

**APPLICABLE TO THE FOLLOWING ACURA MODELS:
2023 and newer Integra**

**AcuraLink® Subscription Services
Terms of Use**

Effective as of April 6, 2023

Welcome to the **AcuraLink® subscription-based** connected vehicle services (the “**Subscription Services**”), a Connected Vehicle Service offered through AcuraLink. These AcuraLink Subscription Services Terms of Use (these “**Terms**”) are a supplement to the general AcuraLink Terms and Conditions that you accepted when you activated, received, used or otherwise accessed any of the services available through AcuraLink. The current version of the AcuraLink Terms and Conditions is available at <https://mygarage.honda.com/s/acuralink-marketing> (the “**AcuraLink T&Cs**”). Capitalized terms used in these Terms, but not defined in these Terms, shall have the meanings assigned to them in the AcuraLink T&Cs. In the event these Terms contradict the AcuraLink T&Cs, these Terms shall control regarding your use of the Subscription Services.

These Terms, the AcuraLink T&Cs, the American Honda Privacy Notice, and the American Honda Vehicle Data Privacy Notice (collectively, the “**Agreement**”), define the full agreement between you (“**you**” and “**your**”) and American Honda Motor Co., Inc. (“**Acura**”, “**we**”, “**our**”, or “**us**”) with respect to your use of the Subscription Services as part of a subscription package, whether in a trial or paid subscription (each, a “**Subscription Package**”). These Terms apply to all users of the Subscription Services, including users who are enrolled as Primary Drivers, Secondary Drivers and Guest Drivers (as designated during the subscription process); however, different types of users have access to different features and account administration functions.

SUBJECT TO APPLICABLE LAW, YOU AGREE TO THESE TERMS WHEN YOU ENROLL IN A SUBSCRIPTION PACKAGE AND ACCEPT THESE TERMS ELECTRONICALLY VIA THE ACURALINK MOBILE APPLICATION (THE “ACURALINK APP”). IF YOU ACCEPT THESE TERMS, YOU ARE BOUND BY THE AGREEMENT, INCLUDING THESE TERMS, AND ANY LATER CHANGES OR AMENDMENTS TO IT. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCEPT THESE TERMS.

PRIVACY DISCLOSURE: Collection, use and disclosure of information about you or your Vehicle, including GPS location data, is essential for us to provide the Subscription Services to you. In addition to these Terms and the American Honda Privacy Notice, the American Honda Vehicle Data Privacy Notice governs how we collect, maintain, use, and disclose your personal information to ensure that your personal information is protected appropriately and that your privacy is respected. BY RECEIVING, ACCESSING, USING OR ENROLLING IN SUBSCRIPTION SERVICES, YOU CONSENT ON BEHALF OF YOU AND ALL OCCUPANTS IN YOUR VEHICLE TO THE COLLECTION, TRANSMISSION, STORAGE, USE, AND DISCLOSURE OF YOUR DATA IN ACCORDANCE WITH THE AMERICAN HONDA VEHICLE DATA PRIVACY NOTICE. YOU ALSO CONSENT ON BEHALF OF YOU AND ALL OCCUPANTS IN YOUR VEHICLE TO WIRELESS COMMUNICATION BEING CONDUCTED IN YOUR VEHICLE TO ENABLE US AND OUR SERVICE PROVIDERS TO DELIVER SUBSCRIPTION SERVICES TO YOU OR OTHER OCCUPANTS IN YOUR VEHICLE. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO ADVISE ALL OCCUPANTS OF YOUR VEHICLE (INCLUDING OTHER DRIVERS AND

OCCUPANTS WHO MAY BE IN THE VEHICLE WITHOUT YOU) HOW DATA RELATED TO THEIR USE OF YOUR VEHICLE MAY BE COLLECTED, TRANSMITTED, STORED, USED AND DISCLOSED.

1. SERVICE REQUIREMENTS AND SERVICE PROVIDERS.

A. Service Requirements. To receive any Subscription Services, you must have an active AcuraLink account and your Vehicle must be equipped with an authorized AcuraLink embedded communication system (the “**AcuraLink Embedded System**”), which is the in-vehicle equipment, including hardware and software, used to provide the Subscription Services to your Vehicle. Deactivation of your AcuraLink account will terminate your access to all Subscription Services.

