American Honda's Vehicle Technology Data Privacy Practices

American Honda Motor, Co., Inc. ("Honda"), the distributor of Acura and Honda vehicles in the United States, for a long time has taken most seriously the need to protect consumer privacy. With the growing application of in-vehicle technologies and services that can transmit personally identifiable information to Honda, its service providers and, potentially, third parties in order to enhance the safety, performance, and driving experience of its customers, Honda has, along with other automakers, made a commitment about how it will collect, use, share, and hold such information. The Consumer Privacy Protection Principles for Vehicle Technologies and Services (the "Privacy Principles") that are linked below reflect that commitment.

The Privacy Principles provide a framework for how Honda will handle “Covered Information.” Covered Information consists of personally identifiable information collected, generated, recorded, or stored in an electronic format in vehicles as part of vehicle technologies and services that can be retrieved by or on behalf of Honda, or is personal subscription information provided by consumers subscribing to or registering for certain vehicle technologies or services. The Privacy Principles provide additional, heightened protections for the most sensitive types of consumer in-vehicle data, such as geo-location, driver behavior, and biometric data.

**Fundamentals of the Privacy Principles:**

- **Transparency:** Honda commits to providing Owners and Registered Users of connected vehicle services with ready access to clear, meaningful notices about its collection, use, and sharing of Covered Information.
- **Choice:** Honda commits to offering Owners and Registered Users with certain choices regarding the collection, use, and sharing of Covered Information.
- **Respect for Context:** Honda commits to using and sharing Covered Information in ways that are consistent with the context in which the Covered Information was collected, taking into account the likely impact on Owners and Registered Users.
- **Data Minimization, De-Identification & Retention:** Honda commits to collecting Covered Information only as needed for legitimate business purposes. Honda further commits to retaining Covered Information for only as long as it determines necessary for legitimate business purposes.
- **Data Security:** Honda commits to implementing reasonable measures to protect Covered Information against unauthorized access or use.
- **Integrity & Access:** Honda commits to implementing reasonable measures to maintain the accuracy of Covered Information and further commits to offering Owners and Registered Users reasonable means to review and correct Personal Subscription Information that they provide during the subscription or registration process for Vehicle Technologies and Services.
- **Accountability:** Honda commits to taking reasonable steps to ensure that it and other entities that receive Covered Information adhere to the Principles.

As part of the commitments under the Privacy Principles, Honda has established this webpage so consumers can access all of the terms and conditions and other relevant documents related to programs, technologies, applications and services it offers whereby Covered Information may be collected, used, shared or held by Honda. The applicable terms and conditions, and other relevant documents or statements, for such programs, technologies, applications, and services also are linked below.

**Privacy Principles**

- **AcuraLink Terms & Conditions**
- **AcuraLink Connect – Android**
- **AcuraLink Connect – iOS**
- **AcuraLink RoadSide – Android**
- **AcuraLink RoadSide – iOS**
- **HondaLink Terms & Conditions**
- **HondaLink Assist**
- **Fit EV Data Collection and Disclosure Agreement**
- **Statement re: Event Data Recorder Operations**
Privacy Principles

November 12, 2014

The Honorable Edith Ramirez Chairwoman
U.S. Federal Trade Commission
600 Pennsylvania Avenue
N.W. Washington, DC  20580

Dear Chairwoman Ramirez:

Re: Consumer Privacy Protection Principles for Vehicle Technologies and Services

On behalf of the Participating Members of the Alliance of Automobile Manufacturers, Inc. ("Alliance") and the Association of Global Automakers ("Global Automakers"), we are submitting to you Consumer Privacy Protection Principles for Vehicle Technologies and Services. The Participating Members are publicly committing to implement these Principles.

Starting in the Spring of 2014, Members of the Alliance and Global Automakers came together to create a set of privacy principles for vehicle technologies and services ("Principles"), to which members of the Associations and others can agree to as baseline privacy commitments.

The Principles reflect a major step in the protection of personal information collected through in-car technologies. Although individual Members of both Associations have long protected the personal information under their control, the Principles mark the first industry-wide statement of privacy principles showing a commitment to responsible stewardship of the information used to provide vehicle technologies and services. Sensitive information, like geolocation information and driver behavior information, receives heightened protections.

The Principles reflect the reality that automobiles increasingly have innovative technologies and services designed to enhance vehicle safety, improve vehicle performance, and augment the driving experience, and that many of these technologies and services rely upon information collected from vehicle systems. Sometimes that information includes the precise location information of vehicles, or information about how drivers operate their vehicles. This information, which is critical to safety and the driving experience, deserves protection.

The Principles establish a framework that automakers and other participants in the automotive industry may choose to adopt when offering innovative vehicle technologies and services. The Participating Members adopting this framework commit to seven Principles: Transparency; Choice; Respect for Context; Data Minimization, De-Identification & Retention; Data Security, Integrity & Access, and Accountability. These Principles are based on the Fair Information Practice Principles ("FIPPs"), which have served for over forty years as the basis for privacy frameworks in the United States and around the world.

The establishment of these Principles complements another joint action by our two associations to help promote the security of vehicle-generated data. In July of this year, the Alliance and Global Automakers committed to the U.S. Department of Transportation's National Highway Traffic Safety Administration ("NHTSA") to working towards the establishment of a voluntary automobile industry sector information sharing and analysis center ("ISAC") or comparable program for collecting and sharing information about existing or potential cyber-related threats and vulnerabilities in motor vehicle electronics or associated in-vehicle networks ("Auto-ISAC") that is appropriate to the needs and particular circumstances of the automobile industry sector.

Sincerely,

Mitch Bainwol
President and Chief Executive Officer

ALLIANCE OF AUTOMOBILE MANUFACTURERS, INC.

John Bozzella
President and Chief Executive Officer

ASSOCIATION OF GLOBAL AUTOMAKERS, INC.
**COMMITMENT**

**OF THE**

**ALLIANCE OF AUTOMOBILE MANUFACTURERS, INC.**

**AND THE**

**ASSOCIATION OF GLOBAL AUTOMAKERS, INC.**

**TO THE**

**CONSUMER PRIVACY PROTECTION PRINCIPLES**

**FOR**

**VEHICLE TECHNOLOGIES AND SERVICES**

The members of the Alliance of Automobile Manufacturers, Inc. and the Association of Global Automakers, Inc. take the privacy of customers very seriously. We believe that strong consumer data privacy protections are essential to maintaining customers’ trust.

To demonstrate this commitment to our customers, members of the two Associations came together to create the Consumer Privacy Protection Principles for Vehicle Technologies and Services (“Principles”), to which we hereby subscribe and agree to as a baseline commitment to data privacy. We encourage other members of the automotive community to join our commitment and subscribe to these Principles as well.

The Principles reflect a major step in protecting personal information collected in the vehicle. For the first time, the industry is adopting central concepts to demonstrate a unified commitment to the responsible stewardship of information used to provide vehicle technologies and services. Sensitive information, such as geolocation, driver behavior, and biometric information, receives additional, heightened protections under the Principles.

The Principles reflect the reality that automobiles increasingly rely on innovative technologies and services that are designed to enhance vehicle safety, improve vehicle performance, and augment the driving experience. Many of these technologies and services rely upon the collection of data from vehicle systems. This data may include the precise location information of vehicles or information about how drivers operate their vehicles. This data deserves protection.

Those companies adopting this framework (“Participating Members”), commit to the following seven fundamentals: (1) Transparency; (2) Choice; (3) Respect for Context; (4) Data Minimization, De-Identification & Retention; (5) Data Security; (6) Integrity & Access; and (7) Accountability.

These fundamentals are based on the Fair Information Practice Principles (“FIPPs”), which have served as the basis for privacy frameworks in the United States and around the world for over forty years.

The Principles are as follows:

i) **Transparency:** Participating Members commit to providing Owners and Registered Users with ready access to clear, meaningful notices about the Participating Member’s collection, use, and sharing of Covered Information.

ii) **Choice:** Participating Members commit to offering Owners and Registered Users with certain choices regarding the collection, use, and sharing of Covered Information.

iii) **Respect for Context:** Participating Members commit to using and sharing Covered Information in ways that are consistent with the context in which the Covered Information was collected, taking account of the likely impact on Owners and Registered Users.

iv) **Data Minimization, De-Identification & Retention:** Participating Members commit to collecting Covered Information only as needed for legitimate business purposes. Participating Members commit to retaining Covered Information no longer than they determine necessary for legitimate business purposes.

v) **Data Security:** Participating Members commit to implementing reasonable measures to protect Covered Information against unauthorized access or use.
vi) Integrity & Access: Participating Members commit to implementing reasonable measures to maintain the accuracy of Covered Information and commit to offering Owners and Registered Users reasonable means to review and correct Personal Subscription Information that they provide during the subscription or registration process for Vehicle Technologies and Services.

vii) Accountability: Participating Members commit to taking reasonable steps to ensure that they and other entities that receive Covered Information adhere to the Principles.

By subscribing to these Principles, we commit to meeting or exceeding the commitments contained in the Principles for new vehicles manufactured no later than Model Year 2017 (which may begin as early as January 2, 2016), and for Vehicle Technologies and Services subscriptions that are initiated or renewed on or after January 2, 2016. To the extent practicable, each of us shall commit to implementing the Principles for Covered Information collected from vehicles manufactured before January 2, 2016. When compliance with the Principles involves a vehicle engineering change, each Participating Member commits to complying with the Principles as soon as practicable, by no later than vehicle Model Year 2018.

Covered Information is information that is linked or linkable to: the vehicle from which the information is retrieved: the owner of that vehicle; or a registered user of that vehicle’s technologies and services. Further, Covered Information is information that vehicles collect, generate, record, or store in an electronic format that is retrieved from vehicles by or on behalf of a Participating Member in connection with Vehicle Technologies and Services; or Personal Subscription Information provided by individuals subscribing or registering for Vehicle Technologies and Services. Covered Information includes biometric, driver behavior, and geolocation information. See attached Principles for more information.

