

## **Suzuki Connect Terms of Use**

These Terms of Use apply to your access to and use of the services made available through the Suzuki Connect application, including without limitation the software contained in such application (collectively the “**App**”), operated by or on behalf of Magyar Suzuki Corporation with registered address 2500 Esztergom, Schweidel JOZSEF utca 52, Hungary (“**MSC**”, “**we**”, “**us**”, or “**our**”). In these Terms of Use, “**you**” and “**your**” refers to an individual who is using or accessing the App.

You may only access the information, materials, products and services made available through the App if you are a User (as defined in section 4.2 of these Terms of Use). Please read these Terms of Use carefully before using the App. Your access to and use of the App and the information, materials, products, and services available through the App are subject to these Terms of Use.

If you do not agree to be bound by these Terms of Use, you must not access or use the App. Elements of the App may be subject to additional terms and conditions specified from time to time, such as the terms of the app store from which you downloaded the App; your use of those elements of the App will be subject to those additional terms and conditions. You will be required to accept such additional terms and conditions before accessing any elements of the App which are subject to those terms.

These Terms of Use constitute a contract between you and MSC and shall become effective immediately upon the moment that you register as a User, upon which you will be required to agree to these Terms of Use by ticking the relevant checkbox that appears at that stage of the process.

### **1. INTERPRETATION**

The titles of the sections in these Terms of Use are for reference purposes only and do not affect the interpretation of the underlying terms.

### **2. CHANGES TO THESE TERMS OF USE, THE APP AND THE SOFTWARE OF THE ONBOARD DEVICES**

- 2.1 We may make changes (including without limitation for security, legal or regulatory compliance reasons) to these Terms of Use.
- 2.2 We will give you reasonable advance notice of the intended changes by email and/or through the App prior to the date on which the changes shall become effective and ask you to agree to these changes.
- 2.3 In some circumstances we may need you to download an updated version of the App in order for you to continue accessing the information, materials, products and services made available through the App.
- 2.4 We may provide updates to the App, including security updates, that are necessary to keep the App in conformity in accordance with our legal obligations. If you do not install the updates that we provide to you, the App may no longer be in conformity and the services may malfunction or be interrupted. We will not be liable for any lack of conformity of the App resulting from your failure to install the relevant update, subject to the condition that we have informed you of the update and the consequences of not installing it and that your failure to install the relevant update was not due to shortcomings in the installation instruction provided by us.
- 2.5 We may also provide you with other updates to the App that are not strictly necessary to keep it in conformity, provided there is a valid reason for such updates. A valid reason exists if the update is necessary:

- (i) to improve the services; or
- (ii) to ensure their interoperability.

We will inform you in advance about any such update and its changes to the services provided via the App. The update will not result in any additional cost to you. If an update negatively affects your access to or use of the App more than insignificantly, you will have the right for termination free of charge within 30 days from the date on which the changes to the App apply in accordance with Section 5.1.

2.6 We may update the software of the onboard devices of your vehicle. Unless we inform you otherwise, the purpose and other details of such software updates are outlined in Annex 1 below.

### 3. SERVICES

3.1 The types and the features of the services that we make available to you via the App can be found in the description of the App in the Apple App Store or the Google Play Store, and within the App prior to you committing to any fee payable for such services. The services shall be made available to you by us in exchange for you paying a licence fee to us. The details of the services that will be made available to you will be made clear to you before the purchase. The purchase and cancellation of the services are governed by the applicable Apple App Store terms (which can be accessed here: <https://support.apple.com/en-us/118428/localeselector>) or the Google Play Store terms (which can be accessed here: [https://play.google.com/intl/ALL\\_uk/about/play-terms/](https://play.google.com/intl/ALL_uk/about/play-terms/)) (together, the “**App Store Terms**”) as the case may be (depending on which app store you used to purchase the App). You will be asked to accept these terms prior to payment of the licence fee by you and the subsequent provision of the services by us.

3.2 You acknowledge and understand that some services may only work in locations where we have retained a third party network provider for those services and only if the third party network provider has technical compatibility with the App, coverage, network capacity, and there is sufficient reception when and where you attempt to access the services. Services that use location information only work if GPS satellite signals are unobstructed, available in that area and are compatible with the Registered Vehicle’s (as defined in section 5.4) systems and/or the App. Additionally, the networks and systems of third party network providers are subject to technological change and development. We do not provide you with any network connectivity through the App. Such connectivity is provided by a third party network provider.

3.3 You may need to accept or provide permissions for the App to access required features on your smartphone in order for the App to function correctly, including:

- (i) location data; and
- (ii) enabling push notifications.

### 4. REGISTRATION AND PASSWORDS

4.1 You must be 18 years of age or older to access or use the App, unless consent is given for you to access and use the App by your parent or adult guardian.

4.2 To use the App, you must be registered as a user (“**User**”). To become a User, you must complete the registration form presented on the App with the requested information and will be required to create a login ID and password. You acknowledge and agree that you are responsible for maintaining the confidentiality of your login credentials and that you will be liable for any loss or harm incurred by us or any other person or entity due to someone else

using your login credentials as a result of your failing to take reasonable steps to keep your account information secure and confidential.

- 4.3 The User, being the primary User who registers for the App (“**Primary User**”), may also invite a secondary user (“**Secondary User**”) to its account by following the instructions in the App and the Secondary User will be required to create their own account as described above. The Primary User is able to restrict the Secondary User’s permissions within the App. A Secondary User will be deemed a User for the purposes of these Terms of Use and will therefore be subject to the provisions of these Terms of Use as if he/she was a User.

## 5. **TERMINATION**

- 5.1 To exercise the right to terminate your use of the App as a result of either sections 2.5, 5.4, 17.1 or 19, you must inform us of your decision to terminate using: (i) if purchased via the Apple App Store, the ‘Settings’ section of OS; or (ii) if purchased via the Google Play Store, via Google Play.
- 5.2 Termination of any paid subscription plan, if any, is governed by the applicable App Store Terms. In addition, both parties have the right to object to any auto-renewal of a subscription plan.
- 5.3 Both parties’ right to terminate for cause remains unaffected.
- 5.4 When the User is no longer the owner of the Suzuki vehicle that has been registered to its User account (“**Registered Vehicle**”) (i.e. on sale or loss of the vehicle etc.), the User must terminate the App by following the guidance on the App or on its account web page. If the User fails to comply with this section 5.4, we will be permitted to take steps to immediately terminate the services being provided to that User through the App.

