

Last Updated: 29th March 2019

**IMPORTANT NOTICE**

**YOU SHOULD READ THESE TERMS CAREFULLY BEFORE YOU:**

- i) **ORDER, PAY FOR AND/OR USE THE MY HONDA ACCESSORY PACKAGE WHICH CONSISTS OF THE APP (WHICH IS LICENCED TO YOU AND REQUIRES A SUBSCRIPTION); AND THE DONGLE; OR**
- ii) **DOWNLOAD AND ACTIVATE THE APP.**

**THESE TERMS INCLUDE IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND EXCLUSIONS ON OUR LIABILITY TO YOU. YOUR ATTENTION IS PARTICULARLY DRAWN TO THE PRIVACY NOTICE HOSTED ON THE MY HONDA WEBSITE AND CLAUSE 11 OF THESE TERMS "OUR LIABILITY TO YOU".**

**YOUR USE OF THE MY HONDA PACKAGE REQUIRES YOU TO AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS: (i) WE WILL NOT BE ABLE TO SUPPLY A DONGLE TO YOU OR LICENCE THE APP TO YOU; AND (ii) YOU WILL NOT BE ABLE TO USE OR HAVE ACCESS TO THE SUBSCRIPTION.**

**YOU UNDERSTAND THAT BY ACCEPTING THESE TERMS YOU WILL BE LEGALLY BOUND BY THEM.**

**PLEASE NOTE THAT IF YOU HAVE ONLY DOWNLOADED THE APP AND DO NOT HAVE AN ACTIVE SUBSCRIPTION AND DONGLE INSTALLED ON YOUR HONDA VEHICLE, YOU WILL NOT BENEFIT FROM THE FULL FEATURES OF MY HONDA.**

**1. ACKNOWLEDGEMENTS**

1.1 These Terms, together with the Privacy Notice available on the MY HONDA website ("**Privacy Notice**"), represent a legal agreement between you and Honda Motor Europe Limited ("**Honda**", "**we**", "**us**" or "**our**") for:

1.1.1 a licence to use a telematics based mobile phone application (the "**App**") whose features are made available to you on a subscription basis (the "**Subscription**"); and

1.1.2 the supply and installation of a separate telematics device that is connected to your Honda vehicle (the "**Dongle**"),

collectively referred to as "**MY HONDA**" or the "**MY HONDA Package**".

1.2 The App can be used on its own but the full features can only be utilised by the user accepting these terms and the App interacting with the Dongle.

- 1.3 **Honda Motor Europe Limited** is a limited company registered in England and Wales, with a registered address at Cain Road, Bracknell, Berkshire, England, RG12 1HL and a company number of 00857969. Our VAT number is GB 711019584.
- 1.4 We license use of the App to you conditional upon you complying with these Terms and any rules or policies applied by either Apple (App Store) or Google (Google Play) ("**Appstore**"), where you downloaded the App from ("**Appstore Rules**"). We do not sell the App to you.
- 1.5 **Compatibility Requirements:** The App requires a mobile phone device with a minimum of 70Mb of memory and operating on the supporting iOS and Android.
- 1.6 By using the App (or by activating the Subscription), you confirm that you are 18 years old or over.
- 1.7 You will be assumed to have obtained permission from the owner of any mobile telephone or handheld devices that are controlled, but not owned, by you ("**Third Party Devices**") to download a copy of the App onto the Third Party Devices. **You and they may incur data fees from third parties (such as your and their internet provider or mobile carrier) in connection with your use of the App which is accessed via your mobile device or a Third Party Device. You are solely responsible for all such fees. If you do not wish to incur those fees, then please do not use your mobile device or Third Party Device to access the App, or to activate the Subscription.**
- 1.8 The App may contain links to other independent third-party websites ("**Third Party Sites**"). Third Party Sites are not under our control, and we are not responsible for and do not endorse their content or their privacy notices (if any). You will need to make your own independent judgement regarding your interaction with any Third Party Sites, including the purchase and use of any products or services accessible through them.

## 2. **PRIVACY**

- 2.1 For more information on the personal information that we may collect through MY HONDA, how we may process that information, who we may share it with and your rights with regard to this data please see our Privacy Notice.
- 2.2 By using MY HONDA, you acknowledge that we may process your personal information in accordance with these Terms and you confirm that all data provided by you is accurate.

