

Terms of Use and Privacy Notice

These Terms of Use and Privacy Notice apply to your access to and use of the Platform.

The Platform is a private, business-to-business, self-service tool made available for use by Toyota markets, Toyota group entities and approved Toyota partners in Europe.

By creating an account, verifying your email address, accessing the Platform or using any Platform functionality, you agree to these Terms.

1. What the Platform does

The Platform allows eligible users to configure Toyota vehicle assets and download configured image assets for approved Toyota-related business purposes.

The Platform is intended to support Toyota markets and approved Toyota partners. It is not a public consumer platform.

The Platform may also include a link, button or upload route to Celtra. Celtra is a separate third-party service. Celtra is not owned, operated, managed or controlled by AKQA.

2. Who may use the Platform

The Platform is available only to authorised professional users.

You may use the Platform only if:

1. you are acting in a professional business capacity;
2. you are authorised by Toyota, a Toyota market, a Toyota group entity, your employer or an approved Toyota partner to use the Platform;
3. you use a valid work email address from an approved Toyota or Toyota partner email domain;
4. your email address is successfully verified through the Platform's automatic email verification process; and
5. you comply with these Terms and all applicable Toyota brand, market, advertising, legal and asset-use requirements.

You must not use the Platform with a personal email address, shared mailbox, fake identity, unauthorised account or another person's account.

3. Automatic domain whitelisting and email verification

Access to the Platform is controlled automatically through approved email-domain whitelisting and email verification.

When you sign up, the Platform checks whether your email domain is included in the approved whitelist. Approved domains may include Toyota domains and domains of

approved Toyota partners. If your email domain is approved, the Platform sends a verification email to the work email address you provide. You must complete the email verification process before access is granted.

Automatic approval of an email domain does not mean that AKQA has manually verified your employment status, role, authority or right to act on behalf of Toyota, a Toyota market, your employer or any Toyota partner. You are responsible for ensuring that you are authorised to use the Platform.

If your email domain is not whitelisted, if your email address cannot be verified, if your verification link expires, if your account becomes inactive, or if your account no longer meets the eligibility requirements, access may be refused, suspended or removed automatically.

AKQA may update the approved domain whitelist at any time.

4. Account information

To create and operate your account, you may be asked to provide:

1. your name;
2. your work email address;
3. your country or market;
4. your position, function or professional role; and
5. any other information clearly requested during sign-up or account use.

You must provide accurate information and keep it up to date.

You must not create an account for another person unless you are expressly authorised to do so and the account is for that person's individual professional use.

5. No active support or managed service

The Platform is provided as a self-service tool.

AKQA does not provide a helpdesk, general user support, manual account administration, creative review, campaign approval, service-level commitment, training service or operational support channel for the Platform.

Users are responsible for managing their own account access through the Platform's available self-service features. You can delete your profile at any time by going to **Account Settings**.

Any questions about whether you are authorised to use assets, publish materials, run campaigns or represent Toyota must be handled through your own organisation's Toyota market, partner, legal, brand, media or approval processes.

Nothing in this section limits rights you may have under applicable data-protection law.

6. Permitted use

You may use the Platform only to configure and download Toyota vehicle image assets for approved Toyota-related professional purposes.

You must:

1. use the Platform only for lawful business purposes;
2. comply with all applicable Toyota brand, marketing, advertising, product, legal and market rules;
3. check that all downloaded assets are suitable for the relevant country, market, campaign, media placement and use case;
4. ensure that any final marketing, advertising or campaign material includes all required local disclaimers, legal notices, product information and approvals; and
5. ensure that your use of downloaded assets does not mislead consumers or misrepresent Toyota vehicles, specifications, features, availability, pricing, emissions, fuel consumption, electric range, safety features, offers or market availability.

7. Prohibited use

You must not:

1. use the Platform or downloaded assets for non-Toyota purposes;
2. use the Platform for personal, public, unlawful, misleading, defamatory, offensive or unauthorised purposes;
3. share your account or login credentials;
4. attempt to access the Platform using an unapproved, false or unauthorised email domain;
5. bypass, disable, manipulate or interfere with email verification, domain whitelisting, access controls or security features;
6. scrape, bulk extract, crawl, reverse engineer, copy, modify, decompile, test the vulnerability of, or interfere with the Platform except where expressly permitted by law;
7. upload, transmit or introduce malware, harmful code, unauthorised data or disruptive content;
8. use the Platform to process personal data other than your own account details unless the Platform expressly permits it and you have a lawful basis to do so;
9. remove, obscure or alter any ownership, rights, watermark, metadata, disclaimer or restriction notices;
10. use generated or downloaded assets in a way that breaches Toyota brand rules, third-party rights, advertising standards or applicable law;
11. use the Platform to create, support or distribute unauthorised campaigns, claims, offers or public communications; or
12. attempt to gain unauthorised access to any part of the Platform, any other account, any system or any network connected to the Platform.