## 6. **RIGHT OF WITHDRAWAL**

### 6.1 **Right of withdrawal**

You have a right to withdraw from this contract within fourteen (14) days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal you must inform us (Magyar Suzuki Corporation, 2500 Esztergom, Schweidel JOZSEF utca 52, Hungary, [info-suzukiconnect@suzuki.hu](mailto:info-suzukiconnect@suzuki.hu)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### 6.2 **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial registration, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

### 6.3 **Model withdrawal form**

(complete and return this form only if you wish to withdraw from the contract)

- To Magyar Suzuki Corporation, 2500 Esztergom, Schweidel JOZSEF utca 52, Hungary, [info-suzukiconnect@suzuki.hu](mailto:info-suzukiconnect@suzuki.hu):

- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract for the provision of the following service,
- Ordered on (\*)/received on (\*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is notified on paper),
- Date

## 7. YOUR PROVISION OF INFORMATION

When you provide information about yourself to us, including without limitation when registering as a User, you agree to:

- a) provide accurate and current information about yourself and promptly update such information as required, and not to provide information that attempts to impersonate another individual;
- b) be solely responsible for your account credentials and activity (including the activity of any other person who you allow to use your account and any Secondary User's use of their own account); and
- c) notify us of any breach of security or unauthorized use of your account.

If you provide any information about yourself that is untrue or inaccurate, or we have reasonable grounds to suspect that such information is untrue or inaccurate, we retain the right to suspend or terminate your registration as a User, decline to provide you with services on the App, and/or refuse any or all current or future use of the App or any part of it.

## 8. PERSONAL INFORMATION

Personal information that is entered into the App will be used in accordance with our Privacy Policy, which can be found here:

<https://wb01cs.sc.eur.connect.suzuki/portal/countryList?type=policy>

## 9. COPYRIGHT, TRADEMARKS AND OWNERSHIP

- 9.1 All of the content featured or displayed on the App, including but not limited to text, graphics, photographs, images, moving images, sound, illustrations, and all other links or materials contained therein (together the "**Content**") remains the exclusive property of MSC or its licensors (which may include other Users). MSC or its licensors own and retain all rights in the App and the Content.
- 9.2 All trademarks, service marks, and trade names of MSC or any of its affiliates, partners, vendors, or licensors, whether registered or unregistered, used as part of or in connection with the App (including but not limited to: their company name and their corporate logo) (collectively "**Marks**") are trademarks or registered trademarks of MSC or any of its affiliates, partners, vendors, or licensors. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify any Mark (including any Mark as a "hot" link on or to any other application) in any way, without our prior written consent.
- 9.3 We grant you a limited, personal, revocable, non-transferable, non-sublicensable and non-exclusive right to access and use the App and its Content in accordance with these Terms of Use. The App and Content are licensed, not sold, to you by us. Any software within the App is licensed in object code format only. You must not use the App or any Content other

than for its intended purpose. Except as set out elsewhere in these Terms of Use, you accept that any use of the App or any Content for anything other than its intended purpose is done at your own risk, and MSC will not be held liable for the results of any such improper use.

- 9.4 You must not, nor enable any other person to, modify the App or any of the Content nor copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, rent, provide service bureau or time sharing services, or sell the App or any Content. In addition, you must not, nor enable any other person to, (i) remove or destroy any proprietary markings of MSC or any third party that may appear on any components of the App or any Content, or (ii) reverse engineer, disassemble, decompile, adapt, decode or otherwise attempt to or actually derive, gain access to, view or use in any manner the source code of the App, in whole or in part.

## 10. YOUR CONDUCT

- 10.1 You agree to comply with all laws, rules, and regulations applicable to your access to and use of the App.

- 10.2 You agree not to:

- (i) use the App in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with these Terms of Use, or act fraudulently or maliciously;
- (ii) infringe our intellectual property rights or those of any third party in relation to your use of the App;
- (iii) transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the App;
- (iv) submit multiple User registrations for one person;
- (v) take any action that interferes with the proper working of the App, compromises the security of the App, or otherwise damages the App or any material or information available through the App;
- (vi) attempt to gain unauthorised access to any portion or feature of the App, to any other system or network connected to the App, to any of our or our service providers' servers, or to any of the services offered on or through the App, including but not limited to by hacking, password "mining", or any other unauthorised means;
- (vii) probe, scan, or test the vulnerability of the App or any network connected to the App or bypass the authentication measures on the App, or any network connected to the App;
- (viii) use any automated means to collect information or Content from or otherwise access the App, including, but not limited to, through the use of technical tools known as robots, spiders, or scrapers, without our prior permission;
- (ix) harvest or otherwise collect and store information about any other User of the App, including without limitation e-mail addresses; and
- (x) interfere with or disrupt the operation of the App or any server or network connected to the App, or disobey any requirement, procedure, policy, or regulation of any server or network connected to the App.

## 11. OPERATION OF THE APP AND TERMINATION OF THESE TERMS OF USE

- 11.1 Neither MSC nor any of its affiliate companies guarantee that the functions contained in the App will be uninterrupted or error-free.

11.2 We reserve the right to do any of the following, at any time, at our sole discretion, with or without notice:

- (i) modify, suspend, or terminate operation of or your access to the App, or any portion of the App, or the agreement between you and us under these Terms of Use as a result of:
  - your breach of these Terms of Use;
  - as required by law, government agency or another competent authority; or
  - due to unexpected technical or security issues or problems; or
- (ii) interrupt the regular operation of the App, or any portion of the App, as necessary to perform routine or non-routine maintenance or to correct any error.

In the case of breaches to the Terms of Use, we will only terminate your access to the App and these Terms of Use after the unsuccessful expiry of a grace period granted or after an unsuccessful warning. However, a grace period and/or a warning are not required if you seriously and definitely refuse to meet your obligations under these Terms of Use or if, taking your and our both interests into account, special circumstances justify immediate termination of these Terms of Use.

11.3 On termination of our agreement with you under these Terms of Use for any reason:

- (i) all rights granted to you under these Terms of Use will immediately stop; and
- (ii) you must immediately stop all activities authorised by these Terms of Use including without limitation your use of the App.

