

MY HYUNDAI - TERMS AND CONDITIONS

Welcome to **My Hyundai**, a unified Customer Application for Products, services, benefits, features, etc. from Hyundai Motor India Ltd ("Hyundai", "we", "us" or "our"). Thank you for choosing the My Hyundai Application of Hyundai. These Terms and Conditions are the agreement between us regarding use of the Application by you to access to interactive features, digital services, etc, some of which may be provided by third parties and may utilize data collected from you or your Vehicle (referred to herein as "**Application**").

This agreement is an electronic record under Information Technology Act, 2000 and rules made thereunder as applicable and the amended or re-enacted provisions pertaining to electronic records in various statutes under applicable Indian laws. This electronic record is generated by a computer system and does not require any physical or digital signatures.

Please read the terms and conditions set out herein with respect to the usage of this Application through your Smartphone or Tablet or other Devices (**Device**). The features or services availability and/or performance may vary depending on status of Member, Vehicle type or model or on your Device viz., operating software, service carrier, any user modifications, etc.

If you download, activate, register, receive, use, accept or otherwise access the Application, 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, Privacy Policy and all other terms and conditions that govern Hyundai Website(s), as may be amended from time to time (collectively, the "**Terms of Use**") and they will continue to apply every time you use/access the Application. 'Acceptance' shall mean User's affirmative action in clicking on 'check box' and /or on the Login button' and/or any affirmative action as provided on the registration page or using or accessing the Application as specified in Clause 2 (Registration) below. 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 Application.

1. Definitions

In these Terms and Conditions, the terms shall be defined as follows:

- a. "**Application**" shall mean the MyHyundai Application including any update, upgrade and enhancement.
- b. "**Bluelink**" is a connected car solution that allows Customer to connect to Bluelink System enabled Car from the Device
- c. "**Car**" means any models of Vehicles manufactured, imported, marketed or sold by Hyundai through the authorised Dealership or directly by Hyundai to Prospects/Customers.
- d. "**EV charge**" or "**Charging Management**" means a section which enables Prospect or Customer to locate/find charging Stations for Electric Vehicles, book slots, make payment, etc.
- e. "**Click to Buy**" or "**CTB**" means an online sales platform where a Prospect or Customer can book a car, apply for loan for buying Car, make payment, etc.
- f. "**Customer**" means any Individual / Firm / Proprietorship / Company etc. who intend to purchase or is interested in booking Car with a Dealership or Hyundai through online/website or purchase or lease a Vehicle or avail Service, features, etc.
- g. "**Dealership**" means any person or entity engaged by Hyundai for sale and/or service of the Car(s) manufactured and marketed by Hyundai.
- h. "**Guest**" or "**Visitor**" means a person or entity who access/ visit the Application on one or more occasions and get basic/default set of features or privileges, until they become Prospects or Customers
- i. "**Service**" is a section that provides all forms of service support in relation to booking service, repair status, paying service repair bill, buying extended warranty, locating dealers etc.
- j. "**Member**" means a Guest/Visitor or Prospect or Customer, who is at least 18 years of age or is competent to enter within the meaning of Indian Contract Act, 1872 and possess the legal authority,

visits or registers by accepting the 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 Application.

- k. **“Merchant”** means an entity which provides Payment Gateway Facility to Hyundai or the Dealership through the Application or the Links to enable Prospects or Customers to make payment through online
- l. **“Member Offers”** or **“Member Privileges”** is inter-alia host API Interface/Link or display of offers and/or products/services in respect of mobility, shopping, fitness, entertainment, etc. extended by Hyundai or Third Parties to the Customers
- m. **“Payment Gateway”** is an online digital payments’ service provided by a Merchant(s) engaged by Hyundai, to make and receive payments from Prospect/Customer.
- n. **“Prospect”** means an Individual / Firm / Proprietorship / Company etc. who intend to purchase or is interested in booking Car with a Dealership or Hyundai through online/website or avail certain/limited Service/benefits.
- o. **“Service Bills”** means the Invoice raised by a Dealership for repair/service of Customer’s Car
- p. **“Service Provider”** means an Agency or third party (include any person, company, Merchant or entity) engaged by Hyundai for providing any information, communication, individual services, service, payment gateway facility, equipment, or facilities, 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).
- q. **“Wireless Carrier”** shall be deemed to refer to any wireless communication (network, internet, etc.) provider and their affiliates, successors providing wireless communication network to you.
- r. **“Website”** means www.hyundai.com/in/en and/or www.Clicktobuy.hyundai.co.in or other Website(s)/ Application(s) which provides a Prospect/Customer to perform activities or avail services, benefits, etc.
- s. **“You” and “Your”** shall refer to and binding upon Guest/Visitor, Prospect or Customer.