8. Toyota content, vehicle images and intellectual property

All Toyota names, logos, trademarks, vehicle designs, model names, imagery, product information and related brand assets remain the property of Toyota or its licensors.

The Platform, including its design, interface, software, workflows, configuration logic, documentation and non-Toyota platform materials, is owned by AKQA or its licensors.

Except as expressly allowed by these Terms, no ownership rights are transferred to you.

Subject to your compliance with these Terms, you may use downloaded image assets only for approved Toyota-related professional purposes and only to the extent authorised by Toyota, your organisation and any applicable market, brand, campaign or asset-use rules.

You must not register, claim ownership of, modify, misuse or create unauthorised derivative works from any Toyota or AKQA intellectual property.

9. Asset accuracy and market responsibility

Vehicle images and configurations generated through the Platform may be illustrative, market-specific, campaign-specific, pre-production, subject to approval or subject to change.

You are responsible for checking before use that each downloaded asset is accurate, current and approved for the relevant market, vehicle model, grade, colour, accessories, specification, campaign, media channel, publication date and legal context.

AKQA does not approve, validate or guarantee the legal, technical, product, brand, market or campaign accuracy of any final use of downloaded assets.

You are responsible for ensuring that all final materials are reviewed and approved through the appropriate Toyota, market, partner, legal, brand, media and compliance processes before publication or distribution.

10. Celtra link or upload route

The Platform may provide a link, button or route to Celtra for upload, activation, campaign or asset-delivery purposes.

Celtra is a separate third-party service. Celtra is not affiliated with, owned by, operated by, managed by or controlled by AKQA.

If you access Celtra, upload files to Celtra or use Celtra services, you do so outside the Platform and subject to Celtra's own terms, privacy notice, security arrangements and service rules.

AKQA is not responsible for Celtra, including its availability, security, data processing, upload handling, campaign delivery, content review, file storage, tracking, reporting, service performance or legal compliance.

Before uploading any file, asset or data to Celtra, you must ensure that you are authorised to do so and that the upload complies with Toyota requirements, your organisation's requirements, Celtra's terms and applicable law.

Do not upload personal data, confidential information, unreleased materials, restricted Toyota assets or sensitive business information to Celtra unless you are authorised to do so and have confirmed that the relevant legal, contractual and security requirements are met.

Deleting your Platform profile does not delete files, assets, campaign data or personal data that you have uploaded to Celtra or any other third-party service.

11. Third-party services

The Platform may rely on third-party hosting, authentication, email delivery, storage, analytics, security, infrastructure or other technical service providers.

AKQA is not responsible for third-party websites or services that are not operated by AKQA. Links to third-party services are provided for convenience and do not mean that AKQA endorses, controls or accepts responsibility for those services.

Your use of third-party services may be subject to separate terms and privacy notices.

12. Security

You must keep your login credentials secure and confidential.

You must not allow anyone else to use your account. You are responsible for activity carried out through your account unless the activity is caused by AKQA's breach of these Terms or applicable law.

If you believe your account has been compromised, stop using the account and follow any available account recovery, account deletion or security process in the Platform. Where no self-service process is available, notify your organisation's Toyota or partner contact through your internal process.

AKQA may monitor access logs and usage activity where necessary to maintain security, prevent misuse, protect Toyota assets, investigate suspected breaches or comply with legal obligations.

13. Platform availability and changes

The Platform is provided on an "as is" and "as available" basis.

AKQA may update, change, restrict, suspend or discontinue all or part of the Platform at any time, including to maintain security, update functionality, remove assets, change access rules, update approved domains, improve performance, or comply with legal, technical, Toyota or business requirements.

AKQA does not guarantee that the Platform will be uninterrupted, error-free, secure, compatible with every browser or device, or available at any particular time.

AKQA does not provide a service-level commitment for the Platform.

14. Suspension and termination

AKQA may suspend or terminate your access automatically or manually if:

1. your email domain is no longer approved;
2. your account is inactive;
3. your email verification status cannot be confirmed;
4. you breach these Terms;
5. your use may create legal, security, brand, operational or reputational risk;
6. Toyota, a Toyota market, your organisation or an approved Toyota partner requests removal;
7. AKQA reasonably needs to protect the Platform, Toyota assets, users or third parties;
or
8. AKQA changes, suspends or discontinues the Platform.

You may stop using the Platform at any time.

You can delete your profile at any time by going to **Account Settings** and selecting **Delete profile**.