## 3. **CHANGES TO THESE TERMS**

- 3.1 We may update these Terms from time to time, for example, to comply with changes in the law or to take account of new products, services or apps we may offer or for other reasons. We may change these Terms at any time by notifying you of a change when you next start the App. The new terms may be displayed on-screen and you may be required to read and accept them to continue your use of MY HONDA.

Where we make changes to these Terms we may ask you to confirm your acceptance of the new Terms. If you decline the new Terms your subscription to MY HONDA will be suspended and we will immediately stop collecting and processing any personal information. You can also call the Honda Contact Centre or your local dealer to request that we delete any existing information we have previously recorded from your Dongle. If you neither

accept nor decline the Terms your subscription will continue for a short period of time after which it will be suspended.

3.2 If we make any changes to these Terms which are detrimental to you, we shall give you a minimum of 14 days' notice of any such changes and you may, during such period, contact us to terminate your Subscription. If you terminate your Subscription in accordance with this clause 3.2, may shall pay you a pro rata refund for any prepayment made by you under these Terms reflecting the period after termination.

3.3 We will not file a copy of these Terms in relation to your use of MY HONDA. A link to the current version of the Terms will remain available via the App.

#### 4. **OWNERSHIP AND OPERATION OF THE APP**

4.1 The App is licensed to us.

4.2 The App is administered on behalf of Honda by **Bright Box Europe SA** (registered number CH-550.1.167.893-8) and its affiliate Bright Box Hungary Kft (together "**Bright Box**").

4.3 You acknowledge that all intellectual property rights in the App, any documents provided in respect of the App and the technology used or supported by the App or any of its features belong to us and/or our licensors, that rights in the App are licensed (not sold) to you, and that you have no rights in, or to, the App, the documents or the technology other than the right to use each of them in accordance with these Terms.

4.4 You acknowledge that you have no right to have access to the App in source-code form.

#### 5. **THE SUBSCRIPTION**

5.1 The App has limited features when used on its own. The Dongle and the App are designed to work together as a package to deliver the full App features mentioned on Apple store and Google play. In order to receive the full benefit of these features and activate your MY HONDA Package, you will need to visit an authorised Honda dealer and:

5.1.1 download the App to your mobile device or a Third Party Device (as applicable) from the relevant App Store;

5.1.2 read through and accept these Terms (on the App);

5.1.3 place an order for the MY HONDA Package;

5.1.4 pay for your MY HONDA Package as directed by the Dealer (which may form part of the total amount payable by you for your Honda vehicle ("**Vehicle**")); and

5.1.5 allow the authorised Honda dealer to register a Dongle and connect it to your Vehicle.

5.2 You will not be able to access and use all the features of MY HONDA unless you have a compatible Dongle installed in your Honda vehicle and the App on your mobile device or a

Third Party Device (as applicable) is linked to the Dongle installed in your Honda vehicle. Similarly, you will not be able to use the Dongle without the App.

5.3 If you have the Subscription you will have use of MY HONDA until the first anniversary of the commencement of your Subscription ("**Fixed Term**"), unless your Subscription has been terminated earlier by you or us in accordance with these Terms, or you have renewed your Subscription as provided for in clause 5.4 below.

5.4 Following the Fixed Term, unless we have terminated the provision of the MY HONDA Package generally, your Subscription will cancel automatically unless you have entered into a new contract for ongoing use of MY HONDA (which may include the requirement to install a new Dongle) on such terms (and pricing) as may be applicable at the time. For the avoidance of doubt, we are not obliged to continue to make MY HONDA available following the Fixed Term, and if you want to enter into a new contract then our acceptance of your offer will be at our absolute discretion. The provisions of clause 10 will apply at the time that your Subscription ends.

5.5 You agree to use the MY HONDA in compliance with these Terms.

5.6 From time to time, updates to the App may be issued through the relevant Appstore provided that the App will always match the description of it that we provided to you before you purchased the MY HONDA Package. Depending on the update, you may not be able to use the App or benefit from the MY HONDA package until you have downloaded or streamed the latest version of the App and accepted any new terms.

## 6. **THE DONGLE**

6.1 Any images of the Dongle are for illustrative purposes only. Your Dongle may vary slightly from those images.

6.2 Any specific costs of delivery and installation of the Dongle will be as told to you during the order process at your authorised Honda dealership.

