

HondaLink Terms and Conditions

Thank you for choosing the HondaLink application suite (the “Application”), supporting the ownership experience of your selected 2014 and later Honda model (the “Vehicle”). These Terms and Conditions (“Terms”), along with the Privacy Policy below that is incorporated herein by reference, define the full agreement between you (“You” or “Your”) and either American Honda Motor Co., Inc. (if You purchased the Vehicle in the United States) or Honda Canada, Inc. (if You purchased the Vehicle in Canada) for the use of the Application. (Although Your agreement is with one, not both, of these Honda companies, for ease of reference, they are both referred to in these Terms as “Honda”.) The Application gives You access to interactive features and digital services, some of which are provided by third parties (“Third Party Providers”), that enhance Your user experience and may utilize data collected from You or the Vehicle (“Connected Vehicle Services”).

The available Connected Vehicle Services may include, for example, Aha Radio, which provides news, information, and media feeds over the Internet; HondaLink Assist, which, in the event of a crash, will attempt to call emergency services using Your *Bluetooth*®-connected phone; HondaLink Navigation, which provides route mapping and traffic services; HondaLink which provides You with a number of Owner and convenience features, including displaying information about Your Vehicle on Your connected phone; and HondaLink App Launcher, which enables You to find and access additional Connected Vehicle Services. Some Connected Vehicle Services are subject to separate terms and conditions (“Connected Vehicle Service Terms”) in addition to these Terms. If You wish to receive any of these Connected Vehicle Services, You will be provided with a copy of, and will be required to accept, the applicable Connected Vehicle Service Terms.

Note Regarding HondaLink Assist Automatic Collision Notification & SOS/E-Call Emergency Assistance (“HondaLink Assist Services”). When Honda’s Third Party Provider receives an emergency phone call from Your connected *Bluetooth*® HandsFreeLink® Phone, it will first attempt to verify Your emergency, and then if appropriate, contact third party emergency responders to respond to Your emergency. **You understand that neither Honda nor its Third Party Provider can assure You, or make any guarantees, about the manner or timeliness of such third party response or whether third party emergency responders will respond to Your emergency in a timely manner or at all.** YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER), A *BLUETOOTH*® HANDSFREELINK® PHONE THAT IS CONNECTED TO THE VEHICLE, AN ACTIVE CELLULAR SERVICE ACCOUNT, AND CONNECTION TO THE CELLULAR SERVICE FOR THE AUTOMATIC COLLISION NOTIFICATION AND SOS/E-CALL FEATURES TO OPERATE.

Entering into a Binding Agreement

These Terms (as may be supplemented by the applicable Connected Vehicle Service Terms) define the full agreement between You and Honda for the use of the Application. These Terms replace any earlier agreements between Honda and You regarding the subject matter hereof. **By downloading, installing, and/or using the Application on Your smart phone, other mobile device or tablet, laptop or desktop computer (“Internet-enabled Device”), You shall be conclusively deemed to have accepted these Terms and entered into a binding agreement. If You do not agree to these Terms, do not download, install or use the Application. In addition, by turning on or**

using any of the HondaLink Assist Services, You accept these terms and conditions with respect to such HondaLink Assist Services. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT ACTIVATE THE SERVICE OR, IF YOU HAVE ACTIVATED THE SERVICE, TURN IT OFF.

These Terms do not create any fiduciary relationship, partnership relationship, principal and agent relationship, or employee and employer relationship between You and Honda. A copy of these Terms may be obtained through the About page of the Application.

Representations about You

You represent that You are older than thirteen (13) years of age and reside in the United States or Canada and You will only use the Application in the United States or Canada. If You are at least eighteen (18) years of age, You further 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 further 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.

Equipment Requirements

You understand that proper operation of the Application may require certain equipment and services that Honda does not provide, maintain or operate but instead are the responsibility of either You and/or third parties.

In order to access and receive Connected Vehicle Services via the Application, You must have an active and properly functioning factory-installed audio system in Your Vehicle, You must be a registered user of HondaLink with 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).

To properly use the Application, You must have equipment that meets at least the following minimum requirements ("Equipment Requirements"):

- Compatible mobile device as listed on handsfreelink.honda.com (United States) or www.honda.ca (Canada)
- 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.
- Certain mobile devices may require an HDMI cable, USB cable, or audio-video adapter to connect and operate the Application within the Vehicle.

You further understand that Equipment Requirements may change at any time, without notice, and that future access to the Application may require acceptance of additional agreements or a newer version of these Terms. For example, the Application may be made obsolete by a newer version, which may require updating an operating system and/or downloading a new version of the Application and accepting a newer version of these Terms.

