**American Honda Motor Co, Inc.**

**Mobile App Terms and Conditions**

Last updated on August 4, 2026

These Mobile App Terms and Conditions (these "**Terms**") and the American Honda Privacy Notice, including the American Honda Vehicle Data Privacy Notice (collectively, the "**Honda Privacy Notices**"), 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 each mobile application provided by or on our behalf that you access or use in your Honda or Acura vehicle (the "**Vehicle**") or on your mobile device (including all related documentation, the "**Mobile App**") and how we collect, use, and share your personal information.

THESE TERMS CREATE A BINDING LEGAL AGREEMENT BETWEEN YOU AND US AND INCLUDE A DISPUTE RESOLUTION AND 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 downloading, installing, or using the Mobile App, you are entering into a legally binding agreement with us. IF YOU DO NOT AGREE TO THESE TERMS, INCLUDING THE DISPUTE RESOLUTION AND ARBITRATION PROVISION IN SECTION 19, AND THE HONDA PRIVACY NOTICES, DO NOT USE THE MOBILE APP, AND IMMEDIATELY DELETE AND PURGE THE MOBILE APP FROM YOUR MOBILE DEVICE (AS DEFINED IN SECTION 8 BELOW).

1. **Mobile App Features**.

a. *General*. The Mobile App gives you access to interactive features and digital services that are intended to enhance your user experience ("**Connected Services**"). The Connected Services may be provided directly by us, by our service providers, or by an Independent Provider (as defined below). Not all Connected Services are available on all Vehicles and some Connected Services are subject to separate terms and conditions ("**Connected Services Terms**") in addition to these Terms. For information about Connected Services available for your Vehicle, please visit: https://mygarage.honda.com/s/find-honda for Honda vehicles or https://mygarage.honda.com/s/find-acura for Acura vehicles. If you wish to receive any of the Connected Services with separate Connected Services 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 Services Terms.

b. *Prior Connected Services Terms*. Some of you accepted terms of use for connected vehicle services before these Terms took effect, and those terms remain in effect until updated or replaced (each, a "**Prior Connected Services Terms**"). A Prior Connected Services Terms is a Connected Services Terms under these Terms. Prior Connected Services Terms include the HondaLink Subscription Services Terms of Use, the HondaLink Registered Services Terms of Use, and the AcuraLink Subscription Services Terms of Use, together with any similar terms of use we issued for HondaLink or AcuraLink connected vehicle services before these Terms took effect. If your Prior Connected Services Terms were written around a prior version of these Terms, the following rules apply:

i. a defined term tied to that prior version (such as "HondaLink Terms and Conditions", "AcuraLink Terms and Conditions", "HondaLink account", "AcuraLink account", "HondaLink Embedded System", "AcuraLink Embedded System", "HondaLink App", or "AcuraLink App") means the corresponding concept under these Terms;

ii. a citation to a specific section of a prior version of the HondaLink Terms and Conditions or AcuraLink Terms and Conditions means the corresponding provision of these Terms, regardless of numbering; and

iii. a reference to a specific third-party service provider means that provider remains a "Service Provider" under these Terms.

This subsection does not change the substance of your Prior Connected Services Terms. Those terms, including how we may modify them and how you may cancel, remain in effect according to their own provisions unless and until they are modified or superseded as those provisions allow.

c. *Independent Providers*. In some cases, you may use the Mobile App to access Connected Services provided by independent third parties (each, an "**Independent Provider**"). For the Connected Services provided by Independent Providers, we are acting solely as an intermediary between you and the Independent Provider. Each Independent Provider may have its own separate terms of use and privacy notice and you may be required to accept an Independent Provider's additional terms of use in order to access the applicable Connected Services. We do not endorse, and hereby disclaim all liability or responsibility to you or any other person for, any services provided by an Independent Provider.

d. *Children*. The Mobile App and Connected Services are intended for users who are at least sixteen (16) years of age. If you are under sixteen (16) years of age, you should not use the Mobile App or the Connected Services. For more information about how Honda handles children's personal information, please refer to the Honda Privacy Notices.

e. *Changes to Mobile App, Connected Services and Terms*. To the extent permitted by law, we reserve the right, in our sole discretion, to modify the Mobile App and the Connected Services at any time, without notice to you. We 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 the Mobile App or any of the Connected Services constitutes your agreement to the amended Terms. If you do not agree to any amended Terms, DO NOT USE THE MOBILE APP OR ANY OF THE CONNECTED SERVICES. You may not amend or modify these Terms except by way of an express writing signed by us.

f. *Term.* These Terms become effective immediately when you are granted access to the Mobile App or any of the Connected Services and shall remain in effect (and if amended, as amended) until your use of the Mobile App and all of the Connected Services is terminated in accordance with Section 25 below. **IF YOU SELL OR OTHERWISE TRANSFER YOUR VEHICLE, IF YOUR VEHICLE LEASE ENDS, OR IF YOUR VEHICLE IS DESTROYED, YOU AGREE TO NOTIFY US PROMPTLY. IF YOU DO NOT NOTIFY US, YOU WILL REMAIN RESPONSIBLE FOR ALL ACTIVITIES ASSOCIATED WITH THE VEHICLE, MOBILE APP, AND THE CONNECTED SERVICES.**

g. *Notifications; Notice; Questions*. You agree that all notifications or notices required under these Terms may be provided to you by any method permitted by applicable law, including by posting on the Mobile App or by e-mailing you at the email address you have provided to us. All notifications are deemed given when we send the e-mail message (or, if a valid alternative method is used, whenever we send such message). You also agree that we may contact you in your Vehicle or by telephone (including through automatic dialing technology, to the extent permitted by applicable law) at any number we have 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 Services.