PARTICIPATING MEMBERS

AMERICAN HONDA MOTOR CO., INC.
ASTON MARTIN LAGONDA OF NORTH AMERICA, INC.
BMW OF NORTH AMERICA, LLC
CHRYSLER GROUP LLC
FERRARI NORTH AMERICA, INC.
FORD MOTOR COMPANY GENERAL MOTORS LLC
HYUNDAI MOTOR AMERICA
KIA MOTORS AMERICA
MASERATI NORTH AMERICA, INC.
MAZDA NORTH AMERICAN OPERATIONS
MERCEDES–BENZ USA, LLC
MITSUBISHI MOTORS NORTH AMERICA, INC.
NISSAN NORTH AMERICA, INC.
PORSCHE CARS NORTH AMERICA
SUBARU OF AMERICA, INC.
TOYOTA MOTOR SALES, USA
VOLKSWAGEN GROUP OF AMERICA, INC.
VOLVO CAR GROUP

Consumer Privacy Protection Principles

PRIVACY PRINCIPLES FOR VEHICLE TECHNOLOGIES AND SERVICES

November 12, 2014

PRIVACY PRINCIPLES FOR VEHICLE TECHNOLOGIES AND SERVICES

I. INTRODUCTION

The automotive industry is developing innovative technologies and services that promise to deliver substantial benefits and enhance the driving experience. These technologies and services may assist in enhancing safety, reducing the environmental impacts of vehicles, diagnosing vehicle malfunctions, calling for emergency assistance, detecting and preventing vehicle theft, reducing traffic congestion, improving vehicle efficiency and performance, delivering navigation services, providing valuable information services, and more. The Alliance of Automobile Manufacturers, the Association of Global Automakers, and their members are excited about the benefits offered by today’s vehicle technologies and services and look forward to expanding the array of innovative technologies and services offered to consumers.

Many of these technologies and services are based upon information obtained from a variety of vehicle systems and involve the collection of information about a vehicle’s location or a driver’s use of a vehicle. Consumer trust is essential to the success of vehicle technologies and services. The Alliance, Global Automakers, and their members understand that consumers want to know how these vehicle technologies and services can deliver benefits to them while respecting their privacy.
Privacy is important to consumers, and it is important to us. That is why the Alliance and Global Automakers have issued these Privacy Principles ("Principles"). The Principles provide an approach to customer privacy that members can choose to adopt when offering innovative vehicle technologies and services. Each member has made an independent decision about whether to adopt the Principles, and other companies may choose to adopt them as well. We provide a list of those companies that have adopted the Principles in the Appendix, and they are referred to as "Participating Members.”

The Principles apply to the collection, use, and sharing of Covered Information in association with Vehicle Technologies and Services available on cars and light trucks sold or leased to individual consumers for personal use in the United States.

The Principles are subject to change over time. When they do change, the Alliance and Global Automakers will post the updated Principles at www.automotiveprivacy.com and https://www.globalautomakers.org/topic/privacy. The Principles are not intended to replace inconsistent or conflicting applicable laws and regulations, where they exist. So, the Principles should be interpreted as subject to and superseded by applicable laws and regulations. Participating Members may implement the Principles in different ways, reflecting differences in technologies and other factors. And Participating Members may choose to incorporate into their privacy programs elements that are not addressed in the Principles and are free to take additional privacy steps.

But regardless of how Participating Members design their privacy programs and implement the Principles, Participating Members affirm the following fundamentals, as detailed in the relevant sections that follow:

- **Transparency**: Participating Members commit to providing Owners and Registered Users with ready access to clear, meaningful notices about the Participating Member’s collection, use, and sharing of Covered Information.
- **Choice**: Participating Members commit to offering Owners and Registered Users with certain choices regarding the collection, use, and sharing of Covered Information.
- **Respect for Context**: Participating Members commit to using and sharing Covered Information in ways that are consistent with the context in which the Covered Information was collected, taking account of the likely impact on Owners and Registered Users.
- **Data Minimization, De-Identification & Retention**: Participating Members commit to collecting Covered Information only as needed for legitimate business purposes. Participating Members commit to retaining Covered Information no longer than they determine necessary for legitimate business purposes.
- **Data Security**: Participating Members commit to implementing reasonable measures to protect Covered Information against loss and unauthorized access or use.
- **Integrity & Access**: Participating Members commit to implementing reasonable measures to maintain the accuracy of Covered Information and commit to giving Owners and Registered Users reasonable means to review and correct Personal Subscription Information.
- **Accountability**: Participating Members commit to taking reasonable steps to ensure that they and other entities that receive Covered Information adhere to the Principles.

The application of these fundamental principles is described in more detail in the sections that follow.

## II. APPLICABILITY

The Principles apply to the collection, use, and sharing of Covered Information in association with Vehicle Technologies and Services available on cars and light trucks sold or leased to individual consumers for personal use in the United States.

Participating Members are listed in the Appendix.

Each Participating Member commits to complying with the Principles for new vehicles manufactured no later than Model Year 2017 (which may begin as early as January 2, 2016) and for Vehicle Technologies and Services subscriptions that are initiated or renewed on or after January 2, 2016. To the extent practicable, each Participating Member commits to implementing the Principles for Covered Information collected from vehicles manufactured before January 2, 2016. If compliance with the Principles involves a vehicle engineering change, each Participating Member commits to complying with the Principles as soon as practicable, but by no later than vehicle Model Year 2018.

Some Participating Members may work with Third-party Service Providers to provide some or all of their Vehicle Technologies and Services. When doing so, Participating Members commit to taking reasonable steps to ensure that Third-party Service Providers adhere to the Principles in providing Vehicle Technologies and Services that involve the collection, use, or sharing of Covered Information. Businesses other than Third-party Service Providers may provide Owners and Registered Users with apps or other offerings that involve the collection of information from vehicles. Participating Members will encourage those businesses to respect the privacy of Owners and Registered Users and will take reasonable steps to provide those businesses with an opportunity to provide Owners and Registered Users with information about the businesses’ privacy practices.
However, the Principles directly apply only to Participating Members. The Principles do not apply directly to vehicle dealerships that are not owned by Participating Members.

III. SCOPE OF THE PRINCIPLES AND DEFINITIONS

The Principles provide a framework for Participating Members to embrace when collecting, using, and sharing Covered Information. The following defined terms are used in the Principles. Together, the definitions describe the scope of the Principles.

Affirmative Consent: An Owner’s or Registered User’s clear action performed in response to a clear, meaningful, and prominent notice disclosing the collection, use, and sharing of Covered Information.

Biometrics: Covered Information about an Owner’s or Registered User’s physical or biological characteristics that serves to identify the person.

Covered Information: 1) Identifiable Information that vehicles collect, generate, record, or store in an electronic form that is retrieved from the vehicles by or on behalf of a Participating Member in connection with Vehicle Technologies and Services; or 2) Personal Subscription Information provided by individuals subscribing or registering for Vehicle Technologies and Services.

Exclusion from Covered Information: If Participating Members collect Covered Information and then alter or combine the information so that the information can no longer reasonably be linked to the vehicle from which the information was retrieved, the Owner of that vehicle, or any other individual, the information is no longer Covered Information. If Participating Members attempt to link the information to specific, identified individuals or vehicles or share the information without prohibiting the recipients from attempting such linking, the information becomes Covered Information.

Driver Behavior Information: Covered Information about how a person drives a vehicle. Examples are vehicle speed, seat belt use, and information about braking habits. This does not include information that is used only for safety, diagnostics, warranty, maintenance, or compliance purposes.

Geolocation Information: Covered Information about the precise geographic location of a vehicle.

Identifiable Information: Information that is linked or reasonably linkable to i) the vehicle from which the information was retrieved, ii) the Owner of that vehicle, or iii) the Registered User using Vehicle Technologies and Services associated with the vehicle from which the information was retrieved.

Owners: Those individuals who have legal title to a vehicle that receives or is equipped with Vehicle Technologies and Services that use Covered Information; those entitled to possession of such a vehicle, like purchasers under an agreement (for example, a vehicle loan where the vehicle is collateral); and those entitled to possession of such a vehicle as lessees pursuant to a written lease agreement that, at its inception, is for a period of more than three months. The term “Owners” does not include lienholders and lenders.

Personal Subscription Information: Information that individuals provide during the subscription or registration process that on its own or in combination with other information can identify a person, such as a name, address, credit card number, telephone number, or email address.

Registered User: An individual other than an Owner who registers with, and provides Personal Subscription Information to, a Participating Member in order to receive Vehicle Technologies and Services that use Covered Information.

Third-party Service Providers: Companies unaffiliated with Participating Members that receive Covered Information when conducting business on behalf of a Participating Member.

Vehicle Technologies and Services: Technologies and services provided by, made available through, or offered on behalf of Participating Members that involve the collection, use, or sharing of information that is collected, generated, recorded, or stored by a vehicle.

IV. SPECIFIC PRINCIPLES

1. TRANSPARENCY

Participating Members commit to providing Owners and Registered Users with ready access to clear, meaningful notices about the Participating Member’s collection, use, and sharing of Covered Information.

Participating Members commit to providing notices in a manner that enables Owners and Registered Users to make informed decisions.
How Participating Members may provide notices: Participating Members may make notices available in a variety of ways. Depending on the nature of the Vehicle Technologies and Services and the circumstances in which they are offered, different mechanisms may be reasonable to provide Owners and Registered Users with ready access to clear, meaningful notices about the Covered Information that Participating Members collect, use, and share. There is no one-size-fits-all approach. Among the various ways Participating Members may choose to provide notices are in owners’ manuals, on paper or electronic registration forms and user agreements, or on in-vehicle displays. At a minimum, Participating Members commit to making information regarding the collection, use, and sharing of Covered Information publicly available via online web portals.

When Participating Members may provide notices: Participating Members commit to taking reasonable steps to provide Owners and Registered Users with ready access to clear, meaningful notices prior to initial collections of Covered Information. Notices need not be provided prior to every instance of collection where addressed by prior notices.

Content of notices: Participating Members commit to designing the notices so that they provide Owners and Registered Users with clear, meaningful information about the following:

- the types of Covered Information that will be collected;
- the purposes for which that Covered Information is collected;
- the types of entities with which the Covered Information may be shared;
- the deletion or de-identification of Covered Information;
- the choices Owners and Registered Users may have regarding Covered Information;
- whether and how Owners and Registered Users may access any Covered Information; and
- where Owners and Registered Users may direct questions about the collection, use, and sharing of Covered Information.

Notices regarding the collection of Geolocation Information, Biometrics, and Driver Behavior Information:
When Participating Members collect, use, or share Geolocation Information, Biometrics, or Driver Behavior Information, Participating Members commit to providing clear, meaningful, and prominent notices about the collection of such information, the purposes for which it is collected, and the types of entities with which the information may be shared. Please see the Choice section below for information about the Principles’ Affirmative Consent conditions if Participating Members use Geolocation Information, Biometrics, or Driver Behavior Information as a basis for marketing or share such information with unaffiliated third parties for their own purposes.

Changing notices: Participating Members commit to taking reasonable steps to alert Owners and Registered Users prior to changing the collection, use, or sharing practices associated with Covered Information in ways that have a material impact on Owners or Registered Users. If the new practices involve using Covered Information in a materially different manner than claimed when the Covered Information was collected, Participating Members commit to obtaining Affirmative Consent from Owners and Registered Users to the new practices.

2. CHOICE
Participating Members commit to offering Owners and Registered Users with certain choices regarding the collection, use, and sharing of Covered Information.

Certain safety, operations, compliance, and warranty information may be collected by necessity without choice.

