

Hyundai BlueLink Agreement. Terms and Conditions Effective as of 28 October 2019.

Welcome to Hyundai BlueLink. You are subscribing for a Hyundai BlueLink service. The information from your subscription and these Terms and Conditions constitute the agreement between us regarding our provision of Hyundai BlueLink services to you (collectively referred to herein as "Agreement" or "Hyundai BlueLink"). If you activate, receive, use, accept or otherwise access Hyundai BlueLink services, you accept and agree to be bound by these Terms and Conditions even if you have not signed this Agreement. See Section 3A of this Agreement. To complete your enrollment, if you have not already done so, please go to the BlueLink website myBlueLink.ca to set up and complete your profile. A BlueLink mobile application is available for download from the Apple App Store, Blackberry World and Google Play, which is subject to its own terms and conditions available as part of the download. YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF (1) YOURSELF; AND (2) ANY DRIVER OR OCCUPANT (E.G., ADDITIONAL DRIVERS, PASSENGERS) OF YOUR VEHICLE. YOU REPRESENT AND WARRANT YOUR AUTHORITY TO DO SO. THIS AGREEMENT INCLUDES IMPORTANT INFORMATION RELATING TO AUTOMATIC UPDATES, UPGRADES AND ENHANCEMENTS TO SOFTWARE INSTALLED IN YOUR VEHICLE (SECTION 7) AND HOW THIS SOFTWARE WILL CAUSE YOUR VEHICLE TO COMMUNICATE WITH AND SEND INFORMATION DESCRIBED IN THIS AGREEMENT TO HYUNDAI (AS DEFINED BELOW). IF YOU WISH TO WITHDRAW YOUR CONSENT TO THE AUTOMATIC UPDATES, UPGRADES AND ENHANCEMENTS, PLEASE CANCEL YOUR SUBSCRIPTION TO HYUNDAI BLUELINK AND STOP USING ANY RELATED APPS. Hyundai BlueLink customers can contact us at any time by phone: 1-844-258-5656; email cr@hyundaicanada.com. As used in the balance of this Agreement, the terms "you" and "your" shall be deemed to refer to, and this Agreement shall be binding upon, any person or entity who has purchased or leased a Vehicle equipped with, or uses as a driver or occupant (e.g., additional drivers, passengers) of your Vehicle, the Hyundai BlueLink and/or has activated the Hyundai BlueLink service pursuant to Section 3A of this Agreement. Also, as used in this Agreement, the terms "we," "us," "our", "Hyundai" and "Hyundai BlueLink" shall be deemed to collectively refer to the following persons/entities, each of which are intended beneficiaries of this Agreement: (i) Hyundai Auto Canada Corp., and their respective affiliates, parent company, successors and assigns and Hyundai dealers in Canada; (ii) Bell Mobility, a division of BCE Inc., Hyundai Autoever Telematics America, Inc. ("HATA"), Hyundai Autoever America, LLC ("HAEA"), Mobis Parts Canada Corp., Obigo, Interdev, Northern N911(N911), Canadian Automobile Association (CAA), Google, Inc. (collectively, "Vendors") and their respective affiliates, successors and assigns, and any replacement vendors engaged by Hyundai Auto Canada Corp. to perform the services provided by any of its current vendors; (iii) BlueLink Customer Care Agents and their affiliates, successors and assigns; and (iv) any employees, directors, officers, subcontractors, representatives and agents of any of the foregoing. PLEASE READ ALL PAGES OF THIS AGREEMENT COMPLETELY BEFORE USING ANY HYUNDAI BLUELINK AND KEEP A COPY FOR YOUR FILES. READ AND KEEP A COPY OF ANY ADDITIONAL HYUNDAI BLUELINK DOCUMENTS GIVEN OR SENT TO YOU. ANY HYUNDAI BLUELINK DOCUMENTS (REGARDLESS OF WHETHER THEY STATE THEY BECOME PART OF YOUR HYUNDAI BLUELINK AGREEMENT) ARE AUTOMATICALLY DEEMED A PART OF THIS AGREEMENT IF YOU ACCEPT ANY OF THE SERVICES SUCH DOCUMENTS DESCRIBE.

1. SERVICE REQUIREMENTS AND SERVICE PROVIDERS.

To use the Hyundai BlueLink, your Hyundai vehicle, ("Vehicle") must come with an authorized Hyundai BlueLink system (the "Hyundai BlueLink System"), which is the equipment, including hardware and software, used to provide Hyundai BlueLink to your Vehicle. Additionally you must have an active Hyundai BlueLink subscription to utilize the services provided to you by Hyundai, through its authorized connected vehicle services providers. Hyundai or its vendors in turn may interact with and/or engage one or more third party providers as necessary to provide the Hyundai BlueLink Service. Those third party providers include any person, company, or entity who provides any service, equipment, or facilities in connection with the Hyundai BlueLink Service or Hyundai BlueLink System, including, but not limited to, wireless service providers, underlying wireless carriers, suppliers, licensors, public safety answering

points, emergency responders and other service providers (such as police, fire and ambulance), towing companies, auto makers, distributors and dealers. Such third party providers, including vendors, are referred to in this Agreement as "Service Provider(s)". In addition, Northern 911 (N911) and Canadian Automobile Association (CAA) may receive and respond to your requests for Hyundai BlueLink Service through an automated operator or through specially trained personnel known as "Customer Care Agents". Customer Care Agents connect you or your Vehicle to other Service Providers such as the police, fire department, or ambulance service. The Customer Care Agents will use reasonable efforts to contact appropriate Service Providers for help when you ask for it or when the Hyundai 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.