The Mobile App may send you push notifications, in-app messages, or other electronic communications relating to the Mobile App, Connected Services, your Vehicle, or promotional offers. You may manage your push notification preferences at any time through your Mobile Device's operating system settings or, where available, through the Mobile App's notification settings. Disabling push notifications will not affect notifications required for the provision of Connected Services or communications related to your account security.

All notifications or notices required under these Terms to be provided to us and questions or comments that you have about these Terms, the Mobile App, or the Connected Services may be sent to:

American Honda Motor Co., Inc.
ATTN: In-Car Technology Support, Mail Stop: CHI-5
1919 Torrance Blvd., Torrance, CA 90501

and shall be deemed given when we receive them. Notifications or notices under these Terms to us require that an additional copy be sent to:

American Honda Motor Co., Inc.
700 Van Ness Avenue, Torrance, CA 90501
ATTN: General Counsel

Questions or comments also may be directed to 1-888-528-7876.

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

i. *Automated Features*. Certain features of the Mobile App and the Connected Services may use artificial intelligence, machine learning, or other automated processing technologies (collectively, "**Automated Tools**") to provide or improve functionality, such as voice recognition, predictive maintenance alerts, route optimization, or personalized recommendations. Automated Tools may generate suggestions, alerts, or other outputs based on data from your Vehicle, your Mobile Device, or your use of the Mobile App and Connected Services. Automated Tool outputs are provided for informational purposes only and are not a substitute for your independent judgment. We do not guarantee the accuracy, completeness, or reliability of any output generated by Automated Tools. You should not rely on Automated Tool outputs as the sole basis for any decision affecting your safety, your Vehicle's operation, or your legal rights. For information about how data is used in connection with Automated Tools, please refer to the Honda Privacy Notices.

j. *Accessibility.* We strive to make the Mobile App accessible to all users, including individuals with disabilities. If you experience difficulty accessing or using any feature of the Mobile App due to a disability, please contact us at American Honda Motor Co., Inc., ATTN: In-Car Technology Support, Mail Stop: CHI-5, 1919 Torrance Blvd., Torrance, CA 90501, or by phone at 1-888-528-7876, and we will make reasonable efforts to assist you.

2. **Privacy Notice**. The Mobile App and the Connected Services may utilize information collected from you, your Mobile Device, or the Vehicle. The Honda Privacy Notices, which are incorporated into and made a part of these Terms by this reference, explain how we collect, maintain, use, and disclose your personal information, including (a) information provided by or collected from you when you use the Mobile App, (b) information that the Vehicle collects, generates, records, or stores in electronic form, which is retrieved from the Vehicle, typically wirelessly, by us 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 Services; and (c) information you provide when subscribing or registering for Connected Services. You can access the current American Honda Privacy Notice online at https://www.Honda.com/privacy/privacy-notice and the current American Honda Vehicle Data Privacy Notice at https://www.Honda.com/privacy/connected-product-privacy-notice. You also may request a copy of the Honda Privacy Notices by writing or calling us at the mailing addresses or customer care telephone numbers provided in these Terms. By agreeing to these Terms (including downloading, installing, using, and providing information to or through the Mobile App or the Connected Services), you are accepting and agreeing to the Honda Privacy Notices, as each may be modified from time to time in accordance with its terms, including your consent to all actions we take with respect to your

information in compliance with the Honda Privacy Notices. IF YOU TRANSFER YOUR VEHICLE OR ANY MOBILE DEVICE THAT IS CONNECTED TO THE MOBILE APP OR ANY OF THE CONNECTED SERVICES, YOU ARE SOLELY RESPONSIBLE FOR DELETING INFORMATION ABOUT YOU CONTAINED IN THE VEHICLE, YOUR MOBILE DEVICE, OR IN YOUR RELATED ACCOUNT(S).

You acknowledge that when you download, install, or use the Mobile App or the Connected Services, we may use automatic means (including, for example, cookies and web beacons) to collect information about your Mobile Device and about your use of the Mobile App or the Connected Services. You also may be required to provide certain information about yourself as a condition to downloading, installing, or using the Mobile App or certain of its features or functionality. The Mobile App and the Connected Services may provide you with opportunities to share information about yourself with others. All information we collect through or in connection with the Mobile App and the Connected Services is subject to the Honda Privacy Notices. For information about how to request deletion of your personal information, opt out of the sale or sharing of your personal information, or exercise other rights under applicable privacy laws, please refer to the Honda Privacy Notices.

