

## ACURALINK SUBSCRIPTION AGREEMENT

### TERMS OF SERVICE

One year of AcuraLink Standard, AcuraLink Connect, and AcuraLink Premium services (each a "Service Plan" and together "AcuraLink Services"), plus applicable taxes and other charges described in this Agreement, is included complimentary with the purchase of your Acura vehicle. The one year complimentary period for the AcuraLink Standard, AcuraLink Connect, and AcuraLink Premium Package begins on the initial date you enroll in AcuraLink Services. Upon expiration of the one year complimentary period for any AcuraLink Service Plan, you will have the option to renew service at the Annual Subscription Fee in effect at the time of renewal, plus Applicable Taxes and other charges described in this Agreement. You cannot renew AcuraLink Connect Service Plan without renewal of AcuraLink Standard Service Plan and, you cannot renew AcuraLink Premium Service Plan without renewal of AcuraLink Standard and AcuraLink Connect Service Plans. If you choose to renew these services, you will be responsible for all fees, taxes and other charges for renewal periods for each Service Plan renewed. References in this Agreement to "AcuraLink service(s)" mean any one or combination of the AcuraLink Standard Service Plan, the AcuraLink Connect Service Plan or AcuraLink Premium Service Plan, depending on your current subscription status and renewal elections.

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IF YOU ELECT TO RENEW YOUR SERVICE PLAN, YOU ARE REQUIRED TO PROVIDE A VALID CREDIT CARD NUMBER TO US PRIOR TO ANY SUCH RENEWAL. ONCE YOU PROVIDE US WITH A VALID CREDIT CARD AND INSTRUCT US TO RENEW YOUR SERVICE PLAN, YOUR SERVICE WILL RENEW AT THE EXPIRATION OF YOUR COMPLIMENTARY SERVICES PERIOD AND THEN AT THE EXPIRATION OF EACH SERVICE DURATION AT THE THEN CURRENT SUBSCRIPTION RATE, IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. YOU MAY ELECT TO PROVIDE A VALID CREDIT CARD NUMBER AT ANY TIME DURING THE TERM OF YOUR COMPLIMENTARY SERVICES PERIOD TO BE MAINTAINED ON FILE AND USED FOR RENEWAL OF SERVICES OR FOR ADDITIONAL FEES OR CHARGES THAT YOU MAY INCUR IN CONNECTION WITH CERTAIN SERVICES, INCLUDING, FOR EXAMPLE, CONCIERGE SERVICES. YOUR CREDIT CARD NUMBER ON FILE WILL BE CHARGED FOR THE RENEWAL AMOUNT PLUS APPLICABLE TAXES AND OTHER CHARGES. YOU WILL BE NOTIFIED PRIOR TO ANY SUCH RENEWAL OF THE AMOUNT TO BE CHARGED AND MAY ELECT TO CANCEL YOUR ACURALINK SERVICE AT THAT TIME. A DESCRIPTION OF YOUR RIGHTS TO CANCEL YOUR ACURALINK SERVICES IS SET OUT UNDER THE SECTION TITLED "CANCELLATION" IN THESE TERMS OF SERVICE BELOW.

**POSSIBLE ADDITIONAL CHARGES:** For some AcuraLink services, we may charge additional fees related to our costs (or the costs of our wireless Service Providers) to comply with government regulations or other charges related to governmental costs. For example, if the government imposes additional obligations on us or our wireless Service Providers related to the use of 911 or similar emergency services, we may charge a fee to you to cover our costs associated with such obligations. If we plan to charge these kinds of fees and have not previously informed you of these fees and obtained your approval to charge them, we will send you a notice 30 days before the new or changed fee becomes effective. If you do not wish to continue receiving the AcuraLink service as a result of this change, you may cancel this Agreement without penalty within 30 days of the change becoming effective.

#### **SPECIAL INFORMATION ABOUT SERVICE AND SYSTEM LIMITATIONS.**

**A. Availability.** AcuraLink services are available in all the provinces and territories of Canada and portions of the United States where the underlying wireless carrier has roaming agreements in place. AcuraLink service works using wireless communication networks and the Global Positioning System ("GPS") satellite network. NOT ALL AcuraLink SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR

ON ALL CARS, AT ALL TIMES. The area that you are driving in may affect the service that we can provide to you, including but not limited to routing service. Additionally, services are not available if the GPS system is not working (map CD or DVD may be required). Certain programming limitations of the GPS system may impair our ability to determine your Vehicle's precise location.

**B. Technology and Communications.** AcuraLink service can't work unless your Vehicle is in a place where we have an agreement with a wireless service provider for service in that area. AcuraLink service also can't work unless you're in a place where the wireless service provider we've hired for that area has coverage, network capacity, and reception when the service is needed, and technology that's compatible with the AcuraLink service. AcuraLink service that involves location information about your Vehicle can't work unless GPS satellite signals are unobstructed, available in that place and compatible with the AcuraLink hardware as well.

**C. Vehicle and Equipment.** The AcuraLink services are provided using an embedded telematics device installed in your Vehicle which receives GPS signals and communicates with the Response Center via wireless and landline communications networks. The AcuraLink System is not intended to place or receive personal calls and may only place calls to our Service Providers as permitted under this Agreement. YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE ACURALINK SYSTEM TO OPERATE. You may need to increase the

volume of your radio to hear operator services or automated voice delivered services from the AcuraLink System. AcuraLink service may not work if your AcuraLink System isn't properly installed (e.g., by someone we have not authorized) or you haven't maintained it and your Vehicle in good working order and in compliance with all government regulations. If you try to add or modify any equipment or software in your Vehicle including the AcuraLink System, the AcuraLink service may not work and we can terminate your AcuraLink service. Your AcuraLink System needs to be compatible with the AcuraLink service and the wireless service and technology provided by our wireless Service Provider, too.

**D. Geography and Environment.** There are other problems we can't control that may prevent us from providing AcuraLink service to you at any particular time or place, or that may impair the quality of the AcuraLink service. Some examples are hills, tall buildings, tunnels, weather, electrical system design and architecture of your Vehicle, damage to important parts of your Vehicle in an accident, or wireless phone network congestion.

**E. Maps and Navigation.** The routing data that we provide to you is based on the most current map information available to us, but may be inaccurate or incomplete. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads, detours or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. In addition, traffic, weather and other events may cause road conditions to differ from the results generated. Furthermore, the navigation path/directions suggested by our map data may not correspond to the direction path that the navigation system in your Vehicle will use as they each use independent software and providers when suggesting a route. Therefore, you should always use good judgment, obey traffic and roadway laws and instructions and evaluate whether it is safe and legal based on current traffic, weather and other conditions to follow the directions provided by the AcuraLink service or your Vehicle's navigation system.