11.4 Any part of these Terms of Use that are expressly or implied to come into or continue in force on or after termination of our agreement with you shall continue to apply after our agreement under these Terms of Use ends. These include the following sections:

Section 1 on Interpretation

Section 4 on Registration and Passwords

Section 8 on Personal Information

Section 9.1, 9.4, and 2.3 on Copyright and Ownership

Section 11 Operation of the App and Termination of these Terms of Use

Section 12 on Responsibility for Loss or Damage Suffered

Section 14 on Governing Law and Jurisdiction of the Courts

Section 15 on Severability

Section 16 on Non-Waiver

Section 18 on Third Party Rights

Section 22 on Electronic Communications

Section 23 on Contact Us

## 12. RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED

- 12.1 Our provision of the App is subject to a conformity guarantee which means it is provided in conformity with these Terms of Use and any relevant provisions of applicable laws, for the duration of the provision of the App. If you are a consumer in the EU you are entitled to applicable statutory warranty rights in case of non-conformity of the App.
- 12.2 We will try to help ensure that the App is safe and secure and does not contain viruses or other damaging property (for example, we may incorporate security features into the App); however, we cannot guarantee that this will be the case or that no damage will occur to your device or other digital content. If we fail to maintain the safety and security of the App and you suffer loss and/or damage to your device and/or other property as a result of the App, we will be liable for that loss and/or damage. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions, subject to the condition that we have informed you of the update and the consequences of not installing it and that your failure to install the relevant update was not due to shortcomings in the installation instruction provided by us, or to have in place the minimum system requirements advised by us.
- 12.3 For the avoidance of doubt, nothing in these Terms of Use shall limit or exclude our liability for:
- (i) death or personal injury resulting from our negligence;
  - (ii) fraud or fraudulent misrepresentation; or
  - (iii) any other liability that cannot be excluded or limited by applicable law.
- 12.4 The App is for personal and private use only. If you use the App for any commercial, business or resale purpose, subject to Section 12.3, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity and in such circumstances, your use of the App shall be immediately terminated by us.
- 12.5 The Registered Vehicle diagnostic data we provide as part of the 'Vehicle Health Check' is limited to specific information that is obtained remotely from the Registered Vehicle. Such diagnostic data is intended to be used in addition to (and not as a substitute for) performing regular, manual checks of your Registered Vehicle. Use of the App and features within the App should not be solely relied on to determine the status, safety and/or roadworthiness of the Registered Vehicle. MSC shall not be liable under these Terms of Use for any losses arising out of faults related to the Registered Vehicle which are not caused by the App (and for such faults you should bring a claim under the agreement governing the sale of the Registered Vehicle to you). We provide no guarantees as to the App's ability to provide notification of any defects or issues in the Registered Vehicle. The User accepts that he/she will be solely responsible for and will carry out regular checks of the Registered Vehicle as and when required and in any event at least in accordance with the user manual and any applicable laws and regulations.

## 13. LINKS TO THIRD PARTY SITES/THIRD PARTY SERVICES

- 13.1 The App may contain links to one or more third party-owned websites and other digital content ("**Linked Sites**"). The Linked Sites are not under the control of MSC and we are not responsible for the contents of any Linked Site, including without limitation any link contained in a Linked Site or any changes or updates to a Linked Site. We provide the Linked Sites to you only as a convenience, and the inclusion of any Linked Site does not mean that we endorse the Linked Site or associate with any of its operators. Please pay attention when you access any Linked Site and read the terms and conditions of use and the privacy policies associated with each Linked Site carefully.

13.2 Your use of the App and Content may require or be aided by use or acquisition of software, hardware, information, and/or other materials that are not proprietary to or developed or manufactured by MSC (collectively, “**Third-Party Materials**”). Third-Party Materials may be subject to additional terms and conditions from their respective licensors or providers (which you will be required to accept before accessing or using the Third-Party Materials), and you (and not MSC) will be solely responsible for obtaining any and all rights and licenses required by the relevant terms to use any and all Third-Party Materials.

#### 14. **GOVERNING LAW AND JURISDICTION OF THE COURTS**

14.1 These Terms of Use are governed by and interpreted in accordance with the laws of England and Wales. However, if your usual place of residence is in another European, EU or EEA country mandatory national consumer protection laws of such country will remain unaffected and will continue to apply. You may refer to the courts of England in respect of any dispute, which may arise, or to the competent courts of your country of residence.

14.2 Where we are required to do so according to the applicable laws of the User’s country in which they access the App, we are willing to participate in a dispute resolution procedure before a consumer conciliation body. The responsible consumer conciliation bodies for the jurisdictions where this is available shall be listed in Annex 2 below. Where we are not legally required to do so, we are not willing to participate in voluntary dispute resolution proceedings before a consumer arbitration board.

#### 15. **SEVERABILITY**

Each of the paragraphs of these Terms of Use operates separately. If any court of competent jurisdiction or relevant authority decides that any paragraph or any part of any paragraph is unlawful or unenforceable, that paragraph or part-paragraph will be deemed, to the extent necessary, to be deleted. The remaining paragraphs (and parts of paragraphs) will remain in full force and effect.

#### 16. **NON-WAIVER**

Any delay or failure in enforcing these Terms of Use does not constitute waiver by us and we reserve the right be able to enforce it at a later date.

#### 17. **TRANSFER OF THESE TERMS OF USE**

17.1 We may transfer our rights and obligations under these Terms of Use to another organisation. We will tell you in advance if this happens (including without limitation through a post in the App). If you do not agree with the assignment, you can terminate your subscription to the App and these Terms of Use at any time by notifying us as described in section 5.1.

17.2 You may not transfer your rights and obligations under these Terms of Use to any other person or organisation. This does not apply to a monetary claim that you have against us and does not apply to other claims, if we do not have a protectable interest in the exclusion of the transfer of rights and obligations or if your legitimate interest in the transferability of rights and obligations outweighs our protectable interest in the exclusion.

#### 18. **THIRD PARTY RIGHTS**

18.1 No person other than you or us may enforce any of these Terms of Use.

#### 19. **AMENDMENT OF SERVICES**

We reserve the right to make amendments and changes to our services that we make available to you via the App. Any such amendments or changes will not negatively impact the conformity of the App and will not result in any additional cost to you. We will inform you in advance of any such amendments or changes.