2. FEES, PAYMENT, BILLING AND TAXES.

A. Fees and Billing. After your initial free 3 year trial period for the Hyundai BlueLink Service (2018 and 2019 model years the initial free trial period is 5 years), if we continue to offer Hyundai BlueLink Service, the fee and payment schedule for your Hyundai BlueLink Service will be as communicated to you or posted on the Hyundai BlueLink Service website myBlueLink.ca. As the initial free 3 year trial period for the Hyundai BlueLink Service comes up for expiration (2018 and 2019 model years the initial free trial period is 5 years), you will be asked to provide Hyundai with valid payment information if you wish to continue with the Hyundai BlueLink Service. Unless the Hyundai BlueLink Service is cancelled by you or us as allowed by this Agreement, after the initial free 3 year trial period (2018 and 2019 model years the initial free trial period is 5 years) standard charges would apply, which you hereby agree to pay. By providing payment account information to us, you represent that you are an authorized user of such payment account. The price of your Hyundai BlueLink Service may change over time, and we will use the rates then in effect for the applicable payment period for those charges, which you hereby agree to pay.

B. Your Payment Obligations. You must always pay on time and (unless the law provides otherwise) in full. If your credit, bank or debit card provider refuses a charge or an automated withdrawal, we may terminate or suspend your service. If you wish to object to any fees or charges for services billed by or through us, you must advise us of your objection in writing within 60 days after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period), OR YOU WILL AUTOMATICALLY WAIVE THE RIGHT TO OBJECT.

C. Taxes and Other Fees. You promise to pay all taxes, fees, and surcharges set by the government and charged to you by us. We may not tell you in advance of changes to these items. We may charge additional fees related to our costs (or the costs of our Service Providers) to comply with government regulations. These can include items such as 911-related assessments or charges, false alarm fines and/or alarm permit fees, and other charges required or permitted by governmental agencies. Where allowed by law, we may set these charges, and to the extent they are not taxes or required by law, we may keep them in whole or in part. Such charges are subject to change.

3. SERVICE ACTIVATION/DURATION AND CANCELLATION.

A. ACTIVATION. IN ORDER TO RECEIVE AND USE HYUNDAI BLUELINK SERVICE, YOU MUST ACCEPT THIS AGREEMENT. SUBJECT TO APPLICABLE LAW, YOU ACCEPT THIS AGREEMENT AND START YOUR HYUNDAI BLUELINK SERVICE WHEN YOU COMPLETE AND ELECTRONICALLY SIGN THIS AGREEMENT ONLINE AS PART OF ENROLLMENT, OR AT YOUR DEALERSHIP, OR WHEN YOU (OR ANOTHER USER OR OCCUPANT OF YOUR VEHICLE) USE THE HYUNDAI BLUELINK SERVICE OR ACCEPT ANY OF ITS BENEFITS (INCLUDING USING A VEHICLE WITH AN ACTIVE HYUNDAI BLUELINK SYSTEM). IF YOU DO ANY ONE OR MORE OF THESE THINGS TO ACCEPT, YOU ARE BOUND BY THIS AGREEMENT AND ANY LATER CHANGES OR AMENDMENTS TO IT.

B. Duration. Your Hyundai BlueLink Service starts as set out above and continues for the length of time of 3 years (initial free trial period) (2018 and 2019 model years the initial free trial period is 5 years). AFTER THE EXPIRATION OF YOUR INITIAL 3 YEAR FREE TRIAL PERIOD (2018 AND 2019 MODEL YEARS THE INITIAL FREE TRIAL PERIOD IS 5 YEARS), IF WE CONTINUE TO OFFER HYUNDAI BLUELINK SERVICE AND YOU CHOOSE TO RENEW YOUR HYUNDAI BLUELINK SUBSCRIPTION, STANDARD CHARGES WOULD APPLY, WHICH YOU HEREBY AGREE TO PAY, AND YOUR HYUNDAI BLUELINK SERVICE WILL RENEW FOR A PERIOD OF ONE YEAR UNLESS AND UNTIL IT IS CANCELLED BY YOU OR US AS ALLOWED IN THIS AGREEMENT.

C. Your Cancellation Rights. You can cancel your Hyundai BlueLink Service at any time. To cancel your Hyundai BlueLink Service, you will need to call Hyundai BlueLink Customer Care at 1-844-258-5656. You will be required to provide proof of ownership in order to cancel service. You promise to: (i) notify us promptly, as set out below, if you sell your Vehicle, its lease ends, or the Vehicle is destroyed by casualty so that we can update our systems and (in the case of a Vehicle sale or the end of a lease) reset the Vehicle's Hyundai BlueLink System; and (ii) in the event of a Vehicle sale or the end of a lease, notify the purchaser or new lessee of the Vehicle (or the leasing company or its agents) that the Vehicle's Hyundai BlueLink Service has been active and that the new owner or lessee can immediately enroll for the Hyundai BlueLink System at the Hyundai BlueLink website myBlueLink.ca to set up and complete the new owner or lessee's own profile.