**F. Available Information.** Services may be limited to geographic areas where map data and emergency (911) contact information is available in our databases, which may be less than that which is otherwise generally available. Additionally, services may be limited based on the information provided from Service Providers.

**G. Outside Our Control.** We are not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, we are not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility electrical failure, acts of war, government actions,

terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment failures.

**SERVICE PROVIDERS.** Certain Service Providers may impose further terms and conditions on providing services (for example, the end user terms covering navigation and location data). You should read these additional terms and conditions online at <http://www.myacura.ca>. You expressly acknowledge and agree that failing to accept those additional terms and conditions may limit your use of the AcuraLink services.

**CANCELLATION - Your Cancellation Rights.** You can cancel your AcuraLink service at any time by contacting us by registered mail at our mailing address, or by calling the customer care telephone number listed above. You may also cancel the Agreement if you receive a notice of change to your Agreement and if the proposed change entails an increase in your obligations or a reduction of our obligations by contacting us by registered mail or by phone no later than thirty (30) days after the amendment comes into force. **The effective date of cancellation will be the date that you send us your request in our customer care department or the date that you call us if contacting us by phone unless the law where you live imposes a different date.** If you contact us by phone to cancel, you will be required to provide your PIN (provided to us in connection with your enrollment or as otherwise updated by you) and complete any reasonable confirmation of cancellation that we may request. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial consumer affairs office. If you cancel your service within the first thirty (30) days after the start of service, then we will provide a full refund to you of any services fees paid by you (excluding any amounts included in the purchase price of your Vehicle) within 15 days of receiving your cancellation notice. If you cancel your service after the expiration of thirty (30) days from the start of service, then except with respect to a Vehicle Disposal Event (as described below), we will not refund any service fees that you have paid for time periods prior to the effective date of your cancellation, however, we will refund any prepaid amounts for time periods following the effective date of cancellation within 15 days of receiving your cancellation notice. You won't be entitled to any other refunds for AcuraLink service or the AcuraLink System. If you cancel service, we have the right to turn off your AcuraLink System and you may have to pay for any reactivation.

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*If you live in Alberta*, the following also applies to you, and takes precedence over what is set out above:

*You may cancel this contract from the day you enter into the contract until 10 days after you receive a copy of the contract. You do not need a reason to cancel. If you do not receive the goods or services within 30 days of the Agreement Start Date indicated on page 1 of this Agreement, you may cancel this contract within one year of the contract date. You lose that right if you accept delivery after the 30 days. There are other grounds for extended cancellation. For more information, you may contact your provincial/territorial consumer affairs office. If you cancel this contract, the seller has 15 days to refund your money and any trade-in, or the cash value of the trade-in. You must then return the goods. To cancel, you must give notice of cancellation at the address in this contract. You must give notice of cancellation by a method that will allow you to prove that you gave notice, including registered mail, fax or by personal delivery.*

**You promise to notify us promptly if you sell your Vehicle, its lease ends or it is destroyed by casualty (each, a "Vehicle Disposal Event"). IF YOU DO NOT NOTIFY US PROMPTLY OF A VEHICLE DISPOSAL EVENT, YOU WILL BE IN BREACH OF YOUR AGREEMENT WITH US AND YOU MAY BE HELD LIABLE FOR ACTIVITIES AND/OR COSTS ASSOCIATED WITH THE ACURALINK SYSTEM AND YOUR VEHICLE.** In the event of a

Vehicle Disposal Event that pre-dates the effective date of your cancellation, you may apply for a refund adjustment. You will be asked to provide proof of the sale, lease expiration or destruction of your Vehicle. Our decision to apply a refund adjustment is entirely up to us, and if approved, we will apply the adjustment amount to the valid credit card account you have on file with us.

**TRANSFERRING, REACTIVATING OR CHANGING YOUR SERVICE.** Unless we agree otherwise you cannot transfer your AcuraLink service to another Vehicle or another person. There are a few exceptions. The complimentary AcuraLink Service Plan that comes with your Vehicle may be transferred to a subsequent owner of your Vehicle, provided the new owner enters into a Subscription Agreement with us. If you have paid for a Service Plan in addition to the complimentary package, you may be able to transfer any whole month portions remaining in your applicable Service Period that you have paid in advance to your own newly purchased or leased Vehicle. You'll have to request the transfer prior to cancelling your service, and must meet all our requirements for service with the new Vehicle (including having an AcuraLink System in that Vehicle and any other requirements we communicate to you at the time). We reserve the right, however, to deny your transfer request for any reasonable reason. We'll only accept requests from you or an additional authorized user of legal age listed on your account (or from someone we believe is your authorized agent) to activate, cancel, change, reactivate, or transfer your AcuraLink service. If we do any of these things, you agree to pay any charges associated with these requests, which charges will be explained to you at the time of your request.

**SEE FOLLOWING PAGES FOR TERMS AND CONDITIONS AND SUBSCRIBER'S ACCEPTANCE (Required)**

**For questions, please call AcuraLink at 1-855-335-5465.**

### Terms and Conditions Effective as of April 10, 2014

Welcome to **AcuraLink**. The available services plans (each, a "**Service Plan**") and your Service Plan selections are described on page 1 of this Agreement. The information on the previous page(s), including the Terms of Service, the Acura Canada Customer Privacy Policy, and these Terms and Conditions are the agreement between you and us regarding our provision of AcuraLink services to you (hereafter "**Agreement**"). Additional documents you receive from us may further describe the features of your Service Plan, the features of all available Service Plans, and optional features and services and such documents are not part of this Agreement. Except where prohibited by law, if you activate, use, accept or otherwise access AcuraLink services, you accept and agree to be bound by these Terms and Conditions, even if you have not signed this Agreement. **See section 3A below.** You acknowledge that you have received a copy of this Agreement in connection with your enrollment in the AcuraLink services. There are additional terms and conditions that apply to your use of any mobile applications that provide access to the AcuraLink services. Such terms and conditions are provided to you directly in the mobile application and your use of the mobile application evidences your acknowledgement and acceptance of such terms and conditions.

As used in this Agreement, the terms "you" and "your" shall be deemed to refer to, and this Agreement shall be binding upon, any person or entity who has purchased or leased an Acura car, SUV or other vehicle ("Vehicle") equipped with, the AcuraLink service. You will also be responsible for ensuring that any other person who uses your Vehicle as a driver or occupant (e.g., additional drivers, passengers) understands and complies with these Terms and Conditions, including any person that has activated the AcuraLink service pursuant to Section 3A of this Agreement. Also, as used in this Agreement, the terms "we," "us," "our", and "AcuraLink" shall be deemed to refer to Honda Canada Inc., with its principal office located in Markham, Ontario ("**Acura**"), and each of Acura's affiliates, parent companies, successors subcontractors and assigns, and the employees, directors, officers, subcontractors, representatives and agents of each of them. In addition, except where prohibited by law, the following persons and entities are intended third party beneficiaries of this Agreement: (i) Honda and Acura dealers in Canada; (ii)

Service Providers (as defined in Section 1 below) and their affiliates, successors and assigns; (iii) AcuraLink Response Specialists and their affiliates, successors and assigns; and (iv) any employees, directors, officers, subcontractors, representatives and agents of any of the foregoing.