3. **Authorized Access; System Integrity**.

a. *Honda Systems; Credentials*. As used in these Terms, "**Honda Systems**" means our computer systems, application programming interfaces (APIs), servers, networks, telematics interfaces, data feeds, and Connected Services, together with any security measures, authentication mechanisms, and technical controls associated with the foregoing, and "**Credentials**" means your email address, password, tokens, keys, session identifiers, and any other credentials issued to or created by you for the Mobile App or any Connected Services. Credentials are personal to you and are for your use only through the Mobile App and other interfaces we expressly provide. You have no ownership or property right in any Credentials, session tokens, API keys, device identifiers, or other technical identifiers issued or assigned by us in connection with the Mobile App, Connected Services, or Honda Systems, and we may modify, expire, rotate, or revoke any such identifiers at any time without notice or liability to you.

b. *Authorized Access Only*. Access to Honda Systems is permitted only as expressly authorized by us through the Mobile App or other interfaces we provide. Your ability to log in or maintain an account does not grant you the right to authorize, delegate, or facilitate access by any other person or service. You may access Honda Systems only (i) through the Mobile App or other user interfaces we expressly provide; and (ii) using your own Credentials in a manner consistent with these Terms.

c. *No Delegation of Access; No Third-Party Applications*. You must not, and must not permit any third party to, directly or indirectly:

i. appoint, enable, or facilitate any third party, including any non-Honda mobile application, website, browser extension, automation tool, script, plug-in, or service (each, a "**Third-Party Client**"), to access Honda Systems, the Mobile App, Connected Services, or your Vehicle using your Credentials or otherwise;

ii. share, sell, transfer, license, sublicense, or disclose your Credentials to any person or Third-Party Client, or store or enter your Credentials into any Third-Party Client;

iii. allow any Third-Party Client to access, control, or interact with your Vehicle, the Mobile App, any Connected Services, or any Honda Systems using your Credentials or on your behalf;

iv. access, call, query, request, or interact with any Honda Systems (including any APIs, endpoints, remote command or control functions, telematics interfaces, or data feeds) other than through the Mobile App or other interfaces we expressly provide;

v. use any robot, spider, scraper, crawler, bot, automation tool, headless browser, or similar automated means to access Honda Systems;

vi. develop, offer, advertise, distribute, or use any Third-Party Client or other product, software, or service that purports to provide access to, control of, or data from Honda Systems, Vehicles, the Mobile App, or Connected Services;

vii. aggregate, copy, cache, export, resell, broker, or provide to any third party any data obtained from Honda Systems or Connected Services, or operate any intermediary, relay, gateway, or similar service that substitutes for the Mobile App or any interface we provide; or

viii. use the Mobile App, any Connected Services, or any data obtained from Honda Systems in the development, directly or indirectly, of any product, software, or service that offers functionality substantially similar to, derivative of, or competitive with, the Mobile App, any Connected Services, or any other Honda or Acura product, software, or service.

d. *No Circumvention of Access Controls*. The Mobile App, Connected Services, and Honda Systems may include technological measures that control access, such as authentication flows, device attestation, request signing, rate limiting, encryption, CAPTCHAs, and IP-based restrictions. You must not, and must not permit any third party to, bypass, avoid, defeat, remove, deactivate, impair, or otherwise circumvent any such measure, or assist others in doing so. You also must not create, use, offer, sell, distribute, or promote any technology, product, service, or tool that is designed or marketed for the purpose of circumventing any such measure.

e. *No Reverse Engineering of Security Features*. You must not, and must not permit any third party to, probe, scan, or test the vulnerability of, or reverse engineer, decompile, disassemble, derive, or attempt to derive the source code, protocols, request/response formats, cryptographic signatures, authentication mechanisms, or authorization mechanisms of any Honda Systems, including any request signing, device attestation, mutual TLS, token exchange, or similar security feature. This restriction is in addition to the general reverse engineering prohibition in Section 6.

f. *Credential Security*. You are responsible for all activity conducted with your Credentials, whether or not authorized by you. You must keep your Credentials confidential and must not disclose them to any person or input them into any Third-Party Client. If you learn or suspect that your Credentials have been compromised or used by any third party, you must notify us immediately at 1-888-528-7876.

g. *Developer or Partner Access*. Nothing in this Section 3 limits our ability to offer, in our sole discretion, a separate developer or partner program with its own written terms that may authorize limited access to specific APIs or data. Absent such express written authorization from us, any Third-Party Client access to Honda Systems, the Mobile App, or Connected Services is unauthorized.

h. *Revocation*. We may revoke or limit any authorization to access Honda Systems, the Mobile App, or Connected Services at any time, in our sole discretion, including with respect to any device, account, IP address, application, or method of access that we believe violates these Terms or threatens the security, integrity, or availability of Honda Systems. Revocation may be communicated by email, in-app message, website posting, or technical blocking. Upon revocation, you must immediately cease all access implicated by the revocation. Any access or attempted access after revocation is without our permission and may violate applicable law.

4. **Registration**. In order to download and install the Mobile App and to use the Connected 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 the Mobile App and the Connected Services using any user credentials or passwords issued to you or chosen by you.

