

# HondaLink® Terms and Conditions

Last updated on 4 November, 2020

## Key updates:

- Additional terms for Android users relating to the use of Google services
- General updates for readability

Thank you for choosing HondaLink®, consisting of the HondaLink® mobile application suite and any associated HondaLink® website (such as [www.hondalink.com](http://www.hondalink.com)), supporting the ownership experience of your Honda vehicle (the “**Vehicle**”). These Terms and Conditions (“**Terms**”) and the American Honda Privacy Policy, including the American Honda Vehicle Data Privacy Policy (collectively, the “**Honda Privacy Policies**”), set out the terms on which American Honda Motor Co., Inc. (“**Honda**”, “**we**”, “**our**” or “**us**”) will provide you (“**you**” or “**your**”) access to and use of HondaLink® and the Connected Vehicle Services (see Section 1 below) and how we collect, use and share your personal information.

THESE TERMS CREATE A BINDING LEGAL AGREEMENT BETWEEN YOU AND HONDA AND INCLUDE AN ARBITRATION PROVISION UNDER WHICH CERTAIN CLAIMS MAY NOT BE BROUGHT IN COURT OR DECIDED BY A JURY. PLEASE READ THESE TERMS CAREFULLY. By indicating acceptance of these Terms or by otherwise using HondaLink® or any of the Connected Vehicle Services, you are entering into a legally binding agreement with Honda. IF YOU DO NOT AGREE TO THESE TERMS, INCLUDING THE ARBITRATION PROVISION IN SECTION 16, AND THE HONDA PRIVACY POLICIES, DO NOT USE HONDALINK® OR ANY OF THE CONNECTED VEHICLE SERVICES.

## 1. Description of HondaLink®.

- *General.* HondaLink® gives you access to interactive features and digital services that are intended to enhance your user experience (“**Connected Vehicle Services**”). The Connected Vehicle Services may be provided directly by Honda, by our service providers, or by an Independent Provider (as defined below). Not all Connected Vehicle Services are available on all Vehicles and some Connected Vehicle Services are subject to separate terms and conditions (“**Connected Vehicle Service Terms**”) in addition to these Terms. For information about Connected Vehicle Services available for your Vehicle, please visit: [www.hondalink.com](http://www.hondalink.com). If you wish to receive any of the Connected Vehicle Services with separate Connected Vehicle Service Terms, at the time of enrollment or registration, you will be provided with a copy of, and will be required to accept, the applicable Connected Vehicle Service Terms.
- a. *Independent Providers.* In some cases, you may use HondaLink® to access Connected Vehicle Services provided by independent third parties (each, an “**Independent Provider**”). For the Connected Vehicle Services provided by Independent Providers, Honda is

acting solely as an intermediary between you and the Independent Provider. Each Independent Provider may have its own separate terms of use and privacy policy and you may be required to accept an Independent Provider's additional terms of use in order to access the applicable Connected Vehicle Services. Honda does not endorse, and hereby disclaims all liability or responsibility to you or any other person for, any services provided by an Independent Provider.

- b. *Children.* Honda does not knowingly collect personal information from persons less than 16 years of age without verifiable parental consent. If Honda learns that personal information of persons less than 16 years of age has been collected without verifiable parental consent, Honda will take the appropriate steps to delete such information. To make such a request, please contact Honda by mail at American Honda Motor Co., Inc., ATTN: Honda Automobile Customer Service, 1919 Torrance Blvd., Mail Stop: CHI-5, Torrance, CA 90501 or by phone at 1-800-999-1009.
- c. *Changes to HondaLink® , Connected Vehicle Services and Terms.* To the extent permitted by law, Honda reserves the right, in its sole discretion, to modify HondaLink® and the Connected Vehicle Services at any time, without notice to you. Honda also from time to time may change these Terms prospectively. If we do so, we will change the "last updated" date on these Terms and, where required by applicable law, provide you with appropriate notice. You agree that your continued use of HondaLink® or any of the Connected Vehicle Services constitutes your agreement to the amended Terms. If you do not agree to any amended Terms, DO NOT USE HONDALINK® OR ANY OF THE CONNECTED VEHICLE SERVICES. You may not amend or modify these Terms except by way of an express writing signed by Honda.
- d. *Term.* These Terms become effective immediately when you are granted access to HondaLink® or any of the Connected Vehicle Services and shall remain in effect (and if amended, as amended) until your use of HondaLink® and all of the Connected Vehicle Services is terminated in accordance with Section 22 below. **IF YOU SELL OR OTHERWISE TRANSFER YOUR VEHICLE, IF YOUR VEHICLE LEASE ENDS, OR IF YOUR VEHICLE IS DESTROYED, YOU AGREE TO NOTIFY HONDA PROMPTLY. IF YOU DO NOT NOTIFY HONDA, YOU WILL REMAIN RESPONSIBLE FOR ALL ACTIVITIES ASSOCIATED WITH THE VEHICLE, HONDALINK® AND THE CONNECTED VEHICLE SERVICES.**
- e. *Notifications; Notice; Questions.* You agree that all notifications or notices required under these Terms may be provided to you by

the email address you have provided to Honda, to the extent permitted by applicable law. All notifications are deemed given when Honda sends the email message (or, if a valid alternative method is used, whenever such message is sent by Honda). You also agree that Honda may contact you in your Vehicle or by telephone (including through automatic dialing technology, to the extent permitted by applicable law) at any number Honda has on file for you, including any cellular phone number you provide to us, even if doing so may result in additional telecommunications fees or charges to you, to discuss your account or to provide any Connected Vehicle Services. All notifications or notices required under these Terms to be provided to Honda and questions or comments that you have about these Terms, HondaLink® or the Connected Vehicle Services may be sent to:

**American Honda Motor Co., Inc.**

**ATTN: Honda Automobile Customer Service**

**1919 Torrance Blvd., Mail Stop: CHI-5, Torrance, CA 90501**

and shall be deemed given when Honda receives them.

Notifications or notices under these Terms to Honda require that an additional copy be sent to:

**Honda North America Law Division**

**700 Van Ness Avenue, Torrance, CA 90501**

**ATTN: General Counsel**

Questions or comments also may be directed to 1-800-999-1009.