If any such amendments or changes negatively affects your access to or use of the services more than insignificantly, you will have the right for termination free of charge within 30 days from the date on which the amendments or changes to the services apply in accordance with Section 5.1.

## 20. GENERAL

20.1 The remedies provided in these Terms of Use are cumulative and not exclusive of any remedies provided by law.

20.2 The document reproducing these Terms of Use is stored on a durable medium in the form of an image under conditions of security usually considered as reliable. You may and are strongly advised to at any time make an electronic backup or a paper printout of these Terms of Use. In this respect, these Terms of Use shall be considered as an evidence of an agreement between you and us. You acknowledge that the evidential value of this document cannot be challenged by the mere fact that it is in electronic form.

## 21. NOTICE AND TAKEDOWN

21.1 If you believe any Content is defamatory, obscene, infringes intellectual property rights or is otherwise unlawful, you may provide notice of this to the Suzuki distributor/dealership(s) in your respective country (the contact details for which can be found here: <https://www.globalsuzuki.com/globallinks/>) (the “**Notice Procedure**”).

21.2 When providing such a notice, please provide as much information as possible including identifying any rights that you claim have been infringed, identifying the offending material on the App so that we can locate it, identifying the reasons why you believe the material is defamatory, obscene, an infringement of intellectual property rights or otherwise unlawful and provide your contact details.

21.3 We will respond as soon as reasonably practicable and may remove or disable access to the material complained of following the Notice Procedure.

## 22. ELECTRONIC COMMUNICATIONS

22.1 You agree that MSC may send you communications about your account, the App and/or these Terms of Use electronically, through phone calls, via SMS message or text messaging, email, by posting within the App, or otherwise in writing. Standard mobile, message, or data rates may apply, and you are responsible for any incurred fees. You agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing, to the fullest extent permissible by law. You agree that we may send messages to you for the purpose of advising you of changes or additions to the App or for such other purposes as we deem appropriate and as permissible by law. Any electronic communication will be considered to be received by you within 24 hours of the time we send it to your attention. We may assume you have received any communications sent to you by postal mail 3 business days after we send it.

## 23. CONTACT US

23.1 If you have any questions about these Terms of Use, please contact the Suzuki distributor/dealership(s) in your respective country. The Suzuki distributor/dealership(s) in your respective country can be found here: <https://www.globalsuzuki.com/globallinks/>

23.2 These Terms of Use were last updated on 12<sup>th</sup> September 2025.

## Annex 1

Sections (a) ~ (e) in the table below show the details of the following items regarding the software updates of your vehicle:

- (a) The purpose of the updates;
- (b) Any changes to vehicle functions prompted by the updates;
- (c) The expected time to complete execution of the updates;
- (d) Any vehicle functionalities which may not be available during the execution of the updates; and
- (e) Any instructions that may help the vehicle user safely execute the updates.

(a)	<ul style="list-style-type: none"> <li>(i) To start your use of the App</li> <li>(ii) To terminate or suspend your use of the App</li> <li>(iii) To collect your vehicle information</li> <li>(iv) To update the settings of onboard devices of your vehicle as indicated in the points (i) ~ (iii) above after replacement of such device(s) at a service shop</li> </ul>
(b)	<p>(Each sub-section of points (i) ~ (iv) in the section (a) above corresponds to the point of the same number in this section (b).)</p> <ul style="list-style-type: none"> <li>(i) Enable connectivity functions of the onboard devices of your vehicle</li> <li>(ii) Disable connectivity functions of the onboard devices of your vehicle</li> <li>(iii) Update the settings for collection of vehicle information of the onboard devices of your vehicle</li> <li>(iv) Same as indicated in section (a) above</li> </ul>
(c)	The time required for downloading and updating the software depends on reception, network capacity and the status of onboard devices. Therefore, the time required for execution of the updates may vary from a few minutes to several hours.
(d)	You can use the other vehicle functions of the onboard devices safely during the execution of the updates.
(e)	Same as indicated in section (d) above

## Annex 2

### Czech Republic

Czech Trade Inspection Authority, with its seat at Štěpánská 567/15, 120 00 Prague 2, [www.coi.cz](http://www.coi.cz).

### Estonia

Estonian Consumer Disputes Committee

E-mail: [avaldu@komisjon.ee](mailto:avaldu@komisjon.ee)

Address: Endla 10A, 10122 Tallinn

Website address: <https://ttja.ee/en/consumer-disputes-committee>

### Finland

Finnish Consumer Disputes Board

Hämeentie 3

P.O. Box 306

00531 HELSINKI

tel. +358 29 566 5200

### Lithuania

State Consumer Rights Protection Authority (SCRPA)

Vilniaus g. 25, 01402 Vilnius, the Republic of Lithuania

Website address: [www.vvtat.lt](http://www.vvtat.lt)).

### Luxembourg

Service national du Médiateur de la consommation

Address: Ancien Hôtel de la Monnaie, 6 rue du Palais de Justice, L-1841 Luxembourg.

Phone : +352 46 13 11

Fax : + 352 46 36 03

E-mail: [info@mediateurconsommation.lu](mailto:info@mediateurconsommation.lu)

### Sweden

“Allmänna Reklamationsnämnden” or “ARN”. See website: <https://www.arn.se/>.

## Suzuki's General Terms and Conditions of Data Sharing

Effective 12th September 2025

These terms and conditions ('Terms') apply to your access to and use of data made available to you by Suzuki Motor Corporation, located at 300 Takatsuka-Cho, Chuo-ku, Hamamatsu-shi, Shizuoka-ken, Japan ('Data Holder') in accordance with the Regulation (EU) 2023/2854 ('Data Act'). The foregoing term "you" refers to an individual or an entity who requested data sharing by submitting a request form at the Data Holder's website\* ('Form') or as may be requested by other means ('User'). The Data Holder and the User hereinafter being called individually as the 'Party' and collectively as the 'Parties'.

\*The Form is available at [https://www.globalsuzuki.com/cookies/confirm/index\\_datasharing.html](https://www.globalsuzuki.com/cookies/confirm/index_datasharing.html).

### **1. Products/Related Services**

These Terms are made with regard to:

- (a) the following connected products (the 'Products'): SUZUKI-brand automobiles, motorcycles and outboard Motors; and
- (b) the following related services (the 'Related Services'): related services for the Products specified in a separate agreement.

