GENESIS

CONNECTED SERVICES AGREEMENT TERMS AND CONDITIONS

EFFECTIVE AS OF 6/1/18

Welcome to **Hyundai Blue Link for your Hyundai vehicle, or Genesis Connected Services for your Genesis vehicle (collectively "Connected Services").** You are choosing to enroll in a Connected Services service plan ("**Service Plan**"). These Terms and Conditions are the agreement between us regarding our provision of Connected Services to you (collectively referred to herein as "Agreement" or "Connected Services Agreement"). If you activate, receive, use, accept or otherwise access Connected Services, including by downloading software or using websites to access these services, you accept and agree to be bound by these Terms and Conditions even if you have not signed this Agreement. Section 3A of this Agreement.

As used in this Agreement, the terms "you" and "your" shall be deemed to refer to, and this Agreement shall be binding upon, any person or entity who has purchased or leased a Vehicle equipped with, **or uses as a driver or occupant (e.g., additional drivers, passengers) of your Vehicle**, the Connected Services and/or has activated the Connected Services pursuant to Section 3A of this Agreement. Also, as used in this Agreement, the terms "we," "us," "our", "Hyundai Motor America", "Hyundai" or "Connected Services" shall be deemed to collectively refer to the following persons/entities, each of which are intended beneficiaries of this Agreement: (i) Hyundai Motor America, Genesis Motor America and their affiliates, their parent company, Hyundai Motor Company, its successors and assigns and Hyundai dealers/Genesis retailers in the United States; (ii) Sirius XM Connected Vehicle Services Inc. ("**Sirius XM**"), Agero, Inc., Hyundai AutoEver Telematics America, Inc. ("**HATA**"), Hyundai AutoEver America, LLC ("**HAEA**"), 24-7 Intouch ("**Intouch**"), Concentrix, Epsilon, Station Digital Management, Clear Channel Broadcasting, Inc., Google, Inc. (collectively, "**Vendors**") and their affiliates, successors and assigns, and any replacement vendors engaged by Hyundai Motor America to perform the services provided by any of its current Vendors; (iii) Connected Services Agents and their affiliates, successors and assigns; and (iv) any employees, directors, officers, subcontractors, representatives and agents of any of the foregoing.

You can contact us at any time by pressing the Connected Services button in your vehicle, or reaching out as follows:.

For Hyundai Vehicles (including Hyundai Genesis)
Call: 855-2BlueLink
Email:
CUSTOMERCARE@HYUNDAIBLUELINK.COM
Mail: PO Box 83835
Phoenix, AZ 85071-3835,

For Genesis Branded Vehicles
Call: 844-340-9741
Email:
CUSTOMERCARE@GENESISMOTORSUSA.COM
Mail: PO Box 20850
Fountain Valley, CA 92728

PLEASE READ ALL PAGES OF THIS AGREEMENT COMPLETELY BEFORE USING ANY CONNECTED SERVICES AND KEEP A COPY FOR YOUR FILES. READ AND KEEP A COPY OF ANY ADDITIONAL CONNECTED SERVICES DOCUMENTS GIVEN OR SENT TO YOU. ANY CONNECTED SERVICES DOCUMENTS (REGARDLESS OF WHETHER THEY STATE THEY BECOME PART

OF YOUR CONNECTED SERVICES AGREEMENT) ARE AUTOMATICALLY DEEMED A PART OF THIS AGREEMENT, AS DESCRIBED IN THIS AGREEMENT. IF YOU ACCEPT ANY OF THE SERVICES SUCH DOCUMENTS DESCRIBE,

DESCRIBED IN THIS AGREEMENT, IF YOU ACQUIRE ANY OF THE SERVICES SUCH DOCUMENTS DESCRIBE.

1. SERVICE REQUIREMENTS AND SERVICE PROVIDERS. Your Hyundai or Genesis vehicle, ("**Vehicle**") must come with an authorized Hyundai Blue Link or Genesis Connected Services telematics system ("Connected Services System"), which is the equipment, including hardware and software, used to provide Connected Services to your Vehicle. Additionally you must have an active Connected Services subscription to receive the Connected Services. Connected Services are provided to you by Hyundai, through its authorized connected vehicle services providers. Hyundai or its Vendors in turn may interact with and/or engage one or more third party providers as necessary to provide the Connected Services. Those third party providers include any person, company, or entity who provides any service, equipment, or facilities in connection with the Connected Services or the Connected Services System, including, but not limited to, wireless service providers, underlying wireless carriers, suppliers, licensors, public safety answering points, emergency responders and other service providers (such as police, fire and ambulance), towing companies, auto makers, distributors and dealers. Such third party providers, including Vendors, are referred to in this Agreement as "**Service Provider(s)**". In addition, Intouch **or Sirius XM** may receive and respond to your requests for Connected Services Service through an automated operator or through specially trained Connected Services personnel ("Connected Services Agents").

Connected Services Agents may connect you or your Vehicle to other Service Providers such as the police, fire department, or ambulance service. The Connected Services Agents will use reasonable efforts to contact appropriate Service Providers for help when you ask for it or when the Connected Services System in your Vehicle signals for it, but it cannot be promised that any Service Providers will respond in a timely manner or at all. The laws in some places require an emergency to be confirmed before emergency Service Providers will provide service. We will not contact emergency Service Providers in these locations in response to an emergency button press (SOS button) if we cannot hear your request for assistance or otherwise confirm that an emergency exists. We also may not contact emergency Service Providers in any location in response to emergency button presses from cars situated in locations which reasonably indicate that an emergency is unlikely such as car dealerships, rental car companies, car washes or your address if we cannot hear your request for assistance or otherwise confirm that an emergency exists. We will assume an emergency exists if the Connected Services Customer Care center receives a crash notification signal from your Vehicle.