## **2. Privacy Notice.**

HondaLink® and the Connected Vehicle Services may utilize information collected from you, your Internet-enabled Device (defined in [Section 7](#) below), or the Vehicle. The Honda Privacy Policies, which are incorporated into and made a part of these Terms by this reference, explain how Honda collects, maintains, uses, and discloses your personal information, including (a) information provided by or collected from you when you use HondaLink®, (b) information that the Vehicle collects, generates, records, or stores in electronic form, which is retrieved from the Vehicle, typically wirelessly, by Honda or on our behalf, and which is linked or reasonably linkable to (i) the Vehicle from which the information was retrieved, (ii) the owner(s)/lessee(s) of the Vehicle, (iii) a connected smart device, or (iv) a registered user of Connected Vehicle Services; and (c) information you provide when subscribing or registering for Connected Vehicle Services. You can access the current [American Honda Privacy Policy](#) and the current [American Honda Vehicle Data Privacy Policy](#). You also may request a copy of the Honda Privacy Policies by writing or calling Honda at the mailing addresses or customer care telephone numbers provided in these Terms. The Honda Privacy Policies take precedence over any

previous privacy notices that Honda has issued related to HondaLink® or the Connected Vehicle Services. You consent to the collection, maintenance, use and disclosure of information as described in the Honda Privacy Policies, as each may be amended from time to time. **IF YOU TRANSFER YOUR VEHICLE OR ANY INTERNET-ENABLED DEVICE THAT IS CONNECTED TO HONDALINK® OR ANY OF THE CONNECTED VEHICLE SERVICES, YOU ARE SOLELY RESPONSIBLE FOR DELETING INFORMATION ABOUT YOU CONTAINED IN THE VEHICLE, YOUR INTERNET-ENABLED DEVICE, OR IN YOUR RELATED ACCOUNT(S).**

**3. Registration.**

In order to use certain parts of HondaLink® or certain Connected Vehicle Services, you may be required to provide us with your first name, last name, email address, telephone number and/or vehicle identification number (VIN), to create a password and to register with us. We also may request additional information from you. You represent and warrant to us that you will provide us with accurate, current and complete registration information. You are responsible for your registration, and for all use of HondaLink® and the Connected Vehicle Services using any user credentials or passwords issued to you or chosen by you. You will keep all such credentials and passwords confidential.

You understand that you can help prevent unauthorized access by logging out of HondaLink® and the Connected Vehicle Services. You agree to notify Honda immediately at 1-800-999-1009 of any unauthorized use of your user credentials or passwords. Honda maintains the exclusive right to control access to HondaLink® and the Connected Vehicle Services. You understand and agree that Honda reserves the right to revoke your registration at any time without notice or cause, for any reason whatsoever.

**4. Representations about You.**

If you are at least eighteen (18) years of age, you represent that you have the capacity and authority to enter into these Terms and you are only entering into these Terms on your own behalf. If you are under eighteen (18) years of age, you represent that your parent or legal guardian has accepted these Terms on your behalf and that such parent or legal guardian has the capacity and authority to enter into these Terms.

**5. Use of HondaLink®.**

Subject to the terms and conditions herein, you are permitted to use HondaLink® and the Connected Vehicle Services solely for your own personal, non-commercial use. You agree that it is your responsibility to use HondaLink® and the Connected Vehicle Services only when it is safe to do so and in a responsible manner, including abiding by all applicable

laws, rules and regulations regarding the use of HondaLink®, the Connected Vehicle Services or any devices associated with HondaLink® or any of the Connected Vehicle Services (e.g., any laws relating to use of mobile devices while driving). Without limiting the foregoing, it is your sole responsibility to exercise discretion and to observe all safety measures required by law, traffic rules and traffic regulations while accessing or using HondaLink® and the Connected Vehicle Services. You further agree that you will use the Connected Vehicle Services only with a Vehicle that you are authorized to control. You must not (a) use HondaLink® or any of the Connected Vehicle Services in any way that would violate the rights of any person; (b) impersonate any person or entity; (c) harvest or otherwise collect information about others from HondaLink® or any of the Connected Vehicle Services; (d) take any action that imposes or may impose an unreasonable or disproportionately large load on HondaLink® or any of the Connected Vehicle Services, or bypass any measures we may use to prevent or restrict access to any portion of HondaLink® or any of the Connected Vehicle Services (or other accounts, networks or services connected thereto); (e) use manual or automated software, devices, or other processes to “crawl”, “scrape” or “spider” any of HondaLink® or the Connected Vehicle Services or otherwise to copy, obtain, propagate, distribute or misappropriate any information or other content from HondaLink® or any of the Connected Vehicle Services, including any Honda Property (defined in [Section 13](#) below); (f) distribute or otherwise make available any information or other content obtained through HondaLink® or any of the Connected Vehicle Services to any third party, except as expressly permitted herein; (g) otherwise interfere in any manner with the use or operation of HondaLink® or any of the Connected Vehicle Services; or (h) use HondaLink® or any of the Connected Vehicle Services in the development, directly or indirectly, of any product, software or service that offers any functionality substantially similar to, or competitive with, HondaLink® or any of the Connected Vehicle Services.

**6. Feedback.**

If you provide to us (directly or indirectly, and by any means) any comments, feedback, suggestions, ideas, or other submissions related to HondaLink® or any of the Connected Vehicle Services (collectively “**Feedback**”), the Feedback will be the sole property of Honda. We will be entitled to use, reproduce, modify, disclose, display, publish, perform, broadcast, distribute, and otherwise exploit in any manner, all Feedback, without restriction and without compensating you in any way. We have no obligation to maintain any Feedback in confidence, or to respond to any Feedback.

**7. Equipment Requirements.**

- . To properly use HondaLink® and one or more of the Connected Vehicle Services, you must have equipment that meets at least the following minimum requirements (“**Equipment Requirements**”):

- Compatible mobile device as listed on <http://www.handsfreelink.com/Honda> (each, an “**Internet-enabled Device**”);
- Internet connection through Wi-Fi or cellular network connection and any appropriate data plan;
- Appropriate security on the Internet-enabled Device (e.g., no alterations to device security). A certain level of device security or security protocols is required so, for example, jail-broken or rooted mobile devices might not be supported; and
- Certain mobile devices may require an HDMI cable, USB cable, or audio-video adapter to connect and operate the Connected Vehicle Services within the Vehicle.

Equipment Requirements may change at any time, without notice, and further access to HondaLink® and the Connected Vehicle Services may require acceptance of additional agreements or a newer version of these Terms. For example, a Mobile App (defined in; Section 8 below) through which one or more of the Connected Vehicle Services is provided may be made obsolete by a newer version, which may require updating an operating system and/or downloading a new version of the applicable Mobile App and accepting a newer version of these Terms or the applicable Connected Vehicle Service Terms.

- a. In order to access and receive certain Connected Vehicle Services, you must have an active and properly functioning factory-installed audio system in your Vehicle, you must be a registered user of HondaLink® and have a Honda ID, you must be within range of appropriate communications networks and/or Wi-Fi access and global positioning satellites, and you must accept the applicable Connected Vehicle Service Terms (which may set forth additional requirements and limitations).

## 8. **End User License Agreement for Mobile Applications.**

In order to access certain of the Connected Vehicle Services, you first had to download or install the applicable mobile application on your Internet-enabled Device (each, a “**Mobile App**”). Your use of any Mobile App is subject to the terms of the Mobile Application End User License Agreement, which is attached as Exhibit A at the end of these Terms (the “**HondaLink® EULA**”). By using Connected Vehicle Services through a Mobile App, you will be conclusively deemed to have

accepted these Terms and the terms of the HondaLink® EULA; IF YOU DO NOT AGREE TO THESE TERMS OR THE HONDALINK® EULA, YOU MUST IMMEDIATELY DELETE AND PURGE ALL MOBILE APPS FROM YOUR INTERNET-ENABLED DEVICE.