**Our mailing address is 180 Honda Blvd, Markham, ON L6C-0H9 CANADA. Our customer care telephone number is 1-855-335-5465. Our fax number for confirmation of telephone cancellation requests is 1-877-939-0909. Certain information about AcuraLink services and other information referenced in this Agreement are available online at <http://www.myacura.ca>.**

Please note that these Terms and Conditions will be binding on you unless restricted by applicable law.

**PLEASE READ ALL PAGES OF THIS AGREEMENT COMPLETELY BEFORE USING ANY ACURALINK SERVICE AND KEEP A COPY FOR YOUR FILES. READ AND KEEP A COPY OF ANY ADDITIONAL ACURALINK DOCUMENTS GIVEN OR SENT TO YOU. CERTAIN DOCUMENTS MAY SET OUT CHANGES TO YOUR SERVICE PLAN (E.G., THE TIME OR PLACE A CERTAIN SERVICE IS AVAILABLE) OR CERTAIN CHARGES ASSOCIATED WITH YOUR SERVICE PLAN. EXCEPT WHERE PROHIBITED BY THE LAW OF THE PROVINCE IN WHICH YOU LIVE, ANY ACURALINK DOCUMENTS THAT SAY THEY WILL BECOME PART OF YOUR ACURALINK AGREEMENT ARE PART OF THIS AGREEMENT AND MATERIALLY CHANGE THESE TERMS AND CONDITIONS, YOUR SERVICE PLAN OR YOUR RIGHTS UNDER THIS AGREEMENT WILL ONLY FORM A PART OF THIS AGREEMENT IF YOU CONSENT TO THE CHANGES.**

**1. SERVICE REQUIREMENTS AND SERVICE PROVIDERS.** To receive AcuraLink services, your Vehicle must be installed with an authorized AcuraLink system (the "**AcuraLink System**"), which is the equipment, including hardware and software, used to provide AcuraLink service to your Vehicle, and you must have an active subscription. AcuraLink services are provided to you by Acura, which in turn may interact with and/or engage one or more third party providers as necessary to provide the AcuraLink services. Those third party providers include any person, company, or entity who provides any service, equipment, or facilities in connection with AcuraLink service or the AcuraLink system, including, but not limited to, connected vehicle service providers, wireless service providers, suppliers, licensors, public safety answering points, emergency responders and service providers (such as police, fire and ambulance), towing companies, vehicle makers, distributors and dealers ("**Service Providers**"). Acura or its subcontractors may receive and respond to your requests for AcuraLink service through automated systems or through specially trained personnel known as "**Response Specialists**" to receive and respond to your requests for and questions about AcuraLink services. These automated systems and Response Specialists may be collectively referred to as the AcuraLink Response Centre or just Response Centre.

The AcuraLink Response Centre links you or your Vehicle to other Service Providers such as the police, fire department, ambulance service, roadside assistance, and concierge providers. The Response Centre will use reasonable efforts to contact appropriate Service Providers for help when you ask for it or when the AcuraLink system in your Vehicle signals for it, but we can't promise that any Service Providers will respond in a timely manner or at all. The laws in some places require an emergency to be confirmed before emergency Service Providers will provide service. We will not contact emergency Service Providers in these locations in response to an emergency button press if we cannot hear your request for assistance or otherwise confirm that an emergency exists. We also may not contact emergency Service Providers in any location in response to emergency button presses from rental cars, cars that are moving, and cars located in certain locations such as car dealerships, rental car companies, car washes or your address if we cannot hear your request for assistance. We will assume an emergency exists if the Response Centre receives a crash notification signal from your Vehicle.

## **2. FEES, PAYMENT, BILLING AND TAXES.**

**A. Fees and Billing.** The current fee and payment schedule for your Service Plan is set forth on page 1 of this Agreement. After the expiration of your complimentary period of service, **in order to continue to receive the AcuraLink services, you must have a valid credit card on file with us and have indicated to us that you wish to renew your AcuraLink service** (by contacting us in writing, by email or by phone with our customer care centre). During the term of your AcuraLink subscription we will charge your account in advance for the applicable service fees according to the payment schedule associated with your Service Plan. Unless your service is cancelled by you or us as allowed by this Agreement, we'll continue to charge the payment account you provided, or a substitute account provided by you or your card issuer. By providing payment account information to us, you represent that you are an authorized user of such payment account. The price of your Service Plan may change over time, and if it does, we will notify you of the change in advance and then use the new rates for the applicable payment period for those charges. If the change in price is material, we will contact you to confirm you wish to continue to receive the AcuraLink service at the new rate.

**B. Your Payment Obligations.** Depending on the Service Plan you choose, you'll have different payment responsibilities (as more fully set forth in this Agreement), **but you must always pay on time and (unless the law provides otherwise) in full.**

You're responsible for paying directly to others all charges for services furnished by them that aren't expressly covered by your Service Plan (e.g. ambulance service or local government permits/registrations). If your credit card provider refuses a charge, we can suspend your service and if you subsequently fail to pay the required charge once notified of the charge refusal, we can cancel your service (please see section 3.C below). If you object to any fees or charges for services billed by or through us, you must tell us in writing within 60 days (or such longer period as required by law) after the fee or charge is incurred. If you fail to notify us within the required period of time you will have WAIVED THE DISPUTE unless the law where you live does not allow for such a limitation on your ability to enforce your rights. You should be aware that depending on where you live, you may be entitled to enforce your rights for a period of up to three years.

**C. Taxes and Other Fees.** You promise to pay all taxes, fees, and surcharges set by the government and charged to you by us. We may not tell you in advance of changes to these items. See the Terms of Service for information about Additional Possible Charges.

## **3. SERVICE ACTIVATION/DURATION AND CANCELLATION.**

**A. Activation.** You can only get and use AcuraLink service by accepting this Agreement. Subject to applicable law, you accept this Agreement and start your AcuraLink service when you sign a contract that includes this Agreement, OR when you complete and electronically sign a contract online, OR when you complete and sign a contract at your dealership, OR, when you complete an enrollment over the phone with us and accept the terms of this Agreement and do not revoke such acceptance after receiving a copy of this Agreement, OR, except where prohibited by law, when you (or someone you authorize to use your Vehicle) use the AcuraLink service or accept any of its benefits (including using a Vehicle with active AcuraLink system). If you do ANY one or more of these five things to accept, you're bound by this Agreement, and to the extent permitted by applicable law, any later changes or amendments to it.