2. FEES, PAYMENT, BILLING AND TAXES.

A. Fees and Billing. The current fee and payment schedule for your Service Plan is set forth in the Service Plan description. As a condition to receiving certain free trial periods for the **Connected Services**, you are required to provide Hyundai or Genesis with a valid credit or debit card account during enrollment or activation of Connected Services. Upon expiration of the applicable trial period(s) for your Service Plan, if we have a valid form of payment on file for you, we will automatically charge your account for the applicable service fees according to the payment schedule associated with your Service Plan and payment is due in advance. **Unless the Connected Services are cancelled by you or us as allowed by this Agreement, we will continue to charge the payment account you provided, or a substitute account provided by you or your card issuer unless or until your Service Plan is cancelled by you or by us as allowed under Section 3.** By providing payment account information to us, you represent that you are an authorized user of such payment account. The price of your Service Plan may change over time, and we will use the rates then in effect for the applicable payment period for those charges. The purchase or lease price of your Vehicle may have included a prepayment for a period of time for a specified Service Plan. **Upon expiration of the period covered by such prepayment, we will automatically start charging the payment account you provided as set forth above.**

B. Your Payment Obligations. Depending on the Service Plan you choose, you'll have different payment responsibilities, **but you must always pay on time and (unless the law provides otherwise) in full**. You are responsible for paying directly to **all Service Providers** all charges for services furnished by them that are not expressly covered by your Service Plan. If your credit, bank or debit card provider refuses a charge or an automated withdrawal, we can also terminate or suspend your service. If you object to any fees or charges for services billed by or through us, you must tell us in writing within 60 days after the fee or charge is incurred, (unless the law does not allow a limit or the law requires a longer period), OR YOU WILL AUTOMATICALLY WAIVE THE DISPUTE. Failure to comply with the payment obligations in this Agreement may result in suspension or termination of your account and inability to access the Connected Services.

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

to governmental costs. Where allowed by law, we may set these charges, and to the extent they are not taxes or required by law, we may keep them in whole or in part. Such charges are subject to change.

3. SERVICE ACTIVATION/DURATION AND CANCELLATION.

A. ACTIVATION. YOU CAN ONLY RECEIVE AND USE CONNECTED SERVICES BY ACCEPTING THIS AGREEMENT. SUBJECT TO APPLICABLE LAW, YOU ACCEPT THIS AGREEMENT AND START YOUR CONNECTED SERVICES WHEN YOU SIGN A CONTRACT THAT INCLUDES THIS AGREEMENT, OR WHEN YOU COMPLETE AND ELECTRONICALLY SIGN THIS AGREEMENT ONLINE OR AT YOUR DEALERSHIP, ACCEPT THE AGREEMENT WITHIN THE MOBILE APPLICATION OR WEBSITE, OR WHEN YOU SPEAK WITH A CONNECTED SERVICES AGENT OR AUTOMATED SYSTEM TO REGISTER FOR CONNECTED SERVICES, OR WHEN YOU (**OR ANOTHER USER OR OCCUPANT OF YOUR VEHICLE**) USE THE CONNECTED SERVICES , DOWNLOAD SOFTWARE TO USE THE CONNECTED SERVICES, OR ACCEPT ANY OF ITS BENEFITS (INCLUDING USING A VEHICLE WITH AN ACTIVE CONNECTED SERVICES SYSTEM). IF YOU DO ANY ONE OR MORE OF THESE ACTIONS TO ACCEPT, YOU ARE BOUND BY THIS AGREEMENT AND ANY LATER CHANGES OR AMENDMENTS TO IT AS PROVIDED FOR IN THIS AGREEMENT.

B. Duration. Your Connected Services start as selected by you during enrollment and as set out above and continues for the length of time specified in your Service Plan (the "**Initial Service Period**"). **AFTER THE EXPIRATION OF YOUR INITIAL SERVICE PERIOD, IF WE HAVE A VALID FORM OF PAYMENT ON FILE FOR YOU, THEN YOUR CONNECTED SERVICES WILL AUTOMATICALLY RENEW FOR SUBSEQUENT RENEWAL PERIODS (EACH A "RENEWAL SERVICE PERIOD"), BASED UPON YOUR SERVICE PLAN PERIOD, UNLESS AND UNTIL IT IS CANCELLED BY YOU OR US AS ALLOWED IN THIS AGREEMENT.** If your Initial Service Period ends on a date that is other than an anniversary date of the date on which the Initial Service Period began, then your first Renewal Service Period will be pro-rated such that in subsequent periods your Renewal Service Period will begin on an anniversary of the Initial Service Period. In addition, your payment account will be automatically charged during the Initial Service Period and each Renewal Service Period as described above.

C. Your Cancellation Rights. You can cancel your Connected Services at any time. To cancel your service, you will need to call Blue Link Customer Care at **855-2BlueLink for Hyundai Vehicles or 844-340-9742 for Genesis Vehicles.** If you purchased a Service Plan online and if provided by applicable law, you may cancel online. You will be required to provide your password/PIN in order to cancel service. We will refund to you on a pro-rata basis any service fees prepaid by you (excluding any amounts included in the purchase or lease price of your Vehicle) for remaining portions of the Service Period, (i) after the date you request cancellation, or (ii) upon providing proof of the sale, lease expiration or destruction of your Vehicle by casualty, after the date of occurrence of such event. You promise to notify us promptly if you sell your Vehicle, its lease ends, or it is destroyed by casualty. If the Connected Services are cancelled, we have the right to turn off your Connected Services System and you may have to pay for any reactivation.