Note Regarding HondaLink Assist: 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 HondaLink Customer Care or receive support.

Usage License

Honda hereby grants You a non-exclusive, non-transferable license to download, install and use the Application to access the Connected Vehicle Services in accordance with these Terms, subject to Your acceptance of the applicable Connected Vehicle Service Terms. You agree not to reproduce, redistribute or use the Application, or any part of it, by any means or for any purposes other than in accordance with these Terms. You agree that Honda retains all title and interest in the Application. You agree not to remove, alter, or otherwise obscure any trademark, copyright or other proprietary rights notices contained within or displayed by the Application.

Personal, Non-Commercial Use

You may only use the Application for Your own personal, non-commercial use.

Third Party Services

Use of the Application requires the use of hardware, services, and applications that were not developed by Honda and that are not under the control of Honda, such as Your Internet-enabled Device, the network provided by Your wireless or Internet service provider, Your browser, email and SMS programs, dialer and other applications (collectively, the “Third Party Services”). Honda cannot assure You that these Third Party Services will function correctly with the Application, either now or at some future time, and expressly denies any liability related to the involvement and interaction of the Application with these Third Party Services.

Fees, Costs and Other Expenses

The Application makes 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 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 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 the Application.**

Your Responsibilities

In order to access some of the Connected Vehicle Services, You may be required to login with a valid user name and password. You are responsible for maintaining the confidentiality of any such user name and password and are fully responsible for all activities that occur under such name and password. You understand that You can help prevent unauthorized access by logging out of the Application. You agree to notify Honda immediately at 1-800-999-1009 in the United States, or at 1-855-888-5465 in Canada, of any unauthorized use of Your user name and password. Honda maintains the exclusive right to control access to the Application. You understand and agree that Honda reserves the right to revoke Your registration at any time without notice or cause, for any reason whatsoever.

You agree that it is Your responsibility to use the Application in a responsible manner, including abiding by all applicable laws and/or rules regarding the use of the Application or devices associated with it (e.g., any laws relating to use of mobile devices while driving). Honda encourages You to operate Your Vehicle in a responsible manner and not to use the Application while operating the Vehicle.

You agree that You will only use the Application with a Vehicle that You are authorized to control.

Important Notice Concerning Customer Privacy

Honda values the trust that You place in it. In turn, Honda guards that trust by respecting Your privacy, particularly as it relates to maintaining the confidentiality of any personal information that Honda receives. This notice explains the types of information Honda collects through the Application, how Honda uses it, and the circumstances under which Honda may share it. This notice is provided on behalf of Honda and applies to the use of the Application. This notice applies only to the customer and member information that Honda receives in connection with Your use of the Application and does not apply to information that Honda receives from third parties in connection with the provision of Connected Vehicle Services or to information that is publicly available. This notice is intended to supplement the privacy terms set forth in Honda's Customer Privacy Policies. You can access the current policies online at http://www.honda.com/site/site_privacy.aspx (if You are in the United States) and <http://www.honda.ca/privacy> (if You are in Canada), or You may request a copy by writing or calling Honda at the mailing addresses or customer care telephone numbers provided in these Terms. This notice takes precedence over any previous privacy notices that Honda has issued related to the Application.

Collection and Use of Data

You acknowledge and understand the nature, purposes and consequences of Honda, its affiliates and service providers collecting, using, disclosing and sharing among themselves information that personally identifies You ("Personally Identifiable Information") through Your use of the Application. Personally Identifiable Information is captured to help provide useful assistance and support to You in connection with Your use of the Vehicle. When You use the Application, You will voluntarily furnish Personally Identifiable Information to Honda, its affiliates, its service providers, and Third Party Providers. Honda limits the Personally Identifiable Information it collects from You while using the Application and the disclosure thereof to third parties to that which is necessary to provide the Connected Vehicle Services; measure Application activity; improve the usefulness of the Application; administer Honda's business; provide superior service; offer opportunities that Honda thinks would be of benefit to Honda owners; develop future services and/or products; prevent fraud or misuse; comply with legal requirements (e.g., to respond to a subpoena); engage in dispute resolution; facilitate the provision of software updates; provide product support; help protect the safety of You or others; protect Honda's rights or property; verify compliance with these Terms; and enable other related uses Honda may develop (together, the "Contemplated Uses"). "Personal Information" includes Personally Identifiable Information and other information specific to Your use of the Application and Your Vehicle, including, for example, an individual's first and last name or last name and first initial in combination with other data elements such as non-truncated government identification numbers; at least two forms of biographical data (e.g. home address, telephone number, email address, mother's maiden name, date of birth); biometric data (e.g. fingerprint, retina scan); financial account

information in combination with passwords or other account security data; a Vehicle Identification Number (“VIN”); driver behavioral information (e.g. location); information about your Vehicle (e.g., fuel level); and any combination of data elements that could allow access to any such information.