**B. Duration.** Your AcuraLink ("**Initial Service Period**") starts on the initial date of your enrollment in a Service Plan and continues until the date set forth on the first page of your Subscription Agreement. AFTER THE EXPIRATION OF YOUR INITIAL SERVICE PERIOD, IF YOU HAVE PROVIDED US WITH A VALID CREDIT CARD OR FORM OF PAYMENT TO HAVE ON FILE AND YOU HAVE INDICATED YOUR INTENTION TO RENEW YOUR SERVICE (BY CONTACTING US IN WRITING, OR BY EMAIL OR BY PHONE WITH OUR CUSTOMER CARE CENTRE), THEN YOUR ACURALINK SERVICE WILL RENEW UNLESS AND UNTIL IT IS CANCELLED BY YOU OR US AS ALLOWED IN THIS AGREEMENT ("**RENEWED SERVICE PERIODS**"). In addition, your payment account will be automatically charged during the Renewed Service Periods as described above to effectuate a renewal of AcuraLink services.

**C. Our Cancellation and Suspension Rights.** We may cancel your AcuraLink service for any serious reason, in which case we will give you notice thirty (30) days prior to the effective date of cancellation after which your account will be deactivated and your service will terminate. This means that we can decide to cease providing the AcuraLink service to you at any time (after the notification period) for any serious reason, even for reasons unrelated to you or your account with us. In such a case, we'll refund any amounts you have paid in advance for the services (other than any payment that was included in the purchase or lease price of your Vehicle), but not for the AcuraLink system. Also, we may cancel your service without prior notice to you for any serious failure by you to comply with the terms of this Agreement. This means, for example, we can terminate your service immediately if you breach any important part of this Agreement, fail to pay any amounts that are due to us or one of the Service Providers, interfere with our business or our efforts to provide service in a way that does or could seriously impact us or our other customers, or if your AcuraLink service or wireless phone number is used for illegal purposes or purposes that could harm our reputation or ability to provide services. If we cancel your services, you don't have any right to have AcuraLink service reactivated, even if we cancel due to your failure to comply with the terms of this Agreement and you later cure the problem. Whether we allow you to have service again will be entirely up to us. We can suspend your AcuraLink service for any reason we could cancel it. We can also suspend it for network or system maintenance or improvement, or if there's network congestion, or if we suspect your service is being used for any purpose that would allow us to cancel it.

**4. CHANGES TO YOUR AGREEMENT.** We can change certain features of your AcuraLink agreement at any time, (but no more than twice annually in Ontario) after giving thirty (30) days' notice to you in accordance with applicable law. Where required by law, the notice to you will provide you with an updated version of this Agreement (including all of the terms and conditions required by applicable law) and we will set out the changes proposed, the date of the coming into force of such changes and your rights to refuse the amendment and to rescind this Agreement without additional cost, penalty or cancellation indemnity by sending us a notice to that effect no later than thirty (30) days after the amendment comes into force, if the amendment entails an increase in your obligations or a reduction in our obligations. Such an amendment includes changing the price and type of AcuraLink services. You agree that we may use any credit card or other payment account of yours that we have on file for payment of such charges.

**IF YOU DON'T CANCEL YOUR ACURALINK AGREEMENT WITHIN THE TIME SPECIFIED IN THE NOTICE, YOU'RE AGREEING TO THE CHANGE AND IT BECOMES PART OF THE AGREEMENT BETWEEN US.**

#### **5. SPECIAL NOTICES.**

**A. Software, Hardware and Equipment Updates.** AcuraLink service involves software that we may need or want to change from time to time. We may do this remotely without notifying you first. Such changes may affect or erase data you've stored on the AcuraLink system in your Vehicle. Unless otherwise required by law, we aren't responsible for lost data. You do not own the AcuraLink software or acquire any rights to use or modify the AcuraLink software by itself or on your own. Your Vehicle's systems also involve software that Acura may need to change from time to time. You agree that Acura may do this remotely without your consent, subject to the provisions of Section 8, Privacy, of these Terms and Conditions below.

**B. Telecommunications/GPS Changes.** The AcuraLink system uses digital wireless telecommunications technology and GPS technology that are outside of our control. Telecommunications technologies have been known to change over time, resulting in the obsolescence of certain telecommunications networks. The AcuraLink system requires a compatible wireless network. Should the wireless provider terminate or restrict network service, services will not be available. Under this circumstance, your service may be suspended or terminated without notice and without liability to Acura, the Service Providers, the underlying wireless carrier, or any other third party beneficiary under this Agreement. In the event a change of telecommunications systems or services becomes necessary and we have not been able to find an alternative service or provider that minimizes the impact to you, we will notify you of the change as set out in Section 4 above and you will be solely responsible for replacing, as well as the cost of replacing, any AcuraLink system equipment in the Vehicle that is necessary. If you choose not to make the replacements necessary to have your AcuraLink system be capable of receiving AcuraLink services, this will be considered sufficient reason for us to cancel this Agreement.

**C. Wireless Carriers.** You do not have any right in the wireless phone number assigned to your AcuraLink system. We can change the number at any time. As a condition to providing wireless service, the wireless carrier requires that you agree to the following terms. You agree that you have no contractual relationship whatsoever with the wireless carrier and that you are not a third-party beneficiary of any agreement between us and the wireless carrier. **IN ADDITION, YOU AGREE THAT THE WIRELESS CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU.**

#### **6. SPECIAL INFORMATION AND AGREEMENTS ABOUT CERTAIN SERVICES**

**A. Automatic Collision Notification and Emergency Call.** When we receive an emergency signal from your Vehicle, we will first attempt to verify your emergency, and then if appropriate, contact third party emergency responders to respond to your emergency. You understand that we cannot assure you, or make any guarantees, about the manner or 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 BATTERY POWER) FOR THE AUTOMATIC COLLISION NOTIFICATION AND EMERGENCY CALL FEATURES TO OPERATE.**

**B. Stolen Vehicle Locator.** If your Vehicle is stolen, we can try to locate it. Before we try to locate it, the Vehicle's owner will need to file a stolen vehicle police report with the local authorities and be able to verify their identity to us. We will ask for information about the police report that was filed and verify with the local authorities that they are treating the Vehicle as stolen.. We will not continue to try to locate the Vehicle after seven days from the time it was first reported stolen, and we cannot guarantee that we will find it. The Vehicle's owner may request one additional seven day extension, after which we will cease any efforts to locate your Vehicle. We also are not required to try to find your Vehicle for the purpose of locating a person. We will not activate the stolen vehicle location service for your Vehicle to an unauthorized third party, which means anyone other than you or an authorized user of legal age listed on your account, the Vehicle's owner, a government entity pursuant to a valid court order or other official governmental action, or one of Acura's affiliates in connection with a stolen leased or financed Vehicle. We will only provide location information derived from the stolen vehicle location service to the police, a government entity pursuant to a valid court order or other operation of law, or an authorized representative from one of the Acura affiliates listed in this section.