2. Registration

- a. A Guest/Visitor can visit/log-in without any sign-up or registration and however, will get limited/restricted access to select features in the Application.
- b. New Users need to sign up first with Google or shall follow the registration process specified in the Application for log-in. Prospect will get limited/restricted access to select features or benefits in the Application. If a Prospect becomes Customer, he or she has to do Ownership verification (Car VIN).
- c. The Members who already use the current CTB and/or MMP Applications can log-into the Application by using their existing User ID and Password. For new Customers opting to register on the Application, they can, either use their existing User ID and password registered with Google or shall follow the registration process specified in the Application for log-in.

Hyundai will set Member classification, qualification, criteria etc. and may limit the access or use of the Application.

3. Limit to Members:

The Application can be viewed anywhere in the world but is intended for use only in India. Hyundai Cars described in the Application relate only to Indian specifications and the promotions, programs, services etc. described in the Application are available/offered only for the citizens residing in India and all pricing information referred to in the Application is in Indian currency.

4. Conditions of Use:

You understand, acknowledge and agree that:

- a. you will only use the Application, currently made available to you free of charge, solely and exclusively for your own personal, private, non-commercial use on registered Device belonging to you;

- b. You agree and understand that Hyundai or a Service Provider may collect subscription fee or payment from you for availing some features or benefits in the Application
- c. The terms of agreement with your respective Wireless Carrier will continue to apply when using the Application and Mobile Provider may charge to access to network connection for accessing the Application or any such third party charges as may arise. You accept responsibility for any such charges that arise.
- d. you will at all times comply with (and your use of the Application will at all times be in compliance with) the Terms and Conditions, all applicable laws, rules and regulations, and you will not or allow any other party to use the Application for or in connection with any illegal purpose or activity.
- e. use of the Application is at your own risk and you are solely responsible for the use of any data, information or services obtained through the use of the Application.

5. Licence:

You are hereby granted a limited, non-exclusive, non-transferable, non-assignable, royalty free license to view, access and use the Application (which shall include contents from Hyundai, our licensors, Service Providers and other third parties, future updates made available to you from time to time, provided you understand that such updates may be subject to additional terms in respect of which you will be notified at the time such update is made available) from your mobile device, in accordance with these terms.

You will not:

- a. alter, modify, adapt or translate the whole or any part of the Application, or any other computer software made accessible to you or otherwise and use or perform maintenance on the Application,
- b. copy, reproduce, distribute, duplicate, compile, disseminate, reverse engineer, disassemble, decompile, transfer, exchange disable any features, or otherwise derive source code for the Application, or any component/contents of the Application whatsoever, in whole or in part;
- c. merging the Application or any component thereof into any other programs or create derivative works based on any component of the Application;
- d. use the Application in whole or in part or any confidential information relating thereto to create software that is functionally equivalent to the Application or any part thereof or commercially;
- e. license, sublicense, sell, disseminate, broadcast, transmit, or otherwise distribute the Application in any form or by any means, or otherwise transfer, assign, manipulate, or grant any rights of use or any other rights in respect of the Application or any part thereof, or the information contained therein, to any other party;
- f. remove or tamper with any proprietary notices or labels, including copyright notices or data source attributions, attached to or contained within the Application;
- g. use the Application in any way that may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm or injury to any person;
- h. cause damage to any of the websites, servers, systems or equipment used in the provision of the Application and you may not access or attempt to access any user data or to penetrate any of the security measures relating to the Application; and will in all cases indemnify and hold harmless Hyundai, Service Providers, Licensors etc. from any and all Claims in respect thereof.
- i. Use any robot, spider, other automatic device or manual process to monitor or copy our webpages or the contents contained herein.
- j. give false facts when registering or applying for or changing a service use, using another member's ID and password illegally, using someone else's name or to perform text message(SMS) authentication, general purpose public authentication or credit card authentication without the permission of the person in the name;

- k. Defaming or disparaging remarks/posting or Behaviors posing as others and falsely specifying relationships with others or harassing other Members or Hyundai & the Service Providers such as stalking
- l. collecting, storing and disclosing personal information of other members or circulating false information to oneself or others or causing damage to others or Hyundai
- m. posting or transmitting any unlawful, threatening, abusive, libellous, defamatory, obscene, offensive, indecent, pornographic, profane, or otherwise objectionable information of any kind (including computer programs), including without limitation any transmissions constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national laws;

6. Shopping:

Some sites or links in the Application may offer e-commerce opportunities or options to purchase products or services or benefits either from Hyundai or from a third party. Neither Hyundai nor third parties guarantee that all orders will be fulfilled. Online Booking facility for Products and/or Services is optional and you can book for Products and/or Services directly through Dealership or third parties.

