

AcuraLink® Subscription Services
Terms of Use
Effective as of December 9, 2025

Key Updates

- Updated application terms and conditions hyperlink
- Updated privacy notice hyperlink
- Updated terms and conditions landing page hyperlink

Your Acura vehicle (“**Vehicle**”) may come with active connected vehicle services. PLEASE READ THESE TERMS OF USE COMPLETELY BEFORE USING ANY ACURALINK SUBSCRIPTION SERVICES AND KEEP A COPY FOR YOUR FILES. **IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACTIVATE OR USE ANY OF THE SUBSCRIPTION SERVICES. IN ADDITION, FOR CERTAIN SUBSCRIPTION SERVICES, INCLUDING AUTOMATIC COLLISION NOTIFICATION, YOU MUST CALL US AT 1-800-382-2238, SELECT THE PROMPT FOR ACURALINK, AND REQUEST TO HAVE SUCH SUBSCRIPTION SERVICES DEACTIVATED.**

Welcome to the AcuraLink® **subscription-based** connected vehicle services (the “**Subscription Services**”), a Connected Vehicle Service offered through AcuraLink. These AcuraLink Subscription Services Terms of Use (these “**Terms**”) are a supplement to the general AcuraLink Terms and Conditions that you accepted when you activated, received, used or otherwise accessed any of the services available through AcuraLink. The current version of the AcuraLink Terms and Conditions is available at https://content.services.honda.com/ConnectedProducts/acuralink_terms/acuraLink_terms_and_conditions.pdf (the “**AcuraLink T&Cs**”). Capitalized terms used in these Terms, but not defined in these Terms, shall have the meanings assigned to them in the AcuraLink T&Cs. In the event these Terms contradict the AcuraLink T&Cs, these Terms shall control regarding your use of the Subscription Services.

These Terms, the AcuraLink T&Cs, the American Honda Privacy Notice(<https://www.honda.com/privacy/privacy-notice>), and the American Honda Vehicle Data Privacy Notice (<https://www.honda.com/privacy/connected-product-privacy-notice>) (collectively, the “**Agreement**”), define the full agreement between you (“**you**” and “**your**”) and American Honda Motor Co., Inc. (“**Acura**”, “**we**”, “**our**”, or “**us**”) with respect to your use of the Subscription Services as part of a subscription package, whether in a trial or paid subscription (each, a “**Subscription Package**”).

SUBJECT TO APPLICABLE LAW, YOU AGREE TO THESE TERMS WHEN YOU ENROLL IN A SUBSCRIPTION PACKAGE AND ACCEPT THESE TERMS ELECTRONICALLY VIA THE ACURALINK MOBILE APPLICATION (THE “**ACURALINK APP**”) OR ACURALINK WEBSITE PORTAL OR DURING ENROLLMENT WITH AN ACURA DEALER OR ACURALINK AGENT. IF YOU ACCEPT THESE TERMS, YOU ARE BOUND BY THE AGREEMENT, INCLUDING THESE TERMS, AND ANY LATER CHANGES OR AMENDMENTS TO IT. **IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCEPT THESE TERMS.**

PRIVACY DISCLOSURE: Collection, use and disclosure of information about you or your Vehicle, including GPS location data, is essential for us to provide the Subscription Services to you. In addition to these Terms and the American Honda Privacy Notice, the American Honda Vehicle Data Privacy Notice governs how we collect, maintain, use, and disclose your personal information to ensure that your personal information is protected appropriately and that your privacy is respected. BY RECEIVING, ACCESSING, USING, OR ENROLLING IN SUBSCRIPTION SERVICES, YOU CONSENT ON BEHALF OF YOU AND ALL OCCUPANTS IN YOUR VEHICLE TO THE COLLECTION, TRANSMISSION, STORAGE, USE, AND DISCLOSURE OF YOUR DATA IN ACCORDANCE WITH THE AMERICAN HONDA VEHICLE DATA PRIVACY NOTICE. YOU ALSO CONSENT ON BEHALF OF YOU AND ALL OCCUPANTS IN YOUR VEHICLE TO WIRELESS COMMUNICATION BEING CONDUCTED IN YOUR VEHICLE TO ENABLE US AND OUR SERVICE PROVIDERS TO DELIVER SUBSCRIPTION SERVICES TO YOU OR OTHER OCCUPANTS IN YOUR VEHICLE. YOU ACKNOWLEDGE THAT IT IS YOUR RESPONSIBILITY TO ADVISE ALL OCCUPANTS OF YOUR VEHICLE (INCLUDING OTHER DRIVERS AND OCCUPANTS WHO MAY BE IN THE VEHICLE WITHOUT YOU) HOW DATA RELATED TO THEIR USE OF YOUR VEHICLE MAY BE COLLECTED, TRANSMITTED, STORED, USED, AND DISCLOSED.