B. Service Providers. Acura may interact with and/or engage one or more third party providers as necessary to provide the Subscription Services. Those third party providers include any individual or entity who provides any service, equipment, or facilities in connection with the Subscription Services or the AcuraLink Embedded System, including, but not limited to, wireless service providers, underlying wireless carriers, content suppliers, licensors, automakers, distributors and dealers. Such third party providers are referred to in these Terms as “**Service Provider(s)**”. Any transaction with anyone but us that you carry out using Subscription Services, and any use that you make of any information received from or through any Subscription Services, is entirely your responsibility. You act at your own risk.

2. SERVICE AVAILABILITY, DURATION AND PAYMENT TERMS.

This Section 2 applies only to users of the Subscription Services who are Primary Drivers.

A. Service Availability. Not all Subscription Services are available for all Vehicles; at the time that you enroll in a Subscription Package, you will be presented with and must accept the Subscription Services terms applicable to your Vehicle model and year, which may be different from the terms that apply to other vehicle models and years. Please visit <https://mygarage.honda.com/s/acuralink-marketing> for information about available Subscription Services for your Vehicle and to access information regarding which Subscription Services apply to different models and years.

B. Trial Subscriptions. Your Vehicle comes with a trial subscription package. The trial period for your initial AcuraLink Subscription Package commences when you enroll, which must be within twelve (12) months from the original date you purchased or leased your Vehicle and runs through the applicable trial period for such subscription package (“**Trial Subscription Period**”). Please visit <https://mygarage.honda.com/s/acuralink-marketing> for information about the available Subscription Package for your Vehicle and the applicable trial period, if any.

C. Paid Subscriptions; Fees and Billing. Expiration dates and subscription fees for your Subscription Package are set forth in your account information page on the AcuraLink App or at <https://mygarage.honda.com/s/acuralink-marketing>. After the expiration of any applicable trial period, a paid subscription in the applicable Subscription Package is required to receive the Subscription Services associated with such Subscription Package. The price of your Subscription Package may change over time, and we will charge you the rates in effect at the time of each purchase or renewal of a Subscription Package. To purchase a subscription for a Subscription Package, you must provide your payment account information (credit card number, CVV, and

expiration date). You agree to provide us (or our designated third party payment provider) with accurate and valid payment account information and to update your account in the event any information provided becomes invalid or incomplete. By providing payment account information to us, you represent that you are an authorized user of such payment account.

You may have the opportunity to purchase a paid Subscription Package with a finite term or with automatic renewals. If you purchase a paid Subscription Package with a finite term, your Subscription Package will terminate at the expiration of the term unless you purchase a new Subscription Package before the expiration of your current Subscription Package. If you purchase a paid Subscription Package that automatically renews, the following terms apply:

IF YOU PURCHASE A SUBSCRIPTION PACKAGE THAT AUTOMATICALLY RENEWS, UPON EXPIRATION OF YOUR SUBSCRIPTION PACKAGE'S PAID TERM, THAT SUBSCRIPTION PACKAGE WILL AUTOMATICALLY RENEW AT THE BILLING INTERVAL YOU HAVE SELECTED. UNLESS SUCH SUBSCRIPTION PACKAGE IS CANCELLED BY YOU ACCORDING TO THE TERMS SET FORTH IN SECTION 3(A) OR BY ACURA AS ALLOWED BY THESE TERMS, YOU HEREBY AUTHORIZE US (OR OUR DESIGNATED THIRD PARTY PAYMENT PROVIDER) TO CHARGE TO YOUR CREDIT CARD ON FILE, OR A SUBSTITUTE ACCOUNT PROVIDED BY YOU OR YOUR CARD ISSUER, ON EACH SUBSCRIPTION RENEWAL DATE AT THE BILLING INTERVALS YOU HAVE SELECTED, THE THEN CURRENT SUBSCRIPTION RATE FOR YOUR RENEWING SUBSCRIPTION PACKAGE, PLUS ANY APPLICABLE TAXES, GOVERNMENTAL FEES AND SURCHARGES, FOR THE DURATION OF THE APPLICABLE SUBSCRIPTION SERVICES AS DESCRIBED IN SECTION 3(A).

IN ADDITION TO THE FEES FOR A SUBSCRIPTION PACKAGE, YOU MAY INCUR CHARGES TO SERVICE PROVIDERS WHO FURNISH SERVICES TO YOU THAT ARE NOT EXPRESSLY COVERED BY YOUR SUBSCRIPTION PACKAGE. YOU ARE RESPONSIBLE FOR PAYING THESE CHARGES DIRECTLY TO THE APPLICABLE SERVICE PROVIDER.