You understand that you can help prevent unauthorized access by logging out of the Mobile App and the Connected Services. You will keep all such credentials and passwords confidential and comply with the credential security obligations set forth in Section 3. You agree to notify us immediately at 1-888-528-7876

of any unauthorized use of your user credentials or passwords. We maintain the exclusive right to control access to the Mobile App and the Connected Services. You understand and agree that we reserve the right to revoke your registration at any time without notice or cause, for any reason whatsoever.

5. **Representations about You**.

a. *Adults*. 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.

b. *Minors (16–17); Parental Responsibility*. You are not allowed to use the Mobile App and the Connected Services if you are under sixteen (16) years of age. IF YOU ARE UNDER EIGHTEEN (18) YEARS OF AGE, BY PERMITTING, FACILITATING, OR OTHERWISE ALLOWING A MINOR TO ACCESS OR USE THE MOBILE APP OR THE CONNECTED SERVICES, THE MINOR'S PARENT OR LEGAL GUARDIAN IS DEEMED TO HAVE ENTERED INTO THESE TERMS DIRECTLY, ON SUCH PARENT'S OR LEGAL GUARDIAN'S OWN BEHALF AND ON BEHALF OF THE MINOR, AND SUCH PARENT OR LEGAL GUARDIAN AGREES TO BE JOINTLY AND SEVERALLY LIABLE WITH THE MINOR FOR ALL OBLIGATIONS, REPRESENTATIONS, WARRANTIES, AND LIABILITIES ARISING UNDER OR IN CONNECTION WITH THESE TERMS.

c. *Ratification*. If you accepted these Terms while under eighteen (18) years of age and continue to access or use the Mobile App or the Connected Services after reaching eighteen (18) years of age, such continued use constitutes your ratification of these Terms and all obligations incurred under these Terms while you were under eighteen (18) years of age.

d. *Express Acknowledgment*. ANY PARENT OR LEGAL GUARDIAN WHO IS DEEMED TO HAVE ACCEPTED THESE TERMS ON BEHALF OF A MINOR EXPRESSLY ACKNOWLEDGES AND AGREES TO (i) THE DISPUTE RESOLUTION AND ARBITRATION PROVISION SET FORTH IN SECTION 19; (ii) THE LIMITATIONS OF LIABILITY SET FORTH IN SECTION 17; AND (iii) THE INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 18.

e. *General Representations*. You represent and warrant that (i) your performance under these Terms and use of the Mobile App and the Connected Services will comply with all applicable laws, rules, and regulations (including export control, privacy and obscenity laws), domestic or foreign; (ii) you are not located in a country that is subject to a U.S. Government embargo, that has been designated by the U.S. Government as a "terrorist supporting" country, or in which the use of the Mobile App or the Connected Services is restricted or prohibited by U.S. or local law; and (iii) you are not listed on any U.S. Government list of prohibited or restricted parties.

6. **Permitted Use**.

a. *Grant of Use*. Subject to your compliance with all of the terms and conditions herein, you are permitted to use the Mobile App and the Connected Services solely for your own personal, non-commercial use. You are permitted to download, install, and use one copy of the Mobile App for your personal, non-commercial use. You agree that it is your sole responsibility to use the Mobile App and the Connected Services only when it is safe to do so and in compliance with all applicable laws, rules, and regulations, including laws relating to the use of mobile devices while driving. You further agree that you will use the Connected Services only with a Vehicle that you are authorized to control.

b. *Prohibited Conduct*. You must not, and must not permit any third party to: (a) use the Mobile App or any of the Connected 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 the Mobile App or any of the Connected Services; (d) take any action that imposes or may impose an unreasonable or disproportionately large load on the Mobile App or any of the Connected Services (or other accounts, networks or services connected thereto); (e) copy, obtain, propagate, distribute, or misappropriate any information or other content from the Mobile App or any of the Connected Services, including any of Our Property (defined in Section 15 below); (f) distribute, rent, lease, lend, sell, license, assign, export, import, convey, or otherwise make available or grant rights in the Mobile App or any of the Connected Services,

or any information or other content obtained therein to any third party, except as expressly permitted herein; or (g) otherwise interfere in any manner with the use or operation of the Mobile App or any of the Connected Services. You also must comply with all restrictions on access to Honda Systems, use of Credentials, and Third-Party Clients set forth in Section 3.

You further must not, and must not permit any third party to: (i) modify or create any derivative work of the Mobile App or any of the Connected Services; (ii) reverse engineer, decompile or disassemble the Mobile App or any of the Connected Services, in whole or in part; (iii) make a copy (other than a backup copy) of the Mobile App or any of the Connected Services or any part thereof (other than as expressly permitted herein); (iv) use or install the Mobile App or any of the Connected Services on a network or for online use; (v) remove, modify or obscure any copyright, trademark, or other proprietary notice, author attributions, legal notices or other labels appearing within the Mobile App or any of the Connected Services; or (vi) export or transport the Mobile App or any of the Connected Services into any country in violation of any U.S. or other export laws and regulations.