**9. Fees, Costs and Other Expenses.**

HondaLink® and the Connected Vehicle Services make use of a data network operated by your wireless or Internet service provider to send data among your Internet-enabled Device, your Vehicle, and Honda's, our service providers' and, if applicable, Independent Providers' and third-party services', servers and call centers. **Depending on your data plan, you may incur charges from your wireless or Internet service provider for use of its network and/or for specific services such as transferring vehicle data to Honda, our service providers, and, if applicable, Independent Providers and third-party services, making phone calls, sending or receiving text messages and/or emails or other services. You are solely responsible for any and all costs you incur as a result of your use of HondaLink® and the Connected Vehicle Services.**

**10. Note Regarding Certain Connected Vehicle Services.**

- *Note Regarding HondaLink® Assist Automatic Collision Notification & Assistance Request (the "HondaLink® Assist Services").* The HondaLink® Assist Services are dependent upon cellular connection availability, *Bluetooth®* HandsFreeLink® phone connectivity with the Vehicle, and GPS satellite signal reception, each of which can limit the ability to reach either the HondaLink® response center or to receive support. When our service provider receives a crash notification and/or request for assistance from your connected *Bluetooth®* HandsFreeLink® phone, our service provider will first attempt to verify your request, and then, if appropriate, contact third party responders to respond to your incident. **You understand that neither Honda nor our service provider can assure you, or make any guarantees, about the manner or timeliness of such third party response or whether third party responders will respond to your incident in a timely manner or at all.** YOUR VEHICLE HAS TO HAVE HONDALINK® ASSIST SERVICES, A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER), A *BLUETOOTH®* HANDSFREELINK® PHONE THAT IS CONNECTED TO THE VEHICLE, AN ACTIVE CELLULAR SERVICE ACCOUNT FOR YOUR *BLUETOOTH®* HANDSFREELINK® PHONE, AND CONNECTION TO CELLULAR SERVICE FOR THE AUTOMATIC COLLISION NOTIFICATION AND REQUEST FOR ASSISTANCE FEATURES TO OPERATE.



### **Important Message Regarding Your Wireless Carrier**

The HondaLink® Assist Services are not a service of your wireless carrier. If you use the HondaLink® Assist Services, it may require your wireless carrier to disclose your customer information, including location information, to Honda's telematics service provider, its subcontractors engaged in providing the HondaLink® Assist Services, or other third parties to respond to your request. By using the HondaLink® Assist Services, you authorize your wireless carrier to disclose your information to our telematics service provider, its subcontractors, and other third parties, in each case, to enable the HondaLink® Assist Services. Refer to the [American Honda Vehicle Data Privacy Policy](#) for more information about how the HondaLink® Assist Services will collect, maintain, use, and disclose your information. If you aren't comfortable with the HondaLink® Assist terms, don't use it. You acknowledge and agree that (1) your relationship with Honda is separate from your relationship with your wireless carrier; (2) your wireless carrier is not responsible for the HondaLink® Assist Services; and (3) you will hold harmless your wireless carrier and its subsidiaries, affiliates, officers, employees, agents, successors and assigns from any judgments, claims, actions, losses, liabilities or expenses arising from or attributable to the HondaLink® Assist Services or the acts or omissions of Honda or its subcontractors providing the HondaLink® Assist Services.

- a. *Note Regarding Searching for Destinations from your Vehicle's Factory-installed Multimedia System. **Applicable to select Navigation-equipped Vehicle models\***.* When searching for a destination through your Vehicle's factory-installed multimedia system, your Vehicle's location information will be shared with HERE. Your use of this search feature constitutes your acceptance of HERE's Service Terms (available at <https://legal.here.com/terms/>) and Privacy Policy (available at <https://legal.here.com/privacy/policy/>). If you do not agree to HERE's Service Terms or Privacy Policy, do not search for destinations through your Vehicle's multimedia system.

*\*Applies to the following Vehicle models: Accord (2016 and 2017); Civic (2016 – 2019); Clarity (2017 – 2019); CRV (2017 – 2019); Pilot (2016 – 2018); and Ridgeline (2017 – 2019)*

- b. *Note Regarding Connected Vehicle Services That Use Location. **Applicable only to Android Users.*** Connected Vehicle Services that require your location, such as locating your parked car or when you make a request for directions to find a point of interest or an address, use the services of Google. Your use of



these Connected Vehicle Services constitutes your acceptance of the Google Maps/Google Earth Additional Terms of Service, which may be found here: [https://www.google.com/intl/en-US/help/terms\\_maps.html](https://www.google.com/intl/en-US/help/terms_maps.html), including the Google Privacy Policy found here: <https://www.google.com/intl/ALL/policies/privacy/index.html>. If you do not agree to the Google Maps/Google Earth Additional Terms of Service or Google Privacy Policy, do not use Connected Vehicle Services that require your location.

#### **11. Cloud Services and Third Party Services.**

Without limiting the disclaimers and limitations of liability set forth in Section 14, you acknowledge and agree as follows: (a) HondaLink® and the Connected Vehicle Services are provided to you using cloud computing services of one or more third party cloud providers; (b) the cost at which we could afford to offer HondaLink® and the Connected Vehicle Services would vary if we provided HondaLink® and the Connected Vehicle Services other than using the cloud services provided by the cloud providers; and (c) we shall not be responsible or liable to you for any act, omission or failure of any of these cloud providers.

HondaLink® and the Connected Vehicle Services may depend upon, interact with or enable access to third-party services to connect to information, other content, services, websites, or hardware, including your Internet-enabled Device, the network provided by your wireless or Internet service provider, your browser, email and SMS programs, dialer and other applications, which may in each case be accompanied by separate terms of use. Use of a third-party service may require that you accept additional terms of use. You must comply with the applicable terms of use when using the third-party service, HondaLink® and the Connected Vehicle Services. Honda cannot assure you that these third-party services will function correctly with HondaLink® or the Connected Vehicle Services, either now or at some future time. Honda does not endorse, and hereby disclaims all liability or responsibility to you or any other person for, any of these third-party services.

#### **12. Links and External Websites.**

HondaLink® and the Connected Vehicle Services may contain links to and from websites. Honda makes no representations whatsoever about any other website that you may access from HondaLink® or through the Connected Vehicle Services. Honda is not responsible for the privacy practices or content of those websites and Honda expressly denies any liability whatsoever for use of such websites. It is up to you to take precautions to ensure that whatever you select for your use is free of items of a destructive nature.