D. Your Payment Obligations. Your payment responsibilities are dictated by the billing structure that you choose for your Subscription Package. Payment must be made in U.S. Dollars and is due in advance. You must always pay on time and (unless the law provides otherwise) in full. You are responsible for paying directly to all Service Providers all charges for services furnished by them that are not expressly covered by your Subscription Package. If your credit card provider refuses a charge, we can terminate or suspend the Subscription Services applicable to your Subscription Package. If you object to any fees or charges for services billed by or through us, you must tell us in writing within sixty (60) calendar days after the fee or charge is incurred (unless the law does not allow a limit or the law requires a longer period) OR YOU WILL AUTOMATICALLY WAIVE THE DISPUTE.

E. Taxes and Government Charges. You promise to pay all taxes, government fees, and surcharges charged to you by us. We may not tell you in advance of changes to these items. We may charge additional fees related to our costs (or the costs of our Service Providers) to comply with government regulations.

3. CANCELLATION.

Sections A-C apply only to users of the Subscription Services who are Primary Drivers and **Section D** applies only to users who are Secondary Drivers or Guest Drivers.

A. Your Cancellation Rights. You may cancel your Subscription Package at any time as described in this section.

For trial subscriptions, you may cancel at any time during the Trial Subscription Period and we will cancel your Subscription Package immediately.

For a monthly paid subscription, if you cancel within seven (7) calendar days of purchasing your first paid Subscription Package, we will cancel your Subscription Package immediately and refund you all fees for the cancelled Subscription Package.

For an annual paid subscription, if you cancel within thirty (30) calendar days of purchasing your first paid Subscription Package, we will cancel your Subscription Package immediately and refund you all fees for the cancelled Subscription Package.

If you cancel a paid Subscription Package at any other time, we will cancel your Subscription Package immediately and issue you a pro-rated refund.

To cancel your Subscription Package, you may call AcuraLink Client Support at 888-528-7876, or cancel online via the AcuraLink App or the MyGarage website (log in and navigate to “My Subscriptions”), or use any other method required by law.

You must notify us promptly if you sell or otherwise transfer your Vehicle, its lease ends, or it is destroyed by casualty. If you fail to notify us that you have transferred the Vehicle, you will remain liable to us for any Subscription Services usage charges and you will indemnify, hold harmless and defend us against any action by the new owner relating to the Subscription Services, including but not limited to our use of the new owner’s vehicle information in providing the Subscription Services.

B. Our Cancellation and Suspension Rights. We may cancel your Subscription Package and the related Subscription Services without cause, in which case, we will give you notice at least thirty (30) days prior to the effective date of cancellation after which your account will be deactivated and your access to such Subscription Services will terminate. This means that we can decide to cease providing the Subscription Services to you at any time and for any reason, even for reasons unrelated to you or your account with us. We may also terminate your access to the Subscription Services without prior notice if your Vehicle, the AcuraLink Embedded System, or other equipment attached to your Vehicle operates in a manner that creates a nuisance to us or any Service Provider. In any of these aforementioned cases, we will refund any amounts you have paid in advance for the Subscription Services (other than any payment that was included in the purchase or lease price of your Vehicle), but not for the AcuraLink Embedded System. Additionally, we may cancel your Subscription Package and the related Subscription Services without prior notice to you if we have received information that reasonably establishes you are no longer the owner/lessee of your Vehicle (e.g., copy of bill of sale identifying new owner/lessee,

successful completion of takeover process by new primary driver) and, in such case, we will not refund any prepaid amounts to you unless you notify us as provided in Section 3(A) above.

Also, we may cancel your Subscription Package and the related Subscription Services without prior notice to you for any good cause. This means, for example, we can cancel your Subscription Package and the related Subscription Services immediately if you breach any part of this Agreement, do not pay amounts that are due, interfere with our efforts to provide service, interfere with our business, or if your Subscription Services or wireless phone number is used for illegal or improper purposes. You do not have any right to have Subscription Services reactivated, even if you cure any of these problems. Whether to allow you to have access to the Subscription Services again will be entirely up to us. In the event we cancel your Subscription Package and the related Subscription Services for good cause, we will not refund any prepaid or unused portions of your services fees.

We can suspend your Subscription Services for any reason that we could cancel your Subscription Services. We can also suspend your Subscription Services for network or system maintenance or improvement, or if there is network congestion, or if we suspect your Subscription Services are being used for any purpose that would allow us to cancel it.