7. **Feedback**. If you provide to us (directly or indirectly, and by any means) any comments, feedback, suggestions, ideas, or other submissions, including any that are related to the Mobile App or any of the Connected Services (collectively "**Feedback**"), the Feedback will be our sole property. 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.

8. **Equipment Requirements.**

a. To properly use the Mobile App and one or more of the Connected Services, you must have equipment that meets at least the following minimum requirements ("**Equipment Requirements**"):

i. Compatible mobile device as listed in the App Store (iOS) or Google Play (Android) (each, a "**Mobile Device**");

ii. Internet connection through Wi-Fi or cellular network connection and any appropriate data plan;

iii. Appropriate security on the Mobile 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

iv. Certain mobile devices may require an HDMI cable, USB cable, or audio-video adapter to connect and operate the Connected Services within the Vehicle.

Equipment Requirements may change at any time, without notice, and further access to the Mobile App and the Connected Services may require acceptance of additional agreements or a newer version of these Terms. For example, the Mobile App 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 Services Terms. By using the Mobile App, you further agree that we may change, alter, or modify the settings or configurations on your Mobile Device used to store or access the Mobile App in order to allow for or optimize your use of the Mobile App. The Mobile App may include digital rights management controls and other technical measures to control access to the Mobile App, prevent unauthorized copies, or otherwise attempt to prevent anyone from exceeding the limited rights and licenses granted under these Terms. You may not interfere with such access control measures or attempt to disable or circumvent such security features.

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

9. **Updates**. We may from time to time in our sole discretion develop and provide updates to the Mobile App and the Connected Services, 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 we have 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 Mobile Device is connected to the Internet either: (a) the Mobile App will automatically download and install all available Updates; or (b) 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 Mobile App 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 Mobile App and the Connected Services and be subject to all of these terms unless they are subject to a different license agreement with us. We reserve the right to discontinue the Mobile App or the Connected Services, in whole or in part.

In addition to Updates delivered through app stores, we (or our service providers) may deliver software updates, patches, configuration changes, or other modifications to the Mobile App or your Vehicle's embedded systems remotely and automatically, without additional notice to you. By using the Mobile App, you consent to the delivery and installation of such remote updates. Remote updates may modify, add, or remove features or functionality of the Mobile App or Connected Services, and may affect settings, preferences, or data stored on your Mobile Device or in your Vehicle. We are not responsible for any data loss resulting from a remote update.

10. **Data and Network Charges.** The Mobile App and the Connected Services make use of a data network operated by your wireless or Internet service provider to send data among your Mobile Device, your Vehicle, and our, 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 us, 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 the Mobile App and the Connected Services.

11. **Note Regarding Certain Connected Services**

The Mobile App and the Connected Services (including the Assist Services and any other safety-related features) are intended as a convenience and are not a substitute for insurance, emergency services, or other personal safety measures. We are not an insurance company and do not provide insurance of any kind. You are solely responsible for obtaining and maintaining appropriate insurance coverage for personal injury, property damage, vehicle theft, and other risks. The fees you pay (if any) for the Connected Services are not related to the value of your Vehicle, any property in it, or the cost of any injury or damage.

a. *Note Regarding HondaLink Assist and AcuraLink Assist Automatic Collision Notification & Assistance Request* (the "**Assist Services**"). The Assist Services are dependent upon cellular connection availability, *Bluetooth*® HandsFreeLink® phone connectivity with the Vehicle, GPS satellite signal reception, and enabling this notification via the multimedia system, each of which can limit the ability to reach either the 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 we 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 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 Assist Services are not a service of your wireless carrier. If you use the Assist Services, it may require your wireless carrier to disclose your customer information, including location information, to our telematics service provider, its subcontractors engaged in providing the Assist Services, or other third parties to respond to your request. By using the 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 Assist Services. Refer to the American Honda Vehicle Data Privacy Notice for more information about how the Assist Services will collect, maintain, use, and disclose your information. If you aren't comfortable with the Assist Services terms, don't use it. You acknowledge and agree that (i) your relationship with us is separate from your relationship with your wireless carrier; (ii) your wireless carrier is not responsible for the Assist Services; and (iii) 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 Assist Services or the acts or omissions of us or our subcontractors providing the Assist Services.

b. *Note Regarding Connected Services That Use Location (Apple Devices).* Connected 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 Apple. By using these Connected Services, you are subject to the Apple Privacy Policy, which can be found at www.apple.com/privacy. If you do not agree to the Apple Privacy Policy, do not use Connected Services that require your location.

c. *Note Regarding Connected Services That Use Location (Android Devices).* Connected 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 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_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 Services that require your location.

12. **Cloud Services**. Without limiting the disclaimers and limitations of liability set forth in Section 17, you acknowledge and agree as follows: (a) the Mobile App and the Connected 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 the Mobile App and the Connected Services would vary if we provided the Mobile App and the Connected 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.

13. **Third-Party Services.** The Mobile App and the Connected 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 Mobile 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, the Mobile App, and the Connected Services. We cannot assure you that these third-party services will function correctly with the Mobile App or the Connected Services, either now or at some future time. We do not endorse, and hereby disclaim all liability or responsibility to you or any other person for, any of these third-party services.