**C. Content Based Services.** The information available via these services (e.g., maps, navigation and guidance, Point of Interest (POI) search and download, mobile information services, concierge service) is limited to that information which is available in the databases of the Service Providers selected by us, which may or may not be complete or accurate at all times.

**D. Car Finder.** It is your responsibility prior to activating Car Finder to ensure that doing so will not violate any regulation, ordinance or other law applicable to the location of your Vehicle at time of activation. This service requires you to establish and use a PIN each time it is accessed, whether by operator, web, mobile app or phone. We will provide assistance to anyone who can provide us your password/PIN or other satisfactory identification of your account.

**E. Remote Door Unlock/Lock.** We can often unlock your Vehicle doors remotely if you are locked out. This service requires you to establish and use a PIN each time it is accessed, whether by operator, web, mobile app or phone. We will provide assistance to anyone who can provide us your password/PIN or other satisfactory identification of your account. If remote door unlock is unsuccessful, we may contact roadside assistance or emergency Service Providers to help you upon request and at your expense if you are not then covered under a paid roadside assistance plan.

**F. Maintenance Minder; Remote Diagnostics.** AcuraLink gathers maintenance information from your Vehicle and notifies you about this information. This service is provided to you as a courtesy for your convenience only and you are responsible for servicing and maintaining your Vehicle in accordance with the schedule published in the owner's manual.

#### **7. YOUR RESPONSIBILITIES**

**A. Maintaining Your Account.** Your receipt of AcuraLink service is dependent upon your AcuraLink system being activated and you being enrolled in a Service Plan. You are responsible for ensuring your system and services are activated by enrolling in a Service Plan and maintaining a valid form of payment for the AcuraLink service after the expiration of any Complimentary Period of service.

**B. Passwords/PINs.** You promise to be fully responsible for the protection of your password/PINs. Anyone who has your password or PINs may be able to access the AcuraLink services and neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your password/PINs or other information that can be used to identify your account to request services for your Vehicle.

**C. Proper Use of the Services.** You promise to use AcuraLink emergency and roadside services only for actual emergencies and roadside assistance needs. You promise not to use any AcuraLink service for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of services to our other customers. You promise you won't abuse or do anything to damage our business operations, services, reputation, employees, facilities, or those of the Service Providers. If you do any of these things, you agree you'll be responsible for any amount anyone else claims from us, plus any expenses, resulting in whole or in part from that use or your actions.

**D. Safeguarding and Use of Others' Information.** Certain information you receive through your AcuraLink service belongs to us or third parties who provide it through us. It may be covered by one or more copyrights, trademarks, service marks, patents, or other legal protections. You promise not to use any content you receive through AcuraLink services except as expressly authorized by us. You can't resell any of it or use it for commercial purposes. You can't copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it other than through the normal authorized use of your AcuraLink system.

**E. Other Users/Occupants of your Vehicle.** YOU'RE SOLELY RESPONSIBLE FOR ANY USE OF ACURALINK SERVICE IN YOUR VEHICLE, EVEN IF YOU AREN'T THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WASN'T AUTHORIZED. YOU'RE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING YOUR VEHICLE, THROUGH YOUR ACURALINK SYSTEM. You promise to educate and inform all users and occupants of your Vehicle about the AcuraLink services and system features and limitations, the terms of the Agreement, and the AcuraLink Privacy Policy, and to ensure that such users and occupants agree with them. Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your Vehicle. If you or a driver of your Vehicle uses the AcuraLink system to commit a crime or for another improper purpose, you will be responsible for any damages owed by us as a result of such use.

## 8. PRIVACY

**A. Your Rights.** The privacy terms set forth in this Agreement govern our collection, use and disclosure of your personal information in connection with the AcuraLink services. These terms are intended to supplement the privacy terms set forth in the Acura Canada Customer Privacy Policy. You can access the current policy online at <http://www.acura.ca/privacy>, or request a copy by writing or calling us at the mailing address or customer care telephone number provided above. In addition to the privacy terms set forth in this Agreement and the Acura Canada Customer Privacy Policy, additional terms and conditions apply to your use of any mobile applications that provide access to the AcuraLink services. Those terms are specifically stated within the mobile application, and your use of the mobile application signifies your acceptance of those terms. Comments or inquiries about the privacy policies pertaining to the AcuraLink services should be directed to us by writing or calling us at the mailing address or customer care telephone number provided below. The AcuraLink file containing your personal information will be held in our offices or those of the Service Providers and only our employees and those of the Service Providers who require it for the purposes of their duties will have access to your file. Acura's subcontractors and certain Service Providers may be located outside Canada and the personal information may be transferred or processed outside of Canada for the purposes described above. This personal information may be disclosed to comply with any legal, regulatory, audit, processing and security requirements, or as otherwise permitted or required by law, including as required by foreign laws applicable to us or our affiliates, agents, subcontractors and Service Providers. You may update the information you provide us at any time and, to the extent provided by law, you may request to have access and to correct the file containing your personal information by writing or calling us at the mailing address or customer care telephone number provided above. You may also contact us to withdraw your consent to our collection, use or disclosure of your personal information for an identified purpose.

**B. Information Collection and Use by Us.** In providing the AcuraLink service to you, we collect and retain certain information from you, including personal information you provide to us when you enter into this Agreement. In addition, in providing the AcuraLink service to you, we may collect and retain an electronic copy or other form of record of certain information including: your Vehicle's description, location, speed, direction of travel, time of travel, service data, mechanical condition or incidents involving your Vehicle, your search content, information about anyone making an AcuraLink call from your Vehicle or under your account; the date, time and duration of call and any Response Specialist's notes written during a call. You agree that we may record or monitor your Vehicle's location or other information when (1) you or other occupants in your Vehicle request service, (2) your airbag deploys or a severe impact occurs, (3) your Vehicle is equipped to provide stolen vehicle recovery and you report your Vehicle as stolen; (4) as permitted or required by applicable laws, rules and regulations; or (5) in connection with our attempts to communicate with you or recover your Vehicle pursuant to agreements governing the lease or financing of your Vehicle. Your Vehicle may also be equipped with one or more sensing or diagnostic modules capable of automatically retrieving, recording, transmitting, or storing certain vehicle data, such as trouble codes, tire pressure, battery voltage, coolant temperature, and service requirements.

