



Toyota Complimentary Charging Program Terms and Conditions

Effective Date: [10/01/16]

Please read these Toyota Complimentary Charging Program Terms and Conditions ("**Toyota Program Terms and Conditions**") carefully. The Toyota Complimentary Charging Program (the "**Program**") is open to all initial retail purchasers and lessees of the all-new Model Year 2017 Toyota Prius Prime automobile ("**Prius Prime**") in the continental United States (including Alaska, but excluding Hawaii, Puerto Rico and/or the U.S. Virgin Islands) between the dates of October 1, 2016 and June 30, 2018; provided that, Toyota Motor Sales, U.S.A., Inc. ("**Toyota**") reserves the right to close the Program to new enrollees at any time. The Program is being administered by ChargePoint.

These Toyota Program Terms and Conditions are supplemental to the ChargePoint Account Agreement, which also governs your participation in the Program and use of the ChargePoint Cards and ChargePoint Enabled Charging Stations. For clarity, Toyota is considered a "Program Partner," as such term is defined and used in the ChargePoint Account Agreement.

By participating in the Program, you agree to these Toyota Program Terms and Conditions, the ChargePoint Account Agreement (https://na.chargepoint.com/help/getInfoMessage/signup_tnc) and the ChargePoint Privacy Policy (https://na.chargepoint.com/help/getInfoMessage/privacy_policy).

Program Benefits.

- Eligible participants in the Program that meet the requirements set forth in these Toyota Program Terms and Conditions (including timely activation of the participant's ChargePoint Card) will receive complimentary plug-in electric vehicle charging on ChargePoint Network electric vehicle charging stations for a period of 100 consecutive days or \$100 maximum, whichever occurs first (the "**Program Benefit**"). The 100 consecutive day period commences upon the earlier of: (a) the date of activation of the participant's ChargePoint radio frequency identification card known as a "ChargePoint Card" with ChargePoint, or (b) 30 days after the date of delivery of such participant's qualifying Prius Prime from a Toyota dealer within the continental U.S. A Program participant will not be eligible to receive the Program Benefit if such participant does not activate the ChargePoint Card within 130 days of the date of delivery of the participant's Prius Prime. For purposes of example only, if a Program participant activates the ChargePoint Card 20 days after the date of delivery of such participant's Prius Prime, the participant will be eligible for complimentary charging for a period of 100 consecutive days

following activation, or \$100 maximum, whichever occurs first; however, if a Program participant activates the ChargePoint Card 50 days after the date of delivery of such participant's Prius Prime, the participant will be eligible for only 80 consecutive days of complimentary charging from the date of activation, or \$100 maximum, whichever occurs first.

Requirements.

In order to access the Program Benefit, you must:

- Have an existing ChargePoint account in good standing or otherwise open a new ChargePoint account pursuant to the terms of the ChargePoint Account Agreement.
- Purchase or lease a qualifying Prius Prime from a continental U.S. Toyota dealer.
- Be licensed to operate a motor vehicle.
- Activate the ChargePoint Card provided with your Prius Prime, as follows:
 - Create a new ChargePoint account or access your existing ChargePoint account;
 - On the Add Payment screen, choose "I have a promo code";
 - On the Promo Code screen, enter your Prius Prime vehicle identification number ("**VIN**"); and
 - Choose "Activate Card" and enter the serial number on the back of the ChargePoint Card.
- Satisfy any customer identification requirements imposed by applicable law and/or your credit card issuer.

Program Details.

- The Program Benefit is a promotional offer with \$0 cash value. No cash withdrawals or refunds will be permitted, and no unused amounts will be returned to you after expiration or termination of the Program Benefit.
- Your right to any Program Benefit expires 100 consecutive days after the earlier of the following (regardless of the amount of plug-in electric vehicle charging you have used, but always subject to the aggregate cap of \$100 worth of charging): (a) the date of activation of your ChargePoint Card, and (b) 30 days after the date of delivery of your qualifying Prius Prime from a continental U.S. Toyota dealer.
- Charging stations are subject to availability (including down times for any reason).
- No dormancy, inactivity or maintenance fees will be imposed in connection with the Program Benefit.
- There is a limit of one (1) Program Benefit per qualifying Prius Prime retail sale or lease.
- The Program Benefit is intended to be used by you to charge your Prius Prime and may not be used to charge any other vehicle. This Program Benefit is non-transferable.

- In the event you incur costs in excess of the remaining availability of your Program Benefit, your credit card (if any) will be charged for such additional costs in accordance with the terms of the ChargePoint Account Agreement or if you do not have a credit card on file, your charging session will be interrupted. In addition, your credit card may be charged additional amounts in the manner set forth in the ChargePoint Account Agreement.
- The Program Benefit is available for use solely in the continental United States (including Alaska, but excluding Hawaii, Puerto Rico and/or the U.S. Virgin Islands), or as otherwise prohibited by law.
- To the extent permitted by law, ChargePoint or Toyota may terminate or suspend your right to receive the Program Benefit at any time without notice or liability (whether or not you are in default of any part of these Toyota Program Terms and Conditions).
- All persons using the Program Benefit are bound by and subject to these Toyota Program Terms and Conditions.

Additional Terms and Conditions. The terms and conditions of the ChargePoint Account Agreement (including, without limitation, disclaimers, indemnities, limitations of liability, dispute resolution requirements, and governing law) and the ChargePoint Privacy Policy (including information sharing) also apply to the Program, and are incorporated into these Toyota Program Terms and Conditions.

Privacy. You hereby acknowledge and agree that ChargePoint may share your information with Toyota and its designees in support of this Program and/or to better develop, evaluate or improve products and services distributed by Toyota and/or its affiliates, and/or as otherwise permitted and more fully described in the ChargePoint Privacy Policy.

Communications : Please address all inquiries and notices to ChargePoint Customer Service

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Telephone: +1-888-PLUG-EV9 (+1-888-758-4389) [+1-408-370-3802 outside of North America]

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