When Participating Members provide notices consistent with the Transparency principle, an Owner’s or Registered User’s acceptance and use of Vehicle Technologies and Services constitutes consent to the associated information practices, subject to the Affirmative Consent provisions below.

Participating Members understand that the sharing and use of Geolocation Information, Biometrics, and Driver Behavior Information can raise concerns in some situations, therefore Participating Members also commit to obtaining Affirmative Consent expeditiously for the following practices:

- using Geolocation Information, Biometrics, or Driver Behavior Information as a basis for marketing; and
- sharing Geolocation Information, Biometrics, or Driver Behavior Information with unaffiliated third parties for their own purposes, including marketing.

Affirmative Consent is not required, however, when Geolocation Information, Biometrics, or Driver Behavior Information is used or shared.
• as reasonably necessary to protect the safety, property, or rights of Participating Members, Owners, Registered Users, drivers, passengers, or others (this includes sharing information with emergency service providers);
• only for safety, operations, compliance, or warranty purposes;
• for internal research or product development;
• as reasonably necessary to facilitate a corporate merger, acquisition, or sale involving a Participating Member’s business;
• as reasonably necessary to comply with a lawful government request, regulatory requirement, legal order, or similar obligation, which, in the case of requests or demands from governmental entities for Geolocation Information, must be in the form of a warrant or court order, absent exigent circumstances or applicable statutory authority; and
• to assist in the location or recovery of a vehicle reasonably identified as stolen.

Participating Members also need not obtain Affirmative Consent when sharing Geolocation Information, Biometrics, or Driver Behavior Information with Third-party Service Providers that assist in providing Vehicle Technologies and Services if those parties are not permitted to use that information for their independent use and the sharing is consistent with the notices that Participating Members have provided.

Participating Members may obtain Affirmative Consent at the time of vehicle purchase or lease, when registering for a service, or at another time.

3. RESPECT FOR CONTEXT

Participating Members commit to using and sharing Covered Information in ways that are consistent with the context in which the Covered Information was collected, taking account of the likely impact on Owners and Registered Users.

The context of collection: Various factors will determine the context of collection, including the notices offered to Owners and Registered Users, the permissions that they have provided, their reasonable expectations, and how the use or sharing will likely impact them.

• When Participating Members present clear, meaningful notices about how Covered Information will be used and shared, that use and sharing is consistent with the context of collection.
• Participating Members commit to making reasonable and responsible use of Covered Information and may share that information as reasonable for those uses. Reasonable and responsible practices may vary over time as business practices and consumer expectations evolve.

The following examples illustrate some of the reasonable and responsible ways in which Participating Members may use or share Covered Information consistent with the context of collecting that information, taking into account the likely impact on Owners and Registered Users. The list is not meant to be exhaustive.

• Using or sharing Covered Information as reasonably necessary to provide requested or subscribed services;
• Using or sharing Covered Information to respond to a possible emergency or other situation requiring urgent attention;
• Using or sharing Covered Information to conduct research or analysis for vehicles or Vehicle Technologies and Services;
• Using or sharing Covered Information to diagnose or troubleshoot vehicle systems;
• Using or sharing Covered Information as reasonably necessary to facilitate a corporate merger, acquisition, or sale involving a Participating Member’s business;
• Sharing Covered Information for operational purposes with affiliated companies that are clearly associated with the Participating Member or with the Vehicle Technologies and Services from which the Covered Information was collected or derived;
• Using or sharing Covered Information to prevent fraud and criminal activity, or to safeguard Covered Information associated with Owners or their vehicles;
• Using or sharing Covered Information to improve products and services or develop new offerings associated with Vehicle Technologies and Services, vehicles, vehicle safety, security, or transportation infrastructure;
• Using Covered Information to provide Owners or Registered Users with information about goods and services that may be of interest to them;
• Sharing Covered Information as reasonably necessary to comply with a lawful government request, regulatory requirement, legal order, or similar obligation, which in the case of requests or demands from governmental entities for Geolocation Information, must be in the form of a warrant or court order, absent exigent circumstances or applicable statutory authority; and
• Using or sharing Covered Information to protect the safety, property, or rights of Owners, Participating Members, or others.

4. DATA MINIMIZATION, DE-IDENTIFICATION & RETENTION

Participating Members commit to collecting Covered Information only as needed for legitimate business purposes. Participating Members commit to retaining Covered Information no longer than they determine necessary for legitimate business purposes.

5. DATA SECURITY

Participating Members commit to implementing reasonable measures to protect Covered Information against loss and unauthorized access or use.

Reasonable measures to protect Covered Information: Reasonable measures include standard industry practices. Those practices evolve over time and in reaction to evolving threats and identified vulnerabilities.

6. INTEGRITY & ACCESS

Participating Members commit to implementing reasonable measures to maintain the accuracy of Covered Information and commit to offering Owners and Registered Users reasonable means to review and correct Personal Subscription Information.

Participating Members may provide the means to review and correct Personal Subscription Information in a variety of ways, including but not limited to web portals, mobile applications, or in-vehicle tools.

Participating Members commit to exploring additional means of providing Owners and Registered Users with reasonable access to Covered Information, taking into account potential security and privacy issues.

7. ACCOUNTABILITY

Participating Members commit to taking reasonable steps to ensure that they and other entities that receive Covered Information adhere to the Principles.

Accountability mechanisms that Participating Members may implement: Participating Members commit to implementing reasonable policies, procedures, and practices to help ensure adherence to the Principles. Participating Members may implement training programs for employees and other personnel that handle Covered Information. Participating Members may consider creating internal privacy review boards to evaluate and approve new technologies and services involving Covered Information. Participating Members should make available reporting mechanisms for consumers to report concerns to Participating Members. Participating Members also commit to taking reasonable steps to ensure that Third-party Service Providers adhere to the Principles in providing Vehicle Technologies and Services that involve the collection, use, or sharing of Covered Information.

V. CONTACT INFORMATION

ALLIANCE OF AUTOMOBILE MANUFACTURERS
803 7TH STREET, N.W., SUITE 300
WASHINGTON, DC 20001 TEL: (202) 326-5500

GLOBAL AUTOMAKERS
1050 K ST., NW SUITE 650
WASHINGTON, DC 20001 TEL: (202) 650-5555
Appendix

Participating Members

AMERICAN HONDA MOTOR CO., INC.
ASTON MARTIN LAGONDA OF NORTH AMERICA, INC.
BMW OF NORTH AMERICA, LLC
CHRYSLER GROUP, LLC
FERRARI NORTH AMERICA
FORD MOTOR COMPANY
GENERAL MOTORS, LLC
HYUNDAI MOTOR AMERICA
KIA MOTORS AMERICA
MASERATI NORTH AMERICA, INC.
MAZDA NORTH AMERICAN OPERATIONS
MERCEDES-BENZ USA, LLC
MITSUBISHI MOTORS NORTH AMERICA, INC.
NISSAN NORTH AMERICA, INC.
PORSCHE CARS NORTH AMERICA
SUBARU OF AMERICA, INC.
TOYOTA MOTOR SALES, USA
VOLKSWAGEN GROUP OF AMERICA, INC.
VOLVO CAR GROUP

AcuraLink Terms & Conditions

Thank you for choosing the AcuraLink application suite (the “Application”), supporting the ownership experience of your selected 2014 and later Acura 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 the Acura division of American Honda Motor Co., Inc. (if You purchased the Vehicle in the United States) or the Acura division of 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 companies, for ease of reference, they are both referred to in these Terms as “Acura”.) 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; AcuraLink Navigation, which provides route mapping and traffic services; and AcuraLink Connect, which provides you with a number of Owner and convenience features. 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.

You understand that neither Acura nor any Third Party Provider can assure you, or make any guarantees or warranties, about the delivery, content or timeliness of any of the Connected Vehicle Services or even whether the Connected Vehicle Services will in fact be provided. 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 CONNECTED VEHICLE SERVICES 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 Acura for the use of the Application. This replaces any earlier agreements between us regarding the subject matter hereof. By downloading, installing, and/or using this Application on Your smart phone, other mobile device 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 this Application. In addition, by turning on or using any of the Connected Vehicle Services, you accept these terms and conditions with respect to such Connected Vehicle 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 Acura. A copy of these Terms may be obtained through the About page of this Application.

Representations about You

You represent that You are older than thirteen years of age and reside in the United States or Canada, and You will only use this 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 Acura 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 installed in Your Vehicle, You must be a registered user of AcuraLink with an Acura 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 Mobile Device (e.g., no alterations to device security [e.g., jail-broken or rooted mobile devices might not be supported for security reasons] and/or a certain level of device security or security protocols may be required)
- Certain Mobile Devices may require a 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 (e.g., the Application may become obsolete by a newer version, which may require updating an operating system, which may require downloading a new version of the Application, and accepting a newer version of these Terms).

Usage License

Acura hereby grants You a non-exclusive, non-transferable license to download, install and use this 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 this Application, or any part of it, by any means or for any purposes other than in accordance with these Terms. You agree that Acura retains all title and interest in this Application. You agree not to remove, alter, or otherwise obscure any trademark, copyright or other proprietary rights notices contained within or displayed by this Application.

Personal, Non-Commercial Use

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

Third Party Services

Use of this Application requires the involvement of hardware, services, and applications that were not developed by Acura and that are not under the control of Acura, 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"). Acura cannot assure You that these third party hardware, services, and applications will function correctly with this Application, either now or at some future time, and expressly denies any liability related to the involvement and interaction with these third party hardware, services, and applications.

Fees, Costs and Other Expenses

This Application makes use of a data network operated by Your wireless or Internet service provider to send data among Your Internet-enabled Mobile Device, Your Vehicle, and our 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 usage of this 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 us 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. Acura maintains exclusive right to control access to this Application. You understand and agree that we reserve 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). Acura 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

Acura values the trust that You place in us. In turn, we guard that trust by respecting Your privacy, particularly as it relates to maintaining the confidentiality of any personal information that we receive. This notice explains the types of information we collect through this Application, how we use it, and the circumstances under which we may share it. This notice is provided on behalf of Acura and applies to the use of this Application. This notice applies only to the customer and member information that we receive in connection with Your use of this Application and does not apply to information that we receive 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 Acura’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 us at the mailing addresses or customer care telephone numbers provided below. This notice takes precedence over any previous privacy notices that Acura has issued related to this Application.

Collection and Use of Data

You understand that the Application may collect information that personally identifies You (“Personally Identifiable Information”). 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 Acura, its affiliates, its service providers, and Third Party Providers. We limit the Personally Identifiable Information we collect from You while using this 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 our business; provide superior service; offer opportunities that we think would be of benefit to Acura 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 our rights or property; verify compliance with these Terms; and enable other related uses we may develop (together, the “Contemplated Uses”). “Personally Identifiable Information” or “Personal Information” refers to 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”); and any combination of data elements that could allow access to any of the above described information.