6.3 The delivery date for the supply and installation of the Dongle is as told to you during the order process at your authorised Honda dealership.

6.4 If our supply and/or installation of the Dongle is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

6.5 You have legal rights if we deliver and/or complete installation of the Dongle late.

6.6 You own the Dongle once we have received payment for your MY HONDA Package in full (or, where applicable, when you have entered into a legally binding finance arrangement in connection with the Vehicle and the MY HONDA Package) and you have collected your Honda vehicle with the Dongle installed.

6.7 We may update or make changes to the Dongle (including but not limited to firmware updates or swapping the Dongle):

- 6.7.1 to reflect changes in relevant laws and regulatory requirements; and
- 6.7.2 to implement minor technical adjustments and improvements, for example to address a security threat. These changes will not affect your use of MY HONDA.

6.8 We are under a legal duty to supply goods that are in conformity with these Terms. Nothing in these Terms will affect your legal rights. If you have any questions or complaints about the Dongle, please contact our customer service team using the contact details provided at Annex 1.

## 7. **PRICE AND PAYMENT**

7.1 The price for the MY HONDA Package will be the price told to you during the order process for your MY HONDA Package at your authorised Honda dealership.

7.2 The MY HONDA Package fee shall form part of the total price payable by you for your Vehicle and may not be expressed as a separate cost to you. Alternatively, it may be listed as a fixed price accessory that will be provided as part of your purchase of a Honda vehicle.

7.3 You will need to pay the price (whether it is expressed as a standalone amount or as part of your Vehicle price) as directed by the Honda dealership representative. The Honda dealership representative will give you details of the different payment methods available to you (including one-off advanced payment; deposit and final payment; finance arrangement; or any other method or combination).

7.4 If you are buying the MY HONDA Package for use in an existing Honda vehicle, you may pay for the same as directed by the Honda dealership representative.

7.5 Your relevant authorised Honda dealership may be collecting any money paid by you as Honda's agent.

7.6 Please note that you will be responsible for any potential network and carrier charges for your mobile device or any Third Party Device (as highlighted in clause 1.7), which shall be payable in addition to any sums paid by you for your use of MY HONDA.

## 8. **ACCEPTABLE USE AND LICENCE RESTRICTIONS**

8.1 You agree:

8.1.1 not to copy the App except where it is necessary for the purpose of back-up or operational security;

8.1.2 not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the App;

8.1.3 not to make alterations to, or modifications of, the whole or any part of the App, or permit the App or any part of it to be combined with, or become incorporated in, any other programs; and

8.1.4 not to disassemble, decompile, reverse-engineer or create derivative works based on the whole or any part of the App.

8.2 You must:

- 8.2.1 not use the App or any of its features in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms, or act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the App, the Dongle or any other operating system;
- 8.2.2 not infringe our intellectual property rights or those of any third party in relation to your use of the App or any of its features;
- 8.2.3 not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App or any of its features;
- 8.2.4 not use the App or any of its features in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and
- 8.2.5 not collect or harvest any information or data from any aspect of the MY HONDA Package or our systems or attempt to decipher any transmissions to or from the servers running the MY HONDA Package.

## 9. **LIMITED WARRANTY**

9.1 We warrant for the Fixed Term that the App will:

- 9.1.1 when properly used and on an operating system for which it was designed (see clause 1.5), be compatible with the Dongle that is installed in your Honda vehicle; and
- 9.1.2 perform substantially in accordance with the functions described in these Terms.

9.2 This warranty is in addition to your legal rights in relation to software that is faulty or not as described.

9.3 We will take all reasonable steps to ensure the App is free from viruses, interference, hacking, corruption or other security intrusions.

9.4 In the event that there are any performance issues affecting the App we will take reasonable steps to limit such issues and to resume access to the App as soon as reasonably possible.

9.5 If the App has a defect or fault which prevents you from benefiting from your Subscription, where possible, we will allow you to download the App again. The replacement App will be provided at no cost to you. If the Dongle has a defect or fault (which has not been caused by you) which prevents you from benefiting from your Subscription, please contact us so that we can look to remedy the defect and /or provide you with a suitable replacement at no cost to you.