7. Payments:

Hyundai and/or its business partners, Service Providers or third parties reserve the right, in their sole discretion, to establish acceptable payment methods and/or Payment Gateway, requiring payment for products or Services, Offers, etc, including via Application. You are solely responsible for charges owed for all goods and services booked and/or purchased through the Application/Website or Payment Gateway, including, but not limited to, applicable taxes, shipping charges, insurance, and any other costs. If you are making online payments of any kind, you represent and warrant that (a) any credit card, debit card and bank account information you supply is true, correct and complete, (b) the card was issued in your name and charges incurred by you will be honored by your credit/debit card company or bank. Furthermore, you agree and authorize us to: (i) submit a transaction using the card or financial information provided, (ii) in the case of automatic recurring transactions, submit a transaction on a recurring basis (e.g., monthly or annual basis) for renewals, (iii) if necessary, bill you, in a prorated manner (as required), in accordance with the particular fee terms for the product or service you are purchasing or enrolling in, and (iv) if necessary (and applicable) bill your wireless carrier via a mobile application if you authorize us to do so. You may cancel your services for ongoing transactions/services at any time by calling customer care or by using any other method specified on the Application/Website.

8. Member Offers or Member Privileges

Member Offers or Member Privileges carry host of API Interface/Link or display of offers and/or products/services extended by Hyundai or Third Parties to the Customers of Application. Hyundai is not selling/rendering any of the Products/Services of Partners/third parties. All the offers are sponsored by the third parties and Hyundai is in no way involved in these offers. Terms & Conditions of the respective Partners/third parties shall apply to the Products/Services and Offers. Hyundai does not act as express or implied agent of the third parties of the Offers/Products/Services vis-a-vis the Customers. Hyundai not earns any fee by hosting the API Interface/Link or displaying Offers/ Products/Services of third parties.

Any Information on the Application (or the section thereof to which you will be directed) whether about the Products/Services or Offers of Third Parties being offered have not been verified by Hyundai. Hyundai shall not be liable or responsible for any such information. Hyundai will not bear any obligation or liability if a Customer purchases/avails of a Product/Service under an offer. If you choose to avail of the purchase/avail of a Product/Service, Hyundai will neither be a party to nor in any manner concerned with such purchase/availment nor be liable or responsible for any act or omission of the Third Party or the Customer. Hyundai is neither guaranteeing nor making any representation with respect to the offers or products/services made by the third parties and Hyundai is not responsible for sale/quality/features of the Products/Services by them. Online facility for Products and/or Services is optional and the Products/Services offered by Third Parties or Hyundai may be available in other modes. Any concerns,

queries or complaints regarding Products/Services or resources will be addressed by the respective Third Party only. Third Party(ies) shall at their sole discretion change the Products/Services and Offers that may be offered on the Application/Website, periodically.

9. SERVICE:

Service provides all forms of service related support such as service management, repair status, paying service repair bill, buying extended warranty, locating dealers etc. Further, Customer can make payment for repair bill, through the payment gateway to the Dealership.

- a. For online payment, the Customer is required to pay the amount specified in the Invoice/Bill raised by the Dealership at the time of taking delivery of Car. The Payment is to be made online by using valid Credit Card/Debit Card or netbanking through NEFT/RTGS or IMPS, payable in favour of the Dealership.
- b. Acceptance of online payment is taken on behalf of the Dealership by a Merchant.
- c. Hyundai is only a facilitator in the transaction and has suitably made the Application/ Website available for online payment and transfer of amount from Customer account to the Dealership. Hyundai will not be responsible for any charges imposed and action taken by the Merchant arising out of online payment of Service Bills. In the event, the Customer suffers any kind of loss or damage arising out of the payment transaction made by the Customer on the Application/ website, Hyundai shall not be responsible for the same and the Customer will have recourse to claim damages only from the Dealership/Merchant.
- d. The Payment made by the Customer for online payment of service bills of Car through Payment Gateway is subject to the terms and conditions as provided by the Merchant. HYUNDAI or its Dealership shall not be responsible for payment issues made in respect of online payment through the Payment Gateway.
- e. The transactions and all other commercial terms such as payment, delivery of Car etc., shall be as per the bipartite contractual obligations agreed between the Customer and the concerned Dealership only and the payment gateway facility is arranged just to facilitate the completion of online payment transaction smooth and speedy. Use of the Payment Gateway facility shall not render Hyundai / Dealership liable or responsible for the non-delivery, non-receipt, non-payment, damage, breach of representations and warranties, or fraud as regards the products and /or services.
- f. The payment amount remitted by the Customer will be realised and transferred to the respective Dealership's account, on making online payment.
- g. The Customer authorizes the Merchant to collect, process, facilitate and remit payments and/or the transaction electronically in respect of transactions through Payment Gateway Facility. The Customer understands, accepts and agrees that the Payment Gateway facility provided by Hyundai is neither a banking nor financial service but is merely a facilitator providing an electronic, automated online electronic payment, for the transactions on Application/Website using the existing authorized banking infrastructure and Payment Gateway networks. By providing Payment Gateway facility, Hyundai is neither acting as trustee nor acting in a fiduciary capacity with respect to the transaction or the online payment of Service Bills.
- h. The Processing fees for the online payment made by the Customer will be borne by the Dealership, only in case where the online payment is getting converted into a successful transaction.
- i. Hyundai reserves the right to restrict the number of online payments which a Customer can make through the Credit/Debit/ Card / Bank Account/ or any other financial instrument and accordingly reserve its right to reject an online payment made by a Customer, without assigning any reasons.
- j. Hyundai reserves the right to reject without assigning any reason, an online payment made by a Customer having prior history of questionable charges including without limitation breach of any agreements by Customer with Hyundai/ Dealership or breach/violation of any law or any charges imposed by Issuing Bank or breach of any policy.
- k. Hyundai may delay the notification of payment confirmation to Dealership, if Hyundai deems suspicious or for Customers conducting high transaction volumes to ensure safety of the Transaction. In addition, Hyundai may hold the transaction and may not inform Dealership or remit amount to law enforcement