C. SPECIAL NOTICE FOR VEHICLES WITH 4G WIRELESS TECHNOLOGY. MANY CONNECTED SERVICES SYSTEMS UTILIZE 4G WIRELESS TECHNOLOGY. IT IS ESTIMATED THAT OUR CELLULAR CARRIER MAY DISCONTINUE SUPPORT OF 4G WIRELESS TECHNOLOGY BY 2028. ONCE 4G WIRELESS TECHNOLOGY IS DISCONTINUED, YOUR VEHICLE'S ACURALINK EMBEDDED SYSTEM, IF UTILIZING 4G WIRELESS TECHNOLOGY, WILL BE UNABLE TO CONNECT TO THE SUBSCRIPTION SERVICES AND YOUR VEHICLE MAY NOT BE UPDATED TO SUPPORT OTHER WIRELESS TECHNOLOGIES. IF YOUR VEHICLE BECOMES UNABLE TO CONNECT TO THE SUBSCRIPTION SERVICES DUE TO OBSOLESCENCE OF YOUR WIRELESS TECHNOLOGY, WE MAY BE FORCED TO CANCEL YOUR SUBSCRIPTION PACKAGE.

D. Secondary and Guest Drivers. If you receive the Subscription Services as a Secondary Driver or Guest Driver, your use of the Subscription Services will terminate if any of the following events occur: (i) the Primary Driver who added you to their Subscription Package removes you; (ii) the Primary Driver cancels the Subscription Package; (iii) Acura cancels the Subscription Package; (iv) Acura terminates your access to the Subscription Services pursuant to Section 3(B) or Section 3(C); or (v) the Primary Driver ceases to be the Primary Driver of the Vehicle for any reason.

4. TRANSFERRING, REACTIVATING OR CHANGING YOUR SERVICE. Unless we agree otherwise, you cannot transfer the Subscription Package to another vehicle or another person. If you terminate your ownership interest in the Vehicle, you may call us at 888-528-7876 to deactivate the Subscription Services related to your Subscription Package, or you may cancel online via the AcuraLink App or the MyGarage website (log in and navigate to "My Subscriptions"), or use any other method required by law. You may cancel, change or reactivate your Subscription Package as provided elsewhere in this Agreement; however, we will only accept such requests directly from you. If we do any of these things, you agree to pay any charges associated with these requests.

5. CHANGES TO THESE TERMS. We can modify or amend these Terms at any time in our sole discretion (unless otherwise prohibited by law). We will provide notice of such changes by publishing a revised version of these Terms on the AcuraLink App and at <https://mygarage.honda.com/s/acuralink-marketing>. This includes changing any or all of these Terms, even the prices and services provided. If any such change materially affects your rights under the Agreement, or negatively impacts your Subscription Services or Subscription Package in a material way, or results in higher fees being charged to you by Acura, we will provide you with notice of such change in writing, which may include by electronic mail. AFTER RECEIVING NOTICE OF A CHANGE THAT MATERIALLY AFFECTS YOUR RIGHTS UNDER THE AGREEMENT, NEGATIVELY IMPACTS YOUR SUBSCRIPTION SERVICES OR SUBSCRIPTION PACKAGE IN A MATERIAL WAY, OR RESULTS IN HIGHER FEES BEING CHARGED TO YOU, YOU MAY CANCEL YOUR SUBSCRIPTION PACKAGE OR AGREE TO THE CHANGE. IF YOU DO NOT CANCEL YOUR SUBSCRIPTION PACKAGE WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF THE NOTICE, THEN YOU WILL BE AGREEING TO THE CHANGE AND IT WILL AUTOMATICALLY BECOME PART OF THE AGREEMENT AND YOU AGREE THAT WE MAY USE ANY CREDIT CARD OF YOURS THAT WE HAVE ON FILE FOR PAYMENT OF SUCH CHARGES. You can obtain a copy of the current Agreement, including these Terms, on the AcuraLink App, online at <https://mygarage.honda.com/s/acuralink-marketing>, or by calling us at 888-528-7876.