We use the information we collect from you or occupants of your Vehicle to, among other things, deliver the AcuraLink service to you, manage your AcuraLink account, improve occupant and vehicle safety, analysis and research purposes, improve your AcuraLink service experience at Acura dealers and enhance your overall ownership experience. We will not sell, trade, or rent your information to others without your consent. We may also disclose information which is not identifiable to you as necessary with third parties for purposes of analysis and research in order to better our services. All Service Providers are contractually obligated to keep your information confidential if it is identifiable to you and may only use such information for purposes of providing the AcuraLink service and maintaining your account as we direct. We may also disclose information to individuals designated by you to be contacted in an emergency. When required, you agree we may release information, including location data, to comply with the law, in legal proceedings, to respond to subpoenas or court orders, in cooperation with law enforcement agencies, and to enforce the terms of this Agreement and any agreement related to the lease or financing of your Vehicle. Any data which we collect or which you provide to us which is not identifiable to you, including functionality, use, statistics, performance data and quality metrics, shall be owned by us. You expressly consent to the sharing of the foregoing information, including information that is identifiable to you, on the terms outlined in this Section 8.B.

**C. Monitoring and Recording.** For quality assurance purposes, we or the Service Providers may monitor and record conversations between our and their respective service centres and your Vehicle's occupants, as well as any conversations between our and their service centre and you or others contacting the service centres to discuss your account outside of the Vehicle. **YOU CONSENT, ON BEHALF OF YOURSELF, ALL OCCUPANTS OF YOUR VEHICLE, AND ANYONE WHO HAS PROVIDED A VALID PIN AND ENGAGED IN A CONVERSATION WITH US OR A SERVICE PROVIDER ABOUT YOUR VEHICLE OR YOUR ACCOUNT, TO THE MONITORING AND RECORDING OF ALL CONVERSATIONS BETWEEN THE SERVICE CENTRES AND SUCH PERSONS AND YOU RELEASE US FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND LOSSES THAT MAY RESULT FROM ANY SUCH MONITORED AND/OR RECORDED CONVERSATIONS OTHER THAN LIABILITIES AND LOSSES ATTRIBUTABLE TO THE WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF US OR A THIRD PARTY BENEFICIARY.** Call recordings may be shared with Acura and its dealers and other Service Providers for the purposes of providing the AcuraLink service and maintaining your account. Additionally, if your Vehicle is equipped to provide stolen vehicle recovery services and your Vehicle is stolen, or you breach the terms of any agreement regarding the lease or financing of your Vehicle, we may determine the location of the Vehicle, without the occupants' knowledge, in order to assist in

recovering the Vehicle. We may also be legally required to provide location data and other information obtained through the AcuraLink system to law enforcement agencies. YOU RELEASE US AND THE THIRD PARTY BENEFICIARIES FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE DISCLOSURE OF INFORMATION UNDER THOSE CIRCUMSTANCES OTHER THAN LIABILITIES AND LOSSES ATTRIBUTABLE TO THE WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF US OR A THIRD PARTY BENEFICIARY.

**D.** You may update the information you provide us at any time by calling 1-855-335-5465 and, to the extent provided by law, you may request to have access and to correct your file by writing us at our mailing address or calling our customer care telephone number provided above. You may also contact us to withdraw or limit your consent to our collection, use or disclosure of your personal information. Please note, however, that due to the nature of the AcuraLink services, in some cases withdrawing consent may also require the termination of AcuraLink services as some of the systems must generate certain types of data in order to function (outlined below). The terms of termination outlined in the enrollment terms and conditions would apply in this case.

**E. Your Consent.** YOU CONSENT ON BEHALF OF YOU AND OCCUPANTS IN YOUR VEHICLE TO THE COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION AS SET OUT IN THIS AGREEMENT AND THE ACURA CANADA CUSTOMER PRIVACY POLICY. YOU CONSENT TO WIRELESS COMMUNICATION BEING CONDUCTED IN YOUR VEHICLE TO ENABLE US AND THE SERVICE PROVIDERS TO DELIVER THE ACURALINK SERVICE TO YOU AND OCCUPANTS IN YOUR VEHICLE. YOU, ON BEHALF OF YOU AND THE OTHER INDIVIDUALS (EMERGENCY CONTACTS AND ADDITIONAL DRIVERS) WHOSE PERSONAL INFORMATION YOU PROVIDED IN CONNECTION WITH ENROLLMENT IN THE SERVICES, ALSO CONSENT TO THE COLLECTION, RECORDING, USE AND DISCLOSURE OF THE INFORMATION DESCRIBED IN THIS AGREEMENT SOLELY FOR THE PURPOSE OF PROVIDING THE ACURALINK SERVICE AND MAINTAINING YOUR ACCOUNT AND RELEASE US AND THE THIRD PARTY BENEFICIARIES FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE COLLECTION, USE AND DISCLOSURE OF THIS INFORMATION OTHER THAN LIABILITIES AND LOSSES ATTRIBUTABLE TO THE WILFUL MISCONDUCT OR GROSS NEGLIGENCE OF US OR A THIRD PARTY BENEFICIARY. **YOU ALSO AGREE THAT WE MAY CONTACT YOU IN YOUR VEHICLE, BY ELECTRONIC MAIL, BY SHORT MESSAGE, OR BY TELEPHONE AT ANY NUMBER WE HAVE ON FILE FOR YOU TO DISCUSS YOUR ACCOUNT OR TO DELIVER SERVICES, EVEN IF DOING SO WILL RESULT IN ADDITIONAL TELECOMMUNICATIONS FEES OR CHARGES TO YOU FROM YOUR TELECOMMUNICATIONS PROVIDER (E.G., TEXT MESSAGING RATES OR AIRTIME CHARGES).**

**F. Acura Privacy Statement.** I acknowledge and understand that the nature, purposes and consequences of Acura, its affiliates, Dealers and service providers collecting, using, disclosing and sharing between themselves my personal information include the following: (i) completing my purchase, finance or lease transaction; (ii) maintaining my warranty and customer service records; (iii) conducting customer service campaigns; (iv) providing me with marketing information; and (v) for legal and other business purposes. I can contact Acura at 1-888-922-8729 or 180 Honda Boulevard, Markham, Ontario, L6C 0H9, and my Dealer if I no longer consent to these uses and to update or correct my personal information. In some cases, personal information may be disclosed, processed and stored outside Canada, and therefore may be available to government authorities under lawful orders and laws applicable there.

I consent to receive electronic messages and commercial electronic messages including news, advertisements and other promotional information, at the electronic address provided, from Acura, its Dealers and Acura Financial Services\*, including their respective agents. I understand that I may withdraw my consent at any time.

\* Acura Financial Services operating as Honda Canada Finance Inc., 180 Honda Blvd., Markham, Ontario, L6C 0H9, 1-866-899-4440.