officials (instead of refunding the same to Customer) at the request of law enforcement officials or in the event the Customer is engaged in any form of illegal activity.

- l. The Customer acknowledges that Hyundai will not be liable for any damages, interests or claims etc. resulting from not processing a Transaction or any delay in processing a Transaction which is beyond control of Hyundai.
- m. After online payment transaction, the system will generate a transaction Reference Number, acknowledging the receipt of payment towards the service of Car through online. The Customer shall use the Reference Number for all future communication with the Dealership and produce the copy of receipt showing the Reference Number as and when required by the Dealership. However, this Acknowledgement shall not be treated as acceptance of payment by dealership.
- n. The Customer shall pay the full amount to the Dealership for servicing of the car. Thereupon, after successful payment transaction, the Dealership shall deliver the Car.
- o. The Delivery of Car by the Dealership shall be made after realization of full payment on the Bank account of the Dealership.
- p. Hyundai /or its Dealer shall incur no liability if the Customer is unable to complete any payment initiated because of (i) Customer account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of Customer account; (ii) any malfunction before executing transaction; (iii) incorrect payment account information or name, phone number etc. (iv) force majeure events
- q. If any online payment amount and other amount paid by the Customer to the Dealership towards the service of the Car, Accessories or statutory requirement, then the Customer has to claim the said amount from the Dealership and no communication through online shall be made in this regard.
- r. Any refunds will be made by the Dealership to the concern account/card used by the Customer for making online payment only.
- s. The online payment is not compulsory, but only optional and voluntary for the interested customers and Customer can make payment for service of Cars directly at Dealership as well.
- t. Hyundai or Dealership would not be responsible for delay, loss or non-receipt of communication by the Customer due to incorrect address or contact details, given Online or any other form of submission not contemplated herein or otherwise.
- u. Hyundai, their Directors, Employees, Dealers, Consultants, assume no liability whatsoever under any circumstances whatsoever for any direct or indirect loss or damage arising from a Customer making payment for Service Bills through the Website/Application of Hyundai.
- v. Customer further understands that the terms and conditions of service of the Car is exclusively between Customer and Dealership only and that Hyundai, which is operating with the Dealership concerned on principal to principal basis relationship, is not bound by any such terms in any manner whatsoever, except in cases where the selected dealership is the showroom owned by Hyundai.

10. Click To Buy:

If a Prospect or Customer selects or elects CTB, it will redirect to the CTB Website and will be governed by terms specified in Clause 13 (b) below.

11. Bluelink

If a Customer selects or clicks Bluelink, it will redirect to the Bluelink Application and will be governed by the terms specified in Clause 13 (b) below.

12. EV charge or Charging Management:

If a Prospect or Customer selects or elects CMS, it will redirect to the CMS Site of third party/ service provider and will be governed by the terms specified in Clause 13 (a) below.

13. LINKS TO THIRD PARTY SITES:

- a. To the extent that the Application may contain links to advertisement banners, information, resources, etc. offered by third parties, Hyundai does not control the availability and content of those outside services and resources. Hyundai provides these links only as a convenience and Hyundai's hyperlinking and inclusion of such third party Application/websites does not imply Hyundai's endorsement of the materials on such third party Applications/Websites or any association with them. Please thoroughly read the terms & conditions, Terms of Service/Use of those third party Applications/websites.
- b. The Application may link to other Hyundai Applications/Websites and such Hyundai Applications/Websites may have separate terms and conditions, Privacy Policy which are in addition to these terms and conditions. In the event of a conflict between this Application and such other Hyundai Applications/Websites, the terms and conditions of such Hyundai Applications/Websites will prevail over the Terms and Conditions of the Application only to the extent of any inconsistency.

14. ACCESS

You are solely responsible and for all information entered through or electronically transmitted to us through the Application using your sign-on password, and/or access code, and you accept that all such data transmissions are undertaken at your own risk. By using the login service, you authorize Hyundai and or third parties to access and/or retrieve information requested by you. Each time you enter your account login information, you are permitting Hyundai to process your request and use information submitted by you to accomplish the foregoing. You shall not use any other party's User id and password for any purpose whatsoever without proper authorization from such party. You are fully responsible for maintaining the confidentiality/protection of your password and account and for all activities that occur using your account or password. Hyundai will not be liable for any loss or damages or inconvenience that you may incur as a result of someone using your password or account access the Application and account, either with or without your knowledge. 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 Car.

