

## Hyundai BlueLink

### Acceptance of Terms of Use

Welcome to **Hyundai BlueLink**. Thank you for choosing the Hyundai BlueLink Application of Hyundai Motor India Limited (Hyundai). These Terms and Conditions are the agreement between us regarding use of the Application by you to access to interactive features and digital services, some of which may be provided by third parties and may utilize data collected from you or your Vehicle (referred to herein as "**Bluelink**").

Please read the terms and conditions set out herein with respect to the usage of this Bluelink through your Smartphone Device (**Device**).

Bluelink features or services availability may vary depending on Vehicle type or model. BlueLink Application's performance will vary depending on your Device viz., operating software, service carrier, any user modifications etc. Please check Hyundai official website regularly for the list of supporting Devices.

If you download, activate, register, receive, use, accept or otherwise access Bluelink, you confirm that you have read, understood and accept and agree to be bound by these Terms and Conditions and are legally bound by these Terms and Conditions, our Privacy Policy and all other terms and conditions that govern Hyundai Website, as may be amended from time to time (collectively, the "Terms and Conditions") and they will continue to apply every time you use/access the Bluelink. Your acceptance of the Terms and Conditions implies that you have the capacity to enter into a legally binding contract as per applicable law, in particular, the Indian Contract Act, 1872. If you do not accept any of the Terms & Conditions stated herein do not activate or use the Bluelink.

You may enroll through In-vehicle (AVN System), to get select services that do not require Device or Bluelink.

#### **Terms & Conditions:**

In these Terms and Conditions, the terms

- i) "Application" or "Bluelink" shall mean the Hyundai BlueLink Application including any update, upgrade and enhancement, which connects the Vehicle via the BlueLink System.
- ii) "you" and "your" shall be deemed to refer to and these Terms & Conditions shall be binding upon, any person or entity who is competent to enter within the meaning of Indian Contract Act, 1872 and has purchased or leased a Vehicle equipped with, or uses as a driver or occupant (e.g., additional drivers, passengers) of your Vehicle, the Bluelink and/or has activated the Bluelink pursuant to Clause 2 of these Terms & Conditions. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use the Bluelink.
- iii) "we," "us," "our" "Hyundai", shall be deemed to refer to Hyundai Motor India Ltd., and its affiliates, successors and assigns.
- iv) "Wireless Carrier" shall be deemed to refer to any wireless communication provider and their affiliates, successors providing wireless communication network to you.

- v) "Service Provider(s)" shall be deemed to refer to those third parties include any person, company, or entity who provides any service, equipment, or facilities in connection with the Bluelink or the BlueLink System, including, but not limited to, Wireless Carrier, public safety answering points, emergency responders, towing companies, distributors and dealers and others (such as police, fire and ambulance).
- vi) "BlueLink System" shall mean Hyundai BlueLink System, an embedded telematics device paired with an inbuilt SIM along with Hardware & Software installed in Hyundai Vehicle.
- vii) Customer Care Center and their affiliates, successors and assigns shall mean the agency which connects you or your Vehicle to the Service Providers.

1. **SERVICE REQUIREMENTS AND SERVICE PROVIDERS.** Your Hyundai vehicle, ("**Vehicle**") must come with a BlueLink system, which is used to provide interactive features and digital Services through the Bluelink, to you and your Vehicle. Additionally, you must have an active subscription as mentioned in Clause 2 below, to utilize interactive features and digital Services, provided to you by Hyundai directly or through its Services providers. Hyundai or its Service Providers in turn may interact with and/or engage one or more sub-contractors as necessary to provide the Service. In addition, Customer Care Centre may receive and respond to your requests for Service through an automated operator or through specially trained personnel. The Customer Care Centre will use reasonable efforts to contact appropriate Service Providers for help when you ask for it or when the BlueLink 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 assume an emergency exists if the Customer Care center receives a crash notification signal from your Vehicle. We and our Service Providers may collect and store audio files of voices provided through your Vehicle when you use certain features of Bluelink that incorporate voice recognition technologies.

## 2. **BLUELINK ACTIVATION/DURATION, SUBSCRIPTION AND CANCELLATION**

**A. Activation.** The Bluelink will be activated when you complete registration and electronically consent through the Application or when you (or another user or occupant of your vehicle) use the Application or accept any of its benefits (including using a vehicle with an active Bluelink System).

**B. Duration.** You will use/receive interactive features and digital Services through Bluelink initially free for a period of 3 years from the date of Delivery of new Vehicle and thereafter until the renewed time period by payment of subscription fees. Bluelink subscription is non-extendable for the period equalling to which vehicle undergo for repair or not available for use for whatever reason.

**C. Subscription Fees and Billing.** Subscription fee and payment schedule for continue to receive/use the Bluelink, after the initial free period of 3 years, will be communicated to you through your Application or by SMS. You may opt to renew the Bluelink system by visiting the Hyundai official website by paying the applicable Subscription Fees. You acknowledge and agree that once Bluelink

subscription is purchased by you, it cannot be cancelled or refunded or transferred to any other person.

- D. Your Cancellation Rights.** You can cancel your Bluelink at any time. To cancel your Bluelink, you will need to call Customer Care Centre and provide proof of ownership in order to cancel Bluelink. You promise to: (i) notify us promptly, as set out below, if you sell your Vehicle, or its lease ends, so that we can update our systems and reset the Vehicle's BlueLink System, or it is destroyed by casualty and (ii) notify the purchaser, that Bluelink has been active and that the new owner should immediately enroll for BlueLink System from the Application to set up and complete the new owner own profile.
- E. Our Cancellation and Suspension Rights.** We may cancel your Bluelink without cause, in which case we will give you notice 30 days prior to the effective date of cancellation after which your account will be deactivated and your Bluelink will terminate. This means that we can decide to cease providing the Bluelink to you at any time and for any reason, even for reasons unrelated to you or your account with us. Also, we may cancel your Bluelink without prior notice to you for any cause. This means, for example, we can terminate your Bluelink immediately if you breach Terms & Conditions herein, do not pay Subscription Fee and payment Schedule as stated above that are due, interfere with our efforts to provide Bluelink, interfere with our business, or if your Bluelink or wireless phone number is used for illegal or improper purposes. You do not have any right to have Bluelink reactivated, even if you cure any of these problems. Whether to allow you to have Bluelink again will be entirely up to us. In the event we cancel your Bluelink for a cause, we will not refund any prepaid or unused portions of your fees. We can also suspend it for network or system maintenance or improvement or if there is network congestion or if we suspect your Bluelink is being used for any purpose that would allow us to cancel it.
- F. Transferring, Reactivating or Changing your Bluelink.** Unless we agree otherwise, you cannot transfer your Bluelink to another Vehicle or another person. You may activate, cancel, change or reactivate your Bluelink as provided herein, however, we will only accept such requests from you or an additional authorized user of legal age listed on your account (or from someone we believe is your authorized agent). In case of resale of vehicle, you shall be responsible, to delink/deactivate your enrolment to avoid any kind of inconvenience failing which HMIL or its Dealers shall not be responsible under whatsoever circumstances.
- G. Changes to the Terms & Conditions.** We can change the Terms & Conditions at any time, after giving 30 days' notice (or such longer period as required by law) to you, by way of email to you or posting in the Application. This includes changing any or all of the Terms & Conditions, even the prices and interactive features/digital services provided. If any such change materially affects your rights, or negatively impacts your Bluelink in a material way, you may cancel the Bluelink as specified in Clause 2 (D) above. We will notify you of any other

changes by publishing a notice of the change or a revised version of these Terms and Conditions on the Hyundai website or through the Application. If you do not communicate to us within 30 days of the date of Notice from us, then it will be deemed that you agree to the change and it will automatically become part of this Terms & Conditions.