In order to best serve Your needs, we gather and retain the following information:

- Information we receive 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 we receive from Third Party Providers supplying the Connected Vehicle Services.
• Information about Your Vehicle, such as location, speed, oil life, odometer mileage, fuel level, diagnostic trouble codes (e.g., when You need to schedule maintenance, when oil pressure is low) and other Vehicle status and diagnostic information. (Whether such information is collected will vary among Acura Vehicle models).

• Aggregate Information. Aggregate information is data we collect 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 us understand trends and customer needs so that we 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 Acura’s Third Party Provider in its calculation of traffic conditions, which are then communicated to You and other AcuraLink Navigation users.) Our definition of Personally Identifiable Information does not include “aggregate” information.

You hereby consent to our collection of this information, including but not limited to all Personally Identifiable Information and Personal Information, and the Contemplated Uses and You further agree that to perform these uses Acura may share this information with its affiliates, Third Party Providers, service providers used by Acura (e.g., mapping service providers, or companies that assist Acura in conducting surveys and research to help Acura 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).

Further, if You use Connected Vehicle Services that rely on information about your location, you hereby agree that Acura 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.

Location Data*

Some Connected Vehicle Services use location data. By using such Connected Vehicle Services, You consent and permit Your wireless carrier to share Your location with others. There is no representation, warranty or guarantee of accuracy, completeness or timeliness of any location data, product or service.

Links and External Websites*

This Application may contain links to and from websites. Acura makes no representations whatsoever about any other website that You may access from our websites or through this Application. Acura is not responsible for the privacy practices or content of those websites and Acura 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

We reserve the right, in our sole discretion, to change these Terms and our privacy policy at any time. If we change these Terms or our privacy policy, we will notify You and provide You with the updated Terms/policy. If You do not accept any updated Terms, Your access to the Application may be terminated immediately. We encourage You to review these Terms and our 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 USE OF THIS APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND THAT THE APPLICATION AND INFORMATION ON THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ACURA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND INFORMATION ON THE APPLICATION, 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 ACURA OR AN AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. AS EXAMPLES, AND WITHOUT LIMITATION, ACURA DISCLAIMS ANY WARRANTY REGARDING THE ACCURACY OF DATA PROVIDED BY THE APPLICATION, SUCH AS THE ACCURACY OF DIRECTIONS, ESTIMATED TRAVEL TIME, SPEED LIMITS, ROAD CONDITIONS, NEWS, WEATHER, TRAFFIC, OR OTHER CONTENT PROVIDED BY ACURA, ITS AFFILIATES, OR THIRD
PARTY PROVIDERS; ACURA DOES NOT GUARANTEE AGAINST LOSS OF APPLICATION DATA, WHICH MAY BE LOST AT ANY
TIME; ACURA DOES NOT GUARANTEE THAT THE SERVICES, INCLUDING BUT NOT LIMITED TO THE CONNECTED VEHICLE
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., 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 ACURA 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 THIS APPLICATION OR INFORMATION ON THE APPLICATION,
HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ACURA
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 ACURA’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 Acura, 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 or the Connected Vehicle Services, whether brought by You, Your employees, those claiming through You, or third parties, even if due to the sole negligence of Acura; (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 or the Connected Vehicle Services, except where the claims result from
the gross negligence or willful misconduct of Acura 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 Acura, and all notifications are deemed given when Acura sends the email or message. All notifications or notices
required under these Terms to be provided to Acura and questions or comments that you have about these Terms and
Conditions or the AcuraLink application may be sent to: American Honda Motor Co., Inc., ATTN: Acura Automobile
Customer Service, 1919 Torrance Blvd., Mail Stop: 500-2N7E, Torrance, CA 90501 (U.S. customers) or Honda Canada, Inc.,
ATTN: Acura Canada Customer Service, 180 Honda Blvd., Markham, ON L6C 0H9 (Canadian customers) and are deemed
given when Acura receives them

Term and Termination*
These Terms become effective immediately when You are granted access to this 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 this Application at any time. Acura 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 this Application automatically terminates and no notice is required.
Upon termination, Your right to use this Application shall cease.

Intellectual Property*
The text and images on this 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 Acura name and logos are registered trademarks of Honda Motor Co., Ltd. The trademarks and other
Acura 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 this
Application. No license to any Acura 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 Acura 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. 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.

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

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

Return

AcuraLink Connect – Android

Last updated on January 23, 2015

Thank you for choosing the AcuraLink® mobile application suite, consisting of the AcuraLink website (or in Canada, the Acura Owner's website), the AcuraLink® Connect Smartphone App, and the AcuraLink® Streams Smartphone App (the “Application”), supporting the ownership experience for your Acura vehicle (the “Vehicle”). These Terms of Service (“Terms”), along with the Privacy Policy below, which is incorporated herein by reference, define the full agreement for use of the Application between you (“You” or “Your”) and the Acura Division of 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). (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 “Acura, “we” or “us”).

Connected Vehicle Services

The Applications gives you access to interactive features and digital services, some of which are provided by third parties (“Third Party Service 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, Roadside Assistance, which provides a quick dial to Acura roadside assistance in non-emergency situations, and AcuraLink Connect which provides you with a number of in-vehicle safety, security and convenience services. Each of the Connected Vehicle Services may be subject to separate terms and conditions (“Connected Vehicle Service Terms”) in addition to these Terms. If you wish to receive any of the Connected Vehicle Services that are subject to additional terms and conditions, you will be provided with a copy of, and will be required to accept, the applicable Connected Vehicle Service Terms.

Entering into a Binding Agreement

By downloading, installing, and/or using this Application on Your smart phone, other mobile device or 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 THIS APPLICATION. These Terms do not create any fiduciary relationship, partnership relationship, principal and agent relationship, or employee and employer relationship between You and Acura or the Third Party Service Providers. A copy of these Terms may be obtained through the About page of this Application.

Representations about You

You represent that You 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.
Connected Vehicle Services Requirements

In order to access and receive Connected Vehicle Services via the Application, You must have an active and properly functioning connected vehicle system installed in Your Vehicle, You must be subscribed to the applicable Connected Vehicle Services and have the appropriate plan or equipment to use such Connected Vehicle Services, 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).

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 it is the responsibility of either You and/or third parties.

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

- Mobile device with Android OS v.2.3 or greater, or Apple iOS v.5.0 or greater (certain features require the device to be Bluetooth-enabled)
- 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 [e.g., jail-broken or rooted mobile devices might not be supported for security reasons] and/or a certain level of device security or security protocols may be required)

You further understand that requirements for your equipment or connection may change at any time, without notice, and further access to the Application may require acceptance of additional agreements or a newer version of these Terms (e.g., the Application may become obsolete by a newer version, which may require updating an operating system, which may require downloading a new version of the Application, and accepting a newer version of these Terms).

Usage License

Acura 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 this Application, or any part of it, for any purposes other than in accordance with these Terms. You agree that Acura retains all title and interest in this Application. You agree not to remove, alter, or otherwise obscure any trademark, copyright or other proprietary rights notices contained within or displayed by this Application.

Personal, Non-Commercial Use

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

Third Party Services

Use of this Application requires the involvement of hardware, services, and applications that were not developed by Acura and that are not under the control of Acura, 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. Acura cannot assure You that these third party hardware, services, and applications will function correctly with this Application, and expressly denies any liability related to the involvement and interaction with these third party hardware, services, and applications.

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Your Responsibilities

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of access to this Application. You understand and agree that we reserve 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 (including but not limited to any laws relating to use of mobile devices while driving). Acura 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 respect to a Vehicle that you own or are authorized to control.

**Use of this Application by Children**

We do not intend to collect information from children who are under 13 years of age. If You are under 13, You should not provide information in this Application and should ask Your parent to do so for You.

**Links and External Websites**

This Application may contain links to and from websites. Acura makes no representations whatsoever about any other website that You may have accessed from our websites or through this Application. Acura is not responsible for the privacy practices or content of those websites and Acura 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**

We reserve the right, in our sole discretion, to change these Terms and our Privacy Policy at any time. If You do not accept any updated Terms, Your access to the Application may be terminated immediately. We encourage You to review these Terms and our 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 USE OF THIS APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND INFORMATION ON THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ACURA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND INFORMATION ON THE APPLICATION, 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 ACURA OR AN AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. AS EXAMPLES, AND WITHOUT LIMITATION, ACURA DOES NOT GUARANTEE AND DISCLAIM ANY WARRANTY REGARDING THE ACCURACY OF DATA PROVIDED BY THE APPLICATION, SUCH AS MAP, ESTIMATED RANGE, NEWS, TRAFFIC, OR OTHER CONTENT OR VEHICLE INFORMATION; ACURA DOES NOT GUARANTEE AGAINST LOSS OF APPLICATION DATA, WHICH MAY BE LOST AT ANY TIME; ACURA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PROVIDED AT ALL TIMES OR ALL SERVICES WILL BE AVAILABLE OR ERROR FREE (E.G., SERVICES MAY BE UNAVAILABLE IN YOUR LOCATION, OR MAY BE SUSPENDED OR INTERRUPTED WITHOUT NOTICE FOR REPAIR, MAINTENANCE, SECURITY FIXES, UPDATES, ETC.).

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ACURA OR ITS AFFILIATES OR THIRD PARTY SERVICE PROVIDERS 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 THIS APPLICATION OR INFORMATION ON THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ACURA OR THE THIRD PARTY SERVICE PROVIDERS 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 ACURA’S OR THE THIRD PARTY SERVICE PROVIDERS’ 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 Acura, Third Party Service 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 or the Connected Vehicle Services, whether brought by You, Your employees, those claiming through You, or third parties, even if due to the sole negligence of Acura or the Third Party Service Providers; (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 or the Connected Vehicle Services, except where the claims result from the gross negligence or willful misconduct of Acura or the applicable Third Party Service Provider.

Notifications; Notice*
All notifications or notices required under these Terms may be provided to You by the email address You have provided to Acura, and all notifications are deemed given when Acura sends the email or message. All notifications or notices required under these Terms to be provided to Acura may be sent to: Acura, ATTN: Acura Client Relations, Mail Stop 500-2N-7E, 1919 Torrance Blvd., Torrance, CA 90501-2746 (U.S. customers) or Honda Canada, Inc., ATTN: Acura Client Services, 180 Honda Blvd., Markham, ON L6C 0H9 (Canadian customers) and are deemed given when Acura receives them.