14. **Links and External Websites.** The Mobile App and the Connected Services may contain links to and from websites. We make no representations whatsoever about any other website that you may access from the Mobile App or through the Connected Services. We are not responsible for the privacy practices or

content of those websites and we expressly deny 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.

15. **Our Intellectual Property Rights**. The Mobile App and the Connected Services (including Our 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 the Mobile App and the Connected Services or otherwise embodied in, displayed through, or provided directly or indirectly (e.g., emails or other communications from us to you) via, the Mobile App and the Connected Services are "**Our Property**." For clarity, Our Property includes all APIs, SDKs, request/response schemas, data models, documentation, cryptographic materials, certificates, keys, signatures, device attestation artifacts, and other technical interfaces and materials used by or for the Mobile App, Connected Services, Vehicles, or Honda Systems. 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 Our Property is prohibited. You acknowledge that Our Property has been created, compiled, developed and maintained by or on behalf of us or the applicable Independent Provider at great expense of time and money such that misappropriation or unauthorized disclosure or use of Our 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 and ACURA names 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. The Mobile App and the Connected Services also may 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 the Mobile App or the Connected 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 Our Property solely to the extent necessary for you to use the Mobile App and the Connected Services for your own personal, non-commercial use, as permitted by these Terms. We reserve all other rights.

**16. Open Source Software.**

The Mobile App incorporates certain free and open-source software components ("**Open Source Components**") that are licensed to us under third-party open-source licenses, including the Apache License 2.0, the MIT License, the BSD 3-Clause License, and the zlib License. Nothing in these Terms is intended to limit any rights granted to you under the terms of any applicable open-source license, nor to grant you rights that supersede the terms and conditions of any such applicable open-source license.

A list of the Open Source Components used in the Mobile App, along with the applicable copyright notices and license texts, is available within the Mobile App under ***Account Settings > Legal & Privacy Terms > Open Source Software*** or such other location as we may designate from time to time.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE OPEN SOURCE COMPONENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE COPYRIGHT HOLDERS AND CONTRIBUTORS OF THE OPEN SOURCE COMPONENTS SHALL NOT BE LIABLE FOR ANY

CLAIM, DAMAGES, OR OTHER LIABILITY ARISING FROM YOUR USE OF SUCH COMPONENTS.

17. **DISCLAIMER OF WARRANTIES; LIMITATION ON LIABILITY**.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) ALL USES OF THE MOBILE APP AND THE CONNECTED SERVICES, INCLUDING THEIR QUALITY, PERFORMANCE, ACCURACY AND RELIABILITY, ARE AT YOUR SOLE RISK; (b) THE MOBILE APP AND THE CONNECTED SERVICES, INCLUDING ANY INFORMATION PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND; AND (c) WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE MOBILE APP, THE CONNECTED SERVICES AND INFORMATION PROVIDED BY OR IN CONNECTION WITH THE MOBILE APP AND THE CONNECTED 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, WE DO NOT GUARANTEE AND DISCLAIM ANY WARRANTY REGARDING THE ACCURACY OF DATA PROVIDED BY THE CONNECTED SERVICES, SUCH AS NEWS, TRAFFIC, POINTS OF INTEREST, OR OTHER CONTENT PROVIDED BY US, OUR AFFILIATES, OUR SERVICE PROVIDERS, INDEPENDENT PROVIDERS OR BY OR THROUGH THIRD-PARTY SERVICES; WE DO NOT GUARANTEE AGAINST LOSS OF DATA, WHICH MAY BE LOST AT ANY TIME; AND WE DO NOT GUARANTEE THAT THE CONNECTED SERVICES, INCLUDING THE ASSIST SERVICES, WILL BE PROVIDED AT ALL TIMES OR THAT ANY OR ALL CONNECTED SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR AT YOUR LOCATION. FOR EXAMPLE, CONNECTED SERVICES MAY BE UNAVAILABLE IN YOUR AREA OR LOCATION. We may pause or interrupt the Mobile App or any of the Connected Services at any time, and you should expect periodic downtime for updates to the Mobile App and the Connected Services. In addition, you understand that changes in third party technology or government regulation may render the Mobile App or any of the Connected Services obsolete or unusable. No advice or information, whether oral or written, obtained by you from us, our affiliates, our service providers, an Independent Provider or through the Mobile App, any of the Connected Services, or a third-party service will create any warranty.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL WE OR OUR AFFILIATES OR LICENSORS 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, MISUSE OF, OR INABILITY TO USE THE MOBILE APP, THE CONNECTED SERVICES, OR INFORMATION ON THE MOBILE APP OR ANY OF THE CONNECTED SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE OR OUR AFFILIATES OR LICENSORS WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL OUR OR ANY OF OUR AFFILIATE'S OR LICENSOR'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) ARISING OUT OF OR RELATING TO THESE TERMS AND YOUR USE OR POSSESSION OF THE MOBILE APP OR THE CONNECTED SERVICES 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.