1. SERVICE REQUIREMENTS AND SERVICE PROVIDERS.

A. Service Requirements. To receive any Subscription Services, you must have an active AcuraLink account and your Vehicle must be equipped with an authorized AcuraLink embedded communication system (the “**AcuraLink Embedded System**”), which is the in-vehicle equipment, including hardware and software, used to provide the Subscription Services to your Vehicle. Deactivation of your AcuraLink account will terminate your access to all Subscription Services.

B. Service Providers. The Subscription Services are provided to you by Acura, through Sirius XM Connected Vehicle Services Inc. (“**Sirius XM**”), our authorized connected vehicle services provider. Acura or Sirius XM in turn may interact with and/or engage one or more third party providers as necessary to provide the Subscription Services. Those third party providers include any other individual or entity who provides any service, equipment, or facilities in connection with the Subscription Services or the AcuraLink Embedded System, including, but not limited to, public safety answering points, third party responders (such as police, fire and ambulance), roadside assistance and towing companies, wireless service providers, underlying wireless carriers, content suppliers, licensors, automakers, distributors, and dealers. Such third party providers are referred to in these Terms as “**Service Provider(s)**”. Any transaction with anyone but us that you carry out using Subscription Services, and any use that you make of any information received from or through any Subscription Services, is entirely your responsibility. You act at your own risk.

C. AcuraLink Agents. Sirius XM may receive and respond to your requests for Subscription Services through an automated operator or through specially trained personnel known as “**AcuraLink Agents**”. AcuraLink Agents may connect you or your Vehicle to, or contact on your behalf, other Service Providers such as the police, fire department, or ambulance service. The AcuraLink Agents will use reasonable efforts to contact appropriate Service Providers for help when you ask for it or when the AcuraLink Embedded System in your Vehicle signals for it, but it cannot be promised that any Service Providers will respond in a timely manner or at all. We will

contact a Service Provider to provide assistance if the AcuraLink Customer Care center receives a crash notification signal and we are unable to make contact with someone in your Vehicle. The laws in some places require a request for emergency assistance to be confirmed before Service Providers will provide service. We will not contact Service Providers in these locations in response to a press of the ASSIST button if we cannot hear your request for assistance. We also may not contact Service Providers in any location in response to a press of the ASSIST button from vehicles situated in locations that reasonably indicate that a crash/incident is unlikely, such as car dealerships, rental car companies, car washes or your address, if we cannot hear your request for assistance.

2. SERVICE AVAILABILITY, DURATION AND PAYMENT TERMS.

A. Service Availability. Not all Subscription Services are available for all Vehicles; at the time that you enroll in a Subscription Package, you will be presented with and must accept the Subscription Services terms applicable to your Vehicle model and year, which may be different from the terms that apply to other vehicle models and years. Please visit <https://mygarage.honda.com/s/acuralink-marketing> for information about available Subscription Services for your Vehicle and to access information regarding which Subscription Services apply to different models and years.

B. Trial Subscriptions. Your Vehicle may come with one or more trial subscription packages. The trial period for your initial AcuraLink Subscription Package (“**Initial Subscription Package**”) commences on the original date of sale or lease of your Vehicle and runs through the applicable trial period for such subscription package (“**Initial Subscription Period**”). You may also access additional AcuraLink Subscription Services by enrolling in additional AcuraLink Subscription Packages (“**Additional Subscription Packages**”). Any Additional Subscription Package may have its own eligibility and duration limits. Please visit <https://mygarage.honda.com/s/acuralink-marketing> for information about the available Subscription Packages for your Vehicle and the applicable trial period(s), if any.

C. Paid Subscriptions; Fees and Billing. Expiration dates and subscription fees for your Subscription Package(s) are set forth in your account information page on the AcuraLink App or at <https://mygarage.honda.com/s/acuralink-marketing>. After the expiration of any applicable trial period, a paid subscription in the applicable Subscription Package is required to receive the Subscription Services associated with such Subscription Package. The price of your Subscription Package(s) may change over time, and we will charge you the rates in effect at the time of each purchase or renewal of a Subscription Package. To purchase a subscription for a Subscription Package, you must provide your payment account information (credit card number, CVV, and expiration date). You agree to provide us (or our designated third party payment provider) with accurate and valid payment account information and to update your account in the event any information provided becomes invalid or incomplete. By providing payment account information to us, you represent that you are an authorized user of such payment account.