**9. NO WARRANTIES.** Warranties are special kinds of promises. Your Vehicle's limited warranty or hardware maker's limited warranty (if applicable) includes the AcuraLink equipment in your Vehicle, BUT DOES NOT COVER THE ACURALINK SERVICES OR THE WIRELESS SERVICE. In addition, we cannot promise uninterrupted or problem-free service, and cannot promise that the data or information provided to you will be error-free. Services are provided exclusively by us. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" AND "WITH ALL FAULTS" BASIS. TO THE EXTENT PERMITTED BY LAW, WE DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, ABOUT ACURALINK SERVICE OR ABOUT ANY DATA OR INFORMATION OR SERVICES PROVIDED THROUGH IT INCLUDING, AMONG OTHER THINGS, NO WARRANTIES OF CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, DURABILITY, MERCHANTABLE QUALITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT TO THE EXTENT PERMITTED BY LAW.

#### **10. LIMITATIONS OF LIABILITY.**

YOU AND WE ARE EACH WAIVING IMPORTANT RIGHTS. UNLESS FORBIDDEN BY THE LAW OF YOUR PROVINCE, IN A PARTICULAR INSTANCE, WE EACH AGREE AS FOLLOWS:

**A. WE (INCLUDING FOR PURPOSES OF THIS SECTION 10, OUR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES) WILL NOT BE LIABLE FOR THE ACTIONS OR INACTIONS OF ANY SERVICE PROVIDER WE CONTACT FOR YOU OR YOUR VEHICLE, OR FOR OUR INABILITY TO CONTACT ANY SERVICE PROVIDER IN ANY PARTICULAR SITUATION.**

**B. WE WILL NOT BE LIABLE TO YOU FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR USE OF THE ACURALINK SYSTEM OR ACURALINK SERVICE, OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE ACURALINK SYSTEM.**

**C. THE MAXIMUM AGGREGATE LIABILITY OF US, THE WIRELESS CARRIER, AND ANY OTHER SERVICE PROVIDER TO YOU IN RESPECT OF ANY CLAIM (WHETHER BASED IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH A CLAIM) IS LIMITED TO THE TOTAL AMOUNT PAID BY YOU FOR THE ACURALINK SERVICES DURING THE 12 MONTHS PRECEDING THE DATE YOUR CLAIM AROSE. YOU AGREE THAT NONE OF US, THE WIRELESS CARRIER, ANY SERVICE PROVIDER OR ANY OTHER THIRD PARTY BENEFICIARY WOULD HAVE AGREED TO PROVIDE THE ACURALINK SERVICES TO YOU IF YOU DID NOT AGREE TO THIS LIMITATION. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF US, THE WIRELESS CARRIER, THE SERVICE PROVIDERS, AND ANY OTHER THIRD PARTY BENEFICIARIES TO YOU, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.**

**D. UNLESS OTHERWISE PROVIDED IN THIS AGREEMENT, YOUR MAXIMUM LIABILITY TO US IN RESPECT OF ANY CLAIM (WHETHER BASED IN NEGLIGENCE, TORT, STATUTE, EQUITY, CONTRACT, COMMON LAW, OR ANY OTHER CAUSE OF ACTION OR LEGAL THEORY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH A CLAIM) IS LIMITED TO ANY CHARGES DUE AND OWING BY YOU TO US.**

**E. NEITHER YOU NOR WE CAN RECOVER (1) PUNITIVE DAMAGES, (2) CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, OR (3) LEGAL FEES. YOU CANNOT RECOVER THESE TYPES OF DAMAGES OR FEES FROM ANY THIRD PARTY BENEFICIARY, EITHER. YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, COMPENSATORY DAMAGES AS LIMITED BY THIS AGREEMENT.**

**F. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS OF 30 DAYS OR LESS. TO RECEIVE SERVICE CREDIT FOR LONGER INTERRUPTIONS, UNLESS PROHIBITED BY APPLICABLE LAW, YOU MUST NOTIFY US WITHIN 60 DAYS AFTER THE TIME WHEN THAT SERVICE INTERRUPTION STARTED (TO RECEIVE A CREDIT FROM US). Except for any credits provided voluntarily by us for a dropped call, or credits for interrupted service as described above, NO ONE IS LIABLE TO YOU FOR DROPPED CALLS OR INTERRUPTED SERVICE, OR FOR PROBLEMS CAUSED BY OR CONTRIBUTED TO BY YOU, BY ANY THIRD PARTY, BY BUILDINGS, HILLS, TUNNELS, NETWORK CONGESTION, WEATHER, OR ANY OTHER THINGS WE OR OUR SERVICE PROVIDERS DON'T CONTROL.**

**G. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, YOU AGREE TO EXCUSE ANY NON-PERFORMANCE BY US OR ANY SERVICE PROVIDER CAUSED IN WHOLE OR IN PART BY AN ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT OR FACILITY SHORTAGE, OR**

OTHER CAUSES BEYOND THE CONTROL OF US OR OUR SERVICE PROVIDERS.

**H.** If another wireless service provider is involved in any problem (for example, because of roaming), you also agree to any limitations of liability that it imposes on its customers as described in any terms and conditions provided to you pursuant to the Service Providers section of the Terms of Service above.

**I. YOU AGREE THAT NONE OF US, OR ANY SERVICE PROVIDER WHO SENDS YOU DATA OR INFORMATION THROUGH ACURALINK, IS LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN THAT DATA OR INFORMATION.**

**J.** WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR INJURIES TO PERSONS OR PROPERTY ARISING FROM YOUR USE OF THE ACURALINK SYSTEM OR THE ACURALINK SERVICE OR THE INSTALLATION, REPAIR OR MAINTENANCE OF THE ACURALINK SYSTEM BY OTHER THAN AN AUTHORIZED ACURALINK DEALER OR INSTALLER.

**K.** You agree that the limitations of liability and indemnities in this Agreement will survive even after the Agreement has ended. These limitations of liability apply not only to you, but to anyone using or occupying your Vehicle, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your AcuraLink service or the AcuraLink system.

**NOTE: Some of the limitations above may not apply in some situations due to restrictions imposed by applicable law, for example, under the Quebec Civil Code, no one can limit or exclude its liability for personal injury or intentional fault.**

**11. YOUR INSURANCE OBLIGATIONS.** The AcuraLink service is intended as a convenience. The payments you make for that service aren't related to the value of your Vehicle or any property in it, or the cost of any injury to or damages suffered by you. We are not an insurance company. You promise you'll obtain and maintain appropriate insurance covering personal injury, loss of property, and other risks. FOR YOURSELF AND FOR ANYONE ELSE CLAIMING UNDER YOU, YOU HEREBY RELEASE AND DISCHARGE ACURA, ITS SUBCONTRACTORS AND THE SERVICE PROVIDERS, AND EACH OF THEIR RESPECTIVE PARENTS, AFFILIATES, AND SUBSIDIARIES, AND THE RESPECTIVE OFFICERS, DIRECTORS, AND EMPLOYEES OF ANY OF THEM FROM AND AGAINST ALL HAZARDS COVERED BY YOUR INSURANCE. NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST ACURA, ITS SUBCONTRACTORS OR THE SERVICE PROVIDERS.