6. SERVICE AND SYSTEM LIMITATIONS.

A. Availability. Subscription Services for your Vehicle are only available in the continental United States and, subject to roaming policies and services in place from the underlying wireless carrier, Canada and Puerto Rico. Access to Subscription Services, including third party responder services, may be limited when outside the United States. Subscription Services work using wireless communication networks and the Global Positioning System (“GPS”) satellite network. NOT ALL SUBSCRIPTION SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL VEHICLES, AT ALL TIMES. The area where you are driving may affect the type or quality of service that we can provide to you, including, but not limited to, routing service. Additionally, some features of the Subscription Services may not be fully available if the GPS system or wireless service is not available or working for any reason. Certain programming limitations of the GPS system may impair our ability to determine your Vehicle’s precise location.

B. Vehicle and Equipment. The Subscription Services are provided using an embedded telematics device installed in your Vehicle which receives GPS signals and communicates via wireless communication networks. YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE ACURALINK EMBEDDED SYSTEM TO OPERATE. Subscription Services may not work if your AcuraLink Embedded System is not properly installed (by someone we have authorized) or maintained. If seven or more days have elapsed since your Vehicle’s last ignition cycle, some Subscription Services features may not be available until the Vehicle is started.

C. Maps and Navigation. The routing data that we provide to you is based on periodically updated map information from our Service Providers, but may be inaccurate or incomplete. Our mapping Service Provider requires that we inform you that by using Google Maps, you are subject to the Google Maps/Google Earth Additional Terms of Service, which may be found here:

https://www.google.com/intl/en-US_US/help/terms_maps.html, including the Google Privacy Policy found here: <https://www.google.com/intl/ALL/policies/privacy/index.html>. Some Subscription Services are limited to geographic areas where map data is available in our databases or based on the information provided by Service Providers.

D. Circumstances Outside Our Control. Acura is not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions or is caused by forces beyond our reasonable control. Examples include road, environmental or geographic conditions, crash damage to your Vehicle, public utility electrical failure, acts of war, acts of nature, government actions, terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment or technology failures.

7. SPECIAL NOTICES.

A. Software, Hardware and Equipment Updates. The Subscription Services involve software that we may need to modify or otherwise update from time to time to upgrade the system operating software, fix defects or provide updated security. We may do this remotely from time to time without notifying you first; in certain cases, we may but are not required to request your consent prior to installing an update, and this consent may be provided by any authorized user of the Vehicle on behalf of you and all other authorized users. In some limited cases, such update may affect or erase existing preferences or other data you have stored on the AcuraLink Embedded System in your Vehicle, and you understand and agree that any such updates may have these impacts. While we will try to minimize any impacts of a software update, we cannot guarantee that you will not be affected and we are not responsible for any lost data. You do not own the AcuraLink software or acquire any rights to use or modify the AcuraLink software on your own. Your Vehicle's systems also involve software that Acura may need to modify or otherwise update from time to time. You agree to the installation of these remote software updates without your further consent and authorize us to install them without any notice to you.

B. Telecommunications/GPS Changes. If the telecommunications technology or GPS technology used by your AcuraLink Embedded System changes in a way that results in incompatibility of those technologies with your AcuraLink Embedded System, then your AcuraLink Embedded System will not work and we may be forced to cancel your Subscription Package. If that happens, we will notify you of the effective date of cancellation and describe Acura's and your respective rights and obligations.

C. AcuraLink Wireless Carrier. As a condition to providing wireless service, the AcuraLink wireless carrier requires that you agree to the following terms:

(i) YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH THE WIRELESS CARRIER AND YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ACURA AND THE WIRELESS CARRIER. YOU UNDERSTAND AND AGREE THAT, UNDER THESE TERMS, THE WIRELESS CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU.

(ii) YOU AGREE TO INDEMNIFY AND HOLD HARMLESS THE WIRELESS CARRIER AND ITS OFFICERS, EMPLOYEES, AND AGENTS AGAINST ANY AND ALL CLAIMS, INCLUDING WITHOUT LIMITATION CLAIMS FOR LIBEL, SLANDER, OR ANY

PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING IN ANY WAY, DIRECTLY OR INDIRECTLY, IN CONNECTION WITH THESE TERMS OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE SUBSCRIPTION SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE WIRELESS CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF YOUR SUBSCRIPTION PACKAGE.

(iii) YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO THE ACURALINK EMBEDDED SYSTEM IN YOUR VEHICLE, AND YOU UNDERSTAND THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME.

(iv) YOU UNDERSTAND AND AGREE THAT NEITHER ACURA NOR THE WIRELESS CARRIER CAN GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND NEITHER ACURA NOR THE WIRELESS CARRIER WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SUBSCRIPTION SERVICES.