You may have the opportunity to purchase a paid Subscription Package with a finite term or with automatic renewals. If you purchase a paid Subscription Package with a finite term, your Subscription Package will terminate at the expiration of the term unless you purchase a new Subscription Package before the expiration of your current Subscription Package. If you purchase a paid Subscription Package that automatically renews, the following terms apply:

IF YOU PURCHASE A SUBSCRIPTION PACKAGE THAT AUTOMATICALLY RENEWS, UPON EXPIRATION OF YOUR SUBSCRIPTION PACKAGE'S PAID TERM, THAT SUBSCRIPTION PACKAGE WILL AUTOMATICALLY RENEW AT THE BILLING INTERVAL YOU HAVE SELECTED. UNLESS SUCH SUBSCRIPTION PACKAGE IS CANCELLED BY YOU ACCORDING TO THE TERMS SET FORTH IN SECTION 3(A) OR BY ACURA AS ALLOWED BY THESE TERMS, YOU HEREBY AUTHORIZE US (OR OUR DESIGNATED THIRD PARTY PAYMENT PROVIDER) TO CHARGE TO YOUR CREDIT CARD ON FILE, OR A SUBSTITUTE ACCOUNT PROVIDED BY YOU OR YOUR CARD ISSUER, ON EACH SUBSCRIPTION RENEWAL DATE AT THE BILLING INTERVALS YOU HAVE SELECTED, THE THEN CURRENT SUBSCRIPTION RATE FOR YOUR RENEWING SUBSCRIPTION PACKAGE, PLUS ANY APPLICABLE TAXES, GOVERNMENTAL FEES AND SURCHARGES, FOR THE DURATION OF THE APPLICABLE SUBSCRIPTION SERVICES AS DESCRIBED IN SECTION 3(A).

IF YOU PURCHASE A SUBSCRIPTION PACKAGE THAT RENEWS AT A MONTHLY INTERVAL AND THE PURCHASE OF YOUR SUBSCRIPTION PACKAGE FALLS ON THE 29TH, 30TH, OR 31ST OF THE CALENDAR MONTH, YOUR SUBSCRIPTION RENEWAL DATE WILL OCCUR ON THE LAST DAY OF THAT MONTH FOR EACH MONTH THAT DOES NOT CONTAIN A 29TH, 30TH OR 31ST DAY. ALL OTHER MONTHLY SUBSCRIPTIONS WILL RENEW ON THE DATE ON WHICH YOUR SUBSCRIPTION PACKAGE WAS PURCHASED.

IN ADDITION TO THE FEES FOR A SUBSCRIPTION PACKAGE, YOU MAY INCUR CHARGES TO SERVICE PROVIDERS WHO FURNISH SERVICES TO YOU THAT ARE NOT EXPRESSLY COVERED BY YOUR SUBSCRIPTION PACKAGE. YOU ARE RESPONSIBLE FOR PAYING THESE CHARGES DIRECTLY TO THE APPLICABLE SERVICE PROVIDER.

D. Your Payment Obligations. Your payment responsibilities are dictated by the billing structure that you choose for your Subscription Package(s). Payment must be made in U.S. Dollars and is due in advance. You must always pay on time and (unless the law provides otherwise) in full. You are responsible for paying directly to all Service Providers all charges for services furnished by them that are not expressly covered by your Subscription Package(s). If your credit card provider refuses a charge, we can terminate or suspend the Subscription Services applicable to your Subscription Package. If you object to any fees or charges for services billed by or through us, you must tell us in writing within sixty (60) calendar days after the fee or charge is incurred (unless the law does not allow a limit or the law requires a longer period) OR YOU WILL AUTOMATICALLY WAIVE THE DISPUTE.

E. Taxes and Government Charges. You promise to pay all taxes, government fees, and surcharges charged to you by us. We may not tell you in advance of changes to these items. We may charge additional fees related to our costs (or the costs of our Service Providers) to comply with government regulations.

3. CANCELLATION.

A. Your Cancellation Rights. You may cancel your Subscription Package at any time as described in this section.

During the Initial Subscription Period, an active subscription in the Initial Subscription Package is required to maintain your subscription to any trial Additional Subscription Package. Once you are enrolled in the trial of an Additional Subscription Package, the cancellation of the trial of any Additional Subscription Package will result in the cancellation of your entire AcuraLink trial subscription, after which if there is time remaining in your Initial Subscription Period, you may re-enroll in the Initial Subscription Package. Once enrolled and then canceled, a trial Additional Subscription Package may not be reactivated; a paid Subscription Package will be required to access the features associated with that Additional Subscription Package. After the Initial Subscription Period, an active subscription in certain Subscription Packages may be required to subscribe to other Subscription Packages. Please visit <https://mygarage.honda.com/s/acuralink-marketing> for information about the eligibility requirements for the available Subscription Packages for your Vehicle.