D. Our Cancellation and Suspension Rights. We may cancel your Connected Services Service without cause, in which case we will give you notice 30 days prior to the effective date of cancellation after which your account will be deactivated and your Connected Services will terminate. This means that we can decide to cease providing to the Connected Services to you at any time and for any reason, even for reasons unrelated to you or your account with us. In such a case, we will refund any amounts you have paid in advance for the Connected Services (other than any payment that was included in the purchase or lease price of your Vehicle), but not for the Connected Services System. Additionally, we may cancel your Connected Services without prior notice to you if we have received information that establishes you are no longer the owner/lessee of your Vehicle, and in such case we will not refund any prepaid amounts to you unless you notify us as provided in Section 3C above. Also, we may cancel your Connected Services without prior notice to you for any good cause. This means, for example, we can terminate your Connected Services immediately if you breach any part of this Agreement, do not pay amounts that are due, interfere with our efforts to provide service, interfere with our business, or if your Connected Services or wireless phone number is used for illegal or improper purposes. You do not have any right to have Connected Services reactivated, even if you cure any of these problems. Whether to allow you to have Connected Services again will be entirely up to us. In the event we cancel your Connected Services for good cause, we will not refund any prepaid or unused portions of your services fees. We can suspend or cancel your Connected Services for any reason. We can also suspend it for network or system maintenance or improvement, or if there is network congestion, or if we suspect your Connected Services is being used for any purpose that would allow us to cancel it.

E. SPECIAL NOTICE FOR VEHICLES WITH 2G OR 3G WIRELESS TECHNOLOGY. MANY CONNECTED SERVICES SYSTEMS UTILIZE 2G OR 3G WIRELESS TECHNOLOGY. CELLULAR CARRIERS MAY ELECT TO NO LONGER SUPPORT 2G WIRELESS

UTILIZE 2G OR 3G WIRELESS TECHNOLOGY. CELLULAR CARRIERS MAY CEASE TO NO LONGER SUPPORT 2G WIRELESS TECHNOLOGY AT ANY TIME AND YOUR VEHICLE WILL BE UNABLE TO CONNECT TO CONNECTED SERVICES AND MAY NOT BE UPDATED TO SUPPORT OTHER TECHNOLOGIES. HYUNDAI'S CELLULAR CARRIER IS EXPECTED TO DISCONTINUE SUPPORT OF 3G WIRELESS TECHNOLOGY BY 2022 AND ANY DEVICES UTILIZING 3G WIRELESS TECHNOLOGY ARE EXPECTED TO BE INOPERABLE AFTER 2022. ONCE 2G OR 3G WIRELESS TECHNOLOGY IS DISCONTINUED, YOUR VEHICLE'S CONNECTED SERVICES SYSTEM, IF UTILIZING 2G OR 3G WIRELESS TECHNOLOGY, WILL BE UNABLE TO CONNECT TO CONNECTED SERVICES AND YOUR VEHICLE MAY NOT BE UPDATED TO SUPPORT OTHER WIRELESS TECHNOLOGIES.

4. TRANSFERRING, REACTIVATING OR CHANGING YOUR SERVICE. Unless we agree otherwise, you cannot transfer your Connected Services to another Vehicle or another person. You may activate, cancel, change or reactivate your Connected Services as provided elsewhere in this Agreement, however, we will only accept such requests from you or an additional authorized user of legal age listed on your account (or from someone we believe is your authorized agent). If we do any of these things, you agree to pay any charges associated with these requests.

5. CHANGES TO THIS AGREEMENT. We can change this Connected Services Agreement at any time, after giving 30 days' notice to you (or such longer period as required by law). This includes changing any or all of this Agreement, even the prices and services provided. If any such change materially affects your rights under this Agreement, or negatively impacts your Connected Services in a material way, or results in higher fees being charged to you by Hyundai or Genesis, we will provide you with notice of such change in writing, which may include by electronic mail. We will notify you of any other non-material changes by publishing a notice of the change or a revised version of these Terms and Conditions on the Customer Web Portal and/or in the mobile application. You agree that we may use any credit, or debit card of yours that we have on file for payment of such charges. AFTER RECEIVING NOTICE OF A CHANGE THAT MATERIALLY AFFECTS YOUR RIGHTS UNDER THIS AGREEMENT, NEGATIVELY IMPACTS YOUR Connected Services IN A MATERIAL WAY, OR RESULTS IN HIGHER FEES BEING CHARGED TO YOU, YOU MAY CANCEL YOUR CONNECTED SERVICES AGREEMENT OR AGREE TO THE CHANGE. IF YOU DO NOT CANCEL YOUR CONNECTED SERVICES AGREEMENT WITHIN 30 DAYS OF THE DATE OF THE NOTICE, THEN YOU WILL BE AGREEING TO THE CHANGE AND IT WILL AUTOMATICALLY BECOME PART OF THIS AGREEMENT. You can obtain a copy of the current Terms and Conditions for your Agreement, online at MyHyundai.com or MyGenesis.com by calling us, or by pressing the Connected Services button in your Vehicle and asking a Connected Services Agent.

6. SPECIAL INFORMATION ABOUT SERVICE AND SYSTEM LIMITATIONS.

A. Availability. Connected Services are only available in the 50 United States. Connected Services works using wireless communication networks and the Global Positioning System ("GPS") satellite network. NOT ALL CONNECTED SERVICES ARE AVAILABLE EVERYWHERE, PARTICULARLY IN REMOTE OR ENCLOSED AREAS, OR ON ALL VEHICLES, AT ALL TIMES. The area that you are driving in may affect the type or quality of service that we can provide to you, including, but not limited to, routing service. Additionally, some Connected Services may not be fully available if the GPS system is not working (map CD or DVD may be required). Certain programming limitations of the GPS system may impair our ability to determine your vehicle's precise location.

B. Technology and Communications. Connected Services cannot work unless your Vehicle is in a place where we have an agreement with a wireless service provider for service in that area. Connected Services also cannot work unless you are in a place where the wireless service provider we have hired for that area has coverage, network capacity, and reception when the Connected Services is needed, and technology that is compatible with the Connected Services. Connected Services that involves location information about your Vehicle cannot work unless GPS satellite signals are unobstructed, available in that place and compatible with the Connected Services System as well.