In order to best serve Your needs, Honda gathers and retains the following information:

- Information Honda receives from You.
- Information about Your use of the Application and the application environment, including the type of device and operating system used to access the Application, the data and time the Application is accessed, and the pages and functions of the Application that are used.
- Information Honda receives from Third Party Providers supplying the Connected Vehicle Services.
- Information about Your Vehicle, such as Vehicle location (last known latitude and longitude, which, for example, may help You find Your Vehicle in a large parking lot using Your connected phone), speed, oil life, odometer mileage, fuel level, miles remaining to empty, dashboard warning lamps, tire pressure, miles driven during last trip, miles per gallon for last trip, diagnostic trouble codes (e.g., when You need to schedule maintenance, when oil pressure is low) and other Vehicle status and diagnostic information, which Honda may collect and use to send You timely reminders of when Vehicle maintenance is due, including, from time to time, email coupons and other offers for discounts on such services. Honda may collect and use such information as part of its efforts to detect issues with Vehicle parts and systems, including the creation of countermeasures to avert problems in the market. (Whether such information is collected will vary among Honda Vehicle models.)
- Aggregate data. Aggregate data is information that Honda collects about a group or category of products, services or customers, from which individual customer identities or other Personally Identifiable Information has been removed. In other words, information about how You use a service may be collected and combined with information about how others use the same service, but no Personally Identifiable Information will be included in the resulting data. Likewise, information about the products You purchase may be collected and combined with information about the products purchased by others. Aggregate data helps Honda understand trends and customer needs so that Honda can better consider new products and services and tailor existing products and services to customer desires. Some aggregate data is communicated to Third Party Providers to enable them to provide services. (For example, aggregate data about the location of vehicles may be used by Honda’s Third Party Provider in its calculation of traffic conditions, which are then communicated to You and other HondaLink Navigation users.) Honda’s definition of Personal Information does not include “aggregate” information.

You hereby consent to Honda’s collection of this information, including but not limited to Your Personal Information, and to the Contemplated Uses thereof and You further agree that to perform these Contemplated Uses Honda may share this information with its affiliates, Third Party Providers, service providers used by Honda (e.g., mapping service providers, or companies that assist Honda in conducting surveys and research to help Honda provide better products and services), authorities (e.g., police, fire department, emergency responders, etc.), or as may be required by law or reasonably required to perform the Contemplated Uses (e.g., to outside attorneys or experts to assist in litigation resolution). You also consent to

receiving commercial and non-commercial electronic messages, including news, advertisements and other promotional information, at the electronic address provided, from Honda, its affiliates and its Dealers, including their respective agents.

Without limiting the foregoing, if You use Connected Vehicle Services that rely on information about Your location, such as HondaLink Assist Services, You hereby agree that Honda and the providers of such Connected Vehicle Services may transmit, collect, maintain, process and use Your location data, including the real-time geographical location of Your Internet-enabled Device or Your Vehicle, and to collect such data in a manner that personally identifies You and/or Your Vehicle, in order to provide You with the applicable Connected Vehicle Services.

Your Personal Information may be stored and/or processed or otherwise used by or on behalf of Honda both inside and outside of USA and Canada. If a Honda service provider is located outside the USA and Canada, Your Personally Identifiable Information and Personal Information may be processed and stored in a country that has laws that are different from those in the USA and Canada, and where the government may be able to obtain disclosure of Your Personally Identifiable Information and Personal Information under its local laws.

Important Message Relating to Your Relationship with Honda's Wireless Service Carrier*

The HondaLink Assist Service is not a service of Honda's underlying wireless service carrier (the "Wireless Carrier"). If You use this Service, it may require the Wireless Carrier to disclose Your customer information, including location information, to Honda's telematics service provider, its subcontractors engaged in providing the Service, or other third parties. By using this Service, You authorize the Wireless Carrier to disclose Your information to third parties to enable this Service. Check these Terms and Conditions for more information about how the Service will collect, access, and use or disclose Your information. In addition, Honda's current Customer Privacy Policies can be accessed online at http://www.honda.com/site/site_privacy.aspx (if You are in the United States) and <http://www.honda.ca/privacy> (if You are in Canada). If You aren't comfortable with the HondaLink Assist policies, don't use it. You acknowledge and agree that (1) Your relationship with Honda is separate from Your relationship with the Wireless Carrier; and (2) the Wireless Carrier is not responsible for HondaLink Assist Service.