(v) THE SUBSCRIPTION SERVICES PROVIDED HEREUNDER ARE FOR YOUR USE ONLY AND YOU MAY NOT RESELL THE SUBSCRIPTION SERVICES TO ANY OTHER INDIVIDUAL OR ENTITY.

(vi) YOU UNDERSTAND AND AGREE THAT THE WIRELESS CARRIER DOES NOT GUARANTEE YOU OR ANY OTHER PERSON UNINTERRUPTED SERVICE OR COVERAGE. THE WIRELESS CARRIER DOES NOT WARRANT THAT YOU OR ANY OTHER PERSON CAN OR WILL BE LOCATED USING THE SUBSCRIPTION SERVICES. THE WIRELESS CARRIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL BE LIABLE, WHETHER OR NOT DUE TO ITS OWN NEGLIGENCE, FOR ANY: (A) ACT OR OMISSION OF A THIRD PARTY INCLUDING, BUT NOT LIMITED TO, INTENTIONAL OR NEGLIGENT ACTS OF THIRD PARTIES THAT DAMAGE OR IMPAIR THE NETWORK OR DISRUPT SERVICE; (B) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, FAILURES TO TRANSMIT, DELAYS, OR DEFECTS IN THE SERVICES PROVIDED BY OR THROUGH THE WIRELESS CARRIER; (C) DAMAGE OR INJURY CAUSED BY SUSPENSION OR TERMINATION BY THE WIRELESS CARRIER; OR (D) DAMAGE OR INJURY CAUSED BY A FAILURE OR DELAY IN CONNECTING A CALL TO ANY ENTITY. TO THE FULL EXTENT ALLOWED BY LAW, YOU RELEASE, INDEMNIFY AND HOLD HARMLESS THE WIRELESS CARRIER FROM AND AGAINST ANY AND ALL CLAIMS OF ANY INDIVIDUAL OR ENTITY FOR DAMAGES OF ANY NATURE ARISING IN ANY WAY FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, SUBSCRIPTION SERVICES PROVIDED BY THE WIRELESS CARRIER OR ANY PERSON'S USE THEREOF, INCLUDING CLAIMS ARISING IN WHOLE OR IN PART FROM THE ALLEGED NEGLIGENCE OF THE WIRELESS CARRIER.

8. SPECIAL INFORMATION AND AGREEMENTS ABOUT CERTAIN SERVICES

Not all Subscriptions Services are available for all Vehicle models. To learn what Subscriptions Services are available for your Vehicle please visit <https://mygarage.honda.com/s/acuralink-marketing>, select the "Check Vehicle

Compatibility” button, and provide your vehicle information.

A. Stolen Vehicle Locator; Vehicle Immobilization. If your Vehicle is stolen, we can try to locate it and, if the Vehicle Immobilization feature is available for your Vehicle, use this feature to completely turn off the engine once your Vehicle has been stopped. Before we try to locate your Vehicle, you'll need to file a stolen vehicle police report with the local authorities and be able to verify your identity to us. We will ask for information about the police report you filed and verify with the local authorities that they are treating the Vehicle as stolen. For your safety and the safety of others, we will only provide location information about stolen vehicles to the police. We will try to locate your Vehicle for ten (10) calendar days from the time you first report it stolen, and we cannot guarantee that we will find it. You may request one additional ten (10) day extension to locate your Vehicle. We also are not required to try to find your Vehicle for the purpose of locating a person. We will not provide stolen vehicle location service for your Vehicle to an unauthorized third party, which means anyone other than you or an authorized user of legal age listed on your account, a government entity pursuant to a valid court order or other official governmental action, or one of our affiliates in connection with enforcement of an agreement related to the leasing or financing of your Vehicle.

B. Geofence and Speed Alerts. Upon the activation of an active Geofence Alert setting, location data will be transmitted on a periodic basis continually from your Vehicle until the Geofence Alert setting is turned off or for six months, whichever comes first. You will only receive notifications in the event that the Vehicle exceeds the Geofence Alert parameters during the date and times indicated in your choice of alert settings. Alert notifications are sent once per Geofence Alert parameter setting per ignition cycle. Location data received by us during an active Geofence Alert setting period, but outside your notification windows, will be promptly discarded. Speed alert notifications are sent once per speed setting per ignition cycle. You understand that your use of this Subscription Service allows you to remotely monitor information about your Vehicle's location and operation, even if someone other than you is driving or occupying your Vehicle. You agree to adhere to the terms of this Agreement regarding informing other users and occupants of your Vehicle about the Subscription Services and system features and limitations.