18. **Indemnity.** In consideration of our providing you access to and use of the Mobile App and the Connected Services, to the maximum extent permitted by applicable law, you agree to indemnify us, 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 (a) your failure to comply with these Terms or any applicable Connected Services Terms; (b) your access to, use of, failure to use, or inability to use the Mobile App or any of the Connected Services; (c) 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 Mobile App or the Connected Services; (d) any activities of anyone other than you in connection with any Connected Services conducted through your account or with your user credentials or passwords; (e) any of your other activities under or in connection with these Terms, the Mobile App, or any of the Connected Services (but excluding any Liabilities to the extent caused by our gross negligence or willful misconduct); or (f) any access to or use of Honda Systems, the Mobile App, Connected Services, or your Vehicle by a third party in violation of Section 3 (whether or not authorized by you); or (g) any Third-Party Client that you enable, use, or authorize to interact with Honda Systems, the Mobile App, Connected Services, or your Vehicle. 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.

19. **Dispute Resolution and Arbitration**

In the event of any dispute arising out of or relating to these Terms (including their interpretation, validity, performance, or breach) (a "**Dispute**"), the Dispute shall be resolved solely as follows. A party shall send a written notice to all affected parties describing the Dispute and any relief requested, including any specific damages claimed. In order to permit the affected parties to attempt to resolve the matter amicably, no arbitral or judicial proceeding may be commenced until the passage of sixty (60) days from the receipt of the written notice.

The obligations set forth in this Section 19, including the agreement to arbitrate and the class action waiver, extend to all claims brought by or on behalf of minor users of the Mobile App and the Connected Services. Any parent or legal guardian who is deemed to have accepted these Terms on behalf of a minor pursuant to Section 5 has agreed to arbitration of all Disputes arising from the minor's use of the Mobile App and the Connected Services, to the fullest extent permitted by applicable law.

If the affected parties are unable to resolve the Dispute within the 60-day time period, any Dispute, other than a claim for wrongful death or personal injury, shall be resolved exclusively by binding arbitration administered by the American Arbitration Association (AAA) under its Consumer Rules (information about the AAA and its rules is available at www.adr.org.). In the event that the AAA is unavailable or unwilling to administer the arbitration, and the parties are unable to agree to a substitute, a substitute shall be appointed by the court. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. ss. 2, et seq. The obligation to arbitrate under this section shall extend to any claims against any affiliates, officers, directors, contractors, subcontractors, suppliers, agents, or employees of a party. This provision shall not apply to claims of patent, trademark, or copyright infringement or misappropriation of trade secrets. Nothing in this Section 19 shall prevent either party from seeking provisional injunctive or equitable relief as set forth in Section 29.

The arbitrator shall have authority to issue any and all remedies authorized by law, but the arbitrator shall have no authority to conduct proceedings on a class or aggregated basis without the written consent of all parties; provided, however, that in the event of the filing of over twenty five (25) arbitration claims against us or any of our affiliates, officers, directors, contractors, subcontractors, suppliers, agents, or employees

raising substantially the same or similar Dispute, the AAA may at the request of such respondents appoint a single arbitrator or panel of arbitrators to resolve some or all common issues of law or fact.

Notwithstanding the foregoing, any party may at its option file an individual claim in any small claims court for disputes or claims within the scope of its subject matter jurisdiction if such court has personal jurisdiction.

If at any time any party requests mediation, all affected parties shall participate in a mediation directly and not solely through counsel, the requesting party to bear the costs and fees of the mediator(s).

Without derogation of the parties' obligation to arbitrate, for any claims other than those in small claims court, jurisdiction for any court proceedings arising out of or relating to a Dispute shall be vested exclusively in the state or federal courts sitting in and for Los Angeles County, California, U.S.A., except that any judgment thereof or any arbitral award may be enforced in any court of competent jurisdiction. 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 dispute resolution and 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.

20. **Governing Law; Jurisdiction**. These Terms and use or operation of the Mobile App and the Connected 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.

21. **Limited Third Party Beneficiaries**. Our licensors and our affiliates that are controlled by or under common control with us are intended third party beneficiaries of Sections 17 and 18, and all of our disclaimers and limitations of liability in these Terms.

22. **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 the Mobile App or any of the Connected Services, you may contact our Designated Agent at the following address:

American Honda Motor Co., Inc.
Attn: DMCA
1919 Torrance Blvd.
Torrance, CA 90501
Phone Number: 1-310-781-4961

Any notice alleging that materials hosted by or distributed through the Mobile App or any of the Connected 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 the Mobile App or the applicable Connected 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 the Mobile App or any of the Connected 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 the Mobile App or any of the Connected 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 we 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.

23. **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 the Mobile App or any of the Connected Services.