Please note the warranty for the Dongle will be invalidated if any issue or defect has been caused by you.

## 10. **CANCELLATION AND REFUNDS**

### **Your rights to cancel**

- 10.1 Consumers have a legal right to cancel a contract for the supply of digital content and which is not supplied on a tangible medium, such as an app, without giving any reason. Consumers are also entitled to a refund in such circumstances. The cancellation period ends at the end of 14 days after the day on which you agree to these Terms ("**Cancellation Period**").
- 10.2 By accepting these Terms, you will be considered to be expressly requesting that we make the App, as part of the MY HONDA Package, available to you for downloading straightaway and you agree that your right to cancel the contract between you and us for the supply of the App within the Cancellation Period described above will be lost and you will have no right to a refund if you then decide you wish to cancel.
- 10.3 If you have ordered a MY HONDA Package from your Honda dealer, requiring a Dongle to be installed into your Vehicle, you may cancel your order at any time before your Vehicle is delivered with the Dongle installed and before your Subscription is activated, by contacting your authorised Honda dealer with whom you placed the order. You will not be charged for cancelling your order under this clause 10.3.
- 10.4 You may cancel your MY HONDA Package following the activation of your Subscription, however, no refunds will be available unless you have cancelled pursuant to clause 3.2, in which case we will refund any sums you have paid in advance, if any, for any period between the date of stopping the Subscription and expiry of the Fixed Term during which MY HONDA will not be provided. Of course, you always have rights where a Dongle is faulty or mis-described or you have a legal right to end your Subscription because we have materially failed to deliver the MY HONDA Package in accordance with these Terms.
- 10.5 In the event that a Dongle has been installed into your Vehicle and you wish to cancel your Subscription before the end of the Fixed Term you should return your Vehicle to an authorised Honda dealership to disconnect the Dongle, otherwise some of your personal data may continue to be received by Honda, Bright Box and affiliated third parties as set out in the Privacy Notice for as long as the Dongle is connected to your Honda vehicle. It is your responsibility to ensure that the Dongle is disconnected on the cancellation of your Subscription, however it has arisen. You acknowledge that the Dongle does not offer any functionality once your Subscription has ended.

### **Our rights to cancel**

- 10.6 We may write to you to let you know that we are going to stop providing MY HONDA prior to expiry of the Fixed Term. We will let you know at least 30 days in advance of our stopping your Subscription and will refund any sums you have paid in advance, if any, for any period between the date of stopping the Subscription and expiry of the Fixed Term during which MY HONDA will not be provided.
- 10.7 We may cancel your MY HONDA Package and your rights under these Terms at any time, without providing you with a refund, on written notice to you, if:
- 10.7.1 at any time, you commit a serious breach of the Terms;

- 10.7.2 you give us false information, or withhold from us any important information, in relation to your use of MY HONDA;
  - 10.7.3 you breach our rights or a third party's rights in the App or the Dongle; or
  - 10.7.4 you attempt to defraud us or act dishonestly towards us.
- 10.8 In the event that the App is causing your Vehicle or Dongle to malfunction or where we have reasons to believe that the App presents a security threat to you, any third party and/or Honda, we may uninstall the App and we will contact you promptly regarding an appropriate remedy. This does not affect your statutory rights.
- 10.9 If we cancel your rights under clause 10.7 , you must cease all use of MY HONDA and we may revoke your access to the App. Please note that in the event of a very serious breach of these Terms by you then Honda may permanently block your access to the App and cease providing you with access to MY HONDA in general.
- 10.10 **YOUR RESPONSIBILITIES**
- 10.11 You are responsible for making all arrangements necessary for you to have access to the App, including internet connection and access to any Third Party Device.
- Your responsibilities on sale of your Vehicle**
- 10.12 If you sell your Vehicle, **you must disconnect the Dongle from your Vehicle before your Vehicle is sold.**
- 10.13 You may arrange to disconnect the Dongle from your Vehicle any time, free of charge, by contacting us or an authorised Honda dealership.
- 10.14 In order to ensure that you have not transferred ownership of your Vehicle without disconnecting the Dongle, we will ask you to confirm your continued ownership of the Vehicle from time to time, including by:
- 10.14.1 sending notifications to your App that require you to confirm your continued ownership of the Vehicle by performing a prescribed task, such as turning your Vehicle on and/or off within a specified period; and
  - 10.14.2 confirming ownership of the Dongle during your periodic vehicle servicing at authorised Honda dealers.
- 10.15 We will immediately suspend your Subscription, which will disable the MY HONDA Package, and may cancel your MY Honda Package and your rights under these Terms, **without written notice to you**, if:
- 10.15.1 you fail to disconnect the Dongle from your Vehicle prior to the sale of your Vehicle; or
  - 10.15.2 you fail to confirm your ownership of the Vehicle to which the Dongle is attached in accordance with clause 10.14.