Without limiting the foregoing, You agree as follows:(i) YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH THE WIRELESS CARRIER AND YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN HONDA AND THE WIRELESS CARRIER. YOU UNDERSTAND AND AGREE THAT THE WIRELESS CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU. IN ANY EVENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER FOR BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, YOUR EXCLUSIVE REMEDY FOR CLAIMS ARISING IN ANY WAY IN CONNECTION WITH THIS AGREEMENT, FOR ANY CAUSE WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY FAILURE OR DISRUPTION OF SERVICE PROVIDED HEREUNDER, IS LIMITED TO PAYMENT OF DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES DURING THE TWO-MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE.

(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 THIS AGREEMENT OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE APPLICATION, THE CONNECTED VEHICLE SERVICES AND/OR THE HONDALINK ASSIST SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE WIRELESS CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF THE AGREEMENT.

(iii) YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO ANY DEVICE, INCLUDING YOUR *Bluetooth*[®]CONNECTED PHONE AND YOUR VEHICLE, AND YOU UNDERSTAND THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME.

(iv) YOU UNDERSTAND AND AGREE THAT NONE OF HONDA, HONDA'S TELEMATICS SERVICE PROVIDER OR THE WIRELESS CARRIER CAN GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND NONE OF THE FOREGOING WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SERVICES.

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

(vi) YOU UNDERSTAND AND AGREE THAT NONE OF HONDA, HONDA'S TELEMATICS SERVICE PROVIDER OR THE WIRELESS CARRIER GUARANTEES YOU OR ANY OTHER END USER UNINTERRUPTED SERVICE OR COVERAGE OR WARRANTS THAT YOU OR ANY OTHER END USER CAN OR WILL BE LOCATED USING THE SERVICE. NONE OF HONDA, HONDA'S TELEMATICS SERVICE PROVIDER OR THE WIRELESS CARRIER MAKES ANY 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 ANY OF THE FOREGOING 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, INCLUDING 911 OR ANY OTHER EMERGENCY SERVICE. TO THE FULL EXTENT ALLOWED BY LAW, YOU RELEASE, INDEMNIFY AND HOLD HARMLESS HONDA, HONDA'S TELEMATICS SERVICE PROVIDER AND THE WIRELESS CARRIER FROM AND AGAINST ANY AND ALL CLAIMS OF ANY PERSON OR ENTITY FOR DAMAGES OF ANY NATURE ARISING IN ANY WAY FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, 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.

Links and External Websites*

The Application may contain links to and from websites. Honda makes no representations whatsoever about any other website that You may access from Honda's websites or through the Application. 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.

Changes to the Terms, Privacy Policy

Honda reserves the right, in its sole discretion, to change these Terms and Honda's privacy policy at any time. If Honda changes these Terms or Honda's privacy policy, Honda will notify You and provide You with access to the updated Terms/policy. If You use the Application, including any of the Connected Vehicle Services or the HondaLink Assist Services, you will be deemed to have accepted such changes. If You do not accept any updated Terms/policy, DO NOT USE THE APPLICATION OR THE SERVICES. Honda encourages You to review these Terms and Honda's privacy policy often to make sure You understand how information You provide will be used.

DISCLAIMER OF WARRANTIES; LIMITATION ON LIABILITY*

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT (a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL USES OF THE APPLICATION AND THE SERVICES, INCLUDING THEIR QUALITY, PERFORMANCE, ACCURACY AND RELIABILITY, ARE AT YOUR SOLE RISK; (b) THE APPLICATION AND 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 THE APPLICATION, SERVICES AND INFORMATION PROVIDED BY OR IN CONNECTION WITH THE APPLICATION AND SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, 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. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HONDA OR AN AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. AS EXAMPLES, AND WITHOUT LIMITATION, HONDA DISCLAIMS ANY WARRANTY REGARDING THE ACCURACY OF DATA PROVIDED BY THE APPLICATION, SUCH AS NEWS, TRAFFIC, OR OTHER CONTENT PROVIDED BY HONDA, ITS AFFILIATES, OR THIRD PARTY PROVIDERS; HONDA DOES NOT GUARANTEE AGAINST LOSS OF APPLICATION DATA, WHICH MAY BE LOST AT ANY TIME; HONDA DOES NOT GUARANTEE THAT THE SERVICES, INCLUDING BUT NOT LIMITED TO THE CONNECTED VEHICLE SERVICES, HONDALINK ASSIST SERVICES, AND THIRD PARTY SERVICES, WILL BE PROVIDED AT ALL TIMES OR THAT ANY OR ALL SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION. FOR EXAMPLE, SERVICES MAY BE SUSPENDED OR INTERRUPTED WITHOUT NOTICE FOR REPAIR, MAINTENANCE, SECURITY FIXES, UPDATES, ETC. AND SERVICES MAY BE UNAVAILABLE IN YOUR AREA OR LOCATION, ETC. IN ADDITION, YOU UNDERSTAND THAT CHANGES IN THIRD PARTY TECHNOLOGY OR GOVERNMENT

REGULATION MAY RENDER THE SERVICES AND/OR APPLICATION OBSOLETE AND/OR UNUSABLE.