C. Vehicle and Equipment. The Connected Services is provided using an embedded telematics device installed in your Vehicle which receives GPS signals and communicates with the Blue Link Customer Care center via wireless and landline communications networks. The Connected Services System is not intended to place or receive personal calls and may only place calls to our Vendors as permitted under this Agreement. YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE CONNECTED SERVICES SYSTEM TO OPERATE. You may need to increase the volume of your radio to hear operator services or automated voice delivered services from the Connected Services System. Connected Services may not work if your Connected Services System [or TTY equipment], if applicable, is not properly installed (by someone we have authorized) or you have not maintained it and your Vehicle in good working order and in compliance with all government regulations. If you try to add or modify any equipment or software in your Vehicle including the Connected Services System, the Connected Services may not work and we can terminate your

Vehicle including the Connected Services System, the Connected Services may not work and we can terminate your Connected Services. Your Connected Services System needs to be compatible with the Connected Services and the wireless service and technology provided by us. If your Vehicle does not have an ignition cycle after 96 hours (i.e., 4 days), certain Connected Services may not be available until the Vehicle is started.

D. Geography and Environment. There are other problems we cannot control that may prevent us from providing Connected Services to you at any particular time or place, or that may impair the quality of the Connected Services. Some examples are hills, tall buildings, tunnels, weather, damage to important parts of your Vehicle in an accident, or wireless network congestion.

E. Maps and Navigation. The routing data that we provide to you is based on the most current map information available to us that we are able to provide to you, but may be inaccurate or incomplete. For example, our routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads, detours or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. In addition, traffic, weather and other events may cause road conditions to differ from the results generated. Therefore, you should always use good judgment, obey traffic and roadway laws and instructions and evaluate whether it is safe and legal based on current traffic, weather and other conditions to follow the directions provided by the Connected System and Services. OTHER THAN AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER HYUNDAI NOR ITS VENDORS MAKE ANY SPECIFIC PROMISES ABOUT THE ROUTING DATA PROVIDED HEREUNDER (I.E., WE DO NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE ROUTING DATA, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS – THE ROUTING DATA IS PROVIDED "AS IS").

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

G. Outside Our Control. Neither Hyundai nor Genesis is responsible for any delay or failure in performance if such failure or delay could not have been prevented by reasonable precautions. Additionally, neither Hyundai nor Genesis is responsible if such failure or delay is caused by acts of nature, or forces or causes beyond our reasonable control. Examples include public utility electrical failure, acts of war, government actions, terrorism, civil disturbances, labor shortages or difficulties (regardless of cause), or equipment failures including Internet, computer, telecommunication or other equipment or technology failures.

7. SPECIAL NOTICES.

A. Software, Hardware and Equipment Updates. Connected Services involves server and vehicle software that we may need to change from time to time. We may do this remotely without notifying you first. It may also require device application updates, including mandatory updates, to the Connected Services applications, including mobile and wearable apps. Such changes may affect or erase data you have stored on the Connected Services System in your Vehicle or on your device. We are not responsible for any lost data. You do not own the Connected Services software in the vehicle or on your device or website, or acquire any rights to use or modify the Connected Services software on your own. Your Vehicle's systems also involve software that we may need to change from time to time. You agree to allow the updates described in this Agreement to be done remotely without notifying you.

B. Telecommunications/GPS Changes. The Connected Services System uses digital wireless telecommunications technology and GPS technology that are outside of our control. Telecommunications technologies have been known to change over time, resulting in the obsolescence of certain telecommunications networks. If the telecommunications technology or GPS technology used by your Connected Services System changes in a way that results in incompatibility of those technologies with your Connected Services System, then your Connected Services System will not work and we may be forced to cancel your Connected Services. Further information regarding cellular carrier technologies is covered in Section 3E of this Agreement. If other changes occur to the telecommunications technology or GPS technology used by your Connected Services System, we will notify you of the effective date of cancellation and any applicable changes to these Terms and Conditions.

C. Wireless Carriers. You do not have any right in the wireless phone number assigned to your Connected Services System. We can change the number at any time. As a condition to providing wireless service, the wireless carrier requires that you agree to the following terms. You agree that you have no contractual relationship whatsoever with the wireless carrier and that you are not a third-party beneficiary of any agreement between Connected Services or any Service Provider and any wireless carrier. IN ADDITION, YOU AGREE THAT THE WIRELESS CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER

WIRELESS CARRIER. IN ADDITION, YOU AGREE THAT THE WIRELESS CARRIER HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO YOU.

8. SPECIAL INFORMATION AND AGREEMENTS ABOUT CERTAIN SERVICES

A. Automatic Collision Notification and Assistance & SOS Emergency Assistance. When we receive an emergency signal from your Vehicle, we will first attempt to verify your emergency, and then if appropriate, contact third party emergency responders to respond to your emergency. You understand that we cannot assure you, or make any guarantees, about the manner or timeliness of such third party response or even whether third party emergency responders will in fact respond to your emergency at all or in a timely manner. YOUR VEHICLE HAS TO HAVE A WORKING ELECTRICAL SYSTEM (INCLUDING ADEQUATE BATTERY POWER) FOR THE AUTOMATIC COLLISION NOTIFICATION AND SOS FEATURES TO OPERATE.