**12. YOUR RESPONSIBILITY FOR ANY THIRD PARTY CLAIMS.** Unless the law where you live provides otherwise, in order to receive AcuraLink service, YOU AGREE THAT YOU'LL BE RESPONSIBLE FOR ANY AMOUNT ANYONE ELSE CLAIMS FROM ACURA, ITS SUBCONTRACTORS OR THE SERVICE PROVIDERS, 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) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER BROUGHT BY YOU, YOUR EMPLOYEES, OR THIRD PARTIES; (2) THE USE OR POSSESSION OF DATA OR INFORMATION PROVIDED IN CONNECTION WITH ACURALINK SERVICE; (3) CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING OUT OF OR RELATED IN ANY WAY DIRECTLY OR INDIRECTLY TO THIS AGREEMENT; (4) THE USE OF, UNAUTHORIZED USE OF, FAILURE TO USE, OR INABILITY TO USE ACURALINK SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OF ACURA, ITS SUBCONTRACTORS OR THE SERVICE PROVIDERS.

In addition, if you've authorized us to charge amounts due against your credit card account or other similar account by giving us a card or account number, THEN YOUR AGREEMENT IN THIS SECTION EXTENDS TO CLAIMS, EXPENSES, LIABILITIES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT CARD ACCOUNT OR OTHER SIMILAR PAYMENT ACCOUNT, OR FROM THE ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH ACCOUNT.

### **13. RESOLVING DISPUTES.**

**A. Procedure.** If you and we have a disagreement related to AcuraLink service, **we'll try to resolve it by talking with each other.** If we can't resolve it that way, then we and you agree to arbitrate **all such unresolved disputes and claims** between us unless the law where you live provides that a claim or dispute is not subject to binding arbitration, in which case this Section 13.A shall not apply. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to: (i) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory; (ii) claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising); (iii) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and (iv) claims that may arise after the termination of this Agreement. References to "us" in this section 13 include the Third Party Beneficiaries, and references to "you," and "us" in this section 13 include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users of the AcuraLink services or system under this or prior agreements between us. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration agreement does not preclude you from bringing issues to the attention of the consumer protection regulators in the jurisdiction where you reside. This arbitration provision shall survive termination of this Agreement.

A party who intends to seek arbitration must first send to the other, by registered mail, a written Notice of Dispute ("**Notice**"). The Notice to Acura should be sent to: **Legal Affairs, Honda Canada Inc., 180 Honda Blvd., Markham, Ontario L6C 0H9, Canada.** The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If we and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or we may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled.

Private arbitration will be conducted by a neutral arbitrator pursuant to the Simplified Arbitration Rules of the ADR Institute of Canada, Inc. ("ADR Canada"). Arbitration is not a court proceeding. The rules of arbitration differ from the rules of court. You may get a copy of the rules by contacting ADR Canada or visiting its website at [www.amic.org](http://www.amic.org). There is no judge and jury in an arbitration proceeding. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless we and you agree otherwise, any arbitration hearings will take place in the city of your billing address. The arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If for some reason these arbitration requirements don't apply, or a claim proceeds in small claims court, we each waive any trial by jury and a judge will decide any and all disputes.

Notwithstanding the above, you and we agree that either of us may seek injunctive or equitable relief as otherwise provided for in this Agreement without complying with the above described procedure.

**B. Governing Law.** To the fullest extent permitted by law, and except as provided otherwise in 13A above, this Agreement and any disputes arising out of or relating to it will be governed by the laws of the province where the subscriber resides and the federal laws of Canada applicable therein.

**C. Time Limits.** EXCEPT WHERE PROHIBITED BY LAW, YOU ARE NOT ALLOWED TO BRING ANY CLAIM AGAINST US, OUR SERVICE PROVIDERS OR ANY OTHER THIRD PARTY BENEFICIARY MORE THAN TWO YEARS AFTER THE CLAIM ARISES.

### **14. GENERAL LEGAL INFORMATION.**

**A. Communicating with Each Other.** Except as otherwise provided in this Agreement or by law, any written notice from you

required by this Agreement will be considered given five business days (business days means every day except Saturdays, Sundays and statutory holidays in the Province where subscriber resides) after you mail it to us at our mailing address provided in the introduction of this Agreement. Any written notice from us required by this Agreement will be considered given when we send it by email to any email address you've provided to us, or five business days after we mail it to you at the most current billing address we have on file for you. Any oral notices will be considered given when we call you or when you call us at the customer care number listed above. To review the Acura Canada Customer Privacy Policy, the current version of these Terms and Conditions, and other information, you can also visit us online at <http://www.myacura.ca>.

**B. Others Covered by this Agreement.** The wireless carrier, all other Service Providers, our affiliates and the affiliates of each of the foregoing are intended beneficiaries of this Agreement. You agree that you'll make any of your passengers or guests or drivers of your Vehicle aware of our rights and subject to the limitations of this Agreement.

**C. Our Relationship.** Despite anything else this Agreement says, this Agreement doesn't create any fiduciary relationships between you and us. It doesn't create any relationship of principal and agent, partnership, or employer and employee, either.

**D. Assignment.** We can assign this Agreement or your obligations to pay under it in whole or in part to anyone we choose. You can't assign this Agreement or your obligations to anyone else without our prior consent.

**E. Language.** The parties have specifically requested that this Agreement be written in English. Les parties aux présentes ont expressément exigé que la présente convention soit rédigée en anglais.

**F. Final Provisions.** This Agreement is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present. If any part of this Agreement is found to be unlawful, void, or for any reason unenforceable by a court of competent jurisdiction, then, within such jurisdiction, that provision will be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provisions. Even after this Agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it's been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors. No waiver of any part of this Agreement, or of any breach of it, in any one instance will require the waiving party to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULDN'T OTHERWISE QUALIFY. THIS WON'T BE A WAIVER OR REQUIRE US TO DO SO AGAIN AND YOU AGREE WE WON'T BE LIABLE FOR OUR VOLUNTARY PROVISION OF SUCH SERVICE.

#### **ACCEPTANCE (Required)**

*I have carefully read all pages of this AcuraLink Subscription Agreement and agree to its Terms of Service and Terms and Conditions as described above, including without limitation, the terms governing service duration and subscription renewal, system and service limitations, limitations of liability, and privacy. I agree that the Agreement may be signed, delivered and retained in electronic form. By signing below, I confirm that I have read, understood and consent to the terms set out above and agree to retain a copy of the Agreement (including the Terms of Service and Terms and Conditions) for my records.*

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_