The User declares that they are either the owner of the Products and/or to receive the Related Services under a service contract.

The User commits to provide upon duly substantiated request to the Data Holder any relevant documentation to support these declarations, where necessary.

### **2. Data covered by these Terms**

The data covered by these Terms (the 'Data') consists of any readily available Products Data such as fault diagnosis data as well as the Related Services Data such as the data generated in the course of providing services for the Products within the meaning of the Data Act.

The Data, which may be available to the User, are the data owned by the Data Holder or its distributors and dealers of the Products and consists of those:

- (i) acquired by diagnostic tools of the Products at the distributors and dealers;
- (ii) acquired in compliance with applicable laws and regulations such as EU battery regulation;
- (iii) acquired through the Related Services; and
- (iv) acquired through satellite navigation systems (including online type).

The details of Data will be notified to the User by the Data Holder separately.

### **3. Data use and sharing by the Data Holder**

#### **3.1 Agreed use of the non-personal Data by the Data Holder**

3.1.1 The Data Holder undertakes to use the Data that are non-personal Data only for the purposes agreed with the

User as follows:

- (a) performing any agreement with the User or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit);
- (b) providing support, warranty, guarantee or similar services or to assess User's, the Data Holder's or third party's claims (e.g. regarding malfunctions of the Products) related to the Products or Related Services;
- (c) monitoring and maintaining the functioning, safety and security of the Products or Related Services and ensuring quality control;
- (d) improving the functioning of any Products or Related Services offered by the Data Holder;
- (e) developing and/or conducting research into new Products or Related Services, including artificial intelligence (AI) solutions, by the Data Holder, by third parties acting on behalf of the Data Holder (i.e. where the Data Holder decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures);
- (f) aggregating these Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to the Data Holder from the Products to be identified or allow a third party to derive those data from the dataset; and
- (g) conducting market research, market analysis and related activities.

3.1.2 The Parties agree that the Data Holder is entitled to grant other legal entities within the Suzuki group ("Suzuki Legal Entities") the right to use non-personal Data for their own purposes as set out in clause 3.1.1 (where appropriate, by replacing "Data Holder" with "Suzuki Legal Entities"), independently of the Data Holder. The Data Holder and Suzuki Legal Entities may commission third-party vendors, suppliers, or cooperation partners to use the Data for the purposes defined in this clause 3.1, provided that the Data Holder and/or Suzuki Legal Entities contractually bind the third parties not to further share the non-personal Data received.

### **3.2 Sharing of non-personal data with third parties and use of processing services**

3.2.1 The Data Holder may share with third parties the Data which is non-personal data, if:

(a) the Data is used by the third party exclusively for the following purposes:

- i) assisting the Data Holder in achieving the purposes permitted under clause 3.1; and
- ii) achieving, in collaboration with the Data Holder or through special purpose companies, the purposes permitted under clause 3.1.

(b) the Data Holder contractually binds the third party:

- i) not to use the Data for any purposes or in any way going beyond the use that is permissible in accordance with previous clause 3.2.1 (a); and
- ii) to apply the protective measures required under clause 3.3.1.

3.2.2 The Data Holder may always use processing services, e.g. cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services, or similar services to achieve the agreed purposes under clause 3.1. The third parties may also use such services to achieve the agreed purposes under clause 3.2.1 (a).

### **3.3 Protection measures taken by the Data Holder**

- 3.3.1 The Data Holder undertakes to apply the protective measures for the Data that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the User as a result of the Data loss or disclosure of the Data to unauthorised third parties and the costs associated with the protective measures.
- 3.3.2 The Data Holder may also apply other appropriate technical protection measures to prevent unauthorised access to the Data and to ensure compliance with these Terms.
- 3.3.3 The User agrees not to alter or remove such technical protection measures unless agreed by the Data Holder in advance and in writing.

## **4. Data access by the User upon request**

### **4.1 Obligation to make data available**

- 4.1.1 The Data, together with the relevant metadata necessary to interpret and use those Data, must be made accessible to the User by the Data Holder, at the request of the User or a party acting on their behalf. Whenever a third party acts on behalf of the User, such third party shall be required to provide a valid power of attorney or other appropriate written authorization evidencing their legal authority to act on the User's behalf. The request can be made using the Form or as may be requested by other means.
- 4.1.2 The Data Holder shall make the Data which is personal data available to the User, when the User is not the data subject, only when there is a valid legal basis for making personal data available under Article 6 of Regulation (EU) 2016/679 ('GDPR') and only, where relevant, the conditions set out in Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC ('Directive on privacy and electronic communications') are met.  
In that respect, when the User is not the data subject, the User must indicate to the Data Holder, in each request presented under the previous clause, the legal basis for processing under Article 6 of GDPR (and, where relevant, the applicable derogation under Article 9 of that Regulation and Article 5(3) of Directive on privacy and electronic communications) upon which the making available of personal data is requested.
- 4.1.3 If access to the Data which is personal data is requested, and the Data Holder determines that it has not been sufficiently demonstrated that the User is either the data subject or has a valid legal basis for processing such personal data, the Data Holder may withhold sharing of the personal data with the User. In such case, the Data Holder may request additional evidence from the User to establish compliance with the terms and conditions set forth in the 4.1.2 above.

### **4.2 Data characteristics and access arrangements**

- 4.2.1 The Data Holder must make the Data available to the User, free of charge for the User, with at least the same quality as it becomes available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format as well as the relevant metadata necessary to interpret and use those Data.
- 4.2.2 The Data Holder may use the services of a third party (including a third-party providing Data Intermediation

Services as defined by Article 2 of Regulation (EU) 2022/868 (Data Governance Act)) to allow the exercise of the User's rights under clause 4.1 of these Terms. Such third party will not be considered a Data Recipient under the Data Act, unless they process the Data for its own business purposes.

4.2.3 The User must receive access to the Data easily and securely in accordance with Article 4 of the Data Act.

4.2.4 The Data Holder must provide to the User, at no additional cost, the means and information strictly necessary for accessing the Data in accordance with Article 4 of the Data Act.