15. Confidentiality

The Platform, its contents, available assets, configurations and downloads may include confidential or restricted business materials.

You must not disclose Platform access, downloaded assets, unreleased vehicle materials, campaign materials, technical information, restricted Toyota content or any other confidential information to anyone who is not authorised to receive them.

You must protect downloaded assets and Platform materials from unauthorised access, use, copying, disclosure or distribution.

16. No warranties

To the fullest extent permitted by law, AKQA excludes all warranties, representations and conditions, whether express or implied, relating to the Platform, including implied warranties of availability, accuracy, completeness, fitness for purpose, non-infringement, security and compatibility.

Nothing in these Terms excludes or limits liability where it would be unlawful to do so.

17. Limitation of liability

To the fullest extent permitted by law, AKQA is not liable for:

1. loss of profits, revenue, business, goodwill, anticipated savings or opportunity;
2. loss, corruption or deletion of data;
3. campaign delay, rejection, takedown, non-performance or non-approval;
4. inaccurate, unauthorised or non-compliant use of downloaded assets;
5. use of Celtra or any other third-party service;
6. unauthorised account use caused by your failure to protect credentials;
7. unavailability, interruption, suspension or discontinuation of the Platform;
8. failure to obtain Toyota, market, legal, brand, media or partner approval; or
9. indirect, special, incidental or consequential loss.

Nothing in these Terms limits liability for fraud, fraudulent misrepresentation, wilful misconduct, death or personal injury caused by negligence, or any other liability that cannot legally be limited.

18. Your responsibility to AKQA

You are responsible for losses, claims, costs, damages and expenses arising from:

1. your breach of these Terms;
2. your unauthorised use of the Platform;
3. your unauthorised use of downloaded assets;
4. your infringement or misuse of Toyota, AKQA or third-party intellectual property;
5. your upload or use of materials through Celtra or another third-party service; or
6. your failure to obtain required approvals before using or publishing assets.

19. Privacy Notice

This Privacy Notice explains how AKQA processes personal data in connection with the Platform.

19.1 Controller

For Platform account creation, authentication, domain whitelisting, access control, basic usage logging and Platform security, the controller is: AKQA B.V.

The Platform does not provide a general support email, helpdesk or account-support channel.

You can manage or delete your profile through the self-service controls available under **Account Settings**.

If Toyota, a Toyota market, your employer, your agency, Celtra or another third party processes your personal data separately, they are responsible for their own processing and their own privacy notices.

19.2 Personal data we collect

We may collect and process:

1. **Account data:** name, work email address, country or market, position, function or professional role.
2. **Verification data:** email domain, verification status, verification timestamps and account approval status.
3. **Access and security data:** login dates, session information, IP address, device and browser information, security logs and access-control events.
4. **Usage data:** configuration activity, download activity, asset identifiers, timestamps and basic Platform interaction logs.
5. **Profile deletion data:** deletion request status, deletion timestamp and limited records required to evidence deletion or account closure.
6. **Cookie or similar technology data:** strictly necessary cookies or similar technologies used to provide login, security, session management and Platform functionality.

The Platform is not intended to collect special-category personal data, such as health data, biometric data, political opinions, religious beliefs or trade-union membership. You must not submit such data to the Platform.

19.3 Purposes and lawful bases

We process personal data for the following purposes:

Purpose	Personal data used	Lawful basis
Create and operate your account	Account data, verification data	Performance of these Terms; legitimate interests in providing a private B2B Platform
Verify your email address and check whether your domain is whitelisted	Work email address, email domain, verification status	Performance of these Terms; legitimate interests in restricting access to authorised Toyota and partner users
Provide image configuration and download functionality	Account data, usage data	Performance of these Terms; legitimate interests in operating the Platform
Protect the Platform, users, Toyota assets and AKQA systems	Access data, security data, logs	Legitimate interests in security, fraud prevention and misuse prevention
Maintain records of access, downloads and Platform use	Account data, usage data, timestamps	Legitimate interests in auditability, asset governance and security
Enable profile deletion	Account data, deletion data	Legal obligation where applicable; legitimate interests in account administration and user control
Comply with law or enforce these Terms	Relevant account, access, usage, security and deletion data	Legal obligation; legitimate interests in protecting rights and complying with legal processes

Where we rely on legitimate interests, we consider whether our interests are overridden by your data-protection rights. The Platform is a restricted professional tool, uses limited

account data, and is not intended for consumer profiling, public access, behavioural advertising or direct marketing.

19.4 Automatic access decision

The Platform uses an automatic domain-whitelist and email-verification process to decide whether an account may be created or accessed.

This is an access-control process for a private business tool. It does not produce legal effects concerning you and is not intended to have similarly significant effects.