### 3. SPECIAL INFORMATION ABOUT BLUELINK AND SYSTEM LIMITATIONS

- A. **Availability.** Bluelink is only available in the geographic coverage area of Wireless Carrier, as amended from time to time. Even in the geographic coverage area, the availability of Bluelink can be interrupted either due to network problem of the Carrier or other Force majeure events detailed in Clause 3 (G) mentioned below. Bluelink works using the wireless communication networks of Wireless Carrier and the Global Positioning System (“GPS”) satellite network. Not all interactive features/digital services are available through the Application everywhere, if your Device does not support, particularly in remote or enclosed areas, or on all vehicles, at all times. The area that you are driving in may affect the type or quality of Bluelink that we can provide to you, including, but not limited to, routing service. Additionally, some Bluelink interactive features/digital services may not be fully available if the GPS system is not working. Certain programming limitations of the GPS system may impair our ability to determine your vehicle’s precise location. Road Side Assistance (RSA) shall not be part of paid Bluelink subscription. You shall procure RSA, if required, separately at your own cost
- B. **Technology and Communications.** Bluelink can work if you are in a place where the Wireless Carrier has coverage, network capacity, and reception and technology that is compatible with the Bluelink. Bluelink that involves location information about your Vehicle cannot work unless GPS satellite signals are unobstructed, available in that place and compatible with the BlueLink System as well. For the proper function of Bluelink features or availing its services, fully functional AVNT and uninterrupted internet / network connectivity is required. Hence, if AVNT stops functioning or internet / network connectivity is interrupted due to any reason, Bluelink will stop working immediately. The repair, if any, to make AVNT fully functional shall be at the cost of the owner only.
- C. **Vehicle and Equipment.** The Bluelink is provided using BlueLink System installed in your Vehicle which receives GPS signals and communicates with the Customer Care center via wireless and landline communications networks. The BlueLink System is not intended to place or receive personal calls and may only place calls to our Service Providers. Your Vehicle has to have a working electrical system (including adequate battery power) for the Bluelink System to operate. You may need to increase the volume of your radio to hear operator services from the BlueLink System. Bluelink may not work if your BlueLink System is not properly installed or you have not maintained it and your Vehicle is not 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 BlueLink System, the Bluelink may not work and we can terminate your Bluelink. Your

BlueLink System needs to be compatible with the Bluelink and the wireless service and technology provided by us. If your Vehicle does not have an ignition cycle after 168 hours (i.e., 7 days), certain Bluelink Services may not be available until the Vehicle is started.

- D. **Geography and Environment.** There are other problems we cannot control that may prevent us from providing Service to you at any particular time or place, or that may impair the quality of the Bluelink. Some examples are hills, tall buildings, tunnels, weather, damage to important parts of your Vehicle in an accident, or wireless network congestion.
- E. **Maps and Navigation.** The routing and map data that the Application provides is only to assist you in identifying the direction/location and is based on the most current map information made available by the Service Provider and it may be inaccurate or incomplete. For example, 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. Therefore, you should always use good judgment and it is your responsibility to 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 BlueLink System and Bluelink. Other than as expressly set forth herein, neither Hyundai nor its Service Provider make any specific promises about the routing data provided hereunder (i.e., we do not make any commitments about the content within the routing data, or its reliability, availability, or ability to meet your needs – the routing and map data is provided “as is”). You acknowledge and agree to be bound by Service Provider’s Terms of Use.
- F. **Available Information.** The Bluelink may be limited to geographic areas where routing and map data and emergency contact information is available in our databases, which may be less than that which is otherwise generally available. Additionally, the Bluelink may be limited based on the information provided by Service Providers.
- G. **Force Majeure.** In addition to the limitations contained in Clause 3(A) above as to the availability of Bluelink, you agree that performance of Application or Service and/or functionality of the Blue link System or availability of Blue link shall at all times subject to Force Majeure events, such as act of god, war, insurrection, riots, natural disaster, weather, fire, strike, atmospheric/geographical hindrances, equipment or facility shortage, government actions/regulations, terrorism, civil disturbances, equipment failures including global positioning system, wireless networks, internet, computer, telecommunication, and other events which are beyond the control of Hyundai or Service Providers or Wireless Carrier. In the event of occurrence of any Force Majeure events, the obligations of Hyundai or Service Providers or Wireless

Carrier as mentioned in this Terms and Conditions shall automatically remain suspended and accordingly Hyundai or Service Providers or Wireless Carrier shall not be responsible or liable, if any loss or damage is caused due to failure or delay or interruptions in providing the Blue link services or in performing of its obligations, consequent to such Force Majeure events.

#### 4. SOFTWARE, HARDWARE AND EQUIPMENT

**Software Updates.** Application involves pre-installed software that may need to change, upgrade or enhance from time to time. You expressly agree to automatic updates, upgrades and enhancements to this software without prior notice to you. These update, upgrade and enhancement may be required to correct the software, to protect or improve the security of the software or to add or improve features of the software or the operating system. If you wish to withdraw your consent to the automatic updates, upgrades and enhancements, please cancel your subscription to the Bluelink and stop using the Application. You can contact us by Toll Free Number:1800-258-4645 or email: Bluelink@hml.net.

**A. Important Information:** Changes, upgrade and enhancement to the Software may affect or erase data if any stored in your Vehicle's Bluelink System or Bluelink. We are not responsible for loss of any such data. You do not own or acquire any rights to use or modify the Application/software. Your Vehicle's BlueLink System may also include software that may need to be changed from time to time. You agree to allow this to be done remotely without your consent.

**B. Telecommunications/GPS Changes.** The BlueLink System uses digital wireless telecommunications technology and GPS technology that are outside our control. Telecommunications technologies have been known to change over time, resulting in the obsolescence of certain telecommunications networks. If the telecommunications technology or GPS technology used in your BlueLink System change in a way that results in incompatibility of those technologies with your BlueLink System, then your BlueLink System will not work and we may be forced to cancel your Bluelink. If that happens, we will notify you of the effective date of cancellation and describe our and your respective rights and obligations.

**C. Wireless Carrier.** You do not have any right in the wireless phone number assigned to your BlueLink System. The Wireless Carrier may 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 Hyundai or any Service Provider and any Wireless Carrier. In addition, you agree that the Wireless Carrier has no legal, equitable, or other liability of any kind to you.

#### 5. OWNERSHIP, LIMITED LICENSE AND RIGHTS

- A. **OWNERSHIP:** All materials, including images, designs, icons, photographs, video clips, audio clips, recordings, animation, contents etc. written and other materials of the Bluelink Application (including any update, upgrade & enhancement) and other Services (collectively “Contents”) and copyrights, trademarks, trade dress, designs and/or other intellectual properties are owned, controlled or licensed by HMIL and/or licensors and other third parties, who reserve the rights in law and equity and are protected by copyright and other intellectual property laws.
- B. **LICENSE TO USE:** You are hereby granted a non-exclusive, non-transferable, non-assignable, limited license to view, access and use the Contents from HMIL, our licensors & other third parties, which are provided solely for your personal and non-commercial purposes only. Except as expressly provided above, no part of the Contents, including but not limited to materials retrieved there from and the underlying code, may be reproduced, republished, transmitted, displayed, posted or distributed in any form or by any means by you.

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

- A. **Remote Horn & Lights.** It is your responsibility prior to activating Remote Horn and Lights to ensure that doing so will not violate any regulation, ordinance or other law applicable to the location of your Vehicle at the time of activation.
- B. **Remote Start.** It is your responsibility prior to activating Remote Start to ensure that your Vehicle is parked and in the proper gear, under conditions that make it safe to start the engine, as well as to ensure that starting your Vehicle remotely will not violate any rules, regulations or other law applicable to the location of your Vehicle at time of activation. In order to drive the Vehicle, the key must be present. Remote Start may not be available in all vehicles such as those with manual transmission.
- C. **Diagnostic Information.** Your Vehicle may only send diagnostic trouble codes to the Bluelink that result in a dashboard warning light. In some instances, multiple codes may be generated for the same occurrence. The current diagnostic status of your Vehicle presented online and in your monthly vehicle report may be delayed. You should visit a qualified repair facility for a complete and current diagnostic status of your Vehicle. Bluelink is authorized to maintain and send diagnostic information to Hyundai dealers. This Bluelink is provided to you as a courtesy for your convenience only and you are responsible for maintaining the Vehicle in accordance with the schedule published in the owner’s manual.
- D. **Application:** The Application permits you to purchase or receive/use digital content or services. Use of the Application may require Internet access (fees may apply). You agree that meeting these requirements, which may change

from time to time, is your responsibility. You understand that the Application communicates information to Hyundai as described in Clause 3. Hyundai reserves the right to change content options (including eligibility for particular features) without notice.

## 7. YOUR RESPONSIBILITIES

- A. **Working System/Registration.** The BlueLink System in your Vehicle may be active before you buy Vehicle or press the BlueLink button to begin using the Service. In that case, we may provide you Service after you buy Vehicle, unless you inform Customer Care Center that you want to cancel Service. Any transaction with anyone but us that you carry out using Service, and any use that you make of any information received from or through any Service, is entirely your responsibility. You act at your own risk.
- B. **Passwords/Pins.** You are fully responsible for the protection of your password/PINs. Anyone who has access to your password or PINs may be able to access the Application Features and Account, and Application and we have no responsibility for nor 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 Service for your Vehicle.
- C. **Proper use of the Services.** You are responsible for ensuring safety and compliance with all rules, regulations and other laws applicable to your Vehicle. You promise to use emergency and roadside services only for actual emergencies and roadside assistance needs. You promise not to use the Service for any fraudulent, unlawful, or abusive purpose, or in any way that is not described in materials provided by us to you or that interferes with our provision of services to you or to our other customers. You promise you will not abuse or do anything to damage our business operations, services, reputation, employees or facilities. If you do any of these things, you agree to indemnify, defend and hold us harmless from and against any and all costs, expenses (including legal fees), losses, damages and other liabilities which arise from or in connection with a claim or demand that any third party makes against us, which results in whole or in part from that use or misuse, or your actions or failure to act.
- D. **Safeguarding and Use of Others' Information.** Certain information you receive through the Bluelink belongs to us or third parties who provide it through us. It may be covered by one or more copyrights, trademarks, service marks, patents, trade secrets or other legal protections. You promise not to use any content you receive through the Bluelink except as expressly authorized by us. You cannot license, lease, sell, resell, have licensed, have leased, have sold or resold, or otherwise transfer or convey any of it or use it for commercial purposes. You agree that you will not copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it. Certain Service Providers impose further terms and conditions on providing



services (for example, the end user terms covering navigation and location data). By using the Bluelink, you also agree to be bound by those additional terms and conditions. If you contravene any of the aforesaid restrictions in usage of Intellectual Property Rights of us or third parties, your right to use Bluelink will cease immediately. This is without prejudice to our or third parties right to claim Compensation for the acts of Infringement committed by you and accordingly you will be liable to compensate us or third parties for such infringement.

- E. **Other Users/Occupants of your Vehicle.** You are solely responsible for any use of Application 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 Services requested by you, or by anyone using or occupying your Vehicle, through Bluelink. You promise to educate and inform all users and occupants of your Vehicle about the Bluelink, system features and limitations and Hyundai's use of such user's and occupants' information as permitted by these Terms and Conditions. We have no obligation to inquire about the authority of anyone using your Vehicle. If you, such other driver or occupant of your Vehicle uses the Bluelink or BlueLink System to commit a crime or for improper purpose or disputes collection and use of information by Hyundai or its Service Providers as permitted by these Terms and Conditions, you shall indemnify, defend and hold Hyundai and its Service Providers harmless from and against any and all costs, expenses (including legal fees), losses, damages and other liabilities which arise from such crime, improper use or disputes.
8. **NO WARRANTIES.** Your Vehicle's limited warranty does not cover the Bluelink or the wireless service, which is provided to you on an "as is" and "where is" basis, without any warranty of any kind, express or implied. In addition, Hyundai cannot promise uninterrupted or problem-free Service/Application, and cannot promise that the data or information provided to you will be error-free. The Service or performance of Application may be delayed, unavailable, not delivered and/or inaccurate from time to time due to a variety of factors, including technical reasons, for planned or unplanned maintenance or downtime, for editorial amendments or for any other reason. All data and information is provided to you on an "as is" basis. Hyundai hereby expressly disclaims any and all warranties or conditions of any kind, express or implied, about the Bluelink System, Application, the Service and any data and information and Services provided through it, including, without limitation, any warranties or conditions as to content, quality, accuracy, timeliness, completeness, correctness, reliability, non-infringement, merchantability, or fitness for a particular purpose. All such warranties or conditions are expressly excluded by this agreement.
9. **LIMITATIONS OF LIABILITY.**
- A. You acknowledge that the Service and the Application utilize complex computer/ Hardware and telecommunications networks and that, as such, continued, uninterrupted and error free access to the Service and/or the

Application cannot be guaranteed. In the light of the foregoing, Hyundai or any Service Providers or their officers, directors, employees, representatives, successors and assigns shall not be liable in any way for any loss or damage, direct or indirect, which may arise, from any outage, interruption, discontinuation or delay in the Service or the Application or any part thereof or any error contained therein, or from any other non-performance, defective performance or late performance due to any cause whatsoever, including errors due to malfunction of equipment, programs or operations or negligence of Hyundai or any Service Providers.

- B. In no event Hyundai and/or its Service Providers be liable for any indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or inability to use or access or inability to access to the Service or Application or corruption/loss of Data, failure to transmit or receive any Data or your inability to use the Application/information on the Application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence) or otherwise. Hyundai is not liable to you for any damage or alteration to your equipment including but not limited to handheld device or mobile phone as a result of the installation or use of the Application.

In no event shall Hyundai's total liability to you herein, for any claim or action arising from use of the Application (whether in contract, tort, or otherwise) exceed the amount if any paid by you to Hyundai for using Application or Services. The foregoing limitations will apply even if any remedy provided under these Terms and Conditions fails of its essential purpose.

- C. Neither we nor Service Provider is liable to you for service interruptions, dropped calls or for problems caused by or contributed to by you, any third party, buildings, hills, tunnels, network congestion, weather, or any other things beyond our control. Further, neither we nor Service Provider is liable in theft cases, as there is high probability that Bluelink will not function due to possible interruption in the circuits, using network jammers or usage of instruments by the thieves to disable Bluelink services.
- D. You agree that in case of any audit by any government authorities wherein the ownership mismatch found, it will be your/registered owner's responsibility to bear all consequences.
- E. If another Wireless Carrier 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 Hyundai is not liable for any errors, defects, problems, or mistakes in data or information transmitted through the Bluelink System.

G. You agree that the limitations of liability and indemnities in these Terms and Conditions will survive even after termination of the Bluelink. 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 use of Bluelink or the BlueLink System.

10. **YOUR INSURANCE OBLIGATIONS.** The Bluelink is intended as a convenience. The payments if any you make for the Bluelink 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. You shall 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 Hyundai from and against all hazards covered by your insurance. No Insurance Company or Insurer will have any right of subrogation against Hyundai.

11. **YOUR RESPONSIBILITY FOR ANY THIRD PARTIES' CLAIMS.** You will indemnify, defend and hold Hyundai harmless from any and all loss, costs, expenses, damages (including legal fees), or injuries (including injuries resulting in death) that we may incur or suffer as a result of or arising out of or in connection with (1) activities contemplated by these Terms and Conditions, even if due to the sole negligence of Hyundai or any of the Service Providers; (2) Use or possession of data or information provided in connection with 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; or (4) use, misuse or failure to use, or inability to use Application or Service.

## 12. **RESOLVING DISPUTES**

A. **Arbitration:** Any dispute relating to enforcement, interpretation or application of these terms and conditions shall be subject to Arbitration of Sole Arbitrator to be appointed mutually by you and HMIL. The venue of Arbitration shall be at New Delhi. The Arbitration Proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 or re-enactment or as amended from time to time.

B. **Governing Law & Jurisdiction:** The interpretation of these terms and conditions shall be constructed in accordance with the laws of India. Subject to Arbitration clause above, any disputes arising under or in connection with the use of Application or service or the Terms shall be subject to the exclusive jurisdiction of the Courts in New Delhi, India.

C. **Time Limits.** Except where prohibited by law, you are not allowed to bring any claim against HMIL (or any other third party beneficiary) more than one year after the claim arises.

## 13. **GENERAL**

- A. **Communicating with Each Other.** Any written notice from you to us will be considered given when we receive it at our address provided in the introduction of these Terms and Conditions. Any written Notice from us to you will be considered given when we send it by email to any email address you've provided to us, or two 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 1800-258- 4645 To know the Hyundai BlueLink Privacy Policy the current version of these Terms and Conditions, and other information, you can also visit our Website.
- B. **Others.** You agree that all of the occupants of your vehicle, whether passengers, guests or drivers, are bound by these Terms and Conditions and you will make them aware of our rights and subject to the limitations of these Terms and Conditions.
- C. **Our Relationship.** These Terms and Conditions does not create any fiduciary relationships between you and us. It also does not create any relationship of principal and agent, partnership, or employer and employee.
- D. **Assignment.** You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under these Terms and Conditions. HMIL may transfer, assign sublicense or pledge in any manner whatsoever, any of its rights and obligations under these Terms and Conditions to a subsidiary, affiliate or to any third party whatsoever, without notifying you or receiving your consent.
- E. **Final Provisions.** These Terms and Conditions and any other Hyundai BlueLink documents incorporated herein by reference) is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present in respect of the Bluelink. In the event of a conflict between any provision contained in these Terms and Conditions and any provision of any other Hyundai BlueLink document incorporated herein, the provision contained in these Terms and Conditions shall take precedence only to the extent of such variation, and no additional or different terms shall be binding on either of us unless agreed to in writing. These Terms and Conditions will not be presumptively construed for or against either party. Section titles contained herein are for convenience only. If any part of these Terms and Conditions is considered invalid or unenforceable under any applicable law, the rest of it will remain enforceable. Even after the Bluelink Service has ended, these Terms and Conditions will govern any disputes arising out of or relating to it. It will also be binding on your heirs and successors and on our successors and assigns. No waiver of any part of these Terms and Conditions, or of any breach of it, in any one instance will require us to waive any other instance or breach. In some circumstances we might decide to provide you service voluntarily even if you would not otherwise qualify. This will not be deemed a waiver or require us to do so again. You agree we will not be liable for anything resulting from our provision of such service.

#### 14. **THIRD PARTY TERMS APPLICABLE TO BLUELINK SERVICES:**

If you are accessing or using the Services of voice recognition and content delivery services ("Voice Services") made available as local distributed software and a cloud-based offering by SoundHound, Inc and its affiliates ("SoundHound"), these terms and conditions are additionally applicable:

- (i) When you interact with the Voice Services, you hereby grant SoundHound an irrevocable, nonexclusive, transferable, royalty-free, worldwide license to use, modify, reproduce, display, perform, store, collect, copy, transmit, transfer, process, and make derivative works of audio recordings of your voice interactions with the Voice Service ("Recordings") only for SoundHound Business Purposes;
- (ii) You consent to the collection, processing, storage, and use by SoundHound and service providers, expressly including Recordings, and the transfer of data, expressly including Recordings, to and between SoundHound and its affiliates and service providers (which may be in the United States or in other countries), in each case for SoundHound's business purposes, including for the purposes of (i) providing the Voice Services to you, (ii) to improving, optimizing, troubleshooting, and creating bug fixes for the Voice Services, and/or (iii) to providing or facilitating new products, services or technologies (collectively, "SoundHound Business Purposes");
- (iii) You agree and acknowledge that SoundHound may retain archival or server copies of the Recordings and there is no guarantee that SoundHound will delete or de-identify copies of your Recordings;
- (iv) If a parent or guardian becomes aware that his or her child (under the age in which collection is permitted in your jurisdiction) has provided SoundHound with information, he or she should contact us at [privacy@soundhound.com](mailto:privacy@soundhound.com). SoundHound will delete such information within a reasonable period of time;
- (v) The Voice Services are not designed or intended for use in any manner where a performance failure could cause injury or death to persons; the technology is not suitable for emergency use; and rely on components that may not comply with applicable law on provision of emergency services;
- (vi) Sections in these Terms and Conditions related to intellectual property rights, limitations on liability, and warranty disclaimers shall also apply to SoundHound with respect to the Voice Services.

# Hyundai Digital Key Terms and Conditions

(If Applicable)

Welcome and Thank You for choosing Hyundai Digital Key Service ("Service"). These Terms and Conditions are in addition to Terms and Conditions for BlueLink and Privacy Policy.

If Customer (defined herein-below) activates, registers, receives, uses, accepts or otherwise accesses the Service of Hyundai Motor India Limited ("HMIL"), Customer confirms that they have read, understood and accept and agree to be bound by these Terms and Conditions and are legally bound by these Terms and Conditions, Privacy Policy and all other terms and conditions that govern HMIL Website, as may be amended from time to time (collectively, the "Terms and Conditions") and they will continue to apply every time Customer uses/accesses the Service. Customer's acceptance of the Terms and Conditions implies that they have the capacity to enter into a legally binding contract as per applicable law, in particular, the Indian Contract Act, 1872.

## Article 1- Definition

The definitions of the terms used in these Terms are as follows:

1. "Application" or "BlueLink": shall mean the Hyundai BlueLink Application including any update, upgrade and enhancement, which connects the Hyundai Vehicle via the BlueLink System.
2. "BlueLink System": shall mean and Hyundai BlueLink System, an embedded telematics device paired with an inbuilt SIM along with Hardware & Software installed in Hyundai Vehicle.
3. "Hyundai Digital Key" service: Refers to function/feature that enables Customers to lock, unlock and drive selective vehicles using NFC (Near Field Communication) of a compatible device (hereinafter referred to as "Service").
4. "Main User": An individual primary user who is the Owner of the vehicle and uses the Service.
5. "Sharer": An individual user who received a digital key shared by the digital key main user to use the Service.
6. "Owner": The owner of a vehicle equipped with the necessary equipment to provide Service. Term Owner would mean and include Customer.
7. "Customer": refers to all Customers of HMIL who would use Service provided by HMIL in accordance with these Terms and Conditions. The term Customer would mean and include- a person who purchased a Hyundai vehicle with digital key, Main User, Sharer, a person who purchased a used vehicle with a digital key and registered it under his or her name, etc.

8. "Digital Key NFC Card Key": Customer upon its sole discretion may purchase NFC Card Key only from Hyundai Authorised Dealership as an auxiliary means of the smartphone app (hereinafter referred to as "card key").
9. "Smartphone": refers to a smartphone duly registered in the Customer's name in order to use Services provided by HMIL. Customer shall own a smartphone registered under his/her name, smartphone shall not be provided by HMIL.
10. "Customer Center": refers to all the consultation centers and center systems that HMIL operates to provide Services.
11. "Carrier": shall be deemed to refer to any wireless communication provider and their affiliates, successors providing wireless communication network to Customer.
12. "Service Provider(s)": shall be deemed to refer to those third parties including any person, HMIL, or entity who provides any service, equipment, or facilities in connection with the BlueLink or the BlueLink System, including, but not limited to, Carrier, public safety answering points, emergency responders, towing companies, distributors and dealers and others (such as police, fire and ambulance).

## **Article 2- Requirement for usage of Service**

1. Customer's Hyundai vehicle, ("**Vehicle**") must come with a BlueLink system, which is used to provide interactive features and digital Services through the BlueLink. Additionally, Customer must have an active subscription of BlueLink System to utilize Services provided to Customer by HMIL directly or through its Services Providers. HMIL or its Service Providers in turn may interact with and/or engage one or more sub-contractors as necessary to provide the Service. In addition, Customer Care Centre may receive and respond to Customer's requests for Service through an automated operator or through specially trained personnel. Customer Care Centre will use reasonable efforts to contact appropriate Service Providers for help when Customer asks for it or when the BlueLink System in Customer's Vehicle signals for it, but it cannot be promised that any Service Providers will respond in a timely manner or at all.
2. In addition to the above, Customers must complete all procedures such as possessing and using a compatible smartphone, duly installed BlueLink Application, and vehicle registered under Customer's name.
3. HMIL reserves the right to restrict the usage of Service for any reason whatsoever, reasons may include the following:
  - a) Registration information of the vehicle under Customer's name is not confirmed.
  - b) Smartphone in Customer's name is not confirmed.
  - c) Smartphone is not compatible with the requirement for Service (Please refer HMIL website to check the compatibility of Smartphone).

## **Article 3- Scope of Terms and Conditions**

1. These terms and conditions apply to all Customers using the Hyundai Digital Key Service provided by HMIL to its Customers.
2. These terms and conditions apply with respect to the Services provided by HMIL, and the relevant laws and regulations applicable on matters not specified in these Terms and Conditions.
3. These Terms and Conditions shall prevail with respect to the Services defined herein, and with respect to services provided by the Carrier, the Terms and Conditions of the Carrier shall be applicable.

#### **Article 4- Amendments to Terms and Conditions**

HMIL may revise or change the Terms & Conditions at any time, after giving 30 days' notice (or such longer period as required by law) to the Customers. Notice may be given by way of email to the Customers or by notifying in BlueLink Application or on HMIL's website. HMIL may change any or all of the Terms & Conditions, even the prices and interactive features. HMIL may further change all or part of Service it provides to the Customers. If any such change materially affects Customer's rights, or negatively impacts the Services for them in a material way, Customers may cancel the Service. HMIL will notify of any other changes by publishing a notice of the change or a revised version of these Terms and Conditions on the HMIL website or through the BlueLink Application. If Customer does not communicate to HMIL within 30 days of the date of notice from HMIL, then it will be deemed that Customer agrees to the change and it will automatically become part of this Terms & Conditions. Customer's continued use of Services after notification is taken as acceptance and agreement to the changes, and Customer agrees to be bound by the new and amended Terms and Conditions.

#### **Article 5- Rules other than Terms and Conditions**

1. Matters regarding usage of BlueLink Application is specifically determined under the Terms and Conditions of BlueLink (please refer HMIL website to know more).
2. Matters regarding Customer's personal information are separately determined in the privacy policy (to know more about the privacy policy or to access the privacy policy please refer HMIL website).

#### **Article 6- Limitations of Services**

1. The Services may be disrupted or hampered due to various factors including but not limited to the following:
  - a) Customer fails to ensure proper upkeep of their vehicle and smartphone resulting in issues such as battery discharge, physical damage, connectivity issue, etc.
  - b) Customer by themselves or through any unauthorised agency tampers with the Vehicle.
  - c) Power supply from Vehicle's battery is interrupted due to natural disasters such as flood, earthquake, etc. or due to any reason whatsoever.



d) Customer enters geographical area where Services may get disrupted due to unavailability of Carrier coverage, network capacity, reception etc.

e) Customer's smartphone power of is cut off or data communication is not possible, in event such as on airplane mode.

f) Card keys are damaged or got damaged due to the Customer's negligence.

2. Apart from the factors mentioned above in Article 6.1, Customer acknowledges, understands and agrees with the limitation mentioned in Article 3 of Hyundai BlueLink Terms and Conditions available on HMIL website.

3. The functionality of card key is not equivalent to the Services provided under the BlueLink Application. All the features and services that are available in BlueLink Application will not be available in Card Key. Card Key is meant to be used only for limited purposes.

#### **Article 7- Procedure for Notification**

1. HMIL may transfer some or all of the right to provide the Service to a third party after prior notice.
2. HMIL may notify Customers by using one or multiple means i.e., through HMIL website, e-mail, text message, etc. on Customer's mobile phone, etc.
3. When notifying Customer through mobile phone text message on Customer's mobile phone number, HMIL shall be considered to have notified the Customer when the text message has been sent to the latest mobile phone number provided by the Customer to HMIL.
4. When notifying Customer through e-mail, HMIL shall be considered to have notified the Customer when e-mail has been sent to the latest e-mail address provided by Customer to HMIL.

#### **Article 8- Responsibilities of Customers**

1. Customers must read these terms and conditions and be familiar with the contents herein.
2. Customers shall be able to use the Services only after they provide their consent to these Terms and Conditions.
3. Customers shall have valid subscription of BlueLink Application to gain complete access and usage of Services.
4. Customers are solely responsible for the usage of Services in their vehicles, even if Customers are not the one using it, and even if Customer later claim the use was not authorized. Customers are also solely responsible for the Services requested by them, or by anyone using or occupying Customer's vehicle, through the Digital Key Services.

5. Customers must educate and inform all users and occupants of their vehicle about the Digital Key Services, system features and limitations. If Customer, another driver or a passenger of Customer's Vehicle uses the Digital Key Services to commit a crime or for another improper purpose, Customer agrees to indemnify, defend and hold HMIL harmless from and against any and all costs, expenses (including attorneys' fees), losses, damages, and other liabilities which arise from such improper use. HMIL has no obligation to inquire about the authority of anyone using Customer's vehicle.
6. Customers shall perform obligations listed herein, HMIL shall be exempt from any liability for any damage caused by non-compliance with the following obligations-
  - 1) Perform the cancellation procedure (Article 9, Paragraph 2) in the event of transfer of the vehicle and notify HMIL about the same.
  - 2) Ensure the details of main user are duly changed.
  - 3) Immediately notify HMIL in the event of any change in the information of Customers, main users, and sharers necessary to provide smooth Service.
7. Customers know that the content of the Service provided is under legal protection such as copyright, trademark, patent, etc., and may not arbitrarily copy, store, reproduce, distribute, display, publish, etc.
8. Customers may not use the Service for commercial purposes, except as authorized by HMIL.
9. Customers are fully responsible for the protection of their password/PINs. Anyone who has access to Customer's password or PINs may be able to access the BlueLink Application features and account. Customers must set/change/protect the password/PIN number necessary for the usage of Service, and HMIL shall not be responsible for any damage caused by the leakage of password/PIN numbers.
10. If someone other than the Customer uses/accesses the Service using Customer's password, in that scenario, the password will be deemed to have been shared with the Customer's own consent, and HMIL will be exempt from any liability arising from the same. HMIL has no responsibility nor any obligation to inquire about the authority of anyone using Customer's password/PIN or other information that can be used to identify Customer's account to request Service for Customer's vehicle.
11. Customer shall be responsible for having a valid driver's license and shall drive responsibly by duly following the traffic rules. Customers are responsible for ensuring safety and compliance with all rules, regulations and other laws applicable to Customer's vehicle. Customer promises to not use the Service for any fraudulent, unlawful, or abusive purpose. Customer promises not to abuse or do anything to damage HMIL's business operations, services, reputation, employees or facilities. If Customer does any of these things, Customer agrees to indemnify, defend and hold HMIL harmless from and against any and all costs, expenses (including legal fees), losses, damages, and other liabilities which arise from or in connection with a claim or demand that any third party makes against HMIL, which results in whole or in part from that use or misuse, or Customer's action or failure to act. When vehicle and/or Service is shared by Customer with any third party, it is Customer's responsibility that the Service and vehicle are used in a legally compliant manner.

12. Customer shall be responsible for proper upkeep of the Card Key. In case of theft, misappropriation or any illegal usage of Card Key, it is Customer's responsibility to report the same to the proper authorities. HMIL has neither any responsibility nor any obligation to inquire about authority of anyone using Card Key. Customer is solely responsible for using the Card Key purchased only from the authorised dealership or from authorised source. Customer shall be solely liable for Card Key used or purchased from unauthorised source.

#### **Article 9- Cancellation of Services**

1. When a vehicle with Digital Key is transferred to a third party, Customer must ensure that their details have been removed from the Digital Key. Customer must ensure that NFC card key is handed over to the third party to whom the vehicle has been duly transferred.
2. HMIL may cancel the Services with immediate effect without any cause or notice, and for any reasons including:
  - a) Customer has not fulfilled their obligations stipulated in Article 8.
  - b) Customer has not consented to the revision of these Terms and Conditions, and the Terms of Conditions for BlueLink and privacy policy.
  - c) Customer tampers with the Service for unjustified reasons.
3. When Services to Customer is cancelled, HMIL may preserve certain information as per applicable laws.

#### **Article 10- License to Use**

1. All materials, including images, designs, icons, photographs, animations, contents, etc. written and other materials of the BlueLink Application, Services (including any update, upgrade & enhancement) and other Services (collectively "Contents") and copyrights, trademarks, designs and/or other intellectual properties are owned, controlled or licensed by HMIL and/or licensors and other third parties, who reserve the rights in law and equity and are protected by copyright and other intellectual property laws.
2. Customers are hereby granted a non-exclusive, non-transferable, non-assignable, limited license to view, access and use the Contents, the same is provided solely for Customer's personal and for non-commercial purposes only. Except as expressly provided above, no part of the Contents, including but not limited to materials retrieved there from and the underlying code, may be reproduced, republished, transmitted, displayed, posted or distributed in any form or by any means by the Customer.

#### **Article 11- Suspension of Service**

1. HMIL may immediately suspend Service for Customers in event of the following-
  - a) Customer signed up by using someone else's name.
  - b) Excessive use occurs in a short period of time and there is concern about illegal copying or theft of the name ( applicable only if the Customer cannot confirm the facts by phone in advance).
  - c) If there is a request from the relevant agency arising due to a report/complaint related to the theft of the vehicle.
2. If HMIL intends to suspend the Service in accordance with the provisions of Article 11.1, HMIL will notify Customer 30 days prior to the suspension of Service.
3. Suspension of Service will result in suspension of all Services.
4. HMIL reserves the right on its sole discretion to release the suspension upon resolution of issues mentioned under Article 11.1.

#### **Article 12- Temporary Suspension of Service**

1. HMIL may temporarily suspend the Services in the event of reasons including but not limited to repair, inspection, replacement and breakdown of facilities, interruption of communication, etc.
2. HMIL may temporarily suspend the Services in the following cases:
  - a) For performance of system maintenance on a regular basis or urgently.
  - b) If Service cannot be provided due to fire, power outage, etc.
  - c) If the telecommunication service is suspended by the telecommunication operator.
  - d) If communication failure occurs in the device/smartphone of Customer.
  - e) Services may temporarily be interrupted or suspended solely upon discretion of HMIL.

#### **Article 13- Force Majeure**

In addition to the limitations contained hereinabove under Clause 12.1 & 12.2 as to availability of Services, Customer agree that performance of Application or Service and/or functionality of the BlueLink System or availability of Service shall at all times be subject to Force Majeure Events such as act of god, war, insurrection, riots, natural disaster, weather, fire, strike, atmospheric/ geographical hindrances, equipment or facility shortage, government actions/regulations, terrorism, civil disturbances, equipment failures including, wireless networks, internet, computer, telecommunication, and other events which are beyond the control of HMIL or Service Providers or Wireless Carrier. In the event of occurrence of any Force Majeure Events, the obligations of HMIL or Service Providers or Carrier as mentioned in this Terms and Conditions shall automatically remain suspended and accordingly HMIL or Service

Providers or Carrier shall not be responsible or liable, if any loss or damage is caused due to failure or delay or interruptions in providing the BlueLink Services or in performing of its obligations, consequent to such Force Majeure events.

#### **Article 14- Suspension and Restriction of Some Functions While Driving**

1. Some services are not provided to prevent operation that interferes with safe driving while driving.
2. In addition to the functions set by HMIL, HMIL is exempt from liability for problems caused by arbitrary manipulation.

#### **Article 15- Customer Center Operating Conditions**

1. Customer center is obliged to respond to Customer' service request calls faithfully and promptly. However, due to certain issues including temporary network failures, system failures, etc. the response to calls may be delayed or may not be possible.
2. HMIL shall be exempted from liability for failure to respond due to the circumstances as mentioned hereinabove in Article 15.1.

#### **Article 16- No Warranties**

Customer Vehicle's limited warranty does not cover the BlueLink, Card Key or Service, which is provided on an "as is" and "where is" basis, without any warranty of any kind, express or implied. In addition, HMIL cannot promise uninterrupted or problem-free usage and functionality of Service/Application. Further, HMIL cannot promise that the data or information provided to Customer will be error-free. Service or performance of Application may be delayed, unavailable, not delivered and/or inaccurate from time to time due to a variety of factors, including technical reasons, for planned or unplanned maintenance or downtime, for editorial amendments or for any other reason. All data and information are provided to Customer on an "as is" basis. HMIL hereby expressly disclaims any and all warranties or conditions of any kind, express or implied, about the BlueLink System, Application, the Service, Card Key and any data and information and Services provided through it, including, without limitation, any warranties or conditions as to content, quality, accuracy, timeliness, completeness, correctness, reliability, non-infringement, merchantability, or fitness for a particular purpose. All such warranties or conditions are expressly excluded by this agreement.

#### **Article 17- Limitations of Liability**

1. Customer acknowledges that the Service and the Application utilize complex computer/ Hardware and telecommunications networks and that, as such, continued, uninterrupted and error free access to the Service and/or the Application cannot be guaranteed. In the light of the foregoing, HMIL or any Service Providers or their officers, directors, employees, representatives, successors and assigns shall not be liable in any way for any loss or damage, direct or indirect, which may arise, from

any outage, interruption, discontinuation or delay in the Service or the Application or any part thereof or any error contained therein, or from any other non-performance, defective performance or late performance due to any cause whatsoever, including errors due to malfunction of equipment, programs or operations or negligence of HMIL or any Service Providers.

2. In no event HMIL and/or its Service Providers be liable for any indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of Customer's use or inability to use or access or inability to access to the Service or Application or corruption/loss of data, failure to transmit or receive any data or Customer's inability to use the Application/information on the Application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence) or otherwise. HMIL is not liable to Customer for any damage or alteration to Customer's equipment including but not limited to handheld device or smart phone as a result of the installation or use of the Application. In no event shall HMIL's total liability to Customer herein, for any claim or action arising from use of the Application (whether in contract, tort, or otherwise) exceed the amount if any paid by Customer to HMIL for using Application or Services. The foregoing limitations will apply even if any remedy provided under these Terms and Conditions fails of its essential purpose.
3. Neither HMIL nor Service Provider is liable to Customer for service interruptions, dropped calls or for problems caused by or contributed to by Customer, any third party, buildings, hills, tunnels, network congestion, weather, or any other things beyond HMIL's control.
4. If another Carrier is involved in any problem (for example, because of roaming), Customer also agree to any limitations of liability that the Carrier imposes.
5. Customers agree that HMIL is not liable for any errors, defects, problems, or mistakes in data or information transmitted through the BlueLink System.
6. Customer agrees that the limitations of liability and indemnities in these Terms and Conditions will survive even after termination of Services. These limitations of liability apply not only to Customer, but to anyone using Customer's Vehicle, to anyone making a claim on Customer's behalf, and to any claims made by Customer's family, employees, or others arising out of or relating to Customer's use of BlueLink or the BlueLink System.

#### **Article 18- Consent for Service**

1. For the purposes of Service, Customer understands that their personal information such as name, contact number, email-id, VIN number, etc. may be processed by HMIL and/or Service Provider. Customer hereby agrees and provides consent to HMIL and/or Service Provider for processing Customer's personal information for the purposes of Service.

2. HMIL may process Customer's personal information for marketing purposes as well. Customer hereby agrees and provides consent to HMIL and/or Service Provider for purposes of using Customer's personal information for marketing purposes.

#### **Article 19- Customer's insurance obligations**

BlueLink and Services are intended as a convenience. If Customer makes any payment for the BlueLink, Services and Card Key the same are not related to the value of Customer's Vehicle or any property in it, or cost of any injury or damages suffered by Customer or anyone else as a result of the operation of Customer's Vehicle. Customer shall obtain and maintain appropriate insurance covering personal injury, loss of property, and other risks. For Customer and for anyone else claiming under Customer, Customer hereby release and discharge HMIL from and against all hazards covered by Customer's insurance. No Insurance Company or Insurer will have any right of subrogation against HMIL.

#### **Article 20- Customer's responsibility for any third parties' claims**

Customer will indemnify, defend and hold HMIL harmless from any and all loss, costs, expenses, damages (including legal fees), or injuries (including injuries resulting in death) that HMIL may incur or suffer as a result of or arising out of or in connection with

- (1) activities contemplated by these Terms and Conditions, even if due to the sole negligence of HMIL or any of the Service Providers;
- (2) Use or possession of data or information provided in connection with 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; or
- (4) use, misuse or failure to use, or inability to use Application or Service.

#### **Article 21- Resolving disputes**

1. **Arbitration:** Any dispute relating to enforcement, interpretation or application of these terms and conditions shall be subject to Arbitration of Sole Arbitrator to be appointed mutually by the parties. The venue of Arbitration shall be at Delhi. The Arbitration Proceedings shall be in accordance with the Arbitration and Conciliation Act, 1996 or re-enactment or as amended from time to time.
2. **Governing Law & Jurisdiction.** The interpretation of these terms and conditions shall be constructed in accordance with the laws of India. Subject to Arbitration clause above, any disputes arising under or in connection with the use of Application or service or the Terms shall be subject to the exclusive jurisdiction of the Courts in New Delhi, India.

3. **Time Limits.** Except where prohibited by law, Customers are not allowed to bring any claim against HMIL (or any other third party beneficiary) more than one year after the claim arises.

## **Article 22- Software, hardware and equipment**

1. **Software Updates.** Application involves pre-installed software that may need to change, upgrade or enhance from time to time. Customer expressly agrees to automatic updates, upgrades and enhancements to this software without prior notice to Customer. These update, upgrade and enhancement may be required to correct the software, to protect or improve the security of the software or to add or improve features of the software or the operating system. If Customer wishes to withdraw their consent to the automatic updates, upgrades and enhancements, Customer may cancel subscription to the BlueLink and stop using the Application. Customer can contact HMIL by Toll Free Number:1800-258-4645 or email: [Bluelink@hmil.net](mailto:Bluelink@hmil.net).
2. **Important Information.** Changes, upgrade and enhancement to the Software may affect or erase data if any stored in Customer Vehicle's BlueLink System or BlueLink. HMIL is not responsible for loss of any such data. Customer does not own or acquire any rights to use or modify the Application/software. Customer Vehicle's BlueLink System may also include software that may need to be changed from time to time. Customer agrees to allow this to be done remotely without Customer's consent.
3. **Telecommunications/GPS Changes.** BlueLink System and Services uses digital wireless telecommunications technology, NFC, and GPS technology that are outside HMIL's control. Telecommunications technologies have been known to change over time, resulting in the obsolescence of certain telecommunications networks. If the telecommunications technology, NFC, or GPS technology used in Customer's BlueLink System change in a way that results in incompatibility of those technologies with Customer's BlueLink System, then Customer's BlueLink System will not work and HMIL may be forced to cancel Customer's BlueLink. If that happens, HMIL will notify Customer of the effective date of cancellation and describe HMIL and Customer's respective rights and obligations.
4. **Carrier.** Customer does not have any right in the wireless phone number assigned to their BlueLink System. Carrier may change the number at any time. As a condition to providing wireless service, Carrier requires that Customer agrees to the following terms. Customer agree that they have no contractual relationship whatsoever with the Carrier and that Customer is not a third-party beneficiary of any agreement between HMIL or any Service Provider and any Carrier. In addition, Customer agrees that Carrier has no legal, equitable, or other liability of any kind to Customer.

## **Article 23- General Terms**



1. **Others.** Customer agrees that all of the occupants of Customer vehicle, whether passengers, guests or drivers, are bound by these Terms and Conditions and Customer will make them aware of HMIL's rights and subject to the limitations of these Terms and Conditions.
2. **Relationship.** These Terms and Conditions does not create any fiduciary relationships between Customer and HMIL. It also does not create any relationship of principal and agent, partnership, or employer and employee.
3. **Assignment.** Customer shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of Customer rights or obligations under these Terms and Conditions. HMIL may transfer, assign sublicense or pledge in any manner whatsoever, any of its rights and obligations under these Terms and Conditions to a subsidiary, affiliate or to any third party whatsoever, without notifying Customer or receiving Customer's consent.
4. **Final Provisions.** These Terms and Conditions and any other Hyundai BlueLink documents incorporated herein by reference is the entire agreement between Customer and HMIL. It supersedes all other agreements or representations, oral or written, between Customer and HMIL, past or present in respect of the BlueLink. In the event of a conflict between any provision contained in these Terms and Conditions and any provision of any other Hyundai BlueLink document incorporated herein, the provision contained in these Terms and Conditions shall take precedence only to the extent of such variation, and no additional or different terms shall be binding on either of HMIL and Customer unless agreed to in writing. These Terms and Conditions will not be presumptively construed for or against either party. Section titles contained herein are for convenience only. If any part of these Terms and Conditions is considered invalid or unenforceable under any applicable law, the rest of it will remain enforceable. Even after the Service has ended, these Terms and Conditions will govern any disputes arising out of or relating to it. It will also be binding on Customer's heirs and successors and on HMIL's successors and assigns. No waiver of any part of these Terms and Conditions, or of any breach of it, in any one instance will require HMIL to waive any other instance or breach. In some circumstances HMIL might decide to provide services to Customer voluntarily even if Customer would not otherwise qualify. This will not be deemed a waiver or require us to do so again. Customer agrees that HMIL will not be liable for anything resulting from such service.