#### **13. Our Intellectual Property Rights.**

HondaLink® and the Connected Vehicle Services (including Honda Property, as defined below) are the property of, or are licensed by, American Honda Motor Co., Inc. or the applicable Independent Provider, and are subject to copyright and other intellectual property protection. All the software, algorithms, functionality, inventions, concepts, text, images, sound, music, videos, marks, logos, compilations, content and technology used to deliver HondaLink® and the Connected Vehicle Services or otherwise embodied in, displayed through, or provided directly or indirectly (e.g., emails or other communications from us to you) via, HondaLink® and the Connected Vehicle Services are “**Honda Property.**” Except as otherwise expressly permitted by these Terms, any use, copying, making derivative works, transmitting, posting, linking, deep linking, framing, redistribution, sale, decompilation, modification, reverse engineering, translation or disassembly of Honda Property is prohibited. You acknowledge that Honda Property has been created, compiled, developed and maintained by or on behalf of Honda or the applicable Independent Provider at great expense of time and money such that misappropriation or unauthorized disclosure or use of Honda Property by others for commercial gain would unfairly and irreparably harm us or the applicable Independent Provider in a manner for which damages would not be an adequate remedy, and you consent to our obtaining injunctive relief to restrain any breach or threatened breach of these Terms, without any requirement to post bond. You may be subject to criminal or civil penalties for violation of this paragraph.

The HONDA name and logos are registered trademarks of Honda Motor Co., Ltd. You may not use the trademarks, or any of our other marks or logos, in any manner, including any use that is likely to cause confusion or that disparages or discredits us, without our consent.

HondaLink® and the Connected Vehicle Services also may also feature the trademarks, service marks, and logos of third parties, and each owner retains all rights in such marks. Any use of such marks, or any others displayed on HondaLink® or the Connected Vehicle Services, will inure solely to the benefit of their respective owners.

Subject to the terms and conditions herein, we grant you the non-exclusive, limited, revocable right to access and use Honda Property solely to the extent necessary for you to use HondaLink® and the Connected Vehicle Services for your own personal, non-commercial use, as permitted by these Terms. We reserve all other rights. For clarity and without limiting other obligations herein, you shall not distribute or otherwise commercialize Honda Property.

#### **14. DISCLAIMER OF WARRANTIES; LIMITATION ON LIABILITY.**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) ALL USES

OF HONDALINK® AND THE CONNECTED VEHICLE SERVICES, INCLUDING THEIR QUALITY, PERFORMANCE, ACCURACY AND RELIABILITY, ARE AT YOUR SOLE RISK; (b) HONDALINK® AND THE CONNECTED VEHICLE SERVICES, INCLUDING ANY INFORMATION PROVIDED IN CONNECTION THEREWITH, IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND; AND (c) HONDA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO HONDALINK®, THE CONNECTED VEHICLE SERVICES AND INFORMATION PROVIDED BY OR IN CONNECTION WITH HONDALINK® AND THE CONNECTED VEHICLE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. AS EXAMPLES, AND WITHOUT LIMITATION, HONDA DOES NOT GUARANTEE AND DISCLAIMS ANY WARRANTY REGARDING THE ACCURACY OF DATA PROVIDED BY THE CONNECTED VEHICLE SERVICES, SUCH AS NEWS, TRAFFIC, POINTS OF INTEREST, OR OTHER CONTENT PROVIDED BY HONDA, OUR AFFILIATES, OUR SERVICE PROVIDERS, INDEPENDENT PROVIDERS OR BY OR THROUGH THIRD-PARTY SERVICES; HONDA DOES NOT GUARANTEE AGAINST LOSS OF DATA, WHICH MAY BE LOST AT ANY TIME; AND HONDA DOES NOT GUARANTEE THAT THE CONNECTED VEHICLE SERVICES, INCLUDING THE HONDALINK® ASSIST SERVICES, WILL BE PROVIDED AT ALL TIMES OR THAT ANY OR ALL CONNECTED VEHICLE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR AT YOUR LOCATION. FOR EXAMPLE, CONNECTED VEHICLE SERVICES MAY BE UNAVAILABLE IN YOUR AREA OR LOCATION. We may pause or interrupt HondaLink® or any of the Connected Vehicle Services at any time, and you should expect periodic downtime for updates to HondaLink® and the Connected Vehicle Services. In addition, you understand that changes in third party technology or government regulation may render HondaLink® or any of the Connected Vehicle Services obsolete or unusable. No advice or information, whether oral or written, obtained by you from Honda, our affiliates, our service providers, an Independent Provider or through HondaLink®, any of the Connected Vehicle Services, or a third-party service will create any warranty. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL HONDA OR ITS AFFILIATES BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, FAILURE TO TRANSMIT OR RECEIVE ANY DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL

DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO THESE TERMS OR YOUR USE OF OR INABILITY TO USE HONDALINK®, THE CONNECTED VEHICLE SERVICES, OR INFORMATION ON HONDALINK® OR ANY OF THE CONNECTED VEHICLE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF HONDA OR ITS AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HONDA'S OR ANY OF ITS AFFILIATE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNT OF TEN DOLLARS (\$10.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME STATES AND JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF WARRANTIES OR OF LIABILITY FOR CERTAIN TYPES OF DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

**15. Indemnity.**

In consideration of Honda providing you access to and use of HondaLink® and the Connected Vehicle Services, to the maximum extent permitted by applicable law, you agree to indemnify Honda, and our affiliates, service providers, agents and licensors, against any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages, costs, expenses and attorneys' fees ("**Liabilities**") arising out of or related to (i) your failure to comply with these Terms or any applicable Connected Vehicle Terms; (ii) your access to, use of, failure to use, or inability to use HondaLink® or any of the Connected Vehicle Services; (iii) claims for libel, slander, or any property damage, personal injury or death, arising out of or related in any way directly or indirectly to your use of HondaLink® or the Connected Vehicle Services; (iv) any activities of anyone other than you in connection with any Connected Vehicle Services conducted through your account or with your user credentials or passwords; or (v) any of your other activities under or in connection with these Terms, HondaLink® or any of the Connected Vehicle Services (but excluding any Liabilities to the extent caused by our gross negligence or willful misconduct). We reserve the right to assume the sole control of the defense and settlement of any claim, action, suit or proceeding for which you are obliged to indemnify us. You will cooperate with us with respect to such defense and settlement.

**16. Arbitration.**

**Please read this arbitration provision carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a**

**neutral arbitrator instead of a judge or jury, and discovery is more limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration provision shall survive termination of these Terms.**

#### *Binding Arbitration*

This arbitration provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to HondaLink®, the Connected Vehicle Services, or these Terms (including the validity or invalidity and scope of the agreement to arbitrate) and your relationship with us. We will attempt to resolve any disputes or claims to your satisfaction and ours. If, however, a matter arises that cannot be resolved promptly between you and us, you agree that any dispute or claim arising out of or relating to HondaLink®, the Connected Vehicle Services, or these Terms and your relationship with Honda or any affiliate, including their respective employees, agents, contractors or service providers, (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) shall be resolved by binding arbitration, except that either of us may take claims to small claims court if they qualify for hearing by such a court. The obligation to arbitrate under this provision shall extend to any claims by you against any affiliate, officer, director, agent, employee, or contractor of Honda. This arbitration provision shall not apply to claims of patent, trademark, or copyright infringement or misappropriation of trade secrets.