C. Vehicle Location Services. It is your responsibility prior to activating Find My Car or Vehicle Locator to ensure that doing so will not violate any regulation, ordinance, or other law applicable to the location of your Vehicle at time of activation. **You understand that any person who can access this service for your Vehicle will be able to identify where your Vehicle is located.**

D. Remote Start. It is your responsibility prior to activating Remote Start to ensure that your Vehicle is in a location where it is safe to do so, and you expressly acknowledge that starting your Vehicle in an enclosed space or an open space with limited ventilation risks carbon monoxide poisoning, which could result in serious injury or death of you or others, and assume all risks and liabilities associated with activating Remote Start. In addition, you are responsible for using Remote Start in a manner that will not violate any regulation, ordinance or other law applicable to the location of your Vehicle at time of activation.

E. Personal Data Wipe. You can use the Personal Data Wipe feature to irretrievably remove some of your personal settings from the AcuraLink Embedded System, including points of interest downloaded, navigation destinations, favorites, audio settings, stored music, and paired phones. Your use of this feature will not affect information stored on the hard drive of the Vehicle or your

account information located outside the Vehicle.

9. YOUR RESPONSIBILITIES

A. Passwords/PINs. You promise to be fully responsible for the protection of your password and PIN. Anyone who has access to your password or PIN may be able to access your AcuraLink account, the Subscription Services, AcuraLink website, and AcuraLink App and, in doing so, may be able to identify where you or your Vehicle is or was located at a given time. We have no responsibility for, nor obligation to inquire about, the authority of anyone using your password, PIN or other information that can be used to identify your account to access Subscription Services for your Vehicle.

B. Other Users/Occupants of Your Vehicle. YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF SUBSCRIPTION SERVICES IN YOUR VEHICLE, EVEN IF YOU ARE NOT THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WAS NOT AUTHORIZED. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE SUBSCRIPTION SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR VEHICLE OR ACCESSING THE SUBSCRIPTION SERVICES THROUGH YOUR ACCOUNT, INCLUDING AS A SECONDARY DRIVER OR GUEST DRIVER IF YOU ARE THE PRIMARY DRIVER. You promise to educate and inform all users and occupants of your Vehicle about the Subscription Services and system features and limitations. We have no obligation to inquire about the authority of anyone using your Vehicle. If you, another driver, or a passenger of your Vehicle uses the AcuraLink Embedded System to commit a crime or for another improper purpose, you agree to indemnify, defend, and hold us harmless from and against any and all costs, expenses (including attorneys' fees), losses, damages, and other liabilities which arise from such improper use.

10. NO WARRANTIES. YOUR VEHICLE'S LIMITED WARRANTY (IF APPLICABLE) DOES NOT COVER THE SUBSCRIPTION SERVICES OR THE WIRELESS SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) ALL USES OF THE ACURALINK EMBEDDED SYSTEM AND THE SUBSCRIPTION SERVICES, INCLUDING THEIR QUALITY, PERFORMANCE, ACCURACY AND RELIABILITY, ARE AT YOUR SOLE RISK; (b) THE ACURALINK EMBEDDED SYSTEM AND THE SUBSCRIPTION 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) ACURA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE ACURALINK EMBEDDED SYSTEM AND THE SUBSCRIPTION SERVICES AND INFORMATION PROVIDED BY OR IN CONNECTION THEREWITH, 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, ACURA DOES NOT GUARANTEE AND DISCLAIMS ANY WARRANTY REGARDING THE ACCURACY OF DATA PROVIDED BY THE SUBSCRIPTION SERVICES, SUCH AS NEWS, TRAFFIC, POINTS OF INTEREST, OR OTHER CONTENT PROVIDED BY ACURA, ITS AFFILIATES, OR ITS SERVICE PROVIDERS; ACURA DOES NOT GUARANTEE AGAINST LOSS OF DATA, WHICH MAY BE LOST AT ANY TIME; AND ACURA DOES NOT GUARANTEE THAT THE SUBSCRIPTION SERVICES WILL BE PROVIDED AT ALL TIMES OR THAT ANY OR ALL SUBSCRIPTION SERVICES WILL BE

AVAILABLE AT ANY PARTICULAR TIME OR AT YOUR LOCATION. FOR EXAMPLE, THE SUBSCRIPTION SERVICES MAY BE UNAVAILABLE IN YOUR AREA OR LOCATION. We may pause or interrupt any of the Subscription Services at any time, and you should expect periodic downtime for updates to the Subscription Services. In addition, you understand that changes in third party technology or government regulation may render any of the Subscription Services obsolete or unusable. No advice or information, whether oral or written, obtained by you from Acura, our affiliates, a Service Provider, or through any of the Subscription Services will create any warranty.