B. Stolen Vehicle Recovery, Vehicle Immobilization and Vehicle Slowdown. If your Vehicle is stolen, we can try to locate it. Before we try to locate it, you will need to file a stolen vehicle police report with the local authorities and be able to verify your identity to us. We will ask for information about the police report you filed and verify with the local authorities that they are treating the Vehicle as stolen. For your safety and the safety of others, we will only provide location information about stolen vehicles to the police. We will not continue to try to locate your Vehicle after seven days from the time you first report it stolen, and we cannot guarantee that we will find it. You may request one additional seven day extension, after which we will cease any efforts to locate your Vehicle. We also are not required to try to find your Vehicle for the purpose of locating a person. We will not provide stolen vehicle location service for your Vehicle to an unauthorized third party, which means anyone other than you or an authorized user of legal age listed on your account, a government entity pursuant to a valid court order or other official governmental action, or one of our affiliates in connection with the leasing or financing of your Vehicle. Connected Services may be used by law enforcement to immobilize or slowdown your Vehicle in the event your Vehicle is stolen and law enforcement deems it necessary to immobilize or slowdown your Vehicle. Stolen Vehicle Recovery, Vehicle Immobilization, and Vehicle Slowdown may not be available in situations where the vehicle was not subscribed to the applicable Connected Services package at the time the vehicle was stolen and may not be available due to conditions outside of our control as described in Section 6 above.

C. Location of Your Vehicle in Connection with Lease/Finance. If you lease or finance your Vehicle through us or one of our affiliates, and you have materially breached
any of the terms of the agreements governing such lease or finance, we may use the Connected Services to locate you or your Vehicle for the purpose of communicating with you and/or recovering your Vehicle. **YOU EXPRESSLY CONSENT TO OUR USE OF THE CONNECTED SERVICES IN THIS MANNER.**

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

E. Curfew Alerts, Geo-Fence, Driving Information, Speed Alert & Valet Alert (if equipped). You understand that your use of these services allows you to remotely monitor information about your Vehicle's location and conditions, even if someone other than you is driving or occupying your vehicle. You agree to adhere to the terms of this Agreement regarding informing other users and occupants of your Vehicle about the Connected Services and system features and limitations. Please also see Section 10 of this Agreement (Privacy).

F. Remote Door Unlock/Lock. We can often unlock your Vehicle doors remotely if you are locked out of the Vehicle. This service requires you to establish and use a PIN each time it is accessed, whether by operator, web, mobile app, third party connected device, or phone. We will provide assistance to anyone who can provide us your password/PIN or other satisfactory identification of your account. If remote door unlock is unsuccessful, we may contact roadside assistance or emergency Service Providers to help you upon request.

G. Remote Horn & Lights. It is your responsibility prior to activating Remote Horn and Lights to ensure that doing so will not violate any regulation, ordinance or other law applicable to the location of your Vehicle at the time of activation. This service requires you to establish and use a PIN each time it is accessed, whether by operator, web, mobile app, third party connected device, or phone. We will provide assistance to anyone who can provide us your password/PIN or other satisfactory identification of your account.

H. Remote Start. It is your responsibility prior to activating Remote Start to ensure that your Vehicle is parked and in the proper gear, under conditions that make it safe to start the engine, as well as to ensure that starting your Vehicle remotely,

proper gear, under conditions that make it safe to start the engine, as well as to ensure that starting your Vehicle remotely, including the flashing lights indicator for successful remote start, remotely will not violate any regulation, ordinance, or other law applicable to the location of your Vehicle at time of activation. Laws in some communities may restrict the use of the features that remotely start the Vehicle's engine. For example, some laws may require a person using the Remote Start feature to have the vehicle in view when doing so or limit the length of time a vehicle engine may idle. Please check local and state regulations for requirements and restrictions on remote starting of vehicles and engine idling time. In order to drive the Vehicle, the key must be present. This service requires you to establish and use a PIN each time it is accessed, whether by operator, web, mobile app, third party connected device, or phone. We will provide assistance to anyone who can provide us your password/PIN or other satisfactory identification of your account. Remote Start may not be available in all vehicles such as those with manual transmission or not equipped with a push-button start ignition.

I. Recall Advisor. You understand that this service is provided to you as a courtesy for your convenience only and does not serve as a substitute, or replacement, for any official service action or recall notifications from or on behalf of Hyundai, Genesis, or component parts suppliers.

J. Diagnostic Information/Maintenance Alert. Your Vehicle may only send diagnostic trouble codes to the Connected Services that result in a dashboard warning light. In some instances, multiple codes may be generated for the same occurrence. There may be unanticipated delays in presenting the current diagnostic status of your Vehicle online and in your monthly vehicle report. You should visit a qualified repair facility for a complete and current diagnostic status of your Vehicle. Connected Services are authorized to maintain and send diagnostic information to Hyundai dealers, including trouble codes, maintenance alerts, and mileage. This service is provided to you as a courtesy for your convenience only and the Vehicle owner is responsible for maintaining the Vehicle in accordance with the schedule published in the owner's manual.

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

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

M. In-Vehicle Apps (if equipped): Hyundai is the provider of the in-vehicle Download Center, which permits you to purchase or receive free digital content in the form of an in-vehicle application. An active Connected Services subscription is required to download and/or upgrade available in-vehicle apps. Additionally, select in-vehicle apps may require an active Connected Services subscription to access content and/or services as part of its designed operation. Use of the Download Center requires Internet access (fees may apply); may require periodic updates; and may be affected by the performance of these factors. You agree that meeting these requirements, which may change from time to time, is your responsibility. We reserve the right to change content options (including eligibility for particular features) without notice. All copyrights in and to the Download Center and related software are owned by us and/or our licensors, who reserve all their rights in law and equity.

N. Location Sharing (if equipped): You understand that when you use this service, your Vehicle's location information will be sent to all persons/devices you have designated in your preferences via the Hyundai Blue Link or Genesis Connected Services website, smartphone app or in-vehicle and you consent to the delivery of such location information.

