected to the Vixa App.

6 We may provide you with a Car Plug-In

Car Plug-In requirements

- 6.1 If we provide you with a Car Plug-In, then you agree that:
 - 6.1.1 we'll deliver the Car Plug-In to the address you provide;
 - 6.1.2 any dates for delivery of the Car Plug-In are an estimate only and we have no responsibility for delays in delivery outside our control;
 - 6.1.3 you are responsible for self-installing the Car Plug-In in the onboard diagnostics port (OBD Port) in the Car in accordance with our instructions;

- 6.1.4 following delivery of the Car Plug-In, you are responsible for loss, theft, damage or destruction of the Car Plug-In;
- 6.1.5 you are responsible for returning the Car Plug-In when your Subscription ends (see Sections 2.8 and 2.9);
- 6.1.6 we conduct compatibility checks when you subscribe to ensure the Car Plug-In works with the Car;
- 6.1.7 Car Plug-Ins must not be used with any other vehicle without our prior approval, and we don't guarantee that the Car Plug-In are compatible with other vehicles;
- 6.1.8 you won't attempt to dismantle the Car Plug-In or use it in any other way except as permitted by these terms;
- 6.1.9 Car Plug-Ins remain our property and you have no right, title or interest in it (except to use it in accordance with these terms), and you will ensure no charge, lien or other encumbrance is created over the Car Plug-In; and
- 6.1.10 you'll ensure the Car Plug-In is not sold or transferred to a third party (including as part of the sale or transfer of the Car to a third party).

You must notify us about loss of the Car Plug-In

- 6.2 You must notify us straight away:
 - 6.2.1 of any misuse, loss, accident, theft or damage to the Car Plug-In (including its SIM); and
 - 6.2.2 if the Car Plug-In is no longer in your possession for any reason.

Other important details

- 6.3 **Do not attempt to fix any Car Plug-In issues without our assistance via the contact details at the start of these terms.**
- 6.4 In the unlikely event that you notice any change in the Car or are in any doubt as to proper functioning or safety of the Car Plug-In, then you should remove the Car Plug-In from the Car as soon as possible and notify us.
- 6.5 You should avoid disconnecting the Car Plug-In from the Car unless strictly necessary (for example: where the Car is being sold or for safety reasons).
- 6.6 We also recommend that the Car Plug-In is removed prior to any servicing, maintenance, MOTs or repairs.
- 6.7 Network charges for data used by the Car Plug-In connecting to the Vixa App via its internal SIM are included within the Fee.
- 6.8 Car Plug-Ins are designed to operate within the UK and may not operate in other countries.
- 6.9 You must compensate us for any reasonable losses we suffer as a direct result of the Car Plug-In being used in a vehicle other than the Car we approve without our permission or due to you no longer being in possession of the Car Plug-In.

7 Subscription Fees are payable to use the Vixa App

Subscription Fees

- 7.1 Subscription fees (including VAT) ("**Subscription Fees**") will be shown to you prior to purchase.
- 7.2 We may change Subscription Fees from time to time, but we'll always let you know beforehand so you can cancel your Subscription before your next renewal date.
- 7.3 We may also make paid Subscriptions available free of charge or on a discounted basis for a limited time.

Subscription types

- 7.4 We will show you the available Subscription types before you purchase a Subscription. We may make Subscriptions available as a:
 - 7.4.1 **a continuous monthly Subscription:** where you subscribe and pay any applicable Subscription Fee on a continuous monthly basis ("**Monthly Fee**") and your Subscription will run continuously until cancelled; or
 - 7.4.2 **an annual Subscription:** where you subscribe and pay any applicable Subscription Fee on an annual basis ("**Annual Fee**") and your Subscription will auto-renew on each anniversary of your Agreement start date.

Continuous monthly Subscriptions:

- 7.5 When you purchase your Subscription, we'll let you know when payment of your first Monthly Fee will be taken.
- 7.6 Subsequent Monthly Fees will be taken in each following month on or around the same day as your first payment date.