If your domain is not approved or your email address is not verified, you may not be able to access the Platform.

19.5 Cookies and similar technologies

The Platform uses only cookies or similar technologies that are strictly necessary for login, authentication, security, session management and Platform operation, unless a separate cookie notice or consent mechanism says otherwise.

If non-essential analytics, advertising, tracking or personalisation cookies are added in the future, they should not be used unless the required notice and consent mechanism is implemented.

19.6 Who receives personal data

We may share personal data with:

1. AKQA personnel and contractors who need access to operate, secure or maintain the Platform;
2. approved service providers who host, maintain, secure, authenticate, email-enable or support the technical operation of the Platform;
3. Toyota group entities, Toyota markets or approved Toyota partners where necessary to confirm eligibility, protect Toyota assets, investigate misuse or administer approved access rules;
4. professional advisers, insurers, auditors or legal authorities where necessary; and
5. third parties where required by law or necessary to protect rights, security, users or the Platform.

We do not sell Platform account personal data.

19.7 Celtra and external services

If you click a Celtra link, access Celtra or upload assets to Celtra, you leave the Platform or use a third-party environment.

Celtra may process data independently under its own terms and privacy notice.

AKQA does not control Celtra's privacy practices and is not responsible for data you choose to provide to Celtra unless AKQA separately states otherwise in writing.

Deleting your Platform profile does not delete data that you have uploaded to Celtra or any other third-party service.

19.8 International transfers

The Platform is intended for European use.

Where reasonably possible, personal data will be hosted and processed in the UK, EU or EEA.

If personal data is transferred outside the UK, EU or EEA, AKQA will use appropriate safeguards where required, such as adequacy decisions, standard contractual clauses or other lawful transfer mechanisms.

19.9 Retention and profile deletion

We retain personal data only for as long as needed for the purposes described in this Privacy Notice.

You can delete your profile at any time by going to **Account Settings** and selecting **Delete profile**.

When you delete your profile:

1. your active Platform account will be closed;
2. your name, work email address, country or market, and position or professional role will be deleted or anonymised from the active user database;
3. you will no longer be able to access the Platform unless you create and verify a new eligible account; and
4. limited records may be retained where necessary for security, legal, audit, fraud-prevention, dispute-resolution or compliance purposes.

Unless a longer period is required for security, legal, audit or dispute purposes:

1. account data is retained while your account remains active;
2. inactive accounts may be deleted or anonymised after [12] months of inactivity;
3. profile data deleted through Account Settings will be deleted or anonymised from active systems within [30–90] days;
4. security, access and usage logs may be retained for up to [12] months;
5. records needed to evidence compliance may be retained for up to [6] years where necessary; and
6. aggregated or anonymised data may be retained longer where it no longer identifies an individual.

Profile deletion does not automatically delete files, campaign materials, logs or data that you have uploaded to Celtra or any other third-party service. Those services are governed by their own terms and privacy notices.

19.10 Your rights

Subject to applicable law, you may have the right to:

1. request access to your personal data;
2. request correction of inaccurate personal data;
3. request deletion of your personal data;
4. request restriction of processing;
5. object to processing based on legitimate interests;
6. request portability of personal data you provided to us, where applicable;
7. withdraw consent, where processing is based on consent; and
8. lodge a complaint with your local data-protection authority.

You can delete your profile directly through **Account Settings**.

Because the Platform is self-service and does not provide active support, AKQA does not provide a general support email or helpdesk for Platform users. Where privacy self-service controls are available in Account Settings, you should use those controls to manage your profile information.

Deleting your profile may not remove personal data that AKQA is required or permitted to retain for legal, security, audit, fraud-prevention, dispute-resolution or compliance purposes.

19.11 No direct marketing

The Platform is not intended to send direct marketing to users.

Service emails, verification emails, security emails and essential Platform notices may still be sent where necessary for account access, Platform operation or legal/security reasons.

19.12 Children

The Platform is for professional business users only.

It is not intended for children or personal consumer use.

20. Account Settings and profile deletion

You can delete your profile at any time by going to **Account Settings** and selecting **Delete profile**.

Deleting your profile will close your Platform account and remove or anonymise your profile information from active systems, subject to the limited retention described in this Privacy Notice.

After deleting your profile, you will lose access to the Platform. To use the Platform again, you will need to create a new account using an eligible work email address and complete email verification.

Deleting your profile will not delete data, assets, files or campaign materials uploaded to Celtra or any other third-party service.

21. Changes to these Terms

AKQA may update these Terms from time to time.

Where changes are material, AKQA may provide notice through the Platform or require users to accept the updated Terms before continuing to use the Platform.

Continued use of the Platform after updated Terms become effective means you accept the updated Terms.