24. **Geography**. We provide the Mobile App and the Connected Services for use only by persons located in the United States. The information provided in connection with the Mobile App and the Connected Services 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 us to any registration requirement within such jurisdiction or country. We make no claims that the Mobile App and the Connected Services or any of their content is accessible or appropriate outside of the United States. Access to the Mobile App and the Connected Services may not be legal by certain persons or in certain countries. If you access the Mobile App or any of the Connected Services from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

25. **Suspension and Termination**. You may terminate your use of the Mobile App and the Connected Services at any time. In order to discontinue sending information related to the Mobile App and/or the Connected Service(s) that you wish to terminate to us, our service providers and, if applicable, Independent Providers or any third-party services, you must affirmatively opt out of the Connected Service(s). Neither discontinuing use of the Mobile App or a Connected Service, nor deleting the Mobile App from your Mobile Device, is sufficient to stop information from being sent to us, our service providers and, if applicable, Independent Providers and third-party services. If you have questions about how to opt out of the Connected Services, please contact us at 1-888-528-7876. Please note that, even if you choose to opt out of the Connected 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 the Mobile App and the Connected Services at any time if we believe you are in breach of these Terms or any applicable Connected Services Terms. We reserve the right to terminate these Terms or to cease to offer the Mobile App or any of the Connected Services at any time on written notice to you, including by email or posting on the MyGarage 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 the Mobile App and the Connected Services and to delete and purge the Mobile App from your Mobile Device; (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 the Mobile App and the Connected Services or for termination of access to your account.

Upon termination of these Terms, Sections 1, 4, 6, 8, 9, 10, and 11 shall terminate (except to the extent any rights or obligations therein have already accrued). All other provisions of these Terms, any accrued obligations and remedies hereunder, and any provisions that by their nature should reasonably survive, shall survive the termination of these Terms.

26. **Entire Agreement**. Except as otherwise expressly provided herein, these Terms set forth the entire agreement between us and you regarding its subject matter, and supersede all prior promises, agreements or representations, whether written or oral, regarding such subject matter.

27. **Assignment**. Your registration, these Terms and your rights and obligations hereunder are not assignable, sublicensable, or otherwise transferable or delegable, by you to any third party without our prior written consent in our sole discretion. Any purported assignment, sublicense, 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.

28. **Electronic Assent**. These Terms may be executed electronically, and your electronic assent or use of the Mobile App or any of the Connected 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.

29. **Waiver**. 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. For clarity, nothing in these Terms (including the dispute resolution and arbitration provision in Section 19) shall prevent either party from seeking temporary or preliminary injunctive relief, or other provisional remedies, in any court of competent jurisdiction to protect intellectual property rights, Credentials, or the security or integrity of Honda Systems, pending the outcome of arbitration.

30. **Interpretation of Terms**. 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.

31. **U.S. Government Users**. The Mobile App and the Connected Services are 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 Mobile App and the Connected Services as are granted to all other end users under these Terms, 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.

32. **Terms Applicable if Accessing the Mobile App Through an Apple Device**. If you are accessing or using the Mobile App through an Apple device, the following additional terms are applicable to you and are incorporated into these Terms by this reference:

(a) To the extent that you are accessing the Mobile App through an Apple device, you acknowledge that these Terms are entered into between you and us, and that Apple, Inc. ("**Apple**") is not a party to these Terms other than as third party beneficiary as contemplated by Section 32(i) of these Terms below. You acknowledge that we, and not Apple, are responsible for providing the Mobile App and content thereof.

(b) The license to the Mobile App granted in Section 6 of these Terms is further limited to installing and using the Mobile App only on an iPhone or iPad that you own or control and as permitted by the Usage Rules set forth in the Mobile App Store Terms of Service (see www.apple.com/legal/itunes/us/terms.html). For purposes of clarity, the license granted to you in Section 6 of these Terms is non-transferable.

(c) You acknowledge that Apple has no obligation whatsoever to furnish any maintenance or any support services to you with respect to the Mobile App. To the extent that there are any such maintenance or support obligations under applicable law or the terms of these Terms, we are solely responsible.

(d) In the event of any failure of the Mobile App to conform to any applicable warranty (none of which is granted under these Terms), you may notify Apple, and Apple will refund the purchase price for the Mobile App 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 Mobile App 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 these Terms) will be our sole responsibility.

(e) Notwithstanding anything to the contrary herein, and subject to the terms in these Terms, you acknowledge that, solely as between Apple and us, we, and not Apple, are responsible for addressing any claims you or any third party may have relating to the Mobile App, or your possession and/or use thereof, including: (i) product liability claims; (ii) any claim that the Mobile App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. These Terms do not limit our liability to you beyond what is permitted by applicable law.

(f) You agree that in the event of a third party claim that the Mobile App or your possession and use of the Mobile App infringes on a third party's intellectual property rights, we (and not Apple) will be solely responsible for any investigation, defense, settlement and discharge of any such intellectual property infringement claims.

(g) If you have any questions, complaint or claims with respect to the Mobile App they should be directed to American Honda Motor Co., Inc., ATTN: In-Car Technology Support, Mail Stop: CHI-5, 1919 Torrance Blvd., Torrance, CA 90501, or by phone at 1-888-528-7876.

(h) You agree to comply with applicable third party terms of agreement when using the Mobile App.

(i) You acknowledge and agree that Apple, and Apple's subsidiaries, are third party beneficiaries of these Terms, and that, upon your acceptance of the terms of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third party beneficiary thereof.

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

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