Annual Subscriptions:

- 7.7 When you purchase your Subscription, we'll let you know when payment of your first Annual Fee will be taken.
- 7.8 Subsequent Annual Fees are collected on an auto-renewal basis on or around the anniversary of your first Annual Fee payment date.

How we charge applicable Subscription Fees

- 7.9 We will show you the available payment options when you purchase your Subscription (which may be subject to additional third-party terms).
- 7.10 Your payment data may be stored by our payment provider so we can take payment on Subscription auto-renewal. See Section 8 for details of how to cancel auto-renewal.
- 7.11 We may change the Subscription Fees from time to time. We will let you know of any changes in advance of your next renewal date and any changes will take effect on your next monthly or annual renewal date (as applicable).
- 7.12 Other than any applicable Subscription Fee, you are responsible for any other costs incurred in using the Vixa App (including Car running costs and mobile data fees for your device).

8 You can change your mind and how to end your Subscription

How to end your Subscription

- 8.1 The Subscription Fee will be charged unless you cancel by 11.59pm on the day before your Subscription renewal date.
- 8.2 If you purchased your Subscription:
- 8.2.1 **on our website:** you can cancel by logging into your account and navigating to your [Vixa Account](#) page, then selecting “Cancel Subscription”; or
 - 8.2.2 **in the Vixa App:** your subscription is handled by your app store provider. Please go to the app store settings on your device to cancel your subscription.
- 8.3 If you cancel before your renewal date, then you’ll be able to access your Subscription until it expires (unless you cancel during your cooling off period – see Section 8.9).
- 8.4 If you wish to stop collection of Telemetry Data from the Car before your next auto-renewal date, please contact us using the details at the start of these terms. Please note that deleting the Vixa App will not end your Subscription (or stop collection of Telemetry Data), so please contact us if you would like to end this early.

Your legal right to change your mind during the cooling-off period

- 8.5 You also have a legal right to change your mind and cancel this agreement within your cooling-off period and receive a refund of any applicable Fees paid.

When does your cooling-off period start and end?

- 8.6 If you have a **continuous monthly Subscription**, then your cooling-off period runs until 14 days from the day after you purchase your monthly subscription, or when you receive your Car Plug-In (if applicable), whichever is later.
- 8.7 If you have an **annual Subscription**, then:
- 8.7.1 Your initial then your cooling-off period runs until 14 days from the day after you purchase your monthly subscription, or when you receive your Car Plug-In (if applicable), whichever is later; and
 - 8.7.2 You’ll get a further cooling-off period following each annual auto-renewal, which starts the day after your renewal date and ends 14 days later.

How to cancel during your cooling-off period

- 8.8 You can exercise your legal right to cancel during your cooling-off period by emailing us at support@vixa.co.uk or giving us a clear statement setting out your decision.
- 8.9 If you cancel within your cooling-off period, the cancellation will be effective straight away after you notify us of your decision to cancel and you’ll be refunded all Fees charged for the relevant subscription period.
- 8.10 If you do not cancel within your cooling-off period, you may still cancel your Subscription and it will continue until your next auto-renewal date.

Once your Subscription ends

8.11 Once your Subscription ends, you won't be able to access the Vixa App (including Telemetry Data and Car Insights Reports or other functionality), even if Car faults identified in the Vixa App have not been resolved.

8.12 You remain responsible for returning any Car Plug-In we have sent you by post within 30 days of your Subscription ending (see Sections 2.8 and 2.9).

9 Availability may be affected by factors beyond our control

You need to use the latest version of the Vixa App

9.1 From time to time, we may release new and updated versions of the Vixa App and/or Car Plug-In firmware without notice which may change available functionality.

9.2 It's your responsibility to ensure you use the latest version to take advantage of the full functionality available and we aren't responsible for any failures due to you not using the latest version.