O. Wi-Fi (if equipped): It is your responsibility to ensure any external equipment used to access the Download Center is suitable for use with the Download Center and is adequately protected against external threats. We cannot guarantee access to any Wi-Fi access point for you to use the Download Center or guarantee that service will be available from any Wi-Fi access point.

P. Mobile and Wearable Apps: We hereby grant you a non-exclusive, non-transferable license to download, install and use the application to access the Services on your mobile or wearable device for your own personal, non-commercial use according to this Agreement. This license is conditioned on your acceptance of all terms, conditions, policies, and notices accompanying the application or any of its content, including your agreement not to modify the content displayed in the application and to keep intact all copyright, Trademark, and other proprietary notices. The contents of the application including, but not limited to, text, images, audio, video and biometric information and their arrangement as well as the underlying code, are the property of, or licensed by, Hyundai and are subject to copyright and other intellectual property protection. All trademarks, logos and service marks used in the application (collectively, "Trademarks") are the property of their respective owners. The Trademarks may not be modified, downloaded, copied, used or distributed except as an

their respective owners. The trademarks may not be modified, downloaded, copied, used or distributed except as an integral part of the authorized download, copy or transmission of the application. Except as expressly stated here, we grant no other rights or licenses under any patents, Trademarks, copyrights, or other proprietary or intellectual property rights. Hyundai hereby reserves all rights to enforce its intellectual property rights to the fullest extent of the law, including the seeking of criminal prosecution.

You are prohibited to make any use of the application that (a) infringes any third-party intellectual property, publicity or privacy rights, (b) violates any applicable law or regulation, (c) is defamatory, obscene, profane, false, threatening, pornographic, inappropriate or unprofessional, (d) contains any viruses, Trojan horses, worms, time bombs, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information, or (e) is otherwise tortious or criminal. Subject to the foregoing, we do not generally make editorial determinations about your transmissions or any content you provide. However, we reserve the right to take any actions in our sole discretion to minimize our liability arising from your use of the application, or to preserve our relationships with our Service Providers. We also retain the right to provide mandatory software updates to mobile and/or wearable devices that may limit or prohibit use of outdated versions of the mobile and/or wearable apps. We will cooperate with any valid subpoenas or court orders directing us to disclose the identity of anyone posting any information or content that violates this Agreement.

Third Party Devices and Applications. Use of the application and Connected Services necessarily involves hardware, services, and applications that were not developed by and are not under the control of Hyundai or Genesis, including but not limited to your device, your wireless service provider's network, Internet browsers, email and SMS programs, dialers and other applications. Hyundai, Genesis and their Service Providers (i) do not guarantee that third party hardware, services and applications will function correctly with this application, (ii) expressly deny any liability related to involvement and interaction with these third party hardware, services and applications, and (iii) cannot guarantee and expressly disclaim liability for the above third parties' privacy and security compliance including that related to conversations or data transmissions over the Internet or wireless network.

Local Laws: Local laws may limit the use of certain features in the application, including but not limited to the feature to remotely start the engine in your vehicle. It is your responsibility to be aware of local regulations that would result in restrictions on your use of the application. Hyundai, Genesis and their Service Providers expressly deny any liability for any violation of local law created by your use of the application.

Fees, Costs and Other Expenses: The application requires a data network operated by a wireless service provider to function. Your account with your wireless service provider is your responsibility and not the responsibility of the Connected Services. Depending on your data plan, you may incur charges from your wireless service provider for use of their network and/or for specific services, for example, making phone calls, sending or receiving text messages and/or emails or other services. You are solely responsible for any and all costs you incur as a result of your use of the application.

Q. Genesis Intelligent Assistant Engine (IAE) reads information provided by the customer's device (e.g. Calendar Events, POIs and Destinations) and delivers context driven notifications (Apple and Google Push Notifications for Mobile Devices) that prompt the customer to interact with their Genesis through the Genesis IA app.

Primary IAE inputs include:
Device Calendar
Current Weather based on location
Current Location
Travel time to destination (traffic included as part of route calculation)
The customer must authorize the Genesis IA App, via OS level permissions (in app and/or within the OS Settings) for Location and Calendar Access.
The customer must authorize the Genesis IA App, via OS level permissions (in app and/or within the OS Settings) for Location and Calendar Access. The IAE obtains VIN (which is needed to by HMA push AP), user id, event name, location, and time. This information is stored on Amazon server for 2 months and transmitted over HTTPS.

9. YOUR RESPONSIBILITIES

A. Working System/Registration. The Connected Services System in your Vehicle may be active before you buy or lease your Vehicle or press the Blue Link button to begin using the Connected Services. In that case, we may provide you with

your Vehicle or press the Blue Link button to begin using the Connected Services. In that case, we may provide you with Connected Services and create an account with personal information about you that we receive from Hyundai, unless you call us or press the Blue Link button in your Vehicle and tell a Blue Link Agent that you want to cancel Connected Services. Any transaction with anyone but us that you carry out using Connected Services, and any use that you make of any information received from or through any Connected Services, is entirely your responsibility. You act at your own risk.

B. Passwords/PINs. You promise to be fully responsible for the protection of your password/PINs. Anyone who has access to your password or PINs may be able to access the Connected Services Features and Account, Blue Link or Genesis Connected Services Web Sites, Connected Services Mobile Apps, and In-vehicle Apps. We have no responsibility for, nor obligation to inquire about, the authority of anyone using your password/PINs or other information that can be used to identify your account to request Connected Services for your Vehicle.