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, WITHOUT LIMITATION, 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 THIS AGREEMENT OR YOUR USE OF OR INABILITY TO USE THE APPLICATION OR INFORMATION ON THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF HONDA WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES AND JURISDICTIONS DISALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, SO THESE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL HONDA'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 FIVE DOLLARS (\$5.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Indemnity*

You agree that You are responsible for any amount anyone else claims from Honda, Third Party Providers, or their officers, employees, affiliates and agents, plus any expenses, resulting from any claim, demand or action, regardless of the nature of the cause of the claim, demand, or action alleging loss, costs, expenses, damages, or injuries (including injuries resulting in death) arising out of or in connection with (1) Your use of the Application, the Connected Vehicle Services or the HondaLink Assist Services, whether brought by You, Your employees, those claiming through You, or third parties, even if due to the sole negligence of Honda or a Third Party Provider; (2) 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 the Application or the Connected Vehicle Services; or (3) Your use, failure to use, or inability to use the Application, the Connected Vehicle Services or the HondaLink Assist Services, except where the claims result from the gross negligence or willful misconduct of Honda or the applicable Third Party Provider.

Notifications; Notice*

All notifications or notices required under these Terms may be provided to You by the email address You have provided to Honda, and all notifications are deemed given when Honda sends the email or message. All notifications or notices required under these Terms to be provided to Honda and questions or comments that You have about these Terms and Conditions or the HondaLink application may be sent to American Honda Motor Co., Inc., ATTN: Honda Automobile Customer Service, 1919 Torrance Blvd., Mail Stop: 500-2N-7A, Torrance, CA 90501 (U.S. customers) or Honda Canada, Inc., ATTN: Honda Canada Customer Service, 180 Honda Blvd., Markham, ON L6C 0H9 (Canadian customers) and are deemed given when Honda receives them.

Term and Termination*

These Terms become effective immediately when You are granted access to the Application and shall remain in effect (and if updated, as updated) until Your use of the Application is terminated, provided that the provisions of the Terms for which the heading is marked with an asterisk (*) shall survive any termination or expiration of these Terms and shall remain in effect indefinitely. You may terminate Your access to the Application at any time. Honda reserves the right to terminate these Terms at any time and for any purpose, or for no reason whatsoever, upon notice; except, if You breach these Terms, Your authorization to access or use the Application automatically terminates and no notice is required. Upon termination, Your right to use the Application shall cease.

Intellectual Property*

The text and images on the Application are the property of Honda Motor Co., Ltd., American Honda Motor Co., Inc., Honda Canada Inc., or the applicable Third Party Provider, and are subject to copyright and other intellectual property protection. The Honda name and logos are registered trademarks of Honda Motor Co., Ltd. The trademarks and other Honda names, logos and service marks may not be modified, and they may not be used, downloaded, copied or distributed in any way except as an integral part of the authorized download, copy or transmission of materials in the Application. No license to any Honda or Third Party Provider intellectual property, beyond that which is included in the Application itself under these Terms, has been granted by these Terms.

Entire Agreement; Governing Law; Jurisdiction/Venue*

These Terms contain the entire understanding between Honda and You with respect to the subject matter hereof, may not be altered or waived except by a writing signed by all parties, or by You continuing to use the Application after these Terms have been updated by Honda. If You purchased the Vehicle in the United States, these Terms shall be governed by the laws of the State of California applicable to contracts executed and performed entirely therein, and any controversies or disputes arising out of or relating to these Terms shall be resolved exclusively in either the state or federal courts located in the State of California. If You purchased the Vehicle in Canada, these Terms shall be governed by the laws of the Province of Ontario applicable to contracts executed and performed entirely therein, and any controversies or disputes arising out of or relating to these Terms shall be resolved exclusively in the courts located in the Province of Ontario. You hereby consent to the personal jurisdiction of such courts over You.

Honda makes no representations that the information and materials contained within the Application are appropriate for locations outside the United States or Canada.

All rights that are not expressly granted under these Terms are reserved by Honda.

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