Factors outside our control may affect availability

9.3 You acknowledge and agree that:

9.3.1 the availability of the Vixa App and Car Insights Services depends on systems and technologies beyond our control (including Car and manufacturer systems, mobile networks, GPS, the internet and other third-party systems);

9.3.2 the Vixa App and Car Insights Services availability can be limited by poor mobile network or GPS reception, including due to geographical and weather conditions, Car position and physical obstacles (such as buildings);

9.3.3 we can't guarantee the accuracy of data collected from the Car or provided via the Vixa App (as this depends on Car sensor data) and you agree not to rely on the contents of the Vixa App (including Telemetry Data and Car Insights Reports); and

9.3.4 if the Car requires a Car Plug-In, then the Services will not be available unless the Car Plug-In is properly installed in the Car.

9.4 Unless these terms say otherwise, the AA Group will not be responsible for any losses you suffer due to matters set out in Section 9.3 above.

We're not responsible for delays outside our control

9.5 If our supply of any product (including the Vixa App, Car Insights Services or any Car Plug-In we agree to supply) is delayed by an event outside our control, we'll contact you as soon as possible to let you know and do what we can to reduce the delay.

9.6 As long as we do this, we won't compensate you for the delay, but you can contact us at using the details at the start of these terms to end your Subscription and receive a refund for any sums paid in advance for services which will not be provided, less reasonable costs we have incurred.

9.7 Events outside our control may include (without limitation) any delays caused by your Car or Car's manufacturer or other third-party systems or networks.

10 We can change products and these terms

Changes we can always make

10.1 We can always change the Vixa App and the Car Insights Services and any other products at any time:

10.1.1 to reflect changes in relevant laws and regulatory requirements (for example, if we are no longer able to collect Car data required by the Vixa App);

10.1.2 to make minor technical adjustments and improvements, for example to address a security threat; and

10.1.3 to update digital content, provided the digital content matches the description of it we provided to you before you bought it. We might ask you to install these updates.

Changes to these terms

10.2 We may change these terms at any time by publishing modified terms in the Vixa App or on our website or by providing you with a copy of updated terms.

10.3 Your use of the Vixa App after a change has been made available to you will be deemed to signify your acceptance of the modified terms.

10.4 We recommend you print a copy of these terms for your records.

Changes we can only make if we give you notice and an option to terminate

10.5 If we make more significant changes to the Vixa App or the Car Insights Services, then we'll notify you and you can choose to contact us to end your Subscription before the change takes effect and get a refund for services you've paid for in advance, but not received.

11 We can suspend supply (and you have rights if we do)

We can suspend a product

11.1 We can suspend supply of any product (including the Vixa App and/or Car Insights Services). We can do this to:

11.1.1 deal with technical problems or make minor technical changes;

11.1.2 update the product to reflect changes in relevant laws and regulatory requirements; or

11.1.3 make changes to the Vixa App or these terms (see Section 10).

Your rights if we suspend

11.2 We will contact you in advance to tell you that we'll be suspending supply, unless the problem is urgent or an emergency.

11.3 You may contact us to end this contract if we suspend supply for a period of more than 30 days and we'll refund any sums you have paid in advance for the services which you will not receive from the date of suspension.

12 We can withdraw products and we can end our contract with you

We can withdraw products

12.1 We can stop providing a product, such as the Vixa App or Car Insights Services.

12.2 We'll let you know at least 30 days in advance and will refund any sums you've paid in advance for products which won't be provided.

12.3 We can end our contract with you

12.4 We can end our contract with you for your Subscription (or any other product) if:

- 12.4.1 you don't make any payment to us when it's due (including any auto-renewal date);
- 12.4.2 you are in material breach of these terms (including if you use Vixa App with any car without the consent of any driver or owner, or if you use a Car Plug-In in a different car which we have not approved); or
- 12.4.3 you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access we need to provide the product (for example, information about your Car).

13 We don't compensate you for all losses caused by us or our products

Losses we are not responsible for

13.1 We're responsible for losses you suffer caused by us breaking these terms, unless the loss is:

- 13.1.1 **Unexpected.** It was not obvious that it would happen and nothing you said to us before we accepted your order meant we should have expected it (so, in the law, the loss was unforeseeable).
- 13.1.2 **Caused by a delaying event outside our control.** As long as we have taken the steps set out in Section 9.5 (We're not responsible for delays outside our control), we'll not be responsible.
- 13.1.3 **Avoidable.** Something you could have avoided by taking reasonable action. For example, damage to your own digital content or device, which was caused by digital content we supplied and which you could have avoided by following our advice to apply a free update or by correctly following the installation instructions or having the minimum system requirements advised by us.