Term and Termination*
These Terms become effective immediately upon downloading, installing or using this Application, whichever occurs first, and shall remain in effect 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 this Application at any time. Should You transfer Your Vehicle, You agree to notify Acura. If You transfer Your Vehicle and do not notify Acura, You will remain responsible for all activities associated with the Vehicle and this Application. SHOULD YOU TRANSFER OWNERSHIP OF YOUR VEHICLE, YOU AGREE TO NOTIFY ACURA. IF YOU TRANSFER OWNERSHIP OF YOUR VEHICLE AND DO NOT NOTIFY ACURA, YOU WILL BE IN BREACH OF THESE TERMS AND MAY BE HELD LIABLE FOR ALL ACTIVITIES ASSOCIATED WITH THE VEHICLE AND THIS APPLICATION. Acura 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 this Application automatically terminates and no notice is required. Upon termination, Your right to use this Application shall cease.

Intellectual Property*
The text and images on this Application are the property of or are licensed by Acura or its affiliates or by the applicable Third Party Service Provider, and are subject to copyright and other intellectual property protection. The Acura name and logos are registered trademarks of Acura or its affiliates. The trademarks and other Acura 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 this Application. No license to any Acura or Third Party Service 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 (together with any applicable Connected Vehicle Service Terms) contain the entire understanding between Acura, the Third Party Service Providers and You with respect to the subject matter hereof, and may not be altered or waived except by a writing signed by all parties, or by You entering into another version of these Terms. 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 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 therein. You hereby consent to the personal jurisdiction of such courts over You.

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All rights that are not expressly granted under these Terms are reserved by Acura.
Acura values the trust that you place in us. In turn, we guard that trust by respecting your privacy, particularly as it relates to maintaining the confidentiality of any personal information that we receive. This Privacy Policy explains the types of information we collect through this Application, how we use it, and the circumstances under which we may share it. This Privacy Policy is provided on behalf of Acura and applies to the use of this Application. This Privacy Policy applies only to the customer and member information that we receive or transmit in connection with your use of this Application and does not apply to information that we receive or transmit in connection with Connected Vehicle Services or information that is publicly available. This Privacy Policy takes precedence over any previous privacy notices that Acura has issued related to this Application.

Collection and Use of Data

You understand that the Application may collect information that personally identifies you (“Personally Identifiable Information”). Personally Identifiable Information is captured to help provide useful assistance and support for the owner/driver. When you use the Application, you voluntarily furnish Personally Identifiable Information.

We limit the Personally Identifiable Information we collect from you while using this Application to what is necessary to provide the Connected Vehicle Services, measure Application activity, improve the usefulness of the Application, administer our business, provide superior service, offer opportunities that we think would be of benefit to Acura owners, develop future services and/or products, prevent fraud or misuse, as required by law (e.g., to respond to a subpoena), for dispute resolution, facilitate the provision of software updates, for product support, help protect the safety of You or others, protect our rights or property, verify compliance with these Terms, and other related uses we may develop (“Contemplated Uses”). “Personally Identifiable Information” or “Personal Information” refers to 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; and any combination of data elements that could allow access to any of the above described information.

When you subscribe to the Connected Vehicle Services, you provide Personally Identifiable Information including your name, address and, in some cases, credit card information. Acura may use a Third Party Service Provider to process this information. In this case, Acura will require that such Third Party Service Provider agree to keep your Personally Identifiable Information confidential and use it only to provide the services that you request. All Personally Identifiable Information will be handed in accordance with American Honda Motor Company Inc.’s Statement of Privacy (www.acura.com/privacy.aspx) or Honda Canada Inc.’s Privacy Policy (www.acura.ca/privacy), as applicable.

In order to best serve your needs, we gather and retain the following information:

- Information we receive 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 we receive from Third Party Service Providers supplying the Connected Vehicle Services.
- Information about your Vehicle, such as your location, fuel level, door lock status, and other vehicle status and diagnostic information.
- Aggregate Information. Aggregate information is data we collect 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 us understand trends and customer needs so that we can better consider new products and services and tailor existing products and services to customer desires. Our definition of Personally Identifiable Information does not include “aggregate” information.

You hereby consent to our collection of this information and the Contemplated Uses and you further agree that to perform these uses Acura may share this information with its affiliates, Third Party Service Providers (e.g., roadside assistance providers and providers of services that enable remote access to your vehicle), service providers used by Acura (e.g., mapping service providers, or companies who assist Acura in conducting surveys and research to help Acura 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., in response to government issued subpoenas or court orders, or to outside attorneys or experts to assist in litigation resolution).
Further, if you use Connected Vehicle Services that rely on information about your location, such as roadside assistance services or route planning, you hereby agree that Acura 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.

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**AcuraLink Connect – iOS**

Last updated on February 1, 2013

Thank you for choosing the AcuraLink® application suite, consisting of the AcuraLink website (or in Canada, the Acura Owner’s website), the AcuraLink® Connect Smartphone App, and the AcuraLink® Streams Smartphone App (the “Application”), supporting the ownership experience for your Acura vehicle (the “Vehicle”). These Terms of Service (“Terms”), along with the Privacy Policy below, which is incorporated herein by reference, define the full agreement for use of the Application between you (“You” or “Your”) and the Acura Division of American Honda Motor Co., Inc. (if You purchased the Vehicle in the United States) or the Acura Division of Honda Canada, Inc. (if You purchased the Vehicle in Canada). (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 “Acura, “we” or “us”.)

**Connected Vehicle Services**

The Application gives you access to interactive features and digital services, some of which are provided by third parties (“Third Party Service 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, Roadside Assistance, which provides a quick dial to Acura roadside assistance in non-emergency situations, and AcuraLink Connect which provides you with a number of in-vehicle safety, security and convenience services. Each of the Connected Vehicle Services may be subject to separate terms and conditions (“Connected Vehicle Service Terms”) in addition to these Terms. If you wish to receive any of the Connected Vehicle Services that are subject to additional terms and conditions, you will be provided with a copy of, and will be required to accept, the applicable Connected Vehicle Service Terms.

**Entering into a Binding Agreement**

By downloading, installing, and/or using this Application on Your smart phone, other mobile device or 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 THIS APPLICATION. These Terms do not create any fiduciary relationship, partnership relationship, principal and agent relationship, or employee and employer relationship between You and Acura or the Third Party Service Providers. A copy of these Terms may be obtained through the About page of this Application.

**Representations about You**

You represent that You 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.

**Connected Vehicle Services Requirements**

In order to access and receive Connected Vehicle Services via the Application, You must have an active and properly functioning connected vehicle system installed in Your Vehicle, You must be subscribed to the applicable Connected Vehicle Services by agreeing to the AcuraLink User Agreement and have the appropriate plan or equipment to use such Connected Vehicle Services, 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).
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 it is the responsibility of either You and/or third parties.

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

- Mobile device with Android OS v.2.3 or greater, or Apple iOS v.5.0 or greater (certain features require the device to be Bluetooth-enabled)
- 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 [e.g., jailbroken or rooted mobile devices might not be supported for security reasons] and/or a certain level of device security or security protocols may be required)

You further understand that requirements for your equipment or connection may change at any time, without notice, and further access to the Application may require acceptance of additional agreements or a newer version of these Terms (e.g., the Application may become obsolete by a newer version, which may require updating an operating system, which may require downloading a new version of the Application, and accepting a newer version of these Terms).

Usage License

Acura 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 this Application, or any part of it, by any means or for any purposes other than in accordance with these Terms. You agree that Acura retains all title and interest in this Application. You agree not to remove, alter, or otherwise obscure any trademark, copyright or other proprietary rights notices contained within or displayed by this Application.

Personal, Non-Commercial Use

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

Third Party Services

Use of this Application requires the involvement of hardware, services, and applications that were not developed by Acura and that are not under the control of Acura, 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. Acura cannot assure You that these third party hardware, services, and applications will function correctly with this Application, and expressly denies any liability related to the involvement and interaction with these third party hardware, services, and applications.

Fees, Costs and Other Expenses

This 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 our 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 usage of this Application.

Your Responsibilities

To access this Application, You are 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 us immediately at 1-800-382-2238 in the United States, or at 1-855-335-5465 in Canada, of any unauthorized use of Your user name and password. Acura maintains exclusive control of access and right of access to this Application. You understand and agree that we reserve 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 (including but not limited to any laws relating to use of mobile devices while driving). Acura 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 respect to a Vehicle that you own or are legally authorized to operate.
Use of this Application by Children

We do not intend to collect information from children who are under 13 years of age. If You are under 13, You should not provide information in this Application and should ask Your parent to do so for You.

Links and External Websites*

This Application may contain links to and from websites. Acura makes no representations whatsoever about any other website that You may have accessed from our websites or through this Application. Acura is not responsible for the privacy practices or content of those websites and Acura 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 and Privacy Policy

We reserve the right, in our sole discretion, to change these Terms and our Privacy Policy at any time. If You do not accept any updated Terms, Your access to the Application may be terminated immediately. We encourage You to review these Terms and our 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 USE OF THIS APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND INFORMATION ON THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ACURA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND INFORMATION ON THE APPLICATION, 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 ACURA OR AN AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. AS EXAMPLES, AND WITHOUT LIMITATION, ACURA DOES NOT GUARANTEE AND DISCLAIM ANY WARRANTY REGARDING THE ACCURACY OF DATA PROVIDED BY THE APPLICATION, SUCH AS MAP, ESTIMATED RANGE, NEWS, TRAFFIC, OR OTHER CONTENT OR VEHICLE INFORMATION; ACURA DOES NOT GUARANTEE AGAINST LOSS OF APPLICATION DATA, WHICH MAY BE LOST AT ANY TIME; ACURA DOES NOT GUARANTEE THAT THE SERVICES WILL BE PROVIDED AT ALL TIMES OR ALL SERVICES WILL BE AVAILABLE OR ERROR FREE (E.G., SERVICES MAY BE UNAVAILABLE IN YOUR LOCATION, OR MAY BE SUSPENDED OR INTERRUPTED WITHOUT NOTICE FOR REPAIR, MAINTENANCE, SECURITY FIXES, UPDATES, ETC.).

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ACURA OR ITS AFFILIATES OR THIRD PARTY SERVICE PROVIDERS 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 THIS APPLICATION OR INFORMATION ON THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF ACURA OR THE THIRD PARTY SERVICE PROVIDERS 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 ACURA'S OR THE THIRD PARTY SERVICE PROVIDERS' 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 Acura, Third Party Service 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 or the Connected Vehicle Services, whether brought by You, Your employees, those claiming through You, or third parties, even if due to the sole negligence of Acura or the Third Party Service Providers; (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 or the Connected Vehicle Services, except where the claims result from the gross negligence or willful misconduct of Acura or the applicable Third Party Service Provider.
Notifications; Notice*

All notifications or notices required under these Terms may be provided to You by the email address You have provided to Acura, and all notifications are deemed given when Acura sends the email or message. All notifications or notices required under these Terms to be provided to Acura may be sent to: Acura, ATTN: Acura Client Relations, Mail Stop 500-2N-7E, 1919 Torrance Blvd., Torrance, CA 90501-2746 (U.S. customers) or Honda Canada, Inc., ATTN: Acura Client Services, 180 Honda Blvd., Markham, ON L6C 0H9 (Canadian customers) and are deemed given when Acura receives them.