If we suspend your MY HONDA subscription pursuant to this clause 10.15, but you remain the owner of the MY HONDA connected Vehicle, you will be able to recover your connectivity by following the procedure described on the App or you may contact us.

10.16 Please contact us if you intend to purchase a replacement Honda vehicle during your Fixed Term and wish to use the MY HONDA package with your new Honda.

10.17 For further information about how your data may be stored after you have cancelled your Subscription, please refer to our Privacy Notice.

## 11. **OUR LIABILITY TO YOU**

11.1 **If we fail to comply with the Terms, we may be responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it was an obvious consequence of our breach or if it was contemplated by you and us at the time you agreed to the Terms.**

11.2 **We only supply the App and Dongle for domestic and private use. You agree not to use the App or the Dongle for any commercial, business or re-sale purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.**

11.3 **When installing the Dongle, we will ensure that your authorised Honda dealer makes good any damage that they may cause to your Vehicle whilst doing so. However, we and your authorised Honda dealer will not be responsible for the cost of repairing any pre-existing faults or damage to your Vehicle that we discover while carrying out the installation. If defective digital content which we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation.**

11.4 **We do not in any way exclude or limit our liability for:**

11.4.1 **death or personal injury caused by our negligence;**

11.4.2 **fraud or fraudulent misrepresentation; or**

11.4.3 **any matter which it is not permitted by law to limit or exclude, or attempt to limit or exclude, our liability.**

11.5 **Nothing in these Terms will affect any other rights you may have in law.**

### 11.6 **IMPORTANT NOTE - Roadside Assistance**

The Roadside Assistance feature is a communications tool only – it does not entitle you to roadside recovery services of itself, it merely provides an additional method for you to request roadside recovery services from our affiliated provider, if you are entitled to them (see clause 11.6.1 below). Please note, the provision of roadside assistance is entirely at Honda's absolute discretion.

11.6.1 You **may** be entitled to receive roadside assistance services if:

- 11.6.1.1 your Vehicle has roadside assistance coverage as part of its manufacturer's warranty or extended warranty (this differs country by country); or
- 11.6.1.2 you are a current member in your own right of the relevant Honda partner's recovery services in your jurisdiction.
- 11.6.2 **My Honda will not interact with third party recovery agents who we are not affiliated with and which you may be a member of.**
- 11.6.3 The provision of roadside recovery services is conditional upon the terms of service as set out in your manufacturer's or extended warranty, and/or the terms and conditions of service of our affiliated provider.
- 11.6.4 Please also note the service limitations set out in clause 12.

## 11.7 **IMPORTANT NOTE – Impact Alert**

Impact Alert is a communications tool designed to assist you, where possible, in the event of an incident or emergency. It is not infallible and you remain responsible for your safety, as well as the safety of your passengers and other road users whenever using your Vehicle.

- 11.7.1 **Impact Alert will only be triggered and the emergency services will only be contacted, if:**
  - 11.7.1.1 the airbags in your Vehicle have deployed;
  - 11.7.1.2 your device, the Dongle and the App have not been damaged such that they can still relay your position and details to our affiliated provider; and
  - 11.7.1.3 our affiliated service provider has been able to establish contact with you to confirm you require assistance.
- 11.7.2 Any emergency services assistance or the recovery of your Vehicle following an incident which occurs **will not be paid for by Honda** and may be chargeable back to your or a third party's insurer. Please note, roadside assistance and recovery services will only ever be provided in Honda's absolute discretion.
- 11.7.3 If you decline these Terms or if your Subscription is suspended or terminated Impact Alert may not function.
- 11.7.4 Please also note the service limitations set out in clause 12.