13.1.4 **A business loss.** If you use any product (including the Vixa App or the Car Insights Services) for purposes of your trade, business, craft or profession. This includes (without limitation) loss of profit, loss of business, business interruption and loss of business opportunity.

When we are responsible for losses caused by digital content we supply

13.2 If we supply digital content which causes damage to your device or other digital content due to our failure to use reasonable care and skill then we'll decide whether to repair the device or compensate you, provided that the most we'll pay to you in relation to such losses is £1,000.

When we are responsible for other losses

13.3 Apart from the responsibility we accept under Section 13.2 and under any terms implied into this agreement by law, the most we'll pay to you in relation to other losses you incur under these terms is limited to £1,000 or the total Fees paid (whichever is greater).

Accuracy of reports and data

13.4 We do not guarantee or promise that the Vixa App or any data or reports provided to you will be error free or uninterrupted.

13.5 We are not responsible to you for the accuracy or completeness of the reports or data recorded by the Car or the Car Plug-In (as applicable) or displayed on the Vixa App as this depends on Car sensor data and other factors outside of our control.

13.6 Not all faults are detectable, and we accept no liability for any failure to detect a fault with the Car.

Damage caused by the Car Plug-In

13.7 If you believe damage has been caused to the Car by the Car Plug-In, then you should contact us as soon as possible.

13.8 We will make good any damage caused to an eligible Car (as deemed by us) as a direct result of the installation of a Car Plug-In which we provide (subject to it being installed in accordance with our instructions and excluding any intentional or wilful damage or misuse), and subject to you making the Car available for us to inspect it within a reasonable time so we can assess any such damage.

13.9 We are not responsible for any faults, defects or damage to the Car (or other property) which are pre-existing or caused by you or any third party.

13.10 You must not attempt, nor get anyone else to attempt, to repair any damage caused to the Car by any Car Plug-In. If you do so, then we'll not be responsible for any damage caused and you will need to pay for the repair costs.

Other important limits on our liability

13.11 You acknowledge that the Vixa App may contain errors or bugs which may cause failures or loss of data from your device. You are strongly encouraged to back up all information on your device prior to installing or updating the Vixa App, and we cannot be held responsible if you fail to do so.

13.12 You must not use the Vixa App whilst driving, and you remain responsible for the safe operation of your Car and complying with the Highway Code (and other applicable laws). We aren't responsible for any losses arising from anyone using the Vixa App or a Car Plug-In whilst driving.

13.13 We aren't liable for any losses arising under any circumstances from traffic violations committed by any driver using the Car, the Vixa App or Car Plug-In (as applicable).

13.14 We have no liability where the installation of the Car Plug-In voids any manufacturer or other warranty which applies to the Car. It's your responsibility to ensure these warranties are not voided by installation of the Car Plug-In.

13.15 We don't accept liability for any loss or damage where you've allowed a Car Plug-In to be fitted to a vehicle we haven't approved.

14 We own materials, brands and logos in the Vixa App

Your licence to use the Vixa App and associated websites

14.1 During your Subscription term, we grant you a limited, personal, non-exclusive and non-transferrable right to access and browse the contents of the Vixa App (and associated websites) on the following basis:

14.1.1 you will not copy, modify, publish, transfer, sell, reproduce or in any way exploit the Vixa App (or any part of it) or any associated software;

14.1.2 you will not utilise our trademarks or trade names in any way; and

14.1.3 you will comply with our reasonable instructions relating to the Vixa App.

Who owns materials, brands and logos

14.2 All materials presented in the Vixa App (and associated websites) and any other materials we send you, unless specifically indicated otherwise, are owned by us or our licensors and we reserve all rights in any such materials (including copyright, trademarks, registered designs, design rights, domain names, database rights, patents, trade names and all other intellectual property rights).