#### *Arbitration Procedures*

If the parties are unable to resolve any dispute or claim through informal means, either party may initiate binding arbitration of such dispute or claim by sending notice demanding arbitration to the other party. Any demand for arbitration must be made within the shorter of the applicable statute of limitations or one year after the cause of action has accrued. The arbitration of any dispute or claim shall be administered by the American Arbitration Association (“AAA”) and shall be conducted before a single arbitrator pursuant to the applicable rules established by the AAA. The AAA rules and information about arbitration and fees are available online at [www.adr.org](http://www.adr.org). If the AAA shall be unavailable or decline to administer the arbitration, and the parties do not agree on a substitute, you and we agree that a substitute administrator or arbitrator shall be appointed by the court. You and we agree that these Terms evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act. Any arbitration shall be held in Los Angeles County, California, unless the AAA or the arbitrator shall determine that venue in such city is unreasonably burdensome, in which case the AAA or the arbitrator shall select a

venue that is not unreasonably burdensome to both you and us. The arbitration will be conducted in the English language. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce these Terms as a court would, except that the arbitrator shall have no authority to award punitive, exemplary or multiple damages. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

#### *Costs of Arbitration*

Arbitration fees shall be determined in accordance with the arbitration rules. Each party will bear the fees and expenses of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. However, a party may recover any or all fees and expenses from another party if the arbitrator, applying applicable law, so determines. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration even if such an award is otherwise available under applicable law.

#### *Class Action Waiver and Jury Waiver*

You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not on a class, mass, representative, or private attorney general basis. You and we further agree that no claims of other parties may be consolidated with your or our claims in the arbitration without both your and our consent. If for any reason a claim proceeds in court rather than through arbitration, you and we each waive any right to a jury trial.

If any part of this arbitration provision is later deemed invalid as a matter of law, then it shall be severed and the remaining portions of this provision shall remain in effect, with the exception that if a court or arbitrator determines in an action between you and us that the above class action waiver is unenforceable, then this arbitration provision will be void as to you.

### **17. Governing Law; Jurisdiction.**

These Terms and use or operation of HondaLink® and the Connected Vehicle Services are governed by the substantive laws of the State of California, U.S.A., without regard to its or any other jurisdiction's conflict of laws principles that would apply another law. The United Nations Convention for the International Sale of Goods is hereby disclaimed. If the arbitration provision is ever deemed unenforceable or void or not applicable to the specific claim, you irrevocably consent to the exclusive jurisdiction of the federal and state courts in Los Angeles

County, California, U.S.A., for purposes of any legal action arising out of or related to these Terms and use or operation of HondaLink® and the Connected Vehicle Services.

**18. Limited Third Party Beneficiaries.**

Honda's affiliates that are controlled by or under common control with Honda are intended third party beneficiaries of Sections 14 and 15, and all of Honda's disclaimers and limitations of liability in these Terms.

**19. Digital Millennium Copyright Act.**

We comply with the provisions of the Digital Millennium Copyright Act applicable to internet service providers (17 U.S.C. §512, as amended). If you have any complaints or objections to material hosted by HondaLink® or any of the Connected Vehicle Services, you may contact our Designated Agent at the following address:

American Honda Motor Co., Inc.

Attn: DMCA

1919 Torrance Boulevard

Torrance, CA 90501

Phone Number: 1-800-999-1009

Any notice alleging that materials hosted by or distributed through HondaLink® or any of the Connected Vehicle Services infringe intellectual property rights must include the following information: (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed; (b) a description of the copyrighted work or other intellectual property that you claim has been infringed; (c) a description of the material that you claim is infringing and where it is located on HondaLink® or the applicable Connected Vehicle Services; (d) your address, telephone number, and email address; (e) a statement by you that you have a good faith belief that the use of the materials on HondaLink® or any of the Connected Vehicle Services of which you are complaining is not authorized by the copyright owner, its agent, or the law; and (f) a statement by you that the above information in your notice is accurate and that, under penalty of perjury, you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

*Counter Notices*

If material that you have posted to HondaLink® or any of the Connected Vehicle Services has been removed or disabled, you may file a counter notice pursuant to 17 U.S.C. §512 (g). To be effective, the counter notice must be a written communication sent to the designated agent address listed above that includes the following: (i) a physical or electronic signature of the subscriber; (ii) identification of the material that has been removed or to which access has been disabled and the location at which the material appeared before it was removed or access to it was



disabled; (iii) a statement under penalty of perjury that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled; and (iv) your name, address, and telephone number, and a statement that you consent to the jurisdiction of Federal District Court for the judicial district in which the address is located or, if your address is outside of the United States, for any judicial district in which Honda may be found, and that you will accept service of process from the person who provided notification under subsection 17 U.S.C. §512 (c)(1)(C) or an agent of such person.

#### *Repeat Infringers*

It is our policy to terminate in appropriate circumstances the accounts of users that are repeat infringers or repeatedly violate these Terms.

#### **20. Force Majeure.**

In no event will we be liable for any failure to comply with these Terms to the extent that such failure arises from factors outside our reasonable control. Without limiting the foregoing, in the absence of our gross negligence or willful misconduct, we will not be liable for any damages arising from the acts of hackers or similar bad actors interfering with HondaLink® or any of the Connected Vehicle Services.

#### **21. Geography.**

We provide HondaLink® and the Connected Vehicle Services for use only by persons located in the United States. We make no claims that HondaLink® and the Connected Vehicle Services or any of their content is accessible or appropriate outside of the United States. Access to HondaLink® and the Connected Vehicle Services may not be legal by certain persons or in certain countries. If you access HondaLink® or any of the Connected Vehicle Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

#### **22. Suspension and Termination.**

You may terminate your use of HondaLink® and the Connected Vehicle Services at any time. In order to discontinue sending information related to HondaLink® and/or the Connected Vehicle Service(s) that you wish to terminate to Honda, our service providers and, if applicable, Independent Providers or any third-party services, you must affirmatively opt out of HondaLink® and/or the Connected Vehicle Service(s). Neither discontinuing use of HondaLink® or a Connected Vehicle Service, nor deleting a Mobile App from your Internet-enabled Device, is sufficient to stop information from being sent to Honda, our service providers and, if applicable, Independent Providers and third-party services. If you have questions about how to opt out of HondaLink® or any Connected Vehicle Services, please contact us at 1-800-999-1009. Please note that, even if you choose to opt out of

HondaLink® and all of the Connected Vehicle Services, some limited vehicle data may still be collected to improve vehicle quality and to deliver any services related to the Vehicle.

We reserve the right to suspend your account or access to HondaLink® and the Connected Vehicle Services at any time if we believe you are in breach of these Terms or any applicable Connected Vehicle Service Terms. We reserve the right to terminate these Terms or to cease to offer HondaLink® or any of the Connected Vehicle Services at any time on written notice to you, including by email or posting on the HondaLink® website, for any reason or no reason.