15. AVAILABILITY

- a. This Application is available to a compatible device viz., Apple iOS devices running 11 & above and Android Operating System devices running Android 7 & above, with internet access. The version of the Application may be upgraded from time to time to add support for new functions and services. However, you acknowledge the Application is provided over the internet and mobile networks and so the quality and availability of the Application may be affected by the performance of and any outages on mobile device networks or when you are not in an area of mobile coverage or other factors outside Hyundai's reasonable control or any third party, and neither Hyundai nor any third party will be liable therefor.
- b.
 - a. Hyundai and Service Provider/third party, do not accept any responsibility whatsoever for unavailability of the Application, or any difficulty or inability to download or access content or any other communication system failure which may result in the Application being unavailable.
 - b. Hyundai will not be responsible for any support or maintenance for the Application.

16. MATERIALS PROVIDED OR POSTED:

By providing your materials (including feedback and suggestions) to Hyundai by your use of the Application or its associated services (hereinafter called "Materials"), you hereby grant Hyundai permission to use it at free of cost in connection with its businesses including, without limitation, the rights to copy, distribute, transmit, publicly display, reproduce, edit, translate and reformat the Materials and to publish your name in connection with your Materials.

17. 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. Changes, upgrade and enhancement to the Software may affect or erase data if any stored in your Application or your Device. We are not responsible for loss of any such data.

18. PROPRIETARY RIGHTS AND LICENCE

All ownership, rights, title, interest, database rights and other intellectual property rights of any nature in the Application (includes Links, Websites any update, upgrade & enhancement) including but not limited to the underlying software code, information, data, text, software, music, designs, icons, audio clips, video clips, animation, sound, recordings, photographs, images, pictures, graphics, messages, tags, animations, contents, other materials and other Services (collectively “**Contents**”) and all trade names and any and all copyright, patents, trademarks, and service marks, trade dress, designs and/or other intellectual properties relating thereto, are and shall remain the property of Hyundai and/or its licensors/third parties or Service Providers who reserve the rights in law and equity and are protected by copyright and other intellectual property laws and nothing herein shall be construed as granting any rights therein to you. You acquire no right, title or interest whatsoever in or to the Application, as either of them exist now or in the future.

All intellectual property rights owned by third parties in any API Interface/Link/ Information provided by third parties in or through the Application shall at all times remain the property of such third parties. Your use of such Information is subject to the terms and conditions of each applicable third party. Hyundai accepts no liability for any Information provided by third parties and makes no representations or warranties that such Information will be accurate or timely.

19. DISCLAIMER OF WARRANTIES

The Application is provided “as is” and “as available”. To the fullest extent permissible pursuant to applicable laws, Hyundai disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. Without limiting the generality of the foregoing, any and all warranties of merchantability, fitness for a particular purpose, suitability, reliability, accuracy, performance, compatibility or non-infringement, or that the Application will be free from defects, errors, viruses, worms or harmful programs, or be of a satisfactory quality, are hereby expressly disclaimed or that access to the Application will be uninterrupted or error-free.

Neither Hyundai nor any third party provider makes any warranty, representation or guarantee as to the accessibility, reliability, communication links, accuracy, truth, timeliness, or completeness of any Information or data furnished through the Application. Hyundai assumes no liability or responsibility for any errors, defects, problems, or mistakes or omissions or inaccuracies in the contents of the Application or data or information transmitted through the Application, etc. or for any damage or alteration to your Device, Equipment, including but not limited to computer, handset device or mobile, telephone, etc. as a result of downloading or using the Application and the features or any loss howsoever caused in connection with using the Application.

20. TERMINATION

- a. If a Member intends to terminate the use of the Application, he or she shall call the Customer Care Centre or any other method designated by Hyundai. You promise to notify (i) us promptly, if you sell your Car or it is destroyed, so that we can update our Systems and (ii) the purchaser that the new owner should enroll from the Application and complete the new owner profile
- b. Hyundai may terminate/cancel the Application without cause by giving 30 days’ prior notice after which your account will be deactivated.
- c. The Company may terminate the service/feature immediately without prior notice or suspend the use of Application if the Member fails to fulfill the member’s obligations set forth in this Terms and Conditions or breach the Terms and Conditions herein.
- d. If a Member do not log-in for 6 months after the last log-in, Hyundai may notify by email/SMS to the Member and that if a Member do no log-in within 30 days of notification, Hyundai will have the right to cancel/ terminate the use of Application. If a Member replies/requests, Hyundai may resume the use of Application by the Member. However, for Members who have more than one individual

service/benefits subscription through the Application, they are deemed to use the Application even though there is no log-in record during the period.

In the event of termination/cancellation or suspension as stated above, Hyundai will retain information of Member for the purpose of legal compliances.

21. FORCE MAJEURE

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.