D. Our Cancellation and Suspension Rights. We may cancel your Hyundai BlueLink Service 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 Hyundai BlueLink Service will terminate. This means that we can decide to cease providing the Hyundai BlueLink Service 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 Hyundai BlueLink Service without prior notice to you for any good cause. This means, for example, we can terminate your Hyundai BlueLink Service immediately if you breach any part of this Agreement, do not pay amounts that are due, interfere with our efforts to provide service, interfere with our business, or if your Hyundai BlueLink Service or wireless phone number is used for illegal or improper purposes. You do not have any right to have Hyundai BlueLink Service reactivated, even if you cure any of these problems. Whether to allow you to have Hyundai BlueLink Service again will be entirely up to us. In the event we cancel your Hyundai BlueLink Service for good cause, we will not refund any prepaid or unused portions of your services fees. We can suspend your Hyundai BlueLink Service for any reason or we could cancel it. We can also suspend it for network or system maintenance or improvement, or if there is network congestion, or if we suspect your Hyundai BlueLink Service is being used for any purpose that would allow us to cancel it.

4. TRANSFERRING, REACTIVATING OR CHANGING YOUR SERVICE.

Unless we agree otherwise, you cannot transfer your Hyundai BlueLink Service to another Vehicle or another person. You may activate, cancel, change or reactivate your Hyundai BlueLink Service as provided elsewhere in this Agreement, 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).

5. CHANGES TO THIS AGREEMENT.

We can change this Hyundai BlueLink Agreement at any time. Changes may include amendments to any or all of this Agreement, even the prices and services provided. If any such change materially affects your rights under this Agreement, or negatively impacts your Hyundai BlueLink Service in a material way, or results in higher fees being charged to you by Hyundai, we will provide you with 30 days' notice of such change in writing (or such longer period as required by law), which may include by electronic mail. You agree that we may use any credit or debit card of yours that we have on file for payment of such charges. 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 BlueLink website myBlueLink.ca. YOU DO NOT HAVE THE RIGHT TO OBJECT TO ANY CHANGE TO THIS AGREEMENT, INCLUDING CHANGES THAT MATERIALLY AFFECT YOUR RIGHTS UNDER THIS AGREEMENT, NEGATIVELY IMPACT YOUR HYUNDAI BLUELINK SERVICE IN A MATERIAL WAY, OR RESULT IN HIGHER FEES BEING CHARGED TO YOU. IF YOU DO NOT AGREE WITH THE CHANGE, YOUR ONLY OPTION IS TO CANCEL YOUR HYUNDAI BLUELINK AGREEMENT. IF YOU DO NOT CANCEL YOUR HYUNDAI BLUELINK AGREEMENT, THEN YOU WILL BE AGREEING TO THE CHANGE AND IT WILL AUTOMATICALLY BECOME PART OF THIS AGREEMENT AT THE END OF THE NOTICE PERIOD SET OUT UNDER THIS AGREEMENT (IF ANY). You can obtain a copy of the current Terms and Conditions for your Agreement online at myBlueLink.ca.

6. SPECIAL INFORMATION ABOUT SERVICE AND SYSTEM LIMITATIONS.

A. Availability. Hyundai BlueLink Service is only available in the geographic coverage area of Bell Mobility, as amended from time to time. Hyundai BlueLink Service works using the wireless communication networks of Bell Mobility and the Global Positioning System ("GPS") satellite network. NOT ALL HYUNDAI BLUELINK SERVICES ARE AVAILABLE EVERYWHERE, 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 service that we can provide to you, including, but not limited to, routing service. Additionally, some Hyundai BlueLink 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. Hyundai BlueLink Service cannot work unless your Vehicle is in a place where we have an agreement with a wireless service provider for service in that area. Hyundai BlueLink Service also cannot work unless you are in a place where the wireless service provider we have hired for that area has coverage, network capacity, and reception when the Hyundai BlueLink Service is needed, and technology that is compatible with the Hyundai BlueLink Service. Components of the Hyundai BlueLink Service that involve location information about your Vehicle cannot work unless GPS satellite signals are unobstructed, available in that place and compatible with the Hyundai BlueLink System.

C. Vehicle and Equipment. The Hyundai BlueLink Service is provided using an embedded telematics device installed in your Vehicle which receives GPS signals and communicates with the Hyundai BlueLink Customer Care centre via wireless and landline communications networks. The Hyundai BlueLink System is not intended to place or receive personal calls and it can only place calls to our Service Providers as permitted under this Agreement. YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE HYUNDAI BLUELINK SYSTEM TO OPERATE. You may need to increase the volume of your radio to hear operator services or automated voice delivered services from the Hyundai BlueLink System. Hyundai BlueLink Service may not work if your Hyundai BlueLink System or TTY equipment (if applicable) is not properly installed, not maintained, if your Vehicle is not in good working order or in compliance with all government regulations. If you try to add or modify any equipment or software in your Vehicle including the Hyundai BlueLink System, the Hyundai BlueLink Service may not work and we can terminate your service. Your Hyundai BlueLink System needs to be compatible with the Hyundai BlueLink Service and the wireless service and technology provided by us. If your Vehicle has not been turned on after 96 hours (i.e., 4 days), certain Hyundai 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 Hyundai BlueLink Service to you at any particular time or place, or that may impair the quality of the Hyundai BlueLink Service. Some examples are hills, tall buildings, tunnels, weather, damage to important parts of your Vehicle, or wireless network congestion.

E. Maps and Navigation. The routing data that we provide to you is based on the most current map information available to us, but may be inaccurate or incomplete. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads, detours or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. In addition, traffic, weather and other events may cause road conditions to differ from the results generated. Therefore, you should always use good judgment, obey traffic and roadway laws and instructions and evaluate whether it is safe and legal (based on current traffic, weather and other conditions) to follow the directions provided by the Hyundai BlueLink System. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER HYUNDAI NOR ITS VENDORS 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 DATA IS PROVIDED "AS IS").