## 12. **EVENTS OUTSIDE OUR CONTROL**

- 12.1 Neither we, nor any of our third party affiliates involved in providing you with MY HONDA, will be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by any act or event beyond our reasonable control, including but not limited to:

- 12.1.1 failure of public or private telecommunications networks;
  - 12.1.2 failure of the crash impact alert function on the App due to lack of GPS signal, internet connection, failure of any telecommunications networks, or as a result of a serious collision which destroys all or part of the Dongle or any interconnected system (including your phone) to the extent that the same no longer functions to enable the transmission of information to the relevant impact alert operator;
  - 12.1.3 the impact alert operator is unable to contact you (or your registered emergency contact) to confirm whether you require assistance, because there is no answer to their call(s), there is a lack of GPS signal, internet connection, failure of any telecommunications networks, or as a result of a serious collision which destroys all or part of the Dongle or any interconnected system (including your phone) to the extent that the same no longer functions to enable the transmission or receipt of information to/by the relevant impact alert operator;
  - 12.1.4 failure of the App to deliver its standard functionality (including, in particular, a failure of the App to inform you that your Vehicle has been taken outside of a set geofencing area, is being towed, to facilitate roadside assistance from one of our affiliates or to provide accurate trip analysis) due to: lack of GPS signal, lack of internet connection, adverse weather conditions, or as a result of a serious collision which destroys all or part of Dongle or any interconnected system (including your phone) to the extent that the same no longer functions to enable the transmission or receipt of information, or the failure of any telecommunications network or other analogous event; or
  - 12.1.5 failure by you to arrange the disconnection of the Dongle upon sale of the Vehicle meaning that in the event of an impact your name, registered contact number, the Vehicle's current location, registration number and VIN may be transmitted and you may be contacted. ("**Event Outside Our Control**").
- 12.2 If an Event Outside Our Control takes place that affects the performance of our obligations under these Terms:
- 12.2.1 our obligations under these Terms will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control; and
  - 12.2.2 we will use our reasonable endeavours to find a solution by which our obligations under these Terms may be performed despite the Event Outside Our Control.

### 13. **COMMUNICATIONS BETWEEN US AND COMPLAINTS**

- 13.1 If you wish to contact us or to make a complaint, please contact your authorised Honda dealer, or failing that, your local Honda branch, details of which are set out in Annex 1.
- 13.2 We will do our best to promptly answer your query.

### 14. **GENERAL**

- 14.1 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.
- 14.2 You may only transfer your rights or your obligations under these Terms to another person if we agree this with you in writing.
- 14.3 These Terms are between you and us. No other person shall have any rights to enforce any of these Terms.
- 14.4 Each clause and paragraph of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining clauses and paragraphs will remain in full force and effect.
- 14.5 If we fail to insist that you perform any of your obligations under these Terms or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 14.6 These Terms are governed by English law. This means that your use of the App, the Dongle and the Subscription, and any dispute or claim arising out of or in connection therewith (including non-contractual disputes or claims), will be governed by the laws of England.
- 14.7 You can bring legal proceedings in respect of these Terms in the English courts. If you live in Scotland you can bring legal proceedings in respect of these Terms in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of these Terms in either the Northern Irish or the English courts.
- 14.8 If you are resident in the European Union and we direct this Website to the country in which you are resident, you will benefit from any mandatory provisions of the law of the country in which you are resident. Nothing in these Terms, including clause 14.6, affects your rights as a consumer to rely on such mandatory provisions of local law.
- 14.9 You have the right to seek alternative dispute resolution ("**ADR**"). ADR is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. If you are not happy with how we have handled any complaint, you may want to contact the alternative dispute resolution provider we use. For further information concerning what local ADR bodies may exist in your jurisdiction and how they may be able to assist you, please see Annex 1 for details on what ADR bodies we subscribe to.
- 14.10 If you wish to have more information on online dispute resolution, please follow this link to the website of the European Commission: <http://ec.europa.eu/consumers/odr/>. This link is provided as required by Regulation (EU) No 524/2013 of the European Parliament and of the Council, for information purposes only. We are not obliged to participate in online dispute resolution.