Term and Termination*

These Terms become effective immediately upon downloading, installing or using this Application, whichever occurs first, and shall remain in effect 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 this Application at any time. SHOULD YOU TRANSFER OWNERSHIP OF YOUR VEHICLE, YOU AGREE TO NOTIFY ACURA. IF YOU TRANSFER OWNERSHIP OF YOUR VEHICLE AND DO NOT NOTIFY ACURA, YOU WILL BE IN BREACH OF THESE TERMS AND MAY BE HELD LIABLE FOR ALL ACTIVITIES ASSOCIATED WITH THE VEHICLE AND THIS APPLICATION. Acura 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 this Application automatically terminates and no notice is required. Upon termination, Your right to use this Application shall cease.

Intellectual Property*

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Entire Agreement; Governing Law; Jurisdiction/Venue*

These Terms (as may be supplemented by the applicable Connected Vehicle Service Terms) the AcuraLink User Agreement, and any agreements relating to your use of the AcuraLink services other than the Application) define the full agreement between You and Acura and, where applicable, the Third Party Service Providers for the use of the Application, and replaces any earlier agreements between You and Acura and/or the Third Party Service Providers regarding the subject matter hereof, and may not be altered or waived except by a writing signed by all parties, or by You entering into another version of these Terms and supersede any previous understanding or agreement between us regarding the subject matter hereof. 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 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 therein. You hereby consent to the personal jurisdiction of such courts over You.

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- Information we receive from Third Party Service Providers supplying the Connected Vehicle Services.
- Information about your Vehicle, such as your location, fuel level, door lock status, and other vehicle status and diagnostic information.
- Aggregate Information. Aggregate information is data we collect 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 us understand trends and customer needs so that we can better consider new products and services and tailor existing products and services to customer desires. Our definition of Personally Identifiable Information does not include “aggregate” information.

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Further, if you use Connected Vehicle Services that rely on information about your location, such as roadside assistance services or route planning, you hereby agree and consent that Acura 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.

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Thank you for choosing the AcuraLink Roadside Assistance App for smart phone, supporting your Acura ownership experience including Acura roadside assistance coverage (the “Services”) under the Acura Total Luxury Care and Acura Car Care programs. AcuraLink represents the connected digital services of the Acura Division of American Honda Motor Co., Inc. (“Acura”). Acura contracts with Cross Country Motor Club, Inc. and Cross Country Motor Club of California, Inc. and their affiliated companies (collectively, “Cross Country”) to provide the Services. Please refer to the materials you separately received from Acura for the terms and conditions of the roadside assistance coverage.

These Terms and Conditions (“Terms”) define the full agreement between you, and Acura and Cross Country, for the use of the AcuraLink Roadside Assistance App. Your use of this Application shall be conclusively deemed acceptance of the Terms. If you do not agree to the Terms, please do not download, install or use this Application.

Application Description
This Application provides Acura Owners with the ability to receive Acura roadside services through its provider, Cross Country. As an Acura owner, you are eligible to receive those roadside service benefits as described under the terms of the Services. If you are no longer covered under any of these programs, you can still use this Application to obtain emergency towing and roadside services. Simply contact Acura Roadside Assistance for your roadside needs. (Non-covered services require a separate payment at the time of services for charges related to the towing or roadside event.)

Usage License
Acura and Cross Country hereby grant you a non-exclusive, non-transferable license to download, install and use this Application to access the Services on one mobile device according to these Terms. You agree not to reproduce, redistribute or use this Application by any means or for any purposes other than in accordance with these Terms. You agree that Acura retains title and interest in this Application. You agree not to remove, alter, or otherwise obscure any trademark, copyright or other proprietary rights notices contained within or displayed by this Application.

Personal, Non-Commercial Use
You may only use the Services and this Application for your own personal, non-commercial use.

Third Party Services
Use of this Application requires the involvement of hardware, services, and applications that were not developed by Acura and/or Cross Country and that are not under the control of Acura and/or Cross Country, such as your mobile phone, the mobile network provided by your wireless service provider, your mobile phone’s browser, email and SMS programs, dialer and other applications. Acura and Cross Country cannot assure you that these third party hardware, services, and applications will function correctly with this Application, and must expressly deny any liability related to the involvement and interaction with these third party hardware, services, and applications.

Fees, Costs and Other Expenses
This Application makes use of a data network operated by your wireless service provider to send both data and recorded audio from your device to our servers and call centers, and to send information back to you. Depending on your data plan, you may incur charges from your wireless service provider for use of their network and/or for specific services such as networks 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 usage of this Application.

Important Notice Concerning Customer Privacy
Acura and Cross Country value the trust that you, the Acura owner, place in us. In turn, we guard that trust by respecting your privacy, particularly as it relates to maintaining the confidentiality of any personal information that we receive. This notice explains the types of personal information we collect through this Application, how we use it, and the circumstances under which we may share it. This notice is provided on behalf of Acura and Cross Country and applies to the use of this Application. This notice applies only to the customer and member information that we receive in connection with your use of this Application and does not apply to information that we receive from third parties in connection with the provision of roadside services, or to information that is publicly available. This notice takes precedence over any previous privacy notices that Cross Country has issued related to this Application.
Personal information is captured to help provide useful assistance and support for the owner/driver. When you use the Application, the personal profile is voluntarily furnished by you, the Acura owner and downloader of the app. We limit the information we collect from you while using this Application to what is necessary to administer our business, provide superior service, and offer opportunities that we think would be of benefit to Acura owners.

**Amassing information**

In order to best serve your needs, we gather and retain the following information about you:

- Information we receive from you.
- Information we receive when we are providing benefits under one or more of the Services, including when using the services of independent contractors to provide the towing and roadside services.
- Information we receive when you use this Application.
- Information we obtain from third parties to provide better services to the Acura owners.

In these instances, you may provide personal information such as your name, phone number, home address, email address and credit card number.

Our definition of personal information does not include “aggregate” information. Aggregate information is data we collect about a group or category of products, services or customers, from which individual customer identities have 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 personal 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 us understand trends and customer needs so that we can better consider new products and services and tailor existing products and services to customer desires.

**Use of Data**

(a) You agree that Acura, Cross Country and their affiliates may collect and use technical and related information, including but not limited to information about your mobile phone, computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to this Application, and to verify compliance with these Terms. Acura and Cross Country may also use this information to improve its products or to provide better services or technologies to you moving forward.

(b) The Services provided through this Application rely upon location information. To provide these Services, Acura, Cross Country, their affiliates and partners may transmit, collect, maintain, process and use your location data, including the real-time geographic location of your mobile phone. By using this Application, you agree and consent to Acura and Cross Country, their affiliates and partners' transmission, collection, maintenance, processing and use of your location data to provide you with Services. The location data is collected in a form that personally identifies you and/or your vehicles.

**Information we disclose**

Most of the information we collect is used to help deliver the services that our customers request. It also may permit us to design and offer specific products and services that will be useful to Acura customers, or that provide benefits, additional value or discounts. We may disclose all of the information we collect to our affiliates and, as described below, to non-affiliates.

**Categories of non-affiliates to which we may disclose information**

We may disclose the information described in the section above called “amassing information” to non-affiliated companies with which we have a joint marketing arrangement or to other non-affiliated companies/outside service providers with which we contract in order for our own service to function properly or to complete transactions, such as the processing of credit card transactions. These joint marketing and outside service providers are required by us to enter into written agreements with us to safeguard the confidentiality of customer information and use it only for authorized purposes.

**Links and External Websites**

This Application may contain links to and from websites. Acura and Cross Country make no representations whatsoever about any other website that you may have accessed from our website or through this Application. Acura and Cross Country are not responsible for the privacy practices or content of those websites and Acura and Cross Country 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.
Use of this Application by Children

We do not intend to collect information from children who are under 18 years of age. If you are under 18, you should not provide information in this Application and should ask your parent to do so for you.

Changes to the Terms, Privacy Policy

We reserve the right to change the Terms and our privacy policy at any time, but will alert you that changes have been made by indicating at the top of the Terms and/or privacy statement the date it was last updated. We encourage you to review these statements to make sure you understand how information you provide will be used. If there is ever a material change to how we use information you provide and the new uses are unrelated to uses we disclose in this statement, we will communicate the changes in advance.

Disclaimer of Warranties; Limitation on Liability

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THIS APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND INFORMATION ON THE APPLICATION IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ACURA AND CROSS COUNTRY HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND INFORMATION ON THE APPLICATION, 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 CROSS COUNTRY OR A CROSS COUNTRY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ACURA OR CROSS COUNTRY 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 THIS APPLICATION OR INFORMATION ON THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF CROSS COUNTRY HAS BEEN 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 Acura or Cross Country'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.

Term and Termination

These Terms become effective immediately when you are granted access to this Application and shall remain in effect until your use of the Application is terminated.

You may terminate your access to this Application at any time. Acura and Cross Country reserve the right to terminate these Terms of Services at any time and for any purpose upon notice. If you breach any of the Terms of Service, your authorization to access or use this Application automatically terminates. Upon termination, your right to use this Application shall cease.

These Terms regarding limits on liability, arbitration and voluntary submissions shall survive the termination of these Terms, and shall remain in effect indefinitely.

The text and images on this Application are the property of, or licensed by, Acura and/or Cross Country and are subject to copyright and other intellectual property protection. The Acura name and logos are registered trademarks of Honda Motor Co., Ltd. The trademarks and other Acura or 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 this Application. No license to any Cross Country or Acura intellectual property has been granted by these Terms.

Miscellaneous

These Terms and any action related to them shall be governed, controlled, interpreted and defined by and under the laws of the State of New York. You, Acura and Cross Country consent to the exclusive jurisdiction of, and venue in, any federal or state court of competent jurisdiction located in the City of New York for the purposes of adjudicating any matter arising from or in connection with these Terms.
A party who intends to exert a claim or seek damages hereunder must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to Cross Country should be addressed to: General Counsel, Cross Country, One Cabot Road, Medford, MA 02155. The Notice must (a) describe the nature and basis of the claim or dispute, and (b) set forth the specific relief sought. If Cross Country, Acura and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you, Acura or Cross Country may commence proceedings.

Cross Country Motor Club, Inc., Cross Country Motor Club of California, Inc. and Cross Country Service Corp. are subsidiaries of Cross Country Automotive Services, Inc.

All rights that are not expressly granted under these Terms of Service are reserved by Cross Country and Acura.