For an annual paid subscription, if you cancel within thirty (30) calendar days after initially purchasing the annual Subscription Package, we will cancel your Subscription Package immediately and refund you all fees for the cancelled Subscription Package. If you cancel thirty (30) calendar days or more after initially purchasing the annual Subscription Package, we will cancel your Subscription Package immediately and issue you a pro-rated refund.

For a monthly paid subscription, the effective date of cancellation of your Subscription Package will be the next scheduled renewal date after you submit your cancellation request, regardless of the date of the current month in which you submit such request, and no refunds will be provided.

To cancel one or more Subscription Package(s), you may call AcuraLink Customer Care at 1-800-382-2238 and select the prompt for AcuraLink or cancel online via the AcuraLink App or MyGarage website (log in and navigate to “My Subscriptions”), or use any other method required by law.

You must notify us promptly if you sell or otherwise transfer your Vehicle, its lease ends, or it is destroyed by casualty. If you fail to notify us that you have transferred the Vehicle, you will remain liable to us for any Subscription Services usage charges and you will indemnify, hold harmless and defend us against any action by the new owner relating to the Subscription Services, including but not limited to our use of the new owner’s vehicle information in providing the Subscription Services.

B. Our Cancellation and Suspension Rights. We may cancel your Subscription Package(s) and the related Subscription Services without cause, in which case, we will give you notice at least thirty (30) days prior to the effective date of cancellation after which your account will be deactivated and your access to such Subscription Services will terminate. This means that we can decide to cease providing the Subscription Services to you at any time and for any reason, even for reasons unrelated to you or your account with us. We may also terminate your access to the Subscription Services without prior notice if your Vehicle, the AcuraLink Embedded System, or other equipment attached to your Vehicle operates in a manner that creates a nuisance to us or any

Service Provider. In any of these aforementioned cases, we will refund any amounts you have paid in advance for the Subscription Services (other than any payment that was included in the purchase or lease price of your Vehicle), but not for the AcuraLink Embedded System. Additionally, we may cancel your Subscription Package(s) and the related Subscription Services without prior notice to you if we have received information that reasonably establishes you are no longer the owner/lessee of your Vehicle (e.g., copy of bill of sale identifying new owner/lessee, successful completion of takeover process by new primary driver) and, in such case, we will not refund any prepaid amounts to you unless you notify us as provided in Section 3(A) above.

Also, we may cancel your Subscription Package(s) and the related Subscription Services without prior notice to you for any good cause. This means, for example, we can cancel your Subscription Package(s) and the related Subscription Services immediately if you breach any part of this Agreement, do not pay amounts that are due, interfere with our efforts to provide service, interfere with our business, or if your Subscription Services or wireless phone number is used for illegal or improper purposes. You do not have any right to have Subscription Services reactivated, even if you cure any of these problems. Whether to allow you to have access to the Subscription Services again will be entirely up to us. In the event we cancel your Subscription Package(s) and the related Subscription Services for good cause, we will not refund any prepaid or unused portions of your services fees.

We can suspend your Subscription Services for any reason that we could cancel your Subscription Services. We can also suspend your Subscription Services for network or system maintenance or improvement, or if there is network congestion, or if we suspect your Subscription Services are being used for any purpose that would allow us to cancel it.

C. SPECIAL NOTICE FOR VEHICLES WITH 4G WIRELESS TECHNOLOGY. MANY CONNECTED SERVICES SYSTEMS UTILIZE 4G WIRELESS TECHNOLOGY. IT IS ESTIMATED THAT OUR CELLULAR CARRIER MAY DISCONTINUE SUPPORT OF 4G WIRELESS TECHNOLOGY BY 2028. ONCE 4G WIRELESS TECHNOLOGY IS DISCONTINUED, YOUR VEHICLE'S ACURALINK EMBEDDED SYSTEM, IF UTILIZING 4G WIRELESS TECHNOLOGY, WILL BE UNABLE TO CONNECT TO THE SUBSCRIPTION SERVICES AND YOUR VEHICLE MAY NOT BE UPDATED TO SUPPORT OTHER WIRELESS TECHNOLOGIES. IF YOUR VEHICLE BECOMES UNABLE TO CONNECT TO THE SUBSCRIPTION SERVICES DUE TO OBSOLESCENCE OF YOUR WIRELESS TECHNOLOGY, WE MAY BE FORCED TO CANCEL YOUR SUBSCRIPTION PACKAGE.