## **Annex 1 - Roadside and Emergency Assistance Providers, Contact Us and ADR Providers**

### **1) My Honda – Roadside Assistance and Impact Alert Providers**

**Bosch Sicherheitssysteme GmbH** t/a Bosch Service Solutions, Lahnstraße 34-40, 60326, Frankfurt am Main, Germany coordinates roadside assistance and impact alert on our behalf together with the following partners in these jurisdictions:

#### **Roadside Assistance**

##### **UK**

- **AA** - Automobile Association Developments Limited t/a AA Breakdown Services
- Address: Fanum House, Basing View, Basingstoke RG21 4EA
- Tel domestic: 0 800 33 22 88 77
- Tel abroad: 00 33 (0)825 87 89 83 or 00 33 (0)472 171 205

##### **DE**

#### **ADAC - ADAC Service GmbH**

- Address: Hansastrasse 9, 80686 München
- Tel domestic: 0800 466 32 11
- Tel abroad: +49 89 76 76 46 63

##### **FR**

- **Europ Assistance** - Europ Assistance, entreprise régie par le Code des Assurances
- Address: 1 promenade de la Bonnette - 92633 GENEVILLIERS CEDEX, FRANCE
- Tel domestic: 01 41 85 84 70
- Tel abroad: 01 41 85 84 70

##### **ES**

- **Europ Assistance** - Europ Assistance Servicios Integrales de Gestión. S.A
- C/Orense, 4, 28020-Madrid, Spain
- Tel domestic: 900 35 42 02
- Tel abroad: +34 915 14 99 35

##### **IT**

- **ACI Global** - ACI GLOBAL S.p.A.
- Address: Roma, via Stanislao Cannizzaro 83/a
- Tel domestic: 800 338805
- Tel abroad: 00 39 02 66165356

#### **Impact Alert**

##### **UK, DE, FR, ES, IT**

- **Bosch Service Solutions - Bosch Sicherheitssysteme GmbH**
- Address: Lahnstraße 34-40, 60326 Frankfurt am Main, Germany
- Tel domestic: 0800 6000660
- Tel abroad: +49 800 6000660

### **2) Contact Us**

Customers seeking support for My Honda should contact the following:

- i) their preferred authorised Honda dealer;
- ii) Honda's central customer services (using the telephone number below); or
- iii) their local Honda branch (using the "contact us" section of their websites)

Privacy related requests should be made on the website, using the "contact us" section of the Honda website, submitting an e-mail or enquiry outlining clearly what your request is and that it relates to privacy.

### **Honda Branch Customer Services Contact Information:**

#### **UK**

- <http://www.honda.co.uk/cars/contact-us/pan-divisional-contact-us.html>
- Tel: +44 845 200 8000

#### **DE**

- <http://www.honda.de/cars/useful-links/contact-us.html>
- Tel: +49 69830060

#### **FR**

- Tel: +33 1 60 37 30 48 (phone only)

#### **ES**

- <http://www.hondaadvantage.es/wp-login/contacta-public.php>
- Tel: +34 902424646

#### **IT**

- <http://www.honda.it/cars/useful-links/contact-us.html>
- email: [infohai02@honda-eu.com](mailto:infohai02@honda-eu.com)
- Tel: 800 889 977 (domestic only)

### **3) ADR Providers**

#### **UK:**

The Motor Codes Advisory and Conciliation Service will offer free impartial advice and, when appropriate, an Alternative Dispute Resolution (ADR) service, in the event that you are not satisfied with the outcome of a dispute with Honda.

For further information you can visit their website at [www.motorcodes.co.uk](http://www.motorcodes.co.uk) or call their Consumer Advice Line: 0800 6920825.

#### **France**

You have the right to resort to a mediation procedure by the French European Consumers Centre. The address of the French European Consumers Centre is hosted by European Consumers Centre,

Bahnhofplatz 3, D-77694 Kehl and their website is the link following:

<http://www.europe-consommateurs.eu/fr/resoudre-votre-probleme/nous-contacter/>

#### **Rest of Europe:**

Outside of the UK and France, Honda is not formally affiliated with any ADR providers. However, this does not affect your statutory rights or the possibility for you to refer a complaint to an ADR provider in your jurisdiction. Please consult the European Commission's website on ADR providers for further information on appropriate bodies in your jurisdiction. For information regarding the European Commission's new online dispute resolution platform, please see <http://ec.europa.eu/consumers/odr/>.