Further, Application is only available in the geographic coverage area of Wireless Carrier, as amended from time to time and the availability of Application or features in the Application may be interrupted, delayed, unavailable, not delivered and/or inaccurate from time to time due to a variety of factors, including technical reasons, network problem of the Wireless Carrier, for planned or unplanned maintenance or downtime, for editorial amendments or for any other reasons. Not all interactive features/digital services are available through the Application everywhere, if your Device does not support, particularly in remote or enclosed areas, at all times. Application 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 Application. Hyundai will use reasonable efforts to make the Application available at all times.

In addition to the limitations mentioned above as to the availability of Application, you agree that performance of Application or Service and/or functionality or availability of Application 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, epidemic, pandemic, 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 services or in performing of obligations, consequent to such Force Majeure events

22. LIMITATIONS OF LIABILITY

a. In no event Hyundai and/or its Service Providers or their officers, directors, employees, representatives, successors and assigns be liable for any loss or damage, direct, indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of 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 or your use or inability to use or access or inability to access to the Service, contents, information etc. or Application or corruption/loss of Data, failure to transmit or receive any Data, 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.

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.

b. You agree that the limitations of liability and indemnities in these Terms and Conditions will survive even after termination of the Application or features/benefits. The limitations of liability apply not only to you, but to anyone using your Device or Car or Application, 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 Application, BlueLink System, etc.

23. INDEMNITY

You agree to indemnify and hold harmless HYUNDAI, its parent companies, subsidiaries, affiliates, officers, directors, agents, employees, co-branders or other partners, and suppliers, from any claim, demand, action, or damage, including reasonable attorney's fees, made by any third party due to, arising out of or related to your use of the Website, your violation of the Terms & Conditions, any right of another, your connection to the Website.

24. 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 HYUNDAI. 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 HYUNDAI (or any other third party beneficiary) more than one year after the claim arises.

25. GENERAL

- a. **Notice.** 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. If you have any questions or queries or grievances in relation to Application, please send mail at crsales@hmil.net or crservice@hmil.net or call us at 1800114645 or 9873564645.
- b. (
- 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 between the Member and Hyundai. Hyundai shall not be liable for any representation, act or omission of the Member.
- 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. HYUNDAI 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.** Hyundai reserves the right to modify or alter or change the contents of the Application, terms, conditions or remove any of the Products, promotions, services, offers, feature(s) etc. without prior notice, simply by posting such change on the Application. It is strongly recommended to regularly check the Application or Website or contact Dealership before making any decision. Any such change will be effective immediately upon Member continue to use the Application. These Terms and Conditions and any other documents incorporated herein by reference) shall be read in conjunction with the Terms of Use and Privacy Policy as available on the Website and is the entire agreement between you and us. In the event of a conflict between any provision contained in these Terms and Conditions and any provision of any other document incorporated herein or the Terms of Use and Privacy Policy of the Website, 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. It supersedes all other agreements or representations, oral or written, between us, past or present. 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 Application 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.

PRIVACY POLICY

PRIVACY POLICY

Hyundai Motor India Ltd (HYUNDAI, “we”, “us” or “our”) respects and recognizes the privacy and security of the visitors, users & Members to the Website and appreciate that your personal information is very important. Our goal is to provide you with a personalized Internet experience that delivers the information, resources and services that are most relevant and helpful to you. In order to achieve this goal, we may collect information during your visits to understand what differentiates you from each of our millions of other users. In order to demonstrate our commitment to your privacy, we have prepared this Privacy Policy.

This Privacy Policy explains what personally identifiable information of yours is collected, sets out key information regarding our collection, use, process, disclosure and storage of your personal information, how and when we might use your information, how we protect your information, who has access to your information, and of your ability to access and correct it. In order to fully understand your rights, we encourage you to read this Privacy Policy. HYUNDAI reserves the right at any time and without notice to change this Privacy Policy simply by posting such change on the Application/Website. Any such change will be effective immediately upon posting. Continued usage of the Application following changes to these terms will mean that you accept these changes. Please check our Privacy Policy regularly for updates.

This Application may contain links to other sites; HYUNDAI is not responsible for the privacy practices or the content of such websites.

1. What information does HYUNDAI gather /track and holds about you?

HYUNDAI collects from or about you or require you to furnish when you register or visit and/or choose the Products, Services, Promotions, Offers, etc. available in this Application, your personally identifiable Information, Vehicle Information, Demographic Information or Behavioural/Usage Information as detailed below (hereinafter collectively “Information”) and holds, depends on the circumstances in which the information is collected.

- a. We may collect information about your contact details (including your name, date of birth, address, email address, phone, mobile numbers and social media handles) and demographic information about your age, gender, marital status and profession/occupation. Further, we may collect copies of PAN Card, Aadhar Card, etc. if any voluntarily submitted/uploaded by you in the Application.
- b. We may require other information from you, such as a copy of your driver's license if you participate in a test drive or your financial information if you are seeking or obtain finance for the purchase of a Car.
- c. We may collect information about your Car, including its number plate and vehicle identification number (VIN), insurance duration, mileage covered, etc. and unique identifiers (like your password)
- d. We may also collect answers you provide to questions we ask and other information relating to your dealings with HYUNDAI or HYUNDAI dealers.
- e. If you register/use our Application, we may also collect information (some of which may be personal information about you), including:
 - i. the number of trips and distances that you have driven; places visits,
 - ii. the location of your Car, including historical locations;
 - iii. Vehicle diagnostic information, such as tyre pressure, amount of fuel in the tank and engine information etc.;
 - iv. vehicle driving information, such as speed, mileage, braking and acceleration information etc.; and
 - v. mobile phone information such as number, model, operating system and personal location data where you have activated location services on your mobile device.
- f. If you request or receive roadside assistance services, we may collect information about where (e.g, location) and when (viz., date, time) you requested roadside assistance services and the assistance service that is required.

- g. Upon your visit to/usage of our Application our host may record your server IP address, domain name, the date and time of your visit and the pages viewed etc. This information may be collected using cookies. User preferences are stored in cookies, which track user trends and patterns of use, and allow our Application to interact more efficiently with you.
- h. If your vehicle comes equipped with voice-recognition and content delivery services (e.g. the ability for you to issue voice commands to your vehicle), we (ourselves or through a third party provider) may collect your voice and text queries associated with your voice commands, as well as the voices of those around you in the vehicle when you are providing such commands or when they issue commands themselves ("Voice Data").
- i. In addition to the above, HYUNDAI may collect personal information as otherwise permitted or required by law.

Cookies

During normal usage, we may also collect certain information about yourself, such as your Internet Protocol (IP) address, the time of your visit, pages you request, name of the internet service provider, the website or media that referred you to us etc. through the use of cookies which are small files stored on your web browser in order to optimize the design of the Site. Cookies enable us to track and aggregate user behavior data so that we may better target the interests of our users and enhance their experience on the Application. You can set your browser to refuse all cookies or to indicate when a cookie is being sent. However, some website features or services may not function properly without cookies.

Web Beacons

Some of our Application pages, commercial email messages and/or newsletters may contain electronic images known as web beacons, which are also called single-pixel GIFs. Web beacons collect information including a cookie number, time and date of a page view and a description of the page on which the web beacon resides. Web beacons are a technique we may use to enhance and personalize the Site and the products and Services we offer, to provide product information and advertisements that are more relevant to your interests, compile aggregated statistics about the usage of the Site and to track the number of users who have opened and acted upon our commercial email messages.

2. What does HYUNDAI do with the information?

The purposes for which we collect, hold, use and disclose your information will depend on the circumstances for which we collect it. In general, we may use and disclose your information for the purposes for which we collect it and related purposes which you would reasonably expect and as otherwise authorised or required by law. Some of the purposes for which we may collect, hold, use and disclose information include:

- a. to send you information or contact you when necessary.
- b. we collect your personal information so that we can do business together and for reasons related to our business operations, such as to ensure we deliver quality products and services to our customers and potential customers;
- c. to send you offers or invite you to events which we think could be of interest to you.
- d. we may contact you in your Car or Email, 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
- e. to enable our third party providers to provide relevant responses to your commands, or for these third party providers to improve their Voice Services and other products;
- f. to provide you and our authorised HYUNDAI dealers with necessary support;
- g. to attend to or assist in the servicing, maintenance or repair of your HYUNDAI vehicle, including the provision of roadside assistance services
- h. for product development, market research, and other marketing and promotional activities;

- i. to carry out our legal compliance obligations, such as to conduct a product safety recall where necessary;
- j. to provide you with notifications and information about your HYUNDAI Vehicle;
- k. to inform you of a field service action affecting your HYUNDAI Vehicle;
- l. to send you service reminders;
- m. to contact you directly or through our service providers and research agencies, to obtain your feedback and find out your level of satisfaction with our products, services and our authorised HYUNDAI dealers;

HYUNDAI records the basic information about your visits to its Application usage, for systems administration, statistical and troubleshooting purposes. We use your IP address to help diagnose problem with our server and to administer our website/Application.

To provide the Service and for quality assurance and training purposes, the Service Providers may monitor and record conversations between their respective service centers and you and your Car's occupants or others. You, on behalf of yourself, all occupants of your Car, and anyone engaged in a conversation with a Service Provider about your Vehicle or your Account, consent to monitoring, recording and sharing of Call recordings of all conversations between the Service Centers and you or others and you release HYUNDAI and its Service Providers from and against any and all claims, liabilities, losses etc. arising out of such monitoring, recording or sharing/disclosure of conversations.

We may organize contests, promotions etc. ("Programs") either directly or jointly with business partner/third party through this Application or any other Sites/links of this Website, which may require registration. By participating in such Programs, you are agreeing to rules that govern Programs, which may contain specific requirements such as allowing HYUNDAI and/or the sponsor of the Programs to use your personal information in advertising or marketing associated with the Promotion. If you choose to enter Program, Personal Information may be disclosed to business partner/third parties or the public in connection with the administration of such Program, including, in connection with winner selection, prize fulfillment, and as required by law or permitted by the rules.