14.3 You must not reproduce or redistribute materials in the Vixa App (or associated websites or other materials we send you) without our prior written permission.

14.4 All Vixa and AA trademarks, brands and logos used on the Vixa App (and associated websites) or other materials we send you are the registered trademark of AA Brand Management Limited and are used under licence.

14.5 You have no right to use, replicate or produce any of our trademarks, brands or logos.

Telematics Data and Car Insights Reports

14.6 You grant us a worldwide, non-exclusive, royalty free, non-terminable, perpetual and transferrable licence to use, copy, distribute, publish, transmit (and sub-licence) any Telematics Data we receive from the Car and/or any Car Plug-In in any manner and for any purpose.

14.7 We own all intellectual property and other proprietary rights in any Car Insights Reports which we generate and/or provide to you in the Vixa App. We grant you a limited, personal, non-exclusive, revocable licence to read Car Insights Reports when using the Vixa App with a valid Subscription.

15 You must keep your account details secure

Keeping your account credentials secure

15.1 On registering with us, you may choose a username and password for your account. Your username and password are personal to you and are not transferable.

15.2 You must not authorise or permit anyone else to use your account.

15.3 You must protect and keep your account information and password confidential and notify us straight away of any security breach such as loss, theft, misuse or unauthorised disclosure or use of a password.

Responsibility for use

15.4 Your username and password are the method used by us to identify you and are very important.

15.5 You are responsible for all information posted on the Vixa App (and associated websites) by anyone using your username and password, and for any payments due for Subscriptions purchased by anyone using your username and password.

Acceptable use of the Vixa App

15.6 When using the Vixa App, you agree that you won't, nor will you permit anyone else to:

15.6.1 transmit any material that is threatening, defamatory, obscene, indecent, offensive, pornographic, abusive, incites racial hatred, discriminatory, in breach of confidence or privacy, which may cause annoyance or inconvenience or which constitutes or encourages any criminal offence or may give rise to civil liability;

15.6.2 knowingly post or transmit any technically harmful material (including viruses, corrupted data or other malicious software or data);

15.6.3 misuse or violate any aspect of the Vixa App or any associated or underlying software, including deliberately breaching security/authentication measures;

15.6.4 attempt to interfere with a service to any other user, host or network of the Vixa App, including by means of 'mail bombing' or 'crashing'; or

15.6.5 attempt to modify or reverse engineer the Vixa App or related software.

16 We aren't responsible for third-party websites

Links to third party websites.

16.1 The Vixa App may contain links to third-party websites or display third-party websites within the app itself.

16.2 We have no control over third-party websites, and we aren't responsible of any content, material, information or recommendations contained in third-party websites (or any goods and services offered via them).

Use of third-party websites

16.3 Your use of any third-party website may be governed by the terms and conditions of the third-party website, and you should read these carefully before using the third-party website or related services.

17 Other important terms apply

Please read these terms carefully

17.1 **We can transfer all or part of our contract with you, so that a different organisation is responsible for supplying your product.** We'll contact you if this happens and we'll take reasonable steps to ensure this does not adversely affect your rights under this agreement.

17.2 **You need our consent to transfer your rights under these terms to someone else.**

17.3 **Nobody else has any rights under this (except other AA Group companies).** This contract is between you and us. Nobody else can enforce it (except other AA Group companies) and neither of us will need to ask anybody else to sign-off on ending or changing it.

17.4 **If a court invalidates some of this contract, the rest of it will still apply.** If a court or other authority decides some of these terms are unlawful, the rest will continue to apply.

17.5 **Effect of termination.** If our agreement with you ends, then this will not affect our right to receive any money which you owe to us under it.

17.6 **Even if we delay in enforcing this contract, we can still enforce it later.** We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.

17.7 **Governing law.** These terms are governed by English law and wherever you live you can bring claims against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in. We can claim against you in the courts of the country you live in.

18 You can contact us about a complaint

Resolving complaints

18.1 We aim to always provide you with a high level of service. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we'll do our best to try and resolve the situation.

Contacting us

18.2 Please see the contact information at the start of these terms for how to contact us.