C. Proper Use of the Services. You are responsible for ensuring safety and compliance with all regulations, ordinances and other laws applicable to your Vehicle. You promise to use Connected Services emergency and roadside services only for actual emergencies and roadside assistance needs. You promise not to use the Connected Services for any fraudulent, unlawful, or abusive purpose, or in any way that is not described in materials provided by us to you or that interferes with our provision of services to you or to our other customers. You promise to notify us if you no longer have ownership or possession of the vehicle, including third party sale, loss, or total damage to the vehicle. You promise you will not abuse or do anything to damage our business operations, services, reputation, employees or facilities. If you do any of these things, you agree to indemnify, defend and hold us harmless from and against any and all costs, expenses (including attorneys' fees), losses, damages and other liabilities which arise from or in connection with a claim or demand that any third party makes against us, which results in whole or in part from that use or misuse, or your actions or failure to act.

D. Safeguarding and Use of Others' Information. Certain information you receive through your Connected Services belongs to us or third parties who provide it through us. It may be covered by one or more copyrights, trademarks, service marks, patents, trade secrets or other legal protections. You promise not to use any content you receive through Connected Services except as expressly authorized by us. You cannot license, lease, sell, resell, have licensed, have leased, have sold or resold, or otherwise transfer or convey any of it or use it for commercial purposes. You agree you will not copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it. Certain Service Providers impose further terms and conditions on providing services (for example, the end user terms covering navigation and location data). By using the Connected Services, you also agree to be bound by those additional terms and conditions. You can access these additional terms and conditions online at myHyundai.com and genesismotorsusa.com/owners, or request a copy by emailing us, calling us, writing us or by pressing the Blue Link button in your Vehicle and asking a Blue Link Agent.

E. Other Users/Occupants of Your Vehicle. YOU ARE SOLELY RESPONSIBLE FOR ANY USE OF CONNECTED SERVICES IN YOUR VEHICLE, EVEN IF YOU ARE NOT THE ONE USING IT, AND EVEN IF YOU LATER CLAIM THE USE WAS NOT AUTHORIZED. YOU ARE ALSO SOLELY RESPONSIBLE FOR THE SERVICES REQUESTED BY YOU, OR BY ANYONE USING OR OCCUPYING YOUR VEHICLE, THROUGH CONNECTED SERVICES. You promise to educate and inform all users and occupants of your Vehicle about the Connected Services, system features and limitations and our use of such user's and occupants' information as permitted by this Agreement. We have no obligation to inquire about the authority of anyone using your Vehicle. If you, another driver or a passenger of your Vehicle uses the Connected Services System to commit a crime or for another improper purpose or if such other driver or occupant of your Vehicle disputes Hyundai's collection and use of information as permitted in this Agreement, you agree to indemnify, defend and hold Connected Services harmless from and against any and all costs, expenses (including attorneys' fees), losses, damages and other liabilities which arise from such improper use.

10. PRIVACY

A. Information Collected and Used by Us. In providing the Connected Services to you and as more fully set forth in the Blue Link Service Subscriber Privacy Policy and Genesis Connected Services Subscriber Privacy Policy, we may collect and retain an electronic or other record of certain information about you and/or occupants of your Vehicle including: your Vehicle's description, location, speed, direction of travel, time of travel, service data, eco-related driving performance data, mechanical condition or incidents involving your Vehicle, your search content, information about anyone making a Connected Services call from your Vehicle or under your account; the date, time and duration of call and any Blue Link Agent notes written during a call. You agree that we may record or monitor your Vehicle's location or other information when (1) the Connected Services is active in your Vehicle, (2) your airbag deploys or a severe impact occurs, (3) your Vehicle is equipped to provide stolen vehicle recovery and you report your Vehicle as stolen; (4) as permitted by applicable state

is equipped to provide stolen vehicle recovery and you report your vehicle as stolen; (4) as permitted by applicable state and federal laws, rules and regulations; (5) in connection with our attempts to communicate with you or recover your Vehicle pursuant to agreements governing the lease or financing of your Vehicle; or (6) when your vehicle's data is aggregated for general analysis and quality improvement purposes. Your Vehicle may also be equipped with one or more sensing or diagnostic modules capable of automatically retrieving, recording, transmitting, or storing certain vehicle data, such as trouble codes, tire pressure, battery voltage, coolant temperature, eco-related driving performance habits, and service requirements.

We use the information we collect from you or occupants of your Vehicle to deliver the Connected Services to you, manage your Connected Services account, improve occupant and vehicle safety, analysis and research purposes, improve your Connected Services experience at our dealers, provide service notifications/alerts and enhance your overall ownership experience. We will not sell, trade, or rent your information to others without your authorization. We share certain information collected from the Connected Services with our dealers to assist in performing service diagnosis and repair and to improve your customer experience. We share the information we collect with Service Providers for purposes of providing the Connected Services and maintaining your account. We may also share information as necessary with third parties for analysis and research purposes. All Service Providers or third parties are contractually obligated to keep your information confidential if it is identifiable to you and use such information only as we specify. We may also disclose information to individuals designated by you to be contacted in an emergency. When required, you agree we may release information, including location data, to comply with applicable laws or regulations, in legal proceedings to respond to judicial subpoenas or court orders, in cooperation with law enforcement agencies, and to enforce the terms of this Agreement and any agreement related to the lease or financing of your Vehicle. Any data which we collect or which you provide to us which is not identifiable to you, including functionality use, statistics, performance data, quality metrics, shall be owned by us.

To improve the customer experience with delivery of location based services, we may collect, use, and share precise location data for POI Searches initiated via in-vehicle button or display, website and/or call center. This location data is collected anonymously in a form that does not personally identify you and is solely used by us to provide and improve location-based products and services. (Data collected may include POI search request, date and time, coordinates where search was initiated and results provided by Google, Inc.).