4. TRANSFERRING, REACTIVATING OR CHANGING YOUR SERVICE. Unless we agree otherwise, you cannot transfer the Subscription Package(s) to another vehicle or another person. If you terminate your ownership interest in the Vehicle, you may call us at 1-800-382-2238 and select the prompt for AcuraLink to deactivate the Subscription Services related to your Subscription Package(s), or you may cancel online via the AcuraLink App or the MyGarage website (log in and navigate to "My Subscriptions"), or use any other method required by law. You may cancel, change, or reactivate your Subscription Package(s) as provided elsewhere in this Agreement; however, we will only accept such requests directly from you. If we do any of these things, you agree to pay any charges associated with these requests.

5. CHANGES TO THESE TERMS. We can modify or amend these Terms at any time in our sole discretion (unless otherwise prohibited by law). We will provide notice of such changes by publishing a revised version of these Terms on the AcuraLink App and at <https://mygarage.honda.com/s/terms-and-conditions-finder?brand=acura>. This includes changing any or all of these Terms, even the prices and services provided. If any such change materially affects your rights under the Agreement, or negatively impacts your Subscription Services or Subscription Package(s) in a material way, or results in higher fees being charged to you by Acura, we will provide you with notice of such change in writing, which may include by electronic mail. AFTER RECEIVING NOTICE OF A CHANGE THAT MATERIALLY AFFECTS YOUR RIGHTS UNDER THE AGREEMENT, NEGATIVELY IMPACTS YOUR SUBSCRIPTION SERVICES OR SUBSCRIPTION PACKAGE IN A MATERIAL WAY, OR RESULTS IN HIGHER FEES BEING CHARGED TO YOU, YOU MAY CANCEL YOUR SUBSCRIPTION PACKAGE(S) OR AGREE TO THE CHANGE. IF YOU DO NOT CANCEL YOUR SUBSCRIPTION PACKAGE(S) WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF THE NOTICE, THEN YOU WILL BE AGREEING TO THE CHANGE AND IT WILL AUTOMATICALLY BECOME PART OF THE AGREEMENT AND YOU AGREE THAT WE MAY USE ANY CREDIT CARD OF YOURS THAT WE HAVE ON FILE FOR PAYMENT OF SUCH CHARGES. You can obtain a copy of the current Agreement, including these Terms, on the AcuraLink App, online at <https://mygarage.honda.com/s/terms-and-conditions-finder?brand=acura>, or by calling us at 888-528-7876.

6. SERVICE AND SYSTEM LIMITATIONS.

A. Availability. Subscription Services for your Vehicle are only available in the continental United States and, subject to roaming policies and services in place from the underlying wireless carrier, Canada, and Puerto Rico. Access to Subscription Services, including third party responder services, may be limited when outside the United States. Subscription Services work using wireless communication networks and the Global Positioning System (“GPS”) satellite network. NOT ALL SUBSCRIPTION SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL VEHICLES, AT ALL TIMES. The area where you are driving may affect the type or quality of service that we can provide to you, including, but not limited to, routing service. Additionally, some features of the Subscription Services may not be fully available if the GPS system or wireless service is not available or working for any reason. Certain programming limitations of the GPS system may impair our ability to determine your Vehicle’s precise location.

B. Vehicle and Equipment. The Subscription Services are provided using an embedded telematics device installed in your Vehicle which receives GPS signals and communicates with the AcuraLink Customer Care center via wireless communication networks. The AcuraLink Embedded 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 EMBEDDED SYSTEM TO OPERATE. Subscription Services may not work if your AcuraLink Embedded System is not properly installed (by someone we have authorized) or maintained. If seven or more days have elapsed since your Vehicle’s last ignition cycle, some Subscription Services features may not be available until the Vehicle is started.

C. Maps and Navigation. The routing data that we provide to you is based on periodically updated map information from our Service Providers, but may be inaccurate or incomplete. Our mapping Service Provider requires that we inform you that by using Google Maps, you are subject to the Google Maps/Google Earth Additional Terms of Service, which may be found here: https://www.google.com/intl/en-US_US/help/terms_maps.html, including the Google Privacy Policy found here: <https://www.google.com/intl/ALL/policies/privacy/index.html>. Some <https://www.google.com/intl/ALL/policies/privacy/index.html> Subscription Services are limited to geographic areas where map data is available in our databases or based on the information provided by Service Providers.

D. Circumstances Outside Our Control. Acura is not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions or is caused by forces beyond our reasonable control. Examples include road, environmental or geographic conditions, crash damage to your Vehicle, public utility electrical failure, acts of war, acts of nature, government actions, terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment or technology failures.

7. SPECIAL NOTICES.

A. Software, Hardware, and Equipment Updates. The Subscription Services involve software that we may need to modify or otherwise update from time to time to upgrade the system operating software, fix defects or provide updated security. We may do this remotely from time to time without notifying you first; in certain cases, we may but are not required to request your consent prior to installing an update, and this consent may be provided by any authorized user of the Vehicle on behalf of you and all other authorized users. In some limited cases, such update may affect or erase existing preferences or other data you have stored on the AcuraLink Embedded System in your Vehicle, and you understand and agree that any such updates may have these impacts. While we will try to minimize any impacts of a software update, we cannot guarantee that you will not be affected, and we are not responsible for any lost data. You do not own the AcuraLink software or acquire any rights to use or modify the AcuraLink software on your own. Your Vehicle's systems also involve software that Acura may need to modify or otherwise update from time to time. You agree to the installation of these remote software updates without your further consent and authorize us to install them without any notice to you.

B. Telecommunications/GPS Changes. If the telecommunications technology or GPS technology used by your AcuraLink Embedded System changes in a way that results in incompatibility of those technologies with your AcuraLink Embedded System, then your AcuraLink Embedded System will not work, and we may be forced to cancel your Subscription Package. If that happens, we will notify you of the effective date of cancellation and describe Acura's and your respective rights and obligations.

C. AcuraLink Wireless Carrier. As a condition to providing wireless service, the AcuraLink wireless carrier requires that you agree to the following terms:

(i) YOU HAVE NO CONTRACTUAL RELATIONSHIP WITH THE WIRELESS CARRIER AND YOU ARE NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN ACURA AND THE WIRELESS CARRIER. YOU UNDERSTAND AND AGREE THAT,

UNDER THESE TERMS, THE WIRELESS CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU.

(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 THESE TERMS OR THE USE, FAILURE TO USE, OR INABILITY TO USE THE SUBSCRIPTION SERVICES, EXCEPT WHERE THE CLAIMS RESULT FROM THE WIRELESS CARRIER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. THIS INDEMNITY WILL SURVIVE THE TERMINATION OF YOUR SUBSCRIPTION PACKAGE.

(iii) YOU HAVE NO PROPERTY RIGHT IN ANY NUMBER ASSIGNED TO THE ACURALINK EMBEDDED SYSTEM IN YOUR VEHICLE, AND YOU UNDERSTAND THAT ANY SUCH NUMBER CAN BE CHANGED FROM TIME TO TIME.

(iv) YOU UNDERSTAND AND AGREE THAT NEITHER ACURA NOR THE WIRELESS CARRIER CAN GUARANTEE THE SECURITY OF WIRELESS TRANSMISSIONS, AND NEITHER ACURA NOR THE WIRELESS CARRIER WILL BE LIABLE FOR ANY LACK OF SECURITY RELATING TO THE USE OF THE SUBSCRIPTION SERVICES.

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

(vi) YOU UNDERSTAND AND AGREE THAT THE WIRELESS CARRIER DOES NOT GUARANTEE YOU OR ANY OTHER PERSON UNINTERRUPTED SERVICE OR COVERAGE. THE WIRELESS CARRIER DOES NOT WARRANT THAT YOU OR ANY OTHER PERSON CAN OR WILL BE LOCATED USING THE SUBSCRIPTION SERVICES. THE WIRELESS CARRIER MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, OR PERFORMANCE REGARDING ANY SERVICES OR GOODS, AND IN NO EVENT SHALL 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 THE WIRELESS CARRIER FROM AND AGAINST ANY AND ALL CLAIMS OF ANY INDIVIDUAL OR ENTITY FOR DAMAGES OF ANY NATURE ARISING IN ANY WAY FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, SUBSCRIPTION 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.

8. SPECIAL INFORMATION AND AGREEMENTS ABOUT CERTAIN SERVICES

Not all Subscriptions Services are available for all Vehicle models. To learn what Subscriptions Services are available for your Vehicle please visit <https://mygarage.honda.com/s/acuralink-marketing>, select the “Check Vehicle Compatibility” button, and provide your vehicle information.