### **4.3 Warranty**

4.3.1 The Data Holder warrants that the Data has the quality as set forth in clause 4.2.1 above. This warranty is exclusive and in lieu of all other representations and warranties, express or implied, and the Data Holder disclaims and excludes any implied warranty of merchantability or implied warranty of fitness for a particular purpose, including, but not limited to, the purpose as specified in clause 6.1.

4.3.2 The User acknowledges and accepts that the Data is provided on an "as is" basis, and the Data Holder makes no warranty, express or implied, as to accuracy, completeness, reliability, relevance or up-to-dateness of the Data, beyond the extent to which such Data is available to the Data Holder. As the Data shared with the User is basically a raw data extracted from devices of the Products without processing or verification by the Data Holder, the Data may not reflect actual status of the Products and may contain false/error data and/or a part of the Data may be missing.

### **4.4 Duration of data sharing**

4.4.1 In case of one-time data sharing, the Data Holder shall make available the Data to the User by reasonable time after agreement on the sharing of the Data between the Parties separately.

4.4.2 In case of continuous data sharing, the Data Holder shall start making the Data available to the User for the duration agreed between the Parties separately.

### **4.5 Unilateral changes by the Data Holder**

The Data Holder may unilaterally change the specifications of the Data characteristics or the access arrangements if this is objectively justified by the general conduct of business of the Data Holder– for example by a technical modification due to an immediate security vulnerability in the line of the Products or Related Services or a change in the Data Holder's infrastructure.

Any change must meet the requirements of clauses 4.2.1 and 4.2.3.

The Data Holder must give reasonable advance notice of the change to the User before the change takes effect.

A shorter notice period may suffice:

(a) where the change does not negatively affect data access and use by the User; or

(b) where such notice would be impossible or unreasonable in the circumstances, such as where immediate changes are required because of a security vulnerability that has just been detected.

#### **4.6 Information on the User's access**

The Data Holder undertakes not to keep any information on the User's access to the requested data beyond what is necessary for:

- (a) the sound execution of (i) the User's access request and (ii) these Terms;
- (b) the security and maintenance of the data infrastructure; and
- (c) compliance with legal obligations on the Data Holder to keep such information.

### **5. Protection of trade secrets**

#### **5.1 Applicability of trade secret arrangements**

5.1.1 The protective measures agreed on in clauses 5.2 and 5.3 of these Terms, as well as the related rights agreed in clauses 5.4, apply exclusively to Data or metadata included in the Data to be made available by the Data Holder to the User, which are protected as trade secrets (as defined in the Trade Secrets Directive (EU) 2016/943), held by the Data Holder or another Trade Secret Holder (as defined in said Directive).

5.1.2 The Data Holder may, at its sole discretion, decline sharing of data protected as trade secrets (hereafter these will be referred to as 'Identified Trade Secrets'). Notwithstanding the foregoing, if the Data Holder decides to share the Identified Trade Secrets, the data treated as the Identified Trade Secrets will be designated by the Data Holder separately.

5.1.3 The Data Holder hereby declares to the User that they have all relevant authorisations and other rights from the third party Identified Trade Secrets Holder to enter into these Terms regarding the applicable Identified Trade Secrets and all of the related rights and obligations under these Terms.

5.1.4 The obligations set out in clauses 5.2 and 5.3 remain in effect after any termination of these Terms, unless otherwise agreed by the parties.

#### **5.2 Protective measures taken by the User**

5.2.1 The User must apply the protective measures designated by the Data Holder separately (hereinafter: 'Identified Trade Secrets U Measures').

5.2.2 If the User is permitted to make Data protected as Trade secrets available to a third party, the User must inform the Data Holder of the fact that Identified Trade Secrets have been or will be made available to a third party, specify the Data in question, and give the Data Holder the identity and contact details of the third party.

5.2.3 In order to verify if and to what extent the User has implemented and is maintaining the Identified Trade Secrets U Measures, the User agrees to either, at the Data Holder's option, (i) annually obtain, at the User's expense, a security conformity assessment audit report from an independent third party chosen by the User, or (ii) to annually allow, at the User's expense, a security conformity assessment audit from an independent third party chosen by the Data Holder. The results of the audit reports will be submitted to both Parties without undue delay.

5.2.4 The User hereby acknowledges that the trade secrets mentioned in this clause 5 may include the trade secrets



held by third-party trade secret holders other than the Data Holder, for example, its affiliates, suppliers, system vendors and other business partners. Unless otherwise agreed between the Parties, the Data that constitutes a trade secret of such third parties shall be protected in a same way as a trade secret of the Data Holder, and the User shall be liable for the loss or damages incurred by such third parties arising out of or in relation to failure of implementation and maintenance of the Identified Trade Secrets U Measures.

### **5.3 Protective measures taken by the Data Holder**

- 5.3.1 The Data Holder may apply any appropriate technical and organisational protection measures to preserve the confidentiality of the shared and otherwise disclosed Identified Trade Secrets (hereinafter: 'Identified Trade Secrets DH Measures').
- 5.3.2 The Data Holder may also add unilaterally appropriate technical and organisational protection measures, if they do not negatively affect the access and use of the Data by the User under these Terms.
- 5.3.3 The User undertakes not to alter or remove such Identified Trade Secrets DH Measures, unless otherwise agreed by the Parties.

### **5.4 Right to refuse, withhold or terminate**

- 5.4.1 Where the Identified Trade Secrets U Measures and the Identified Trade Secrets DH Measures do not materially suffice to adequately protect a particular Identified Trade Secret, the Data Holder may, by giving notice to the User with a detailed description of the inadequacy of the measures:
- (a) unilaterally increase the protection measures regarding the specific Identified Trade Secret in question; or
  - (b) request that additional protection measures be agreed to be taken by the User.
- 5.4.2 The Data Holder is entitled to withhold or suspend the sharing of the specific Identified Trade Secrets if:
- (a) the User fails to implement and maintain such additional technical or organisational measures;
  - (b) in exceptional circumstances, the Data Holder is able to demonstrate that they are highly likely to suffer serious economic damage from disclosure of a particular Identified Trade Secret to the User despite the Identified Trade Secrets U Measures and, if applicable, the Identified Trade Secrets DH Measures having been implemented; or
  - (c) the User fails to implement and maintain their Identified Trade Secrets U Measures and if this failure is duly substantiated by the Data Holder e.g. in a security audit report from an independent third party.

### **5.5 End of production and destruction of infringing goods**

Without prejudice to other remedies available to the Data Holder in accordance with these Terms or applicable law, if the User alters or removes technical protection measures applied by the Data Holder or does not maintain the technical and organisational measures taken by them in agreement with the Data Holder in accordance with clauses 5.2 and 5.3, the Data Holder may request the User:

- (a) to erase the data made available by the Data Holder or any copies thereof; and/or
- (b) end the production, offering or placing on the market or use of goods, derivative data or services produced on the basis of knowledge obtained through the Identified Trade Secrets, or the importation, export or storage of infringing goods for those purposes, and destroy any infringing goods, where there is a serious risk that the

unlawful use of those data will cause significant harm to the Data Holder or the Trade Secret Holder or where such a measure would not be disproportionate in light of the interests of the Data Holder or the Trade Secret Holder; and/or

(c) compensate a party suffering from the misuse or disclosure of such unlawfully accessed or used data.

## **6. Data use by the User**

### **6.1 Permissible use and sharing of data**

The User may use the Data made available by the Data Holder upon their request for any lawful purpose and/or share the Data freely subject to the limitations below.

### **6.2 Unauthorised use and sharing of data**

6.2.1 The User undertakes not to engage in the following:

(a) use the Data to develop, manufacture and sale a connected product or related services that competes with the Products or the Related Services, nor share the Data with a third party with that intent;

(b) use such Data to derive insights about the economic situation, assets and production methods of the manufacturer or, where applicable the Data Holder;

(c) use coercive means to obtain access to Data, for that purpose, abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data, acquisition usage and disclosure of data by improper means or unauthorized use of personal data;

(d) share the Data with any third-party, including, but not limited to, that considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925 ('Digital Markets Act') (sharing of Data to a third party shall always be done by the Data Holder pursuant to clause 7);

(e) use the Data they receive for any purposes that infringe EU law or applicable national law;

(f) use the Data they receive for any purposes that infringe other parties' rights;

(g) use the Data in a manner that adversely impacts the security of the Products or any Related Services;

(h) file a patent application or trademark registration based on the use of the Data; and

(i) alter or tamper the Data for any purposes.

6.2.2 The Data Holder may, at its sole discretion, decline sharing of data which could undermine security requirements for the Products or the Related Services, as laid down by EU or national law, resulting in a serious adverse effect on the health, safety or security of natural persons. For example, such data includes the data which may be used for breaching authentication required by certain law which may result in unexpected vehicle control or theft of vehicle.

## **7 Data sharing upon the User's request with a Data Recipient**

### **7.1 Making Data available to a Data Recipient**

7.1.1 The Data, together with the relevant metadata necessary to interpret and use those Data, must be made available to a Data Recipient by the Data Holder, free of charge for the User, upon request presented by the User or a party acting on its behalf. Whenever a third party acts on behalf of the User, such third party shall be required to provide a valid power of attorney or other appropriate written authorization evidencing their legal authority to act on the User's behalf. The request can be made using the Form or as may be requested by other means.

- 7.1.2 The Data Holder shall make the Data which is personal data available to a third party following a request of the User, when the User is not the data subject, only when there is a valid legal basis for making personal data available under Article 6 of GDPR and only, where relevant, the conditions set out in Article 9 of that Regulation and of Article 5(3) of Directive on privacy and electronic communications are met.
- In that respect, when the User is not the data subject, the User must indicate to the Data Holder, in each request presented under the previous clause, the legal basis for processing under Article 6 of GDPR (and, where relevant, the applicable derogation under Article 9 of that Regulation and Article 5(3) of Directive on privacy and electronic communications) upon which the making available of personal data is requested.
- 7.1.3 If access to the Data which is personal data is requested, and the Data Holder determines that it has not been sufficiently demonstrated that the User is either the data subject or has a valid legal basis for processing such personal data, the Data Holder may withhold sharing of the personal data with the third party. In such case, the Data Holder may request additional evidence from the User to establish compliance with the terms and conditions set forth in the 7.1.2 above.
- 7.1.4 The Data Holder must make the Data available to a Data Recipient with at least the same quality as they become available to the Data Holder, and in any case in a comprehensive, structured, commonly used and machine-readable format, easily and securely.
- 7.1.5 Where the User submits such a request, the Data Holder will agree with the Data Recipient the arrangements for making the Data available under fair, reasonable and non-discriminatory terms and in a transparent manner in accordance with Chapter III and Chapter IV of the Data Act.
- 7.1.6 The User acknowledges that a request under clause 7.1 cannot benefit a third party considered as a gatekeeper under Article 3 of Digital Markets Act and cannot be made in the context of the testing of new Products, substances or processes that are not yet placed on the market.

## **8 Transfer of use and multiple users**

### **8.1 Transfer of use**

- 8.1.1 Where the User contractually transfers (i) ownership of the Product, or (ii) their temporary rights to use the Product, and/or (iii) their rights to receive Related Services to a subsequent natural or legal person ('Subsequent User') and loses the status of a user after the transfer to a Subsequent User, the Parties undertake to comply with the requirements set out in this clause.
- 8.1.2 The User must:
- (a) ensure that the Subsequent User cannot use the initial User's account; and
  - (b) notify the Data Holder of the transfer.
- 8.1.3 The rights of the Data Holder to use Product Data or Related Services Data generated prior to the transfer will not be affected by a transfer (i.e. the rights and obligations relating to the Data transferred under the Contract before

the transfer will continue after the transfer).

## **8.2 Multiple users**

8.2.1 Where the Initial User grants a right to use of the Product and/or Related Service(s) to another party ('Additional User') while retaining their quality as a user, the Parties undertake to comply with the requirements set out in this clause.

8.2.2 The User must:

(a) include in the Contract between the User and the Additional User, as of the transfer date, on behalf of the Data Holder, provisions substantially reflecting the content of these Terms and in particular clause 3 on the use and sharing of the Product and/or Related Service Data by the Data Holder; and

(b) act as a first contact point for the Additional User if the Additional User makes a request under Articles 4 or 5 of the Data Act or a claim regarding the use or making available of the Data by the Data Holder under these Terms. The Data Holder should be notified of any request or claim in that regard without undue delay and the Parties must collaborate to address any request or claim.