11. LIMITATIONS OF LIABILITY. Notwithstanding the exclusions and limitations of liability set forth in Section 14 of the AcuraLink T&Cs, and unless prohibited by law in a particular instance, Acura and you each agree as follows:

A. ACURA WILL NOT BE LIABLE FOR THE ACTIONS OR INACTIONS OF ANY SERVICE PROVIDER WE CONTACT FOR YOU OR YOUR VEHICLE, OR FOR OUR INABILITY TO CONTACT ANY SERVICE PROVIDER IN ANY PARTICULAR SITUATION.

B. ACURA WILL NOT BE LIABLE FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR OR YOUR VEHICLE'S OCCUPANTS OR YOUR VEHICLE'S USE OF THE ACURALINK EMBEDDED SYSTEM OR SUBSCRIPTION SERVICES, OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE ACURALINK EMBEDDED SYSTEM.

C. THE MAXIMUM AGGREGATE LIABILITY OF ACURA AND ITS AFFILIATES TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO THE GREATER OF (I) \$500 AND (II) THE TOTAL AMOUNT PAID BY YOU FOR THE PORTION OF THE SUBSCRIPTION SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE DATE YOUR CLAIM AROSE. YOU AGREE THAT WE WOULD NOT HAVE AGREED TO PROVIDE THE SUBSCRIPTION SERVICES TO YOU IF YOU DID NOT AGREE TO THIS LIMITATION. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF ACURA AND ITS AFFILIATES TO YOU, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

D. NEITHER YOU NOR ACURA CAN RECOVER (1) PUNITIVE OR EXEMPLARY DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES (EXCEPT IN CONNECTION WITH INDEMNIFICATION CLAIMS AS PROVIDED IN THE AGREEMENT). YOU AND ACURA AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, ACTUAL, COMPENSATORY DAMAGES AS LIMITED IN THE AGREEMENT.

E. IF ANOTHER WIRELESS SERVICE PROVIDER IS INVOLVED IN ANY PROBLEM (FOR EXAMPLE, BECAUSE OF ROAMING), YOU ALSO AGREE TO ANY LIMITATIONS OF LIABILITY THAT IT IMPOSES ON ITS CUSTOMERS.

F. You agree that the limitations of liability and indemnities in the Agreement, including these Terms, will survive even after the Agreement has terminated or expired. These limitations of liability apply not only to you, but to anyone using your Vehicle, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your Subscription Services or the AcuraLink Embedded System. **NOTE:** Some states do not allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

12. YOUR INSURANCE OBLIGATIONS. The Subscription Services are intended as a convenience. The payments you make for the Subscription Services, if any, are not related to the value of your Vehicle or any property in it, or the cost of any injury to or damages suffered by you or anyone else as a result of the operation of your Vehicle. We are not an insurance company. You promise you will obtain and maintain appropriate insurance covering personal injury, loss of property, and other risks. **FOR YOURSELF, AND FOR ANYONE ELSE CLAIMING UNDER YOU, YOU HEREBY RELEASE AND DISCHARGE ACURA AND ITS AFFILIATES FROM AND AGAINST ALL HAZARDS COVERED BY YOUR INSURANCE. NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST US.**

13. INDEMNITY.

In consideration of Acura providing you access to and use of the Subscription Services, to the maximum extent permitted by applicable law, you agree to indemnify Acura, 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; (ii) your access to, use of, failure to use, or inability to use the Subscription Services; (iii) the use or possession of data or information provided in connection with the Subscription Services as described in these Terms, the American Honda Privacy Notice, or the American Honda Vehicle Data Privacy Notice; (iv) claims for libel, slander, or any property damage, personal injury or death, arising out of or related in any way directly or indirectly to these Terms or the Subscription Services (but excluding any Liabilities to the extent caused by our gross negligence or willful misconduct); or (v) any activities of anyone other than you in connection with the Subscription Services conducted through your account or with your user credentials or passwords. 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.

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