AcuraLink Roadside – iOS

Last updated on 9.1.11

Thank you for choosing the AcuraLink Roadside Assistance App for smart phone, supporting your Acura ownership experience including Acura roadside assistance coverage (the “Services”) under the Acura Total Luxury Care and Acura Car Care programs. AcuraLink represents the connected digital services of the Acura Division of American Honda Motor Co., Inc. (“Acura”). Acura contracts with Cross Country Motor Club, Inc. and Cross Country Motor Club of California, Inc. and their affiliated companies (collectively, “Cross Country”) to provide the Services. Please refer to the materials separately received from Acura for the terms and conditions of the roadside assistance coverage.

These Terms and Conditions ("Terms") define the full agreement between you, and Acura and Cross Country, for the use of the AcuraLink Roadside Assistance App. Your use of this Application shall be conclusively deemed acceptance of the Terms. If you do not agree to the Terms, please do not download, install or use this Application.

Application Description

This Application provides Acura Owners with the ability to receive Acura roadside services through its provider, Cross Country. As an Acura owner, you are eligible to receive those roadside service benefits as described under the terms of the Services. If you are no longer covered under any of these programs, you can still use this Application to obtain emergency towing and roadside services. Simply contact Acura Roadside Assistance for your roadside needs. (Non-covered services require a separate payment at the time of services for charges related to the towing or roadside event.)

Usage License

Acura and Cross Country hereby grant you a non-exclusive, non-transferable license to download, install and use this Application to access the Services on one mobile device according to these Terms. You agree not to reproduce, redistribute or use this Application by any means or for any purposes other than in accordance with these Terms.

You agree that Acura retains title and interest in this Application. You agree not to remove, alter, or otherwise obscure any trademark, copyright or other proprietary rights notices contained within or displayed by this Application.

Personal, Non-Commercial Use

You may only use the Services and this Application for your own personal, non-commercial use.

Third Party Services

Use of this Application requires the involvement of hardware, services, and applications that were not developed by Acura and/or Cross Country and that are not under the control of Acura and/or Cross Country, such as your mobile phone, the mobile network provided by your wireless service provider, your mobile phone’s browser, email and SMS programs, dialer and other applications. Acura and Cross Country cannot assure you that these third party hardware, services, and applications will function correctly with this Application, and must expressly deny any liability related to the involvement and interaction with these third party hardware, services, and applications.

Fees, Costs and Other Expenses

This Application makes use of a data network operated by your wireless service provider to send both data and recorded audio from your device to our servers and call centers, and to send information back to you. Depending on your data plan, you may incur charges from your wireless service provider for use of their network and/or for specific services such as networks 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 usage of this Application.
Important Notice Concerning Customer Privacy

Acura and Cross Country value the trust that you, the Acura owner, place in us. In turn, we guard that trust by respecting your privacy, particularly as it relates to maintaining the confidentiality of any personal information that we receive. This notice explains the types of personal information we collect through this Application, how we use it, and the circumstances under which we may share it. This notice is provided on behalf of Acura and Cross Country and applies to the use of this Application. This notice applies only to the customer and member information that we receive in connection with your use of this Application and does not apply to information that we receive from third parties in connection with the provision of roadside services, or to information that is publicly available. This notice takes precedence over any previous privacy notices that Cross Country has issued related to this Application.

Personal information is captured to help provide useful assistance and support for the owner/driver. When you use the Application, the personal profile is voluntarily furnished by you, the Acura owner and downloader of the app. We limit the information we collect from you while using this Application to what is necessary to administer our business, provide superior service, and offer opportunities that we think would be of benefit to Acura owners.

Amassing information

In order to best serve your needs, we gather and retain the following information about you:

- Information we receive from you.
- Information we receive when we are providing benefits under one or more of the Services, including when using the services of independent contractors to provide the towing and roadside services.
- Information we receive when you use this Application.
- Information we obtain from third parties to provide better services to the Acura owners.

In these instances, you may provide personal information such as your name, phone number, home address, email address and credit card number.

Our definition of personal information does not include “aggregate” information. Aggregate information is data we collect about a group or category of products, services or customers, from which individual customer identities have 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 personal 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 us understand trends and customer needs so that we can better consider new products and services and tailor existing products and services to customer desires.

Use of Data

(a) You agree that Acura, Cross Country and their affiliates may collect and use technical and related information, including but not limited to information about your mobile phone, computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to this Application, and to verify compliance with these Terms. Acura and Cross Country may also use this information to improve its products or to provide better services or technologies to you moving forward.

(b) The Services provided through this Application rely upon location information. To provide these Services, Acura, Cross Country, their affiliates and partners may transmit, collect, maintain, process and use your location data, including the real-time geographic location of your mobile phone. By using this Application, you agree and consent to Acura and Cross Country, their affiliates and partners’, transmission, collection, maintenance, processing and use of your location data to provide you with Services. The location data is collected in a form that personally identifies you and/or your vehicles.

Information we disclose

Most of the information we collect is used to help deliver the services that our customers request. It also may permit us to design and offer specific products and services that will be useful to Acura customers, or that provide benefits, additional value or discounts. We may disclose all of the information we collect to our affiliates and, as described below, to non-affiliates.

Categories of non-affiliates to which we may disclose information

We may disclose the information described in the section above called “amassing information” to non-affiliated companies with which we have a joint marketing arrangement or to other non-affiliated companies/outside service providers with which we contract in order for our own service to function properly or to complete transactions, such as
the processing of credit card transactions. These joint marketing and outside service providers are required by us to enter into written agreements with us to safeguard the confidentiality of customer information and use it only for authorized purposes.

**Links and External Websites**

This Application may contain links to and from websites. Acura and Cross Country make no representations whatsoever about any other website that you may have accessed from our website or through this Application. Acura and Cross Country are not responsible for the privacy practices or content of those websites and Acura and Cross Country 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.

**Use of this Application by Children**

We do not intend to collect information from children who are under 18 years of age. If you are under 18, you should not provide information in this Application and should ask your parent to do so for you.

**Changes to the Terms, Privacy Policy**

We reserve the right to change the Terms and our privacy policy at any time, but will alert you that changes have been made by indicating at the top of the Terms and/or privacy statement the date it was last updated. We encourage you to review these statements to make sure you understand how information you provide will be used. If there is ever a material change to how we use information you provide and the new uses are unrelated to uses we disclose in this statement, we will communicate the changes in advance.

**Disclaimer of Warranties; Limitation on Liability**

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THIS APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION AND INFORMATION ON THE APPLICATION IS PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND ACURA AND CROSS COUNTRY HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION AND INFORMATION ON THE APPLICATION, 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 CROSS COUNTRY OR A CROSS COUNTRY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL ACURA OR CROSS COUNTRY 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 THIS APPLICATION OR INFORMATION ON THE APPLICATION, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF CROSS COUNTRY HAS BEEN 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 Acura or Cross Country’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.

**Term and Termination**

These Terms become effective immediately when you are granted access to this Application and shall remain in effect until your use of the Application is terminated.

You may terminate your access to this Application at any time. Acura and Cross Country reserve the right to terminate these Terms of Services at any time and for any purpose upon notice. If you breach any of the Terms of Service, your authorization to access or use this Application automatically terminates. Upon termination, your right to use this Application shall cease.

These Terms regarding limits on liability, arbitration and voluntary submissions shall survive the termination of these Terms, and shall remain in effect indefinitely.

The text and images on this Application are the property of, or licensed by, Acura and/or Cross Country and are subject to copyright and other intellectual property protection. The Acura name and logos are registered trademarks of Honda Motor Co., Ltd. The trademarks and other Acura or 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 this Application. No license to any Cross Country or Acura intellectual
property has been granted by these Terms.

Miscellaneous
These Terms and any action related to them shall be governed, controlled, interpreted and defined by and under the
laws of the State of New York. You, Acura and Cross Country consent to the exclusive jurisdiction of, and venue in, any
federal or state court of competent jurisdiction located in the City of New York for the purposes of adjudicating any
matter arising from or in connection with these Terms.

A party who intends to exert a claim or seek damages hereunder must first send to the other, by certified mail, a written
Notice of Dispute (“Notice”). The Notice to Cross Country should be addressed to: General Counsel, Cross Country, One
Cabot Road, Medford, MA 02155. The Notice must (a) describe the nature and basis of the claim or dispute, and (b) set
forth the specific relief sought. If Cross Country, Acura and you do not reach an agreement to resolve the claim within 30
days after the Notice is received, you, Acura or Cross Country may commence proceedings.

Cross Country Motor Club, Inc., Cross Country Motor Club of California, Inc. and Cross Country Service Corp. are
subsidiaries of Cross Country Automotive Services, Inc.

All rights that are not expressly granted under these Terms of Service are reserved by Cross Country and Acura.

HondaLink Terms & Conditions

Last updated on 10.22.2015

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
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, SATISFACTORY, 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, HONDA LINK 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

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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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Return

**HondaLink Assist**

**Statement re: HondaLink Assist (automatic crash notification)**

**Note Regarding HondaLink Assist Automatic Collision Notification & SOS/E-Call Emergency Assistance ("HondaLink Assist Services").** When Honda’s Third Part Provider receives and 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 of timeliness of such third party response or even whether third party emergency responders will in fact respond to your emergency at all or in a timely manner. YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTER POWER), A BLUETOOTH® HANDSFREE_LINK® 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.

**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.
**Location Data***

The HondaLink Assist Service uses location data. By using the Service, You consent and permit Your wireless carrier to share Your location with others. There is no representation, warranty of guarantee of accuracy, completeness or timeliness of any location data, product or service.

Honda reserves the right to terminate HondaLink® Assist services at any time or for any reason, and in the future may not be able to provide services due to changes in or obsolescence of technology integral to the service or changes in governmental regulation.

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**Fit EV Data Collection and Disclosure Agreement**

American Honda Motor Co., Inc.

2013/2014 Used Honda Fit EV

Important Information for Customers

Honda is excited that you have expressed interest in our electric vehicle, the Fit EV. The purpose of this document is to acquaint you with some unique features and requirements of this vehicle and the Lease document that may be different from other vehicle transactions. The information presented here will not repeat the information presented on the website.

The Fit EV will not be available for purchase. The Fit EV you are leasing is a used vehicle that has been returned to American Honda. The used Fit EV has been inspected by an authorized Honda Fit EV dealer and is in excellent condition. It may only be leased for 24 months.

Due to the unique nature of the Fit EV program and the limited number of Fit EVs produced, some replacement parts and components may not be available to allow American Honda to repair or maintain your Fit EV in good working order. In such a case, American Honda may determine in its sole discretion to end the lease agreement and ask you to return the Fit EV to an authorized Honda Fit EV dealer.

The Fit EV is not included in the Honda Certified Used Program, so none of those benefits apply. The remaining conditions and mileage / time limits of all Honda New Vehicle Warranties are in full effect.