If your account is terminated for any reason or no reason, you agree: (a) to immediately stop using HondaLink® and the Connected Vehicle Services; (b) that the license and rights provided by us under these Terms shall end; and (c) that we shall not be liable to you, or any third party, for compensation, reimbursement, or damages in connection with your use of HondaLink® and the Connected Vehicle Services or for termination of access to your account.

Sections 1, 2, 6, 8, 9, and 11-23, any accrued obligations and remedies hereunder, and any other provisions that by their nature should reasonably survive, shall survive the termination of these Terms.

## **23. Miscellaneous Provisions.**

Except as otherwise expressly provided herein, these Terms set forth the entire agreement between Honda and you regarding its subject matter, and supersede all prior promises, agreements or representations, whether written or oral, regarding such subject matter. Your registration, these Terms and your rights and obligations hereunder are not assignable, or otherwise transferable or delegable, by you to any third party without our prior written consent in our sole discretion. Any purported assignment, transfer or delegation without such consent will be null and void. We may assign or otherwise transfer or delegate these Terms (including any rights or obligations hereunder), including to any purchaser of our business, from time-to-time in our sole discretion. These Terms will be binding upon and inure to the benefit of the parties' successors and permitted assigns. These Terms may be executed electronically, and your electronic assent or use of HondaLink® or any of the Connected Vehicle Services shall constitute execution of these Terms. You agree that the electronic text of these Terms constitutes a writing and your assent to the terms and conditions hereof constitutes a "signing" for all purposes. No delay or omission by us in exercising any of our rights occurring upon any noncompliance or default by you with respect to any of these Terms will impair any such right or be construed to be a waiver thereof, and a waiver by us of any of the covenants, conditions or agreements to be performed by you will not be construed to be a waiver of any succeeding breach thereof or of

any other covenant, condition or agreement herein. No waiver will be binding on us unless made in an express writing signed by us. Except as otherwise expressly provided herein, if any provision of these Terms is found to be invalid or unenforceable, then these Terms will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. As used herein and unless the intent is expressly otherwise in a specific instance, the terms “include,” “includes” or “including” shall not be limiting and “or” shall not be exclusive. Any section headings herein are for convenience only and do not form a part of, and will not be used in the interpretation of, the substantive provisions of these Terms. All rights that are not expressly granted under these Terms are reserved by Honda.  
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## EXHIBIT A

### American Honda Motor Co., Inc.

#### **Mobile Application End User License Agreement**

This Mobile Application End User License Agreement (this “**Agreement**”) is a legally binding agreement between you (“**you**” or “**your**”) and American Honda Motor Co., Inc. (“**Honda**”). This Agreement governs your use of each mobile application provided by or on behalf of Honda that you access or use in your Honda or Acura vehicle or on your mobile device (including all related documentation, the “**Application**”).

**IMPORTANT: THIS AGREEMENT CREATES A BINDING LEGAL AGREEMENT BETWEEN YOU AND HONDA AND INCLUDES AN ARBITRATION PROVISION UNDER WHICH CERTAIN CLAIMS MAY NOT BE BROUGHT IN COURT OR DECIDED BY A JURY. PLEASE READ THIS AGREEMENT CAREFULLY.**

By clicking the “**Accept**” button (or similarly labelled button), or downloading, installing or using the Application, you (a) acknowledge that you have read and understand this Agreement, and (b) accept this Agreement and agree that you are legally bound by its terms. If you do not agree with these terms, including the arbitration provision in **Section 7**, you may not download, install or use the Application, and you must immediately delete and permanently purge it from your device (if already downloaded).

Your use of the Application is subject to the below terms of this Agreement.

#### **1. License.**

Subject to your compliance with all of the terms of this Agreement, Honda hereby grants you a limited, revocable, non-exclusive, non-

transferable, non-sublicensable right to download, install and use one copy of the Application for the sole purpose of your personal non-commercial use on any mobile devices you own or control. This Agreement does not provide you with title to or ownership of the Application, but only a limited license to use the Application in accordance with the terms of this Agreement. All rights that are not expressly granted to you in this Agreement are retained by Honda and its licensors.

The term of this license shall commence upon your earlier download, installation or use of the Application and ends upon the earlier of: (a) you deleting and permanently purging all copies of the Application in your possession from any computer, mobile device or other medium on which you have stored or installed it; (b) your failure to comply with the terms of this Agreement; or (c) Honda terminating this license at any time, with or without notice, in its discretion, including if it ceases to support the Application. In the event this license terminates for any reason, then all rights and licenses granted to you hereunder shall terminate, you shall cease to use the Application, and you shall delete and permanently purge all copies of the Application from any computer, mobile device or other medium on which you have stored or installed it. The restrictions and terms in Sections 2 through 8 below shall survive termination of this license and Agreement.

## **2. Content and Services; Settings.**

The Application may provide you with access to one or more Honda websites, or products or services accessible thereon, or certain features, functionality or content accessible on or through the Application may be hosted on a Honda website or otherwise subject to the Terms & Conditions and any Privacy Policy that may govern such Honda website or such products or services (collectively, “**Content and Services**”).

Your access to and use of such Content and Services are governed by any such Terms & Service and Privacy Policy. Your access to and use of such Content and Services may require you to acknowledge your acceptance of the applicable Terms & Conditions and Privacy Policy and/or to register with a Honda website or otherwise with Honda, and your failure to do so may restrict you from accessing or using certain of the Application's features, functionality or content. Any violation of any applicable Terms & Conditions will also be deemed a violation of this Agreement.

By using the Application, you further agree that Honda may change, alter, or modify the settings or configurations on your device used to store or access the Application in order to allow for or optimize your use of the Application.

## **3. Restrictions on Use.**

You shall not, and shall not permit any third party, to: (i) modify or create any derivative work of the Application or any part of the Application; (ii) reverse engineer, decompile or disassemble the Application, in whole or in part; (iii) use the Application for any commercial purpose; (iv) distribute, rent, lease, lend, sell, license, assign, export, import, convey or otherwise grant rights to third parties with regard to the Application or any copies or any part of the Application; (v) make a copy (other than a backup copy) of the Application or any part of the Application (other than as expressly permitted herein); (vi) use or install the Application on a network or for on-line use; (vii) remove, modify or obscure any copyright, trademark, or other proprietary notice, author attributions, legal notices or other labels appearing within the Application; (viii) export or transport the Application into any country in violation of any U.S. or other export laws and regulations; or (ix) use the Application to develop or market any product, software or service that is functionally similar to or derivative of the Application, any of the Content and Services, or any other Honda product, software or service.

The Application may require an Internet connection to access or enable certain features of the Application, authenticate that you have a valid license to the Application, or perform other functions. If the device on which the Application is installed does not have Internet access and the Application does not have the necessary permissions to fully access such Internet access, then the Application or certain features of the Application may not operate or may cease to function properly, either in whole or in part.

The Application may include digital rights management controls and other technical measures to control access to the Application, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under this Agreement. Only an Application subject to a valid license can be used to download updates and access any Content and Services. You may not interfere with such access control measures or attempt to disable or circumvent such security features.

#### **4. Ownership and Proprietary Rights.**

Honda and its licensors are the sole owners of the Application and of all right, title and interest therein, including all copyright, trade secret, patent, trademark and other intellectual property rights in and to the Application, and including with respect to the Application code, algorithms, graphics, characters, and audiovisual elements that comprise or are displayed by the Application. The Application is protected by copyright and other intellectual property laws and treaties. The Application is licensed, not sold. You acknowledge and agree that any unauthorized use of the Application is a violation of this

Agreement as well as a violation of intellectual property laws, including copyright laws and trademark laws.

You represent and warrant to Honda that: (i) when downloading and registering this Application you have provided, and will continue to provide, information that is correct and current; (ii) your performance under this Agreement and use of the Application will comply with all applicable laws, rules and regulations (including export control, privacy and obscenity laws), domestic or foreign; (iii) you are not located in a 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; and (iv) that you are not listed on any U.S. Government list of prohibited or restricted parties.

**5. Information Collected by Honda.**

You acknowledge that when you download, install or use the Application, Honda may use automatic means (including, for example, cookies and web beacons) to collect information about your device and about your use of the Application. You also may be required to provide certain information about yourself as a condition to downloading, installing or using the Application or certain of its features or functionality, and the Application may provide you with opportunities to share information about yourself with others. All information Honda collects through or in connection with the Application is subject to the American Honda Privacy Policy, including the American Honda Vehicle Data Privacy Policy (collectively, the “**Honda Privacy Policies**”), which are incorporated into and made a part of this Agreement by this reference. You can access the current Honda Privacy Policies online at [www.honda.com](http://www.honda.com) or you may request a copy by calling us at 1-888-528-7876. By agreeing to the terms of this Agreement (including downloading, installing, using and providing information to or through the Application), you are accepting and agreeing to the Honda Privacy Policies, as each may be modified from time to time in accordance with its terms, including your consent to all actions taken by Honda with respect to your information in compliance with the Honda Privacy Policies.

**6. Disclaimer of Representations and Warranties; Limitation of Liability.**

The Application is provided “as is” and with all faults, and Honda makes no representation or warranty with respect to the performance or function of the Application or with respect to benefits you may attain from use of the Application. **Honda, to the full extent permitted by applicable law (some jurisdictions limit disclaimers of consumer warranties), hereby disclaims any and all representations and warranties, express or implied, by operation of law or otherwise, regarding or relating to the Application or any benefits you may**

attain from use of the Application, including any warranties of merchantability or fitness for a particular purpose, or of reliability or availability or that the Application will be uninterrupted or error free or that it will be interoperable with any other application or service.

To the maximum extent permitted by applicable law, none of Honda, its affiliates or its licensors will be liable for any special, incidental, indirect, consequential, exemplary, or punitive damages resulting from your use, misuse or possession of the Application, including from the malfunction of or inability to use the Application, including damages to property, computer failure, loss of revenue, profits or goodwill, unauthorized access to or alteration of, or loss of or damage to, your transmissions of data or any other matter relating to the information or content contained within or accessed through the Application, or personal injuries from any causes of action arising out of or related to this Agreement or the Application, whether resulting from breach of contract, tort or other legal liability whatsoever, even if Honda has been advised of the possibility of such damages. The maximum aggregate liability of Honda (including its affiliates) arising out or relating to this Agreement and your use and possession of the Application shall not exceed five dollars (\$5.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

You should contact Honda concerning any defects or performance issues in the Application using the contact information provided below. Honda will make reasonable efforts to respond to questions relating to the Application, but makes no representation or warranty that it will resolve all questions or that questions will be answered within a given time. Honda shall be under no obligation to provide any other support or maintenance services for the Application. The market or application store from where you downloaded the Application has no responsibility to provide support and maintenance for the Application or its installation, and all requests for any support and maintenance, and any complaints, with respect to the Application should be addressed to American Honda Motor Co., Inc., ATTN: In-Car Technology Support, 1919 Torrance Blvd., Mail Stop: CHI-5, Torrance, CA 90501 or by phone at 1-888-528-7876.

## **7. Arbitration.**

**Please read this arbitration provision carefully. It affects rights that you may otherwise have. It provides for resolution of most disputes through arbitration instead of court trials and class actions. Arbitration is more informal than a lawsuit in court, uses a neutral arbitrator instead of a judge or jury, and discovery is more**



**limited. Arbitration is final and binding and subject to only very limited review by a court. This arbitration provision shall survive termination of this Agreement.**

#### **Binding Arbitration**

This arbitration provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to the Application or this Agreement (including the validity or invalidity and scope of the agreement to arbitrate) and your relationship with us. We will attempt to resolve any disputes or claims to your satisfaction and ours. If, however, a matter arises that cannot be resolved promptly between you and us, you agree that any dispute or claim arising out of or relating to the Application or this Agreement and your relationship with Honda or any affiliate, including their respective employees, agents, contractors or service providers, (whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory) shall be resolved by binding arbitration, except that either of us may take claims to small claims court if they qualify for hearing by such a court. The obligation to arbitrate under this provision shall extend to any claims by you against any affiliate, officer, director, agent, employee, or contractor of Honda. This arbitration provision shall not apply to claims of patent, trademark, or copyright infringement or misappropriation of trade secrets.

#### **Arbitration Procedures**

If the parties are unable to resolve any dispute or claim through informal means, either party may initiate binding arbitration of such dispute or claim by sending notice demanding arbitration to the other party. Any demand for arbitration must be made within the shorter of the applicable statute of limitations or one year after the cause of action has accrued. The arbitration of any dispute or claim shall be administered by the American Arbitration Association (“AAA”) and shall be conducted before a single arbitrator pursuant to the applicable rules established by the AAA. The AAA rules and information about arbitration and fees are available online at [www.adr.org](http://www.adr.org). If the AAA shall be unavailable or decline to administer the arbitration, and the parties do not agree on a substitute, you and we agree that a substitute administrator or arbitrator shall be appointed by the court. You and we agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the U.S. Federal Arbitration Act. Any arbitration shall be held in Los Angeles County, California, unless the AAA or the arbitrator shall determine that venue in such city is unreasonably burdensome, in which case the AAA or the arbitrator shall select a venue that is not unreasonably burdensome to both you and us. The arbitration will be conducted in the English language. An arbitrator

may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief to the extent required to satisfy your individual claim, and must follow and enforce this Agreement as a court would, except that the arbitrator shall have no authority to award punitive, exemplary or multiple damages. Any arbitration shall be confidential, and neither you nor we may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction.

#### **Costs of Arbitration**

Arbitration fees shall be determined in accordance with the arbitration rules. Each party will bear the fees and expenses of its own attorneys, experts, witnesses and preparation and presentation of evidence at the arbitration. However, a party may recover any or all fees and expenses from another party if the arbitrator, applying applicable law, so determines. Except for claims determined to be frivolous, we agree not to seek an award of attorneys' fees in arbitration even if such an award is otherwise available under applicable law.

#### **Class Action Waiver and Jury Waiver**

You and we each agree that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not on a class, mass, representative, or private attorney general basis. You and we further agree that no claims of other parties may be consolidated with your or our claims in the arbitration without both your and our consent. If for any reason a claim proceeds in court rather than through arbitration, you and we each waive any right to a jury trial.

If any part of this arbitration provision is later deemed invalid as a matter of law, then it shall be severed and the remaining portions of this provision shall remain in effect, with the exception that if a court or arbitrator determines in an action between you and us that the above class action waiver is unenforceable, then this arbitration provision will be void as to you.

#### **8. Governing Law; Jurisdiction.**

This Agreement and use or operation of the Application are governed by the substantive laws of the State of California, U.S.A., without regard to its or any other jurisdiction's conflict of laws principles that would apply another law. The United Nations Convention for the International Sale of Goods is hereby disclaimed. If the arbitration provision is ever deemed unenforceable or void or not applicable to the specific claim, you irrevocably consent to the exclusive jurisdiction of the federal and state courts in Los Angeles County, California, U.S.A., for purposes of any legal action arising out of or related to this Agreement or the Application.

## **9. Miscellaneous.**

- . You may not assign, sublicense, or transfer this Agreement or any of your licenses, rights, or obligations under this Agreement without the written consent of Honda (in its sole discretion). Honda may freely assign this Agreement, in whole or part, including to an affiliate, or to an acquirer of or successor to the Application or Honda's business or assets related thereto. Any assignment, sublicense, or transfer by you in violation of this subsection shall be void and without force or effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party's permitted successors and assigns.
- a. Honda may from time to time in its sole discretion develop and provide Application updates, which may include new versions, upgrades, bug fixes, patches and other error corrections and/or new features (collectively, including related documentation, "**Updates**"). Updates may also modify or delete in their entirety certain features and functionality. You agree that Honda has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality. Based on your mobile device settings, when your device is connected to the Internet either: (1) the Application will automatically download and install all available Updates; or (2) you may receive notice of or be prompted to download and install available Updates. You shall promptly download and install all Updates and acknowledge and agree that the Application or portions thereof may not properly operate should you fail to do so. You further agree that all Updates will be deemed part of the "Application" and be subject to all the terms of this Agreement unless they are subject to a different Honda license agreement. Honda reserves the right to discontinue any Content and Services and to discontinue supporting the Application or its network, in whole or in part.
- b. You acknowledge that the Application may be subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that may apply to the Application, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and any other applicable governments. The information provided in connection with the Application is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject Honda to any registration requirement within such jurisdiction or country. This Application is controlled by Honda from its offices within the United States of America and Honda makes no representation that the

Application, or any of the Content and Services, are appropriate or available for use in other locations. Those who choose to access the Application from other locations do so on their own initiative and risk and are responsible for compliance with local laws regarding online conduct and acceptable content, if and to the extent local laws are applicable.

- c. Any delay or failure on the part of Honda to exercise or enforce any rights under this Agreement to which it may be entitled shall not, in any event, be construed as a waiver of the right and privilege to do so at any subsequent time. Any waiver by Honda must be in writing to be enforceable, and then shall not apply to any other time, right or privilege. You irrevocably agree that you waive any and all rights to injunctive or other equitable relief.
- d. This Agreement is the complete and exclusive agreement between you and Honda regarding the Application and your license to the Application and it supersedes and renders null and void any and all prior agreements, understandings, representations, conditions, and other communications between Honda and you with respect thereto. If any provision of this Agreement is held to be void, invalid, unenforceable or illegal, it shall be severed to the minimum extent required for the other provisions to continue in full force and effect, except as otherwise provided herein. The Agreement may be modified from time-to-time by Honda at the same time when the Application is Upgraded and your continued use of the Application after such Upgrade means that you have agreed to accept any changes or modifications made by Honda to this Agreement. Otherwise, this Agreement may only be modified by a writing signed by Honda. All section headings contained in this Agreement are for convenience of reference only, do not form a part of this Agreement and are not to be considered in construing or interpreting this Agreement.
- e. This Agreement constitutes a valid and binding agreement between Honda and you, as a user, for the use of the Application. You hereby agree and acknowledge that this Agreement covers all your use of the Application, whether it be from this installation or from any other device or medium where the Application has been installed, by you or by third parties. Furthermore, by installing and continuing to use the Application you agree to be bound by the terms of this Agreement and any new versions hereof.
- f. You agree that Honda's licensors are third-party beneficiaries of this Agreement, with the right to enforce relevant provisions relating to their intellectual property.

- g. The Application is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Application as are granted to all other end users under this Agreement, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

**10. Terms Applicable if Accessing the Application Through an Apple Device.**

If you are accessing or using the Application through an Apple device, the following additional terms are applicable to you and are incorporated into the Agreement by this reference:

- . To the extent that you are accessing the Application through an Apple device, you acknowledge that this Agreement is entered into between you and Honda, and that Apple, Inc. (“**Apple**”) is not a party to this Agreement other than as third party beneficiary as contemplated by Section 10(i) of this Agreement below. You acknowledge that Honda, and not Apple, is responsible for providing the Application and content thereof.
- a. The license to the Application granted in Section 1 of this Agreement is further limited to installing and using the Application only on an iPhone or iPad that you own or control and as permitted by the Usage Rules set forth in the Application Store Terms of Service (see [www.apple.com/legal/itunes/us/terms.html](http://www.apple.com/legal/itunes/us/terms.html)). For purposes of clarity, the license granted to you in Section 1 of this Agreement is non-transferable.
- b. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Application. To the extent that there are any such maintenance or support obligations under applicable law or the terms of this Agreement, Honda is solely responsible.
- c. In the event of any failure of the Application to conform to any applicable warranty (none of which is granted under this Agreement), you may notify Apple, and Apple will refund the purchase price for the Application to you (if any); and that, to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Application and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty (if any after giving effect to the disclaimers of

warranties and limitations of liability in this Agreement) will be Honda's sole responsibility.

- d. Notwithstanding anything to the contrary herein, and subject to the terms in this Agreement, you acknowledge that, solely as between Apple and Honda, Honda, and not Apple, is responsible for addressing any claims you or any third party may have relating to the Application, or your possession and/or use thereof, including: (i) product liability claims; (ii) any claim that the Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. This Agreement does not limit Honda's liability to you beyond what is permitted by applicable law.
- e. You agree that in the event of a third party claim that the Application or your possession and use of the Application infringes on a third party's intellectual property rights, Honda (and not Apple) will be solely responsible for any investigation, defense, settlement and discharge of any such intellectual property infringement claims.
- f. If you have any questions, complaint or claims with respect to the Application they should be directed to American Honda Motor Co., Inc., ATTN: In-Car Technology Support, 1919 Torrance Blvd., Mail Stop: CHI-5, Torrance, CA 90501 or by phone at 1-888-528-7876.
- g. You agree to comply with applicable third party terms of agreement when using the Application.
- h. You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon your acceptance of the terms of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third party beneficiary thereof.