B. Monitoring and Recording. For quality assurance purposes, the Service Providers may monitor and record conversations between their respective service centers and you and your Vehicle's occupants, as well as any conversations between their service centers and you or others contacting the service centers to discuss your account outside of the vehicle. YOU CONSENT, ON BEHALF OF YOURSELF, ALL OCCUPANTS OF YOUR VEHICLE, AND ANYONE ENGAGED IN A CONVERSATION WITH A SERVICE PROVIDER ABOUT YOUR VEHICLE OR YOUR ACCOUNT, TO THE MONITORING AND RECORDING OF ALL CONVERSATIONS BETWEEN THE SERVICE CENTERS AND SUCH PERSONS AND YOU RELEASE HYUNDAI FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES AND LOSSES THAT MAY RESULT FROM ANY SUCH MONITORED AND/OR RECORDED CONVERSATIONS. Call recordings may be shared with Hyundai dealers/Genesis retailers and other service providers. We may also be legally required to provide location tracking data and other information obtained through the Connected Services System to law enforcement agencies. YOU RELEASE HYUNDAI FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE DISCLOSURE OF INFORMATION UNDER THOSE CIRCUMSTANCES.

C. Your Consent. YOU CONSENT ON BEHALF OF YOU AND OCCUPANTS IN YOUR VEHICLE TO WIRELESS COMMUNICATION BEING CONDUCTED IN YOUR VEHICLE TO ENABLE OUR SERVICE PROVIDERS TO DELIVER THE CONNECTED SERVICESTO YOU AND OCCUPANTS IN YOUR VEHICLE. YOU ON BEHALF OF YOU AND OCCUPANTS IN YOUR VEHICLE ALSO CONSENT TO THE COLLECTION, RECORDING AND USE OF THE INFORMATION DESCRIBED IN THIS AGREEMENT AND RELEASE HYUNDAI FROM AND AGAINST ANY AND ALL CLAIMS OR LIABILITIES ARISING OUT OF THE COLLECTION AND USE OF THIS INFORMATION. YOU ALSO AGREE THAT WE MAY CONTACT YOU IN YOUR VEHICLE, BY ELECTRONIC MAIL, OR BY TELEPHONE AT ANY NUMBER WE HAVE ON FILE FOR YOU, AND, IN SOME CIRCUMSTANCES, BY PRERECORDED MESSAGE, EVEN IF DOING SO MAY RESULT IN ADDITIONAL TELECOMMUNICATIONS FEES OR CHARGES TO YOU, TO DISCUSS YOUR ACCOUNT, OFFER UNSOLICITED PROMOTIONS, OR TO DELIVER SERVICES.

D. Your Rights. The Blue Link Service Subscriber Privacy Policy and Genesis Connected Services Subscriber Privacy Policy govern our use and protection of your personal information. We may change this policy at any time while meeting our legal obligation. You can access the current policy online at MyHyundai.com, MyGenesis.com, or request a copy by emailing us, calling us, writing us or by pressing the Blue Link button in your Vehicle and asking a Blue Link Agent. Comments or

inquiries about the Blue Link Subscriber Privacy Policy and Genesis Connected Services Subscriber Privacy Policy should be directed to **855-2BlueLink for Hyundai Vehicles or 844-340-9742 for Genesis Vehicles**. You may review, modify, correct, or

directed to **USE BLUELINK for Hyundai Vehicles or USE MYG for Genesis Vehicles**. You may review, modify, correct, or update the information you provide us at any time by emailing us, calling us, writing us or by pressing the Blue Link button in your Vehicle and speaking to a Connected Services Agent.

11. NO WARRANTIES. Warranties are special kinds of promises. YOUR VEHICLE'S LIMITED WARRANTY does not cover the Connected Services or the wireless service, which is provided to you on an "as is" and "where is" basis, without any warranty of any kind, express or implied. IN ADDITION, HYUNDAI CANNOT PROMISE UNINTERRUPTED OR PROBLEM-FREE SERVICE, AND CANNOT PROMISE THAT THE DATA OR INFORMATION PROVIDED TO YOU WILL BE ERROR-FREE. ALL DATA AND INFORMATION IS PROVIDED TO YOU ON AN "AS IS" BASIS. HYUNDAI HEREBY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE CONNECTED SERVICES SYSTEM, THE CONNECTED SERVICES AND ANY DATA AND INFORMATION AND SERVICES PROVIDED THROUGH IT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO CONTENT, QUALITY, ACCURACY, TIMELINESS, COMPLETENESS, CORRECTNESS, RELIABILITY, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. ALL SUCH WARRANTIES ARE EXPRESSLY EXCLUDED BY THIS AGREEMENT.

12. LIMITATIONS OF LIABILITY. YOU AND WE ARE EACH WAIVING IMPORTANT RIGHTS. UNLESS FORBIDDEN BY LAW IN A PARTICULAR INSTANCE, WE EACH AGREE AS FOLLOWS:

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

B. WE ARE NOT LIABLE TO YOU FOR (1) ANY INJURIES TO PERSONS OR PROPERTY ARISING OUT OF OR RELATING TO YOUR OR THE OCCUPANTS OR YOUR VEHICLE'S USE OF THE CONNECTED SERVICES SYSTEM OR CONNECTED SERVICES, OR (2) ANY DAMAGES ARISING OUT OF OR RELATING TO THE INSTALLATION, REPAIR, OR MAINTENANCE OF THE CONNECTED SERVICES SYSTEM.

C. THE MAXIMUM AGGREGATE LIABILITY OF HYUNDAI TO YOU UNDER ANY THEORY (INCLUDING BUT NOT LIMITED TO FRAUD, MISREPRESENTATION, BREACH OF CONTRACT, PERSONAL INJURY, OR PRODUCTS LIABILITY) IS LIMITED TO THE GREATER OF (I) $500 OR (II) THE TOTAL AMOUNT PAID BY YOU FOR THE PORTION OF THE CONNECTED SERVICES GIVING RISE TO THE CLAIM DURING THE 12 MONTHS PRECEDING THE DATE YOUR CLAIM AROSE. YOU AGREE THAT HYUNDAI WOULD NOT HAVE AGREED TO PROