

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 HMIL 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 in-built 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 Service 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.

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.

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).

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.
- 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.
- 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@hmil.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 nonexclusive, nontransferable, 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.
- D. 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.
- E. You agree that Hyundai is not liable for any errors, defects, problems, or mistakes in data or information transmitted through the Bluelink System.
- F. 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 by HMIL. The venue of Arbitration shall be at Chennai. 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 Chennai, 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, non-exclusive, 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. 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.