A. Automatic Collision Notification & Emergency Call. We will attempt to contact third party responders to respond to your crash or incident as set forth in Section 1. You understand that we cannot assure you, or make any guarantees, about the manner or timeliness of a third party response or even whether third party responders will in fact respond to your crash or incident 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 your Vehicle, you'll need to file a stolen vehicle police report with the local authorities and be able to verify your identity to us. We will ask for information about the police report you filed and verify with the local authorities that they are treating the Vehicle as stolen. For your safety and the safety of others, we will only provide location information about stolen vehicles to the police. We will try to locate your Vehicle for ten (10) calendar days from the time you first report it stolen, and we cannot guarantee that we will find it. You may request one additional ten (10) day extension 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 provide 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, a government entity pursuant to a valid court order or other official governmental action, or one of our affiliates in connection with enforcement of an agreement related to the leasing or financing of your Vehicle.

C. Content Based Services. The information available via the Subscription Services (e.g., maps, navigation and guidance, POI search and download, traffic, weather) is limited to that information which is available in the databases of the Service Providers performing those Subscription Services, which may or may not be complete or accurate at all times.

D. Geofence and Speed Alerts. Upon the activation of an active Geofence Alert setting, location data will be transmitted on a periodic basis continually from your Vehicle until the Geofence Alert setting is turned off or for six months, whichever comes first. You will only receive notifications in the event that the Vehicle exceeds the Geofence Alert parameters during the date and times indicated in your choice of alert settings. Alert notifications are sent once per Geofence Alert parameter setting per ignition cycle. Location data received by us during an active Geofence Alert setting period, but outside your notification windows, will be promptly discarded. Speed alert notifications are sent once per speed setting per ignition cycle. You understand that your use of this Subscription Service allows you to remotely monitor information about your Vehicle's location and operation, even if someone other than you is driving or occupying your Vehicle. You agree to adhere to the terms of this Agreement regarding informing other users and

occupants of your Vehicle about the Subscription Services and system features and limitations.

E. Find My Car. It is your responsibility prior to activating Find My Car 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. **You understand that any person who can access this service for your Vehicle will be able to identify where your Vehicle is located.**

F. Remote Start. It is your responsibility prior to activating Remote Start to ensure that your Vehicle is in a location where it is safe to do so, and you expressly acknowledge that starting your Vehicle in an enclosed space or an open space with limited ventilation risks carbon monoxide poisoning, which could result in serious injury or death of you or others, and assume all risks and liabilities associated with activating Remote Start. In addition, you are responsible for using Remote Start in a manner that will not violate any regulation, ordinance, or other law applicable to the location of your Vehicle at time of activation.

G. Personal Data Wipe. You can use the Personal Data Wipe feature to irretrievably remove some of your personal settings from the AcuraLink Embedded System, including points of interest downloaded, navigation destinations, favorites, audio settings, stored music, and paired phones. Your use of this feature will not affect information stored on the hard drive of the Vehicle or your account information located outside the Vehicle.

9. YOUR RESPONSIBILITIES

A. Passwords/PINs. You promise to be fully responsible for the protection of your password and PIN. Anyone who has access to your password or PIN may be able to access your AcuraLink account, the Subscription Services, AcuraLink website, and AcuraLink App and, in doing so, may be able to identify where you or your Vehicle is or was located at a given time. We have no responsibility for, nor obligation to inquire about, the authority of anyone using your password, PIN or other information that can be used to identify your account to access Subscription Services for your Vehicle.

B. Other Users/Occupants of Your Vehicle. YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF SUBSCRIPTION SERVICES IN YOUR VEHICLE, EVEN IF YOU ARE NOT THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WAS NOT AUTHORIZED. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE SUBSCRIPTION SERVICES REQUESTED BY YOU OR BY ANYONE USING YOUR VEHICLE OR ACCESSING THE SUBSCRIPTION SERVICES THROUGH YOUR ACCOUNT. You promise to educate and inform all users and occupants of your Vehicle about the Subscription Services and system features and limitations. We have no obligation to inquire about the authority of anyone using your Vehicle. If you, another driver or a passenger of your Vehicle uses the AcuraLink Embedded System to commit a crime or for another improper purpose, you agree to indemnify, defend, and hold us harmless from and against any and all costs, expenses (including attorneys' fees), losses, damages and other liabilities which arise from such improper use.