There are some important differences between the lease of the Fit EV, and other vehicle leases you may be familiar with. Also, it is important to note that the vehicle will automatically communicate with Honda concerning its location and performance.

Also, as you proceed through the process of qualifying to lease a Fit EV and ultimately take delivery of the vehicle, you will receive several documents on the transaction, such as the lease you are entering into and the owner's manual for the vehicle. The information below is not intended to take the place of these documents, which you should read and understand as you complete the lease transaction and take delivery of the vehicle.

Honda is delivering this document to you to assist you in understanding the characteristics of an electric vehicle and many important terms of the lease, the communication between the car and Honda, and other important features. Having reviewed all of this information, you can confirm your decision that the Fit EV is right for you.

**INFORMATION TRANSMITTED FROM THE VEHICLE TO HONDA**

The Fit EV is equipped with monitoring systems that record information about each vehicle, including its location at all times, battery performance and condition, battery charging time and intervals, and other information. This data will be continuously and automatically transmitted to, and recorded by, Honda. This data will be used by Honda to aid further development of Battery Electric Vehicles, to diagnose potential vehicle problems, and for other legally permissible purposes. Honda will not share information concerning an individual vehicle (for example, the location of that vehicle) unless required to do so by a court or other legal authority.

**TERMS OF THE LEASE**

You will not have an option to purchase the vehicle, either during the term of the lease or at the end of the lease term. Upon the termination of the lease, the car must be returned to Honda. You cannot purchase the vehicle. The lease includes scheduled maintenance, roadside assistance, collision coverage (Honda will repair damage to the vehicle, so you only need to carry Liability Insurance in the limits specified in the Lease document), and annual navigation system updates. Also, since Honda strongly recommends that Fit EV lessees install 240 V charging equipment in their home, Honda will include Leviton charging equipment hardware at no additional charge. However, you are responsible for
arranging installation and any costs incurred. Leviton is the preferred supplier of charging equipment for the Fit EV, and they can be reached at 1-855-MY-EVHONDA, or you can contact your local electrical contractor for installation quotes.

Your home 240 V charging station must serve as your primary charging location. It is more reliable than public charging, and will allow you to charge more quickly and use vehicle features such as pre-conditioning the interior temperature while plugged in.

Workplace charging should be considered a plus, not a primary source, as availability of charging and changes in your daily routine can’t always be accommodated at the workplace.

FEDERAL TAX CREDIT

Lessees of the Fit EV are not eligible for federal, state or local electric vehicle tax credits that are accorded to vehicle owners. Honda, as the owner of the vehicle, may qualify and has considered the availability of those credits in establishing lease pricing for the consumer.

LIMITS ON WHERE YOU CAN LIVE

The Honda Fit EV Used Car Lease Program is only available to residents of California, Oregon, Massachusetts, New York, New Jersey, and Maryland. Participating Honda dealers in these states have the equipment and trained personnel that are necessary to maintain the Fit EV. As such, moving to a location other than states listed above that does not have Fit EV dealer support may result in the termination of your lease and the requirement that you return the car to Honda. You will be required to notify Honda if you plan to move.

If your lease is terminated because you relocate, you will not be required to make any additional payments after the lease is terminated. You will be responsible for any past due payments, outstanding taxes, fines such as traffic or parking tickets, fees such as all license, title and registration costs, any Excessive Wear and Use amounts. Fit EV Customers enjoy unlimited mileage during the lease of the car.

INSURANCE ON THE VEHICLE

You will be required to maintain liability insurance on the vehicle, in accordance with coverage limits specified by Honda. Liability insurance covers damages which you may cause to others during the operation of the vehicle.

Collision coverage, which covers loss or damage to the vehicle, is not required, as Honda will be responsible for vehicle repairs with the Fit EV lease.

TOTAL LOSS OF THE VEHICLE

If the vehicle is damaged, Honda may, at its option, declare the vehicle a total loss. If this occurs, your lease will terminate. You will not be provided with a replacement vehicle. You may, of course, apply for another lease, subject to availability and consumer demand for the Fit EV.

MAINTENANCE AND REPAIRS

All repairs and scheduled maintenance of your Fit EV must be completed at an authorized Honda Fit EV dealer or in a manner specified by the manufacturer.

The Fit EVs use innovative technology that is incorporated into each vehicle. Honda produced a limited number of Fit EVs to evaluate the performance and application of the new technology. For these reasons, the parts and components that may be required for routine maintenance on or repair of your Fit EV may not be available. In such a case, American Honda may decide to terminate (end) the lease. Only American Honda may make this determination. If the lease is terminated under these circumstances, you will be responsible for any monthly payments already due and unpaid plus any official fees and taxes that are due and owing.

MILEAGE AND RANGE RATING ESTIMATES

The United States Environmental Protection Agency (EPA) has rated the 2013 and 2014 Fit EV with an MPGe equivalent of 132 city; 105 highway; and 118 combined, and an 82 mile combined (city/highway) driving range rating (adjusted). Your MPGe and range will vary depending on ambient temperature, driving conditions, how you drive and maintain your vehicle, the age and condition of the battery, and other factors. For additional information about EPA ratings, visit: http://www.fueleconomy.gov/feg/label/learn-more-electric-label.shtml.

OPERATING FIT EVS IN HOT OR COLD CONDITIONS

The available driving range for the Fit EV may be significantly reduced when the vehicle is operated in hot or cold conditions, due to some battery capacity loss and increased use of air conditioning and heating. This is particularly true
with cold temperature operation. Batteries work by chemical reaction, and the speed of the reactions decrease as the temperature drops, resulting in a temporary decrease in total battery capacity. Driving range is further reduced by increased heater and other accessory use. In extreme cases, some Fit EV drivers have reported driving range reductions of 50% or more in cold weather. In hot weather, drivers have reported range reductions of 10% or more. As the hot or cold temperatures abate, these reductions in driving range should abate as well.

The Fit EV's cabin is heated by an electrical coolant heater, which warms the cabin quickly but uses a lot of power in the process. The heater, and all other accessories, draws power from the car's high voltage battery unless the car is plugged into a Level 2 (240V) charging system. Reducing accessory drain will improve overall driving range. Here are some tips to help improve the available range from the Fit EV, especially in colder weather:

- Set the climate control system to a comfortable but reasonable temperature, e.g., 68°F. Running your car’s heater at higher temperatures will diminish the battery capacity, and therefore the driving range. In hot conditions, you should adjust the temperature up to a comfortable level, e.g. 78°F, to help reduce the energy used by the air conditioning.
- Pre-condition your vehicle prior to departure no matter what weather you are experiencing. While the Fit EV is connected to a level 2 (240V) charging station (at home or even at work) and approximately 30 minutes prior to your departure, turn on the climate control system with either the interactive remote, smartphone app, or preset departure timer (see owner’s manual for details). Also, activate charging at the same time to help maintain the battery state of charge.
- Park the car in a garage if possible, both at home and away from home. This will help keep the battery warmer, helping to improve its capacity compared to being outdoors. Honda strongly recommends that the Fit EV be stored overnight or for extended periods in a garage or temperature controlled environment in order to reduce the effect that cold temperatures may have on the battery performance.
- Like all vehicles, the Fit EV’s driving range will be reduced if the vehicle’s tires are under inflated. Air pressure in tires will naturally decrease as temperatures get colder. Check and maintain your tire pressure at the values labeled on the driver’s doorjamb for best performance.

**CHARGING THE BATTERY**

As noted above, you may choose to have your home inspected and if necessary, installed with the necessary equipment for charging your Fit EV. Home charging is the most reliable and convenient way to charge your Fit EV.

The equipment needed for charging the battery is referred to as the Electric Vehicle Supply Equipment or EVSE. Leviton is the preferred supplier of the Level 2 EVSE for the Fit EV. The Level 2 charging equipment uses 240 volt/32 amp current. If the battery has been completely exhausted and the vehicle has stopped, it will require approximately 3.6 hours to recharge using this equipment; 3.3 hours if the indicator in the car shows "E"; and 2.9 hours if the low battery indicator is displayed. The battery may also be charged using the Level 1, 120 volt charging cord provided with the vehicle by connecting to a dedicated 120 volt/15 amp circuit, if appropriately equipped and inspected. However, charging using this method will require 19 hours if the car has stopped; 17 hours if the indicator in the car shows "E" and 15 hours if the low battery indicator is displayed. These charging times can be significantly longer in cold weather, especially as temperatures are near or below 32°F.

If the Fit EV is not charged for an extended period, the 12 volt battery may become discharged earlier than the high voltage battery. If this occurs the vehicle charging function may not be operable even if you plug-in the charging connector. In this case, jump starting the 12 volt battery may enable the vehicle to charge the high voltage battery. Follow the owner’s manual for jump start instructions.

**NOTE:** Do not leave the Fit EV battery in a low state of charge for any length of time. You should charge a battery with less than 5% charge remaining as soon as possible to avoid damage to the battery.

**QUESTIONS**

If you have questions about this information, or any other aspect of the Fit EV or the lease, please contact your authorized Honda Fit EV dealer.
Statement re: Event Data Recorder Operations

Event Data Recorder Disclosure Statement

While American Honda Motor Co., Inc. (“Honda”) cannot (and therefore does not) retrieve data from an event data recorder without physical access to the vehicle, and thus no such data is transmitted to Honda while a vehicle is in normal use, because there often is confusion about what event data recorders are used for and whether automakers can access the data, Honda believes that it is important to include a copy of the Event Data Recorder Disclosure Statement including in its vehicles’ Owner’s Guides and Owner’s Manuals on this webpage. The statement is as follows:

“This vehicle is equipped with an event data recorder (EDR). The main purpose of an EDR is to record, in certain crash or near crash-like situations, such as an air bag deployment or hitting a road obstacle, data that will assist in understanding how a vehicle’s systems performed. The EDR is designed to record data related to vehicle dynamics and safety systems for a short period of time, typically 30 seconds or less. The EDR in this vehicle is designed to record such data as:

- How various systems in your vehicle were operating;
- Whether or not the driver and passenger safety belts were buckled/fastened;
- How far (if at all) the driver was depressing the accelerator and/or brake pedal; and,
- How fast the vehicle was traveling.

These data can help provide a better understanding of the circumstances in which crashes and injuries occur. NOTE: EDR data are recorded by your vehicle only if a non-trivial crash situation occurs; no data are recorded by the EDR under normal driving conditions and no personal data (e.g., name, gender, age, and crash location) are recorded. However, other parties, such as law enforcement, could combine the EDR data with the type of personally identifying data routinely acquired during a crash investigation.

“To read data recorded by an EDR, special equipment is required, and access to the vehicle or the EDR is needed. In addition to the vehicle manufacturer, other parties, such as law enforcement, that have the special equipment, can read the information if they have access to the vehicle or the EDR.”