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

G. Outside Our Control. Hyundai BlueLink Service is not responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, Hyundai BlueLink Service is not responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labour shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment or technology failures.

7. SPECIAL NOTICES.

A. Software, Hardware and Equipment Updates. HYUNDAI BLUELINK SERVICE INVOLVES PRE-INSTALLED SOFTWARE THAT WE MAY NEED TO CHANGE FROM TIME TO TIME. YOU EXPRESSLY AGREE TO AUTOMATIC UPDATES, UPGRADES AND ENHANCEMENTS TO THIS SOFTWARE WITHOUT PRIOR NOTICE TO YOU. THESE UPDATES AND UPGRADES 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. **IMPORTANT INFORMATION:** SUCH CHANGES MAY AFFECT OR ERASE DATA YOU HAVE STORED ON THE HYUNDAI BLUELINK SYSTEM IN YOUR VEHICLE. WE ARE NOT RESPONSIBLE FOR ANY LOST DATA. You do not own the Hyundai BlueLink software or acquire any rights to use or modify the Hyundai BlueLink software on your own. Your Vehicle's systems also involve software that Hyundai may need to change from time to time. You agree to allow this to be done remotely without your consent.

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

C. Wireless Carriers. You do not have any right in the wireless phone number assigned to your Hyundai BlueLink System. We can change the number at any time. As a condition to providing wireless service, the wireless carrier requires that you agree to the following terms: You agree that you have no contractual relationship whatsoever with the wireless carrier and that you are not a third-party beneficiary of any

agreement between Hyundai BlueLink Service 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.

8. SPECIAL INFORMATION AND AGREEMENTS ABOUT CERTAIN SERVICES

A. Automatic Collision Notification and Assistance & SOS Emergency Assistance. When we receive an emergency signal from your Vehicle, we will first attempt to verify your emergency, and then if appropriate, contact third party emergency responders to respond to your emergency. We will assume an emergency exists if the Hyundai BlueLink Care center receive a crash notification signal from your Vehicle and the center receives no response from the occupants of the Vehicle. **YOU WILL BE RESPONSIBLE FOR ANY CHARGES, COSTS OR FEES ASSOCIATED WITH THIRD PARTY EMERGENCY RESPONDERS' SERVICES.** You understand that we cannot assure you, or make any guarantees, about the manner or timeliness of such third party response or even whether third party emergency responders will in fact respond to your emergency at all or in a timely manner. **YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE AUTOMATIC COLLISION NOTIFICATION AND SOS FEATURES TO OPERATE.**

B. Location of Your Vehicle in Connection with Lease/Finance. If you lease or finance your Vehicle through us or one of our affiliates, and you breach any of the terms of the agreements governing such lease or finance contracts, we may use the Hyundai BlueLink Service to locate you or your Vehicle for the purpose of communicating with you and/or recovering your Vehicle. **YOU EXPRESSLY CONSENT TO OUR USE OF THE HYUNDAI BLUELINK SERVICE IN THIS MANNER.**

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

D. Remote Door Unlock/Lock. We can often unlock your Vehicle doors remotely if you are locked out of the Vehicle. This service requires you to establish and use a PIN each time it is accessed, whether by operator, web or mobile app. We will attempt to assist anyone who can provide us your password/PIN or other satisfactory identification of your account, but you understand that we cannot assure you, or make any guarantees that we will be able to unlock your Vehicle doors remotely.

E. 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 (e.g., noise bylaws). This service requires you to establish and use a PIN each time it is accessed, whether by operator, web or mobile app. We will provide assistance to anyone who can provide us your password/PIN or other satisfactory identification of your account.

F. 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 regulation, ordinance, or other law applicable to the location of your Vehicle at time of activation. Laws in some communities may restrict the use of the features that remotely start the Vehicle's engine. For example, some laws may require a person using the Remote Start feature to have the vehicle in view when doing so or limit the length of time a vehicle engine may idle. Please check local and provincial, territorial or state regulations for requirements and restrictions on remote starting of vehicles and engine idling time. In order to drive the Vehicle, the key must be present. This service requires you to establish and use a PIN each time it is accessed, whether by operator, web or mobile app. We will provide assistance to anyone who can provide us your password/PIN or other satisfactory identification of your account. Remote Start may not be available in all vehicles such as those with manual transmission.

G. Diagnostic Information/Maintenance Alert. Your Vehicle may send diagnostic trouble codes to the Hyundai BlueLink Service that result in a dashboard warning light. In some instances, multiple codes may be generated for the same occurrence. There may be a delay before your Vehicle's current diagnostic status is properly presented online and in your monthly health report. You should visit a qualified repair facility for a complete and current diagnostic status of your Vehicle. Hyundai BlueLink Service is authorized to maintain and send diagnostic information to Hyundai dealers. This service is provided to you as a courtesy for your convenience only and the Vehicle owner is responsible for maintaining the Vehicle in accordance with the schedule published in the owner's manual.

H. Daylight Savings Time: Notifications and preferences set up via the customer web portal do not account for daylight savings time. Based on your geographic location you may have to adjust your settings.

I. Default Notifications: We may set default feature notification preferences at the start of your Hyundai BlueLink Service. The email address you provide during enrollment will be used to provide you with relevant automated feature notifications. It is up to you to modify these notification preferences whether by operator, web or mobile app.

J. Hyundai BlueLink App: Hyundai is the provider of the BlueLink App, which permits you to purchase or receive free digital content. Use of the BlueLink App requires Internet access (fees may apply); may require periodic updates, upgrades and enhancements; and may be affected by the performance of these factors. You agree that meeting these requirements, which may change from time to time, is your responsibility. YOU EXPRESSLY AGREE TO THE AUTOMATIC UPDATE, UPGRADE OR ENHANCEMENT TO THE BLUELINK APP YOU DOWNLOAD OR SUBSCRIBE TO AND UNDERSTAND THAT THIS BLUELINK APP COMMUNICATES INFORMATION TO HYUNDAI AS DESCRIBED IN SECTION 10. Hyundai reserves the right to change content options (including eligibility for particular features) without notice. All copyrights in and to the BlueLink App and related software are owned by Hyundai and/or its licensors, who reserve all their rights in law and equity.

K. Wi-Fi: It is your responsibility to ensure any external equipment used to access the BlueLink App is suitable for use with the BlueLink App and is adequately protected against external threats. We cannot guarantee access to any Wi-Fi access point for you to use the BlueLink App or guarantee that service will be available from any Wi-Fi access point.

9. YOUR RESPONSIBILITIES

A. Working System/Registration. The Hyundai BlueLink System in your Vehicle may be active before you buy or lease your Vehicle or press the BlueLink button to begin using the Hyundai BlueLink Service. In that case, we may provide you with Hyundai BlueLink Service and create an account with personal information about you that we receive from Hyundai, unless you call us and tell a Customer Care Agent that you want to cancel your Hyundai BlueLink Service. Any transaction with anyone but us that you carry out using Hyundai BlueLink Service, and any use that you make of any information received from or through any Hyundai BlueLink Service, is entirely your responsibility. You act at your own risk.

B. Passwords/PINs. You promise to be fully responsible for the protection of your password/PINs. Anyone who has access to your password or PINs may be able to access the Hyundai BlueLink Service Features and account, web site, mobile app, in-vehicle apps, and we have no responsibility 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 Hyundai BlueLink Service for your Vehicle.

C. Proper Use of the Services. You are responsible for ensuring safety and compliance with all regulations, ordinances and other laws applicable to your Vehicle. You promise to use Hyundai BlueLink Service emergency and roadside services only for actual emergencies and roadside assistance needs. You promise not to use the Hyundai BlueLink 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 your Hyundai BlueLink Service belongs to us or third parties who provide it through us. It may be covered by one or more copyrights, trademarks, service marks, patents, trade secrets or other legal protections. You promise not to use any content you receive through Hyundai BlueLink Service 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 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 Hyundai BlueLink Service, you also agree to be bound by those additional terms and conditions. Hyundai BlueLink Service customers can access these additional terms and conditions online at myBlueLink.ca, or request a copy by emailing us, calling us or by writing to us.

E. Other Users/Occupants of Your Vehicle. YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF HYUNDAI BLUELINK SERVICE 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 HYUNDAI BLUELINK SERVICE. You promise to educate and inform all users and occupants of your Vehicle about the Hyundai BlueLink Service, system features and limitations and Hyundai's use of such users' and occupants' information as permitted by this Agreement. We have no obligation to inquire about the authority of anyone using your Vehicle. If you, another driver or a passenger of your Vehicle use the Hyundai BlueLink System to commit a crime or for another improper purpose, or if such other driver or occupant of your Vehicle disputes Hyundai's collection and use of information as permitted in this Agreement, 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 such improper use or dispute (as applicable).

10. PRIVACY

A. Information Collected and Used by Us. In providing the Hyundai BlueLink Service to you, we may collect and retain an electronic or other record of certain information about you and/or occupants of your Vehicle including, but not limited to: your contact information (name, address, telephone number, email address, language preference), billing information, your Vehicle's description (including vehicle identification number, make, model, year and date of purchase or lease, and dealers you use), vehicle registration information (including licence plate information), location, speed, direction of travel, time of travel, service data (including fuel level and refills, odometer readings, oil life remaining, and tire pressure), eco-related driving performance data, mechanical condition (including when ignition is turned on and off and diagnostic trouble codes) or incidents involving your Vehicle (including collisions, safety belt usage, direction from which your vehicle was hit and which air bags have been deployed), your search content, usage information relating to BlueLink Apps, information about anyone making a Hyundai BlueLink Service call from your Vehicle or under your account, the date, time and duration of such calls and any Customer Care Agent notes written during such calls. Additional data fields may be created and/or collected as part of the Hyundai BlueLink Service in the future. We do not continuously monitor your vehicle's information such as speed and location. You agree that we may record or monitor your Vehicle's location or other information when (1) the Hyundai BlueLink Service is active in your Vehicle, (2)

your airbag deploys or a severe impact occurs, (3) as permitted by applicable provincial and federal laws, rules and regulations; or (4) in connection with our attempts to communicate with you. Your Vehicle may also be equipped with one or more sensing or diagnostic modules capable of automatically retrieving, recording, transmitting, or storing certain vehicle data, such as diagnostic trouble codes, tire pressure, battery voltage, coolant temperature, eco-related driving performance habits, and service requirements. We use the information we collect from you or occupants of your Vehicle to, among other things, deliver the Hyundai BlueLink Service to you, manage your Hyundai BlueLink Service account, improve occupant and vehicle safety, analysis and research purposes, improve your Hyundai BlueLink Service experience at Hyundai dealers and enhance your overall ownership experience. We have physical, electronic and procedural safeguards in place to reasonably mitigate the loss, misuse, and alteration of the information under our control. We share the information we collect with Service Providers for purposes of providing the Hyundai BlueLink Service and maintaining your account. We may also share information as necessary with third parties for analysis and research purposes. We may also share aggregated and other de-identified data with third parties for their own use. All Service Providers or third parties are contractually obligated to keep your information confidential if it is identifiable to you and use such information only as we specify. We may also disclose information to individuals designated by you to be contacted in an emergency. When required, you agree we may release information, including location data, to comply with the law, in legal proceedings, to respond to subpoenas, summons or other court orders, in cooperation with law enforcement agencies, and to enforce the terms of this Agreement and any agreement related to the lease or financing of your Vehicle. Any data which we collect or which you provide to us which is not identifiable to you, including functionality use, statistics, performance data and quality metrics, shall be owned by us. To improve the customer experience with delivery of location based services, we may collect, use, and share precise location data for POI (Point of Interest) searches initiated via in-vehicle button or display. This location data is collected in a form that does not directly identify you and is solely used by us to provide and improve location-based products and services. (Data collected may include POI search request, date and time, coordinates where search was initiated and results provided by Google, Inc.).

B. Monitoring and Recording. To provide the Hyundai BlueLink services and for quality assurance and training purposes, the Service Providers may monitor and record conversations between their respective service centres and you and your Vehicle's drivers or occupants, as well as any conversations between their service centres and you or other non-drivers or non-occupants contacting the service centres to discuss your account. YOU CONSENT, ON BEHALF OF YOURSELF, ALL DRIVERS AND OCCUPANTS OF YOUR VEHICLE, AND ANYONE ENGAGED IN A CONVERSATION WITH A SERVICE PROVIDER ABOUT YOUR VEHICLE OR YOUR ACCOUNT, TO THE MONITORING AND RECORDING OF ALL CONVERSATIONS BETWEEN THE SERVICE CENTRES AND SUCH PERSONS AND YOU RELEASE HYUNDAI BLUELINK SERVICE FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND LOSSES THAT MAY RESULT FROM ANY SUCH MONITORED AND/OR RECORDED CONVERSATIONS. Call recordings may be shared with Hyundai dealers and other service providers. YOU RELEASE HYUNDAI FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE DISCLOSURE OF INFORMATION UNDER THOSE CIRCUMSTANCES.

C. Your Consent. YOU CONSENT ON BEHALF OF YOU AND DRIVERS AND OCCUPANTS IN YOUR VEHICLE TO WIRELESS CONNECTIONS BEING ESTABLISHED WITH YOUR VEHICLE TO ENABLE OUR SERVICE PROVIDERS TO DELIVER THE HYUNDAI BLUELINK SERVICE TO YOU AND OCCUPANTS IN YOUR VEHICLE. YOU ON BEHALF OF YOU AND DRIVERS AND OCCUPANTS IN YOUR VEHICLE ALSO CONSENT TO THE COLLECTION, DISCLOSURE, STORAGE, RECORDING AND USE OF THE INFORMATION DESCRIBED IN THIS AGREEMENT AND RELEASE HYUNDAI FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE COLLECTION, DISCLOSURE, STORAGE AND USE OF THIS INFORMATION. YOU ALSO AGREE THAT WE MAY CONTACT YOU IN YOUR VEHICLE, BY ELECTRONIC MAIL, OR BY TELEPHONE AT ANY NUMBER WE HAVE ON FILE FOR YOU, AND IN SOME CIRCUMSTANCES, BY PRERECORDED MESSAGE (EVEN IF DOING SO MAY RESULT IN ADDITIONAL TELECOMMUNICATIONS FEES OR CHARGES

TO YOU) TO DISCUSS YOUR ACCOUNT, OFFER UNSOLICITED PROMOTIONS, OR TO DELIVER SERVICES.

D. Your Rights. The Hyundai BlueLink Privacy Notice governs our use and protection of your personal information. We may change this policy at any time. You can access the current policy online at myBlueLink.ca, or request a copy by emailing us, calling us or writing to us. Comments or inquiries about the Hyundai BlueLink Privacy Notice should be directed to 1-844-258-5656. You may review, modify, correct, or update the information you provide us at any time by emailing us, calling us or by writing to us.

11. NO WARRANTIES.

Warranties and conditions are special kinds of promises. Some provinces (including Quebec) do not allow an exclusion of warranties and conditions. If these laws apply to you, you have only those warranties and conditions that are required to be provided to you under applicable law and all other warranties or conditions whether express or implied are disclaimed. IN ALL OTHER PROVINCES: YOUR VEHICLE'S LIMITED WARRANTY does not cover the Hyundai BlueLink Service, 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, WE CANNOT PROMISE UNINTERRUPTED OR PROBLEM-FREE SERVICE, AND CANNOT PROMISE THAT THE DATA OR INFORMATION PROVIDED TO YOU WILL BE ERROR-FREE. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE HYUNDAI BLUELINK SYSTEM, THE HYUNDAI BLUELINK SERVICE, AND ANY DATA AND INFORMATION AND SERVICES PROVIDED THROUGH ANY OF THEM, 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.

12. LIMITATIONS OF LIABILITY.

Some provinces (including Quebec) do not allow an exclusion of liability for certain types of injuries or certain types of damages. If these laws apply to you, you have only those rights that are required to be provided to you under applicable law and all other liabilities and damages are hereby disclaimed. IN ALL OTHER PROVINCES: YOU AND WE ARE EACH WAIVING IMPORTANT RIGHTS.

A. WE ARE NOT LIABLE FOR THE ACTIONS OR INACTIONS OF ANY SERVICE PROVIDER WE CONTACT FOR YOU OR YOUR VEHICLE, OR FOR OUR INABILITY TO CONTACT ANY SERVICE PROVIDER IN ANY PARTICULAR SITUATION.

B. WE ARE NOT LIABLE TO YOU FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR, A DRIVER'S, AN OCCUPANT'S OR YOUR VEHICLE'S USE OF THE HYUNDAI BLUELINK SYSTEM OR THE HYUNDAI BLUELINK SERVICE, OR; (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE HYUNDAI BLUELINK SYSTEM.

C. THE MAXIMUM AGGREGATE LIABILITY OF HYUNDAI BLUELINK SERVICE TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO THE GREATER OF (I) \$500 OR (II) THE TOTAL AMOUNT PAID BY YOU FOR THE PORTION OF THE HYUNDAI BLUELINK SERVICE GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE DATE YOUR CLAIM AROSE. YOU AGREE THAT WE WOULD NOT HAVE AGREED TO PROVIDE THE HYUNDAI BLUELINK SERVICE TO YOU IF YOU DID NOT AGREE TO THIS LIMITATION. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF HYUNDAI AND ANY OTHER THIRD PARTY BENEFICIARIES TO YOU, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY.

D. YOU ARE NOT ENTITLED TO RECOVER (1) PUNITIVE OR EXEMPLARY DAMAGES, (2) CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR (3) LEGAL FEES (EXCEPT IN CONNECTION WITH INDEMNIFICATION CLAIMS AS PROVIDED IN THIS AGREEMENT). YOU AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, ACTUAL, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.

E. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS OF 30 DAYS OR LESS, OR FOR ANY SERVICE INTERRUPTIONS DURING THE 5 YEAR FREE TRIAL PERIOD. TO RECEIVE SERVICE CREDIT FOR INTERRUPTIONS GREATER THAN 30 DAYS OCCURING AFTER THE END OF THE 3 YEAR FREE TRIAL PERIOD (2018 AND 2019 MODEL YEARS THE FREE TRIAL PERIOD IS 5 YEARS), YOU MUST NOTIFY US WITHIN 60 DAYS AFTER THE TIME WHEN THE SERVICE INTERRUPTION STARTED. EXCEPT FOR ANY CREDITS PROVIDED VOLUNTARILY BY US FOR A DROPPED CALL, OR CREDITS FOR INTERRUPTED SERVICE AS DESCRIBED ABOVE, NO ONE IS LIABLE TO YOU FOR DROPPED CALLS OR INTERRUPTED SERVICE, OR FOR PROBLEMS CAUSED BY OR CONTRIBUTED TO BY YOU, BY ANY THIRD PARTY, BY BUILDINGS, HILLS, TUNNELS, NETWORK CONGESTION, WEATHER, OR ANY OTHER THINGS WE ARE UNABLE TO CONTROL.

F. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, YOU AGREE TO EXCUSE ANY NON-PERFORMANCE BY US CAUSED IN WHOLE OR IN PART BY AN ACT OR OMISSION OF A THIRD PARTY, OR BY ANY EQUIPMENT FAILURE, ACT OF GOD, NATURAL DISASTER, STRIKE, EQUIPMENT OR FACILITY SHORTAGE, OR OTHER CAUSES BEYOND OUR CONTROL.

G. IF ANOTHER WIRELESS SERVICE PROVIDER IS INVOLVED IN ANY PROBLEM (FOR EXAMPLE, BECAUSE OF ROAMING), YOU ALSO AGREE TO ANY LIMITATIONS OF LIABILITY THAT IT IMPOSES ON ITS CUSTOMERS.

H. YOU AGREE THAT WE ARE NOT LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN DATA OR INFORMATION TRANSMITTED THROUGH THE HYUNDAI BLUELINK SYSTEM.

I. You agree that the limitations of liability and indemnities in this Agreement will survive even after the Agreement has ended. These limitations of liability apply not only to you, but to anyone using your Vehicle, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, heirs, representatives, trustees, executors, successors or others arising out of or relating to your Hyundai BlueLink Service, or Hyundai BlueLink System.

13. YOUR INSURANCE OBLIGATIONS.

The services we provide are intended as a convenience. The payments you make for the Hyundai BlueLink Service are not related to the value of your Vehicle or any property in it, or the cost of any injury to or damages suffered by you or anyone else as a result of the operation of your Vehicle. We are not an insurance company. You promise you will obtain and maintain appropriate insurance covering personal injury, loss of property, and other risks. FOR YOURSELF AND FOR ANYONE ELSE CLAIMING UNDER YOU, YOU HEREBY RELEASE AND DISCHARGE US FROM AND AGAINST ALL HAZARDS COVERED BY THIS COVENANT TO INSURE. NO INSURANCE COMPANY OR INSURER WILL HAVE ANY RIGHT OF SUBROGATION AGAINST US.

14. YOUR RESPONSIBILITY FOR ANY THIRD PARTIES' CLAIMS.

IN ORDER TO RECEIVE HYUNDAI BLUELINK SERVICE, YOU AGREE THAT YOU WILL INDEMNIFY, DEFEND AND HOLD US AND THE VENDORS DEFINED ABOVE HARMLESS FROM AND AGAINST ANY AND ALL AMOUNTS ANYONE ELSE CLAIMS, PLUS ANY AND ALL COSTS AND EXPENSES WE

AND THE VENDORS MAY INCUR (INCLUDING LEGAL FEES), RESULTING FROM ANY CLAIM, DEMAND OR ACTION, REGARDLESS OF THE NATURE OF THE CAUSE OF THE CLAIM, DEMAND, OR ACTION, ALLEGING LOSS, COSTS, EXPENSES, DAMAGES, OR INJURIES (INCLUDING INJURIES RESULTING IN DEATH) ARISING OUT OF OR IN CONNECTION WITH (1) THE ACTIVITIES CONTEMPLATED BY THIS AGREEMENT, WHETHER BROUGHT BY YOU, THE OCCUPANTS OF YOUR VEHICLE, YOUR EMPLOYEES, OR THIRD PARTIES, EVEN IF DUE TO THE SOLE NEGLIGENCE OF HYUNDAI OR ANY OF THE SERVICE PROVIDERS; (2) THE USE OR POSSESSION OF DATA OR INFORMATION PROVIDED IN CONNECTION WITH HYUNDAI BLUELINK SERVICE; (3) CLAIMS FOR LIBEL, SLANDER, OR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, ARISING OUT OF OR RELATED IN ANY WAY DIRECTLY OR INDIRECTLY TO THIS AGREEMENT; OR (4) THE USE, FAILURE TO USE, OR INABILITY TO USE HYUNDAI BLUELINK SERVICE, EXCEPT WHERE THE CLAIMS RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF HYUNDAI OR ANY OF THE SERVICE PROVIDERS. IN ADDITION, IF YOU HAVE AUTHORIZED US TO CHARGE AMOUNTS DUE AGAINST YOUR CREDIT, DEBIT OR BANK CARD ACCOUNT OR OTHER SIMILAR ACCOUNT BY GIVING US A CARD OR ACCOUNT NUMBER, THEN YOUR AGREEMENT IN THIS SECTION EXTENDS TO CLAIMS, EXPENSES, LIABILITIES, OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH USE OR OWNERSHIP OF THE CREDIT OR DEBIT CARD ACCOUNT, OR OTHER SIMILAR PAYMENT ACCOUNT, OR FROM THE ISSUER'S REFUSAL TO PAY AMOUNTS CHARGED TO SUCH ACCOUNT.

15. RESOLVING DISPUTES.

A. Governing Law. To the fullest extent permitted by law and except as explicitly provided otherwise, this Agreement and any disputes arising out of or relating to it will be governed by the laws of the province of Ontario and the laws of Canada applicable therein, without regard to conflict of law principles. Any action or proceeding arising out of or related to this Agreement shall be brought only in the courts of such jurisdiction.

B. Time Limits. EXCEPT WHERE PROHIBITED BY LAW, YOU ARE NOT ALLOWED TO BRING ANY CLAIM AGAINST HYUNDAI BLUELINK SERVICE (OR ANY OTHER THIRD PARTY BENEFICIARY) MORE THAN ONE YEAR AFTER THE CLAIM ARISES.

16. GENERAL LEGAL INFORMATION.

A. Communicating with Each Other. ANY WRITTEN NOTICE FROM YOU REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE RECEIVE IT AT OUR EMAIL ADDRESS PROVIDED IN THE INTRODUCTION OF THIS AGREEMENT. ANY WRITTEN NOTICE FROM US REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE SEND IT BY EMAIL TO ANY EMAIL ADDRESS YOU HAVE 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 at any telephone number we have on file for you or when you call us at 1-844-258-5656. To review the Hyundai BlueLink Privacy Notice, the current version of these Terms and Conditions, and other information, you can also visit myBlueLink.ca.

B. Others Covered by this Agreement. EACH OF THE PERSONS/ENTITIES LISTED IN THE INTRODUCTION OF THESE TERMS AND CONDITIONS IS BOUND BY THIS AGREEMENT. YOU AGREE THAT YOU WILL MAKE ALL OF THE OCCUPANTS OF YOUR VEHICLE, WHETHER PASSENGERS, GUESTS OR DRIVERS OF YOUR VEHICLE, AWARE OF OUR RIGHTS AND SUBJECT TO THE LIMITATIONS OF THIS AGREEMENT.

C. Our Relationship. Despite anything else this Agreement says, this Agreement 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. We can assign this Agreement or your obligations to pay under it in whole or in part to anyone we choose. You cannot assign this Agreement or your obligations to anyone else without our prior written consent and any attempted assignment in violation of this provision shall be void.

E. Final Provisions. This Agreement (which includes, without limitation, these Terms and Conditions and any other Hyundai BlueLink Service 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 Hyundai BlueLink Services. In the event of a conflict between any provision contained in these Terms and Conditions and any provision of any other Hyundai BlueLink Service document incorporated herein, the provision contained in these Terms and Conditions shall take precedence, and no additional or different terms shall be binding on either of us unless mutually agreed to in writing. This Agreement will not be presumptively construed for or against either party. Section titles contained herein are for convenience only. If any part of this Agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable. Even after this Agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it has been replaced by a new agreement between you and us). It will also be binding on your heirs, representatives, trustees, executors and successors and on our successors and assigns. No waiver of any part of this Agreement, 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.