10. NO WARRANTIES. YOUR VEHICLE'S LIMITED WARRANTY (IF APPLICABLE) DOES NOT COVER THE SUBSCRIPTION SERVICES OR THE WIRELESS SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW: (a) ALL USES OF THE ACURALINK EMBEDDED

SYSTEM AND THE SUBSCRIPTION SERVICES, INCLUDING THEIR QUALITY, PERFORMANCE, ACCURACY AND RELIABILITY, ARE AT YOUR SOLE RISK; (b) THE ACURALINK EMBEDDED SYSTEM AND THE SUBSCRIPTION 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) ACURA HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE ACURALINK EMBEDDED SYSTEM AND THE SUBSCRIPTION SERVICES AND INFORMATION PROVIDED BY OR IN CONNECTION THEREWITH, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. AS EXAMPLES, AND WITHOUT LIMITATION, ACURA DOES NOT GUARANTEE AND DISCLAIMS ANY WARRANTY REGARDING THE ACCURACY OF DATA PROVIDED BY THE SUBSCRIPTION SERVICES, SUCH AS NEWS, TRAFFIC, POINTS OF INTEREST, OR OTHER CONTENT PROVIDED BY ACURA, ITS AFFILIATES, OR ITS SERVICE PROVIDERS; ACURA DOES NOT GUARANTEE AGAINST LOSS OF DATA, WHICH MAY BE LOST AT ANY TIME; AND ACURA DOES NOT GUARANTEE THAT THE SUBSCRIPTION SERVICES WILL BE PROVIDED AT ALL TIMES OR THAT ANY OR ALL SUBSCRIPTION SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR AT YOUR LOCATION. FOR EXAMPLE, THE SUBSCRIPTION SERVICES MAY BE UNAVAILABLE IN YOUR AREA OR LOCATION. We may pause or interrupt any of the Subscription Services at any time, and you should expect periodic downtime for updates to the Subscription Services. In addition, you understand that changes in third party technology or government regulation may render any of the Subscription Services obsolete or unusable. No advice or information, whether oral or written, obtained by you from Acura, our affiliates, a Service Provider, or through any of the Subscription Services will create any warranty.

11. LIMITATIONS OF LIABILITY. Notwithstanding the exclusions and limitations of liability set forth in the AcuraLink T&Cs, and unless prohibited by law in a particular instance, Acura and you each agree as follows:

A. ACURA AND SIRIUS XM 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. ACURA AND SIRIUS XM WILL NOT BE LIABLE FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR OR YOUR VEHICLE’S OCCUPANTS OR YOUR VEHICLE’S USE OF THE ACURALINK EMBEDDED SYSTEM OR SUBSCRIPTION SERVICES, OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE ACURALINK EMBEDDED SYSTEM.

C. THE MAXIMUM AGGREGATE LIABILITY OF ACURA, SIRIUS XM, AND EACH OF THEIR RESPECTIVE AFFILIATES TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT,

PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO THE GREATER OF (I) \$500 AND (II) THE TOTAL AMOUNT PAID BY YOU FOR THE PORTION OF THE SUBSCRIPTION SERVICES GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE DATE YOUR CLAIM AROSE. YOU AGREE THAT WE WOULD NOT HAVE AGREED TO PROVIDE THE SUBSCRIPTION SERVICES TO YOU IF YOU DID NOT AGREE TO THIS LIMITATION. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF ACURA, SIRIUS XM, AND EACH OF THEIR RESPECTIVE AFFILIATES TO YOU, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

D. NEITHER YOU NOR ACURA CAN RECOVER (1) PUNITIVE OR EXEMPLARY DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES (EXCEPT IN CONNECTION WITH INDEMNIFICATION CLAIMS AS PROVIDED IN THE AGREEMENT). YOU AND ACURA AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, ACTUAL, COMPENSATORY DAMAGES AS LIMITED IN THE AGREEMENT.

E. 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.

F. You agree that the limitations of liability and indemnities in the Agreement, including these Terms, will survive even after the Agreement has terminated or expired. These limitations of liability apply not only to you, but to anyone using 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 Subscription Services or the AcuraLink Embedded System. **NOTE:** Some states do not allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

12. YOUR INSURANCE OBLIGATIONS. The Subscription Services are intended as a convenience. The payments you make for the Subscription Services, if any, are not related to the value of your Vehicle or any property in it, or the cost of any injury to or damages suffered by you or anyone else as a result of the operation of your Vehicle. We are not an insurance company. You promise you will 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, SIRIUS XM, AND EACH OF THEIR RESPECTIVE AFFILIATES FROM AND AGAINST ALL HAZARDS COVERED BY YOUR INSURANCE. NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST US.

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In consideration of Acura providing you access to and use of the Subscription Services, to the maximum extent permitted by applicable law, you agree to indemnify Acura, Sirius XM, and our affiliates, Service Providers, agents and licensors, against any and all claims, actions, suits, proceedings, demands, liabilities, losses, damages, costs, expenses and attorneys' fees ("**Liabilities**") arising out of or related to (i) your failure to comply with these Terms; (ii) your

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