



HONDA

SMS Terms and Conditions

American Honda Motor Co., Inc.

Applicability

The following terms and conditions (“SMS Terms”) apply to text message programs offered by American Honda Motor Co., Inc. and its subsidiaries and affiliates (collectively “American Honda”). By enrolling in an American Honda text message program, you agree to the SMS Terms and American Honda’s [Privacy Policy](#) and [Legal Terms and Conditions](#) which are hereby incorporated by reference. If there is a conflict between Honda’s Legal Terms and Conditions and these SMS Terms, the SMS Terms apply.

Program Description, Enrollment, and Cost

American Honda sends marketing and non-marketing text messages using short code 887788, including information related to model launches, special offers, events, and service reminders (“Honda Alerts”). You may enroll in Honda Alerts through an online enrollment form, by texting an applicable keyword to 887788, or by following other instructions American Honda may publish in the future. By enrolling in Honda Alerts, you will receive recurring text messages that may include marketing at the phone number(s) you provide or from which send an enrollment text. American Honda may send texts using an automated system. You are not required to consent to receiving text messages to purchase goods or services from American Honda.

American Honda may also send recurring safety recall text messages to you, using short code 46632, if it believes your vehicle may be subject to a vehicle recall (“Recall Alerts”). American Honda may send Recall Alerts using an automated system to any telephone number(s) reasonably associated with the vehicle. You acknowledge that your consent to receive these messages is not required to purchase any goods or services. You may also opt into Recall Alerts through an online enrollment form, by messaging RECALL to the short code 46632, or by following other instructions American Honda may publish in the future.

American Honda does not charge any fee to participate in the Honda Alerts or Recall Alerts programs. Message and data rates may apply as provided in your mobile telephone service plan (please contact your mobile carrier for details).

Supported Carriers

Supported carriers include: AT&T, Sprint/Boost/Virgin, T-Mobile/MetroPCS, Verizon Wireless, C Spire Wireless, Carolina West Wireless (CWW), CellCom USA, Google Voice, U.S. Cellular, ACS/Alaska, Advantage Cellular (DTC Wireless), Aio Wireless/Cricket, Appalachian Wireless, Atlantic Tele-Network International (ATN), Bandwidth, Bluegrass Cellular, Buffalo Wireless, CableVision, Cellular Network Partnership (PIONEER), Cellular One of East Central Illinois, Chariton Valley Cellular, Chat Mobility USA, ClearTalk(Flat Wireless), Copper Valley, Coral Wireless (Mobi PCS), Cross Telephone Company (MBO Wireless), Duet IP (Maximum Communications New Core Wireless), Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI Communications Corp, Golden State Cellular, i Wireless (IOWA Wireless), Illinois Valley Cellular (IV Cellular), Immix(Keystone Wireless), Inland Cellular Telephone Company, Leaco, Mosaic (Consolidated or CTC Telecom), MTA Communications, MTPCS (Cellular One Nation), Nex-Tech Wireless, Northwest Missouri Cellular Limited, Panhandle Telecommunications Systems(PTCI), Peoples Wireless, Pine Belt Wireless, Pine Cellular, Revol Wireless USA, RINA, Sagebrush Cellular (Nemont), SI Wireless/Mobile Nation, SouthernLinc, SRT Wireless, Texas RSA 3 Ltd(Plateau Wireless), Thumb Cellular, Union Telephone Company(Union Wireless), United Wireless, Viero Wireless, West Central Wireless (5 Star Wireless).

Supported carriers are not responsible for the Honda Alerts or Recall Alerts programs and may not be held liable for any problem or claim arising in connection with the programs.

Opt-Out

Honda Alerts and Recall Alerts are separate programs. **Opting out of one program will not opt you out of the other program.** If you wish to unenroll from both programs, please follow both sets of instructions listed below.

You may opt-out of the Honda Alerts by texting STOP to 887788. You may then receive one message confirming your opt-out.

You may opt-out of Recall Alerts by texting STOP to 46632. You may then receive one message confirming your opt-out.

Customer Support

You may obtain assistance with Honda Alerts by texting Help to 887788 and Recall Alerts by texting HELP to 46632. For assistance with either program, you may call American Honda at 888-234-2138.

Your Mobile Number & Indemnification

By participating in Honda Alerts or Recall Alerts, you represent that you are the account holder for the mobile telephone number you provided and that you are a United States resident 18 years of age or older. If your phone number changes, you must notify American Honda immediately at 888-234-2138. You agree to indemnify American Honda for all claims, expenses and damages related to or caused in whole or in part by your failure to notify American Honda immediately of a change in your telephone number.

Disclaimer of Warranties

Honda Alerts, Recall Alerts, and all information conveyed by the programs are provided to you on an "AS-IS" and "AS AVAILABLE" basis, and AT YOUR OWN RISK TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. To the fullest extent permitted under applicable law, American Honda disclaims all warranties, whether express or implied, including without limitation, any warranties of title, merchantability, non-infringement and fitness for a particular purpose and all warranties regarding security, currency, correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability. American Honda is not responsible for cellular network or equipment performance and you release it of any liability for claims based on hardware, software, electronic, network or other communications malfunctions such as incomplete messages, delayed transmissions or any technical difficulty that may limit your ability to send or receive a message.

Governing Law

Honda Alerts, Recall Alerts, and these SMS Terms are governed by the laws of the State of California, without regard to its conflict of laws principles.

Dispute Resolution

Any controversy, claim or dispute arising out of or related to these SMS Terms, the Honda Alerts, or Recall Alerts, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties (a "Dispute") shall be solely and exclusively resolved according to the procedures set forth in this paragraph. If the parties are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute by sending notice demanding arbitration to the other party. The demand for arbitration shall be made within a reasonable time after the Dispute has arisen, but in no event shall it be made more than one year from when the aggrieved party knew or should have known of the controversy, claim or facts forming the basis of the Dispute. The arbitration shall be initiated and conducted according to American Arbitration Association rules and procedures for consumer arbitration (the "Arbitration Rules"). The arbitrator will have exclusive authority to resolve any dispute relating to arbitrability and/or enforceability of this arbitration provision. The arbitration shall be conducted in Los Angeles County, California before a single neutral arbitrator appointed in accordance with the Arbitration Rules with the option to appeal the arbitrator's decision to Optional Appellate Arbitration in accordance with the Arbitration Rules. The arbitrator shall not have the power to award punitive damages against any party. Arbitration costs and fees shall be divided according to the Arbitration Rules. Attorneys' fees shall be borne by each party independently and no party shall be liable for the attorneys' fees of the other party unless fee shifting is permitted under controlling law. No disputes may be arbitrated on a class or representative basis and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO JOIN CLAIMS OR DISPUTES WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION, CLASS ARBITRATION OR SIMILAR PROCEDURAL DEVICE AND WAIVES ANY RIGHT IT MAY HAVE TO PRESENT ITS CLAIM OR DISPUTE IN A COURT OF LAW. Judgment on the award rendered by the arbitrator(s), if any, may be entered for enforcement purposes in any court having jurisdiction thereof.

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