3. Consequences if you don't provide your information?

If we are unable to collect information we require, we may not be able to provide the services (some of which may be provided by Service Providers) that you are looking for through the Application.

4. With whom does HYUNDAI share the information?

Generally, HYUNDAI as it deems appropriate, may disclose/share your information to third parties viz., affiliates, auditors, authorized dealers, third party, legal advisers, marketing partners etc. contracted to provide services on our behalf in connection with the purposes, which shall without limitation include the following:

- a. HYUNDAI and our authorised dealers share information about HYUNDAI customers, so we may disclose your information to our authorised dealers and vice versa.
- b. our employees, officers, contractors, service providers and agents (such as marketing agencies, market research providers, roadside assistance service providers, insurance providers, financiers, website and data hosting providers and other IT suppliers);
- c. our related and affiliated companies;
- d. our authorised dealers and technology service providers in connection with the operation of the service.
- e. insurance providers in order for them to provide tailored insurance policies to you;
- f. third parties that require the information for law enforcement or to prevent a serious threat to public safety; and as otherwise permitted or required by law.

Your provision to us, our authorised dealers, or agents of your information will constitute your consent for us to disclose this information as described in this Privacy Policy.

5. How HYUNDAI protects your information?

Your account information is password-protected and HYUNDAI has taken adequate security measures to secure access to your personal data.

The privacy and protection of your information is vitally important to us. All information accumulated will be acquired, processed, and used according to the applicable regulations governing the protection of information for the sole purpose of managing and maintaining HYUNDAI's own legitimate business interests. Any user statistics that we may provide to prospective advertisers or partners regarding your Application usage are provided in the aggregate only and do not include any personally identifiable information about any individual user. Despite our efforts to protect your personally identifiable information through security procedures commensurate with industry standards, we cannot ensure or warrant the security of any identifiable information you transmit to us. You transmit all such information at your own risk. We exclude all liability (including in negligence) for the consequences of any unauthorised access to, disclosure of, misuse of or loss or corruption of your personal information.

6. Third party websites

Our Application may contain links to Applications/websites owned or operated by HYUNDAI and/or third parties, including owned or operated by third party service providers affiliated with HYUNDAI. We take no responsibility for the privacy practices or content of other Applications/websites, which are not under the control of HYUNDAI. Other Applications/websites may contain their own privacy policies and their owners or operators are responsible for informing you about their security and privacy practices. We recommend that you thoroughly read the privacy policies of these third party applications/websites.

If you post information in our Application or to our social media channels, you acknowledge that such information may be publicly available. We recommend that you use your discretion in deciding what information you upload to such websites.

7. General

You hereby expressly consents and authorises on behalf of you and occupants and anyone engaged in a conversation with us or our Service Providers, HYUNDAI and Service Providers, to collect, store, retain, disclose, record or transfer the personal data (personally identifiable data) & information (including conversations/audio recordings) and use of Voice Recognition technology that voluntarily supplied herein, within or outside India and process and use it by HYUNDAI or its affiliates, associates, Dealers, Agencies, legal advisers, marketing partners, service providers, etc. to fulfil your requests for products, services, etc. and to contact you through outbound call by Telephone/ Mobile Numbers or send SMS or Email about offers, marketing and/or promotions, product related information, newsletter, market survey, poll, research, study, programs, enquiries about offerings, services, service reminders and other legitimate purposes and release HYUNDAI from and against any and all claims or liabilities arising out of the collection, disclosure, storage and use of the information. HYUNDAI may disclose information if required to do so by any law enforcing agency.

All personal data accumulated will be acquired, processed, and used according to the applicable regulations governing the protection of personal data. Although HYUNDAI takes reasonable measures to safeguard against unauthorized disclosures of information, it cannot assure that Personal Data that Customer provides will never be disclosed in a manner that is inconsistent with the Policy.

8. Changes to the Privacy Policy

HYUNDAI reserves the right at any time at our discretion and without notice to change this Privacy Policy simply by posting such change on the Application. Continued usage of the Application following changes to these terms will mean that you accept these changes. Please check our Privacy Policy regularly for updates.

9. Access & Correction

You have the choice to opt-in/opt-out of using Application or Service by sending request via email to us.

You may seek access to your information and we will provide you with access in accordance with the Application. We may require that you provide suitable identification for security purposes before allowing you to access your information. Access to your information may be refused in a number of circumstances, such as where the information relates to anticipated legal proceedings or the request for access is frivolous or vexatious. We rely on accuracy of information as provided to us both directly (from you) and indirectly. Therefore, it is very important that the information we hold about you is accurate, complete and up to date. If you become aware that any information which we hold about you is incorrect, incomplete, misleading, irrelevant or not up to date, please contact us using our details below to correct or update your information.

10. Grievances

If You have any grievances, please inform us, by writing an email or send letter to HYUNDAI's Corporate Office.