## **8.3 Liability of the Initial User**

If the User's failure to comply with their obligations under clauses 8.1 or 8.2 leads to the use and sharing of Product or Related Services Data by the Data Holder in the absence of a contract with the Subsequent or Additional User, the User will indemnify the Data Holder and hold them harmless in respect of any claims by the Subsequent or Additional User towards the Data Holder for the use of the Data after the transfer.

## **9 Date of application and duration of these Terms and Termination**

### **9.1 Term and Termination**

9.1.1 These Terms shall take effect immediately upon acceptance and shall remain in force for an indefinite period, subject to any grounds for expiry or termination under these Terms.

9.1.2 These Terms cease application to the Parties:

(a) upon the destruction of the Product or permanent discontinuation of the Related Service, or when the Product or Related Service is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner; or

(b) upon the User losing ownership of the Product or when the User's rights with regard to the Product under a rental, lease or similar agreement or the user's rights with regard to the Related Service come to an end; or

(c) when both Parties so agree, with or without replacing these Terms by a new terms.

Points (b) and (c) shall be without prejudice to the contract remaining in force between the Data Holder and any Subsequent or Additional User.

### **9.2 Effects of termination**

9.2.1 The termination of application of these Terms releases both Parties from their obligation to effect and to receive future performance but does not affect the rights and liabilities that have accrued up to the time of termination. Termination does not affect any provision in these Terms which is to operate even after the termination, in

particular clause 11.1 on confidentiality, clause 11.2 on applicable law and clause 11.4 on dispute settlement, which remain in full force and effect.

9.2.2 The termination of these Terms will have the following effects:

(a) the Data Holder shall immediately cease to retrieve the Data generated or recorded as of the date of termination; and

(b) the Data Holder remains entitled to use and share the Data generated or recorded before the date of termination or expiry as specified in these Terms.

## **10 Remedies for breach of these Terms**

10.1 In case of a breach or non-performance by the User, the Data Holder can:

(a) request that the User comply, without undue delay, with its obligations under these Terms, unless it would be unlawful;

(b) request that the User erases the Data accessed or used in violation of these Terms and any copies thereof;

(c) claim damages for pecuniary damages caused to the Data Holder by the intentional or negligent nonperformance.

10.2 The Data Holder can also suspend the sharing of Data with the User until the User complies with their obligations, by giving a duly substantiated notice to the User without undue delay:

(i) if the non-performance of the User's obligations is fundamental;

(ii) provided that, where applicable, all other conditions set out in clause 5.4.2 are met.

10.3 Where the User fails to perform its obligations under these Terms, it shall, in any case, pay the penalties which the Data Holder deems damages within the meaning of clause 10.1 (c). The amount of the penalty shall correspond to the costs typically incurred as a result of the breach or non-compliance. The User has the right to prove that no damage has occurred at all or that it is significantly lower than the penalty payment requested by the Data Holder.

## **11 General Provision**

### **11.1 Confidentiality**

11.1.1 The following information shall be considered confidential information:

(a) any information which the Data Holder disclosed to the User in the course of consultation for arrangement of the data access, including, but not limited to, categories and contents of the Data that the Data Holder retrieves from its Products or Related Services, data security measures taken by the Data Holder;

(b) information referring to the trade secrets or any other aspect of the operations of the other Party, unless the other Party has made this information public;

(c) information referring to the User; and

(d) information referring to the performance of these Terms and any disputes or other irregularities arising in the course of its performance.

11.1.2 Both Parties agree to take all reasonable measures to store securely and keep in full confidence the information referred to in clause 11.1.1. and not to disclose or make such information available to any third party unless one

of the Parties either (a) has obtained the prior written consent of the other Party or (b) is entitled to do so under these Terms. Notwithstanding the foregoing, both Parties may disclose the confidential information to (i) system vendors to whom such Party entrusts processing of the data or development of the system, (ii) suppliers of its products or services (for the Data Holder, it includes, but not limited to, manufacturer of onboard computers and diagnostic tools for the Products), (iii) professional advisors such as lawyers and consultants, on condition that such Party shall be liable for the other Party for protection of confidential information by such third parties.

11.1.3 These confidentiality obligations remain applicable after the termination of these Terms for (i) a period of five (5) years for the confidential information other than the Identified Trade Secrets, and (ii) an indefinite period for the Identified Trade Secrets.

## **11.2 Applicable law**

These Terms shall be governed by the law of Japan except its choice of law rules. However, if the User is a consumer and the User's usual place of residence is in an EEA Member State, the mandatory national laws of this Member State will remain unaffected and will continue to apply.

## **11.3 Modifications**

The Data Holder may make changes to these Terms any time at its sole discretion. The Data Holder will give notice of the change to the User prior to the date on which the changes shall become effective. The changes shall become binding (a) where agreed between the Parties, or, where applicable, (b) upon expiry of a reasonable notice period unless the User objects in writing before the effective date.

## **11.4 Dispute settlement**

11.4.1 The Parties agree to use their best efforts to resolve disputes amicably and, before bringing a case before a court or tribunal, to submit their dispute to any dispute settlement body in a Member State that fulfils the conditions of Article 10 of the Data Act.

11.4.2 Submission of a dispute to a dispute settlement body in accordance with clause 11.4.1 does, however, not affect the User's right to lodge a complaint with the national competent authority designated in accordance with Article 37 of the Data Act.

11.4.3 For any dispute that cannot be settled in accordance with clause 11.4.1, it shall be determined by arbitration in Tokyo, upon written request of such Party, in accordance with the then prevailing Commercial Arbitration Rules of Japan Commercial Arbitration Association by three (3) arbitrators appointed in accordance with such Rules. The arbitration proceedings shall be conducted in English language. The arbitrators may decide the procedures for such arbitration if such Rules are silent. The decision of such arbitrators shall be final and binding upon Parties participating in arbitration, and judgment thereon may be entered in any court for enforcement thereof. However, if the User is a consumer and the User's usual place of residence is in an EEA Member State, any such disputes shall be settled before ordinary courts.

11.4.4 In the case of conflicts between the terms and conditions stipulated in the body of these Terms and the contracts

for the Products and/or the Related Services, these Terms shall prevail. However, if the Parties specifically agree in the contracts for the Products and/or the Related Services that a specific clause(s) in the contracts shall override these Terms, such specific clause(s) shall prevail.