

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 and you are deemed to have agreed 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. Certain elements of the App may be subject to additional terms and conditions specified from time to time; your use of those elements of the App will be subject to those additional terms and conditions, which are incorporated into these Terms of Use by reference.

These Terms of Use constitute the 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.

We will inform you about the intended changes by email and/or through the App prior to the date on which the changes shall become effective, if such updates have a significant impact on you. If you do not accept the changes to these Terms of Use, you must discontinue your use of and access to the App, and you will be required to terminate your subscription with us and these Terms of Use before the date on which the changes shall become effective. Once the changes become effective following our prior notice, your continued use of the App will constitute your acceptance of any new or amended Terms of Use and/or updates.

2.2 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. You agree that we may remotely deliver certain essential software updates or changes to your App without any further notice or consent.

2.3 We may supply you with 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 you with, 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.

2.4 We may also provide you with other updates of the App that are not strictly necessary to keep it in conformity, for example, in order to improve the services or to ensure their interoperability.

2.5 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 (which are subject to change from time to time at our sole discretion) of the services that we make available to you can be found on our website or the website of the Suzuki distributor/dealership(s) in your respective country. The services shall be made available to you free of charge.

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 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 or authorized by the holder of parental responsibility over the child.

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 its 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 is a User.

5. TERMINATION

5.1 To exercise the right to terminate as a result of either sections 2.1, 5.2, or 18.1 or otherwise if you wish to terminate your subscription, you must inform us of your decision to terminate by following the guidance on the App or on your account web page.

5.2 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 its subscription to the App by following the guidance on the App or on your account web page. If the User fails to do so, we will be permitted to take steps to immediately terminate the services being provided to you through the App.

6. RIGHT OF WITHDRAWAL

6.1 Right of withdrawal

You have a right to withdraw from the contract within fourteen (14) days of the date of the contract conclusion (being the date of registration as a User) without giving reason (the “**withdrawal period**”). The withdrawal period will expire after fourteen (14) days from the date of the conclusion of your contract with us. To exercise the right of withdrawal you must electronically fill in and submit the model withdrawal form or provide another unequivocal statement of withdrawal to the following email address (info-suzukiconnect@suzuki.hu). If you use either option, we will communicate to you directly or through the Suzuki distributor/dealership(s) in your respective country an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by e-mail) without delay. For the sake of clarity, we will not respond to inquiries and requests made through the email address above which do not relate to the your right of withdrawal.

6.2 Effects of withdrawal

If you withdraw from this contract in accordance with section 6.1, we shall reimburse to you all payments received from you (if any), 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:
- 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);
- 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.

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. **ACCURACY OF INFORMATION**

We use reasonable efforts to ensure that information on the App, including product descriptions or other Content, is complete, accurate, and current. Despite our efforts, this may not always be the case. Please note that we are not required to maintain or update any such information and cannot be held responsible if you rely on any information made available through the App which is subsequently shown to be inaccurate or out of date.

11. **YOUR CONDUCT**

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

11.2 You agree not to:

- (i) submit multiple User registrations for one person;

- (ii) 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;
- (iii) 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;
- (iv) 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;
- (v) 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;
- (vi) harvest or otherwise collect and store information about any other User of the App, including without limitation e-mail addresses; and
- (vii) 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.

12. OPERATION OF THE APP AND TERMINATION OF THESE TERMS OF USE

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

12.2 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:
 - (i) your breach of these Terms of Use;
 - (ii) as required by law, government agency or another competent authority;
 - (iii) due to unexpected technical or security issues or problems.
- (ii) interrupt the regular operation of the App, or any portion of the App, as necessary to perform routine or non-routine maintenance, to correct any error, or to make any other change to the App, which may include the termination of any feature, functionality, or component of the App, subject to what is permissible under applicable laws and in particular subject to maintaining the conformity of the App.

12.3 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.

12.4 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 2.2 on Copyright and Ownership

Section 10 on Accuracy of Information

Section 12 Operation of the App and Termination of these Terms of Use

Section 13 on Responsibility for Loss or Damage Suffered

Section 15 on Governing Law and Jurisdiction of the Courts

Section 16 on Severability

Section 17 on Non-Waiver

Section 18 on Transfer of These Terms of Use

Section 19 on Third Party Rights

Section 23 on Electronic Communications

Section 24 on Contact Us

13. RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED

- 13.1 Our provision of the App is subject to 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.
- 13.2 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 avoid the foregoing 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. 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 or to have in place the minimum system requirements advised by us.
- 13.3 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; and
 - (iii) any other liability that cannot be excluded or limited by applicable law.
- 13.4 The App is for personal and private use only. If you use the App for any commercial, business or resale purpose 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.
- 13.5 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 for any service failures and 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.

14. **LINKS TO THIRD PARTY SITES/THIRD PARTY SERVICES**

14.1 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.

14.2 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, and you (and not MSC) will be solely responsible for obtaining any and all rights and licenses required to use any and all Third-Party Materials.

15. **GOVERNING LAW AND JURISDICTION OF THE COURTS**

15.1 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 residence.

15.2 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. In addition, for EU or EEA residents please note that disputes may be submitted for online resolution to the Online Dispute Resolution platform that is provided by the European Commission and that is available here: <http://ec.europa.eu/consumers/odr>.

16. **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.

17. **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.

18. **TRANSFER OF THESE TERMS OF USE**

18.1 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.

- 18.2 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.

19. **THIRD PARTY RIGHTS**

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

20. **AMENDMENT / WITHDRAWAL OF SERVICES**

We reserve the right to make amendments and changes to our services or to withdraw access to the services or any part of it at any time without notice, subject to what is permissible under applicable laws and in particular subject to maintaining the conformity of the App. You are responsible for checking that this has not been updated since your last visit to the App.

21. **GENERAL**

- 21.1 The remedies provided in these Terms of Use are cumulative and not exclusive of any remedies provided by law.
- 21.2 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.

22. **NOTICE AND TAKEDOWN**

- 22.1 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 "**Notice Procedure**").
- 22.2 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.
- 22.3 We will respond as soon as reasonably practicable and may remove or disable access to the material complained of following the Notice Procedure.

23. **ELECTRONIC COMMUNICATIONS**

- 23.1 You agree that MSC may provide 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.

24. **CONTACT US**

24.1 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/globalinks/>)

24.2 These Terms of Use were last updated on 01/03/2024.

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 implemented by the updates on vehicle functions;
- (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"> (i) To start your use of the App (ii) To terminate or suspend your use of the App (iii) To collect your vehicle information (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
(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"> (i) Enable connectivity functions of the onboard devices of your vehicle (ii) Disable connectivity functions of the onboard devices of your vehicle (iii) Update the settings for collection of vehicle information of the onboard devices of your vehicle (iv) Same as indicated in section (a) above
(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.

Estonia

Estonian Consumer Disputes Committee

E-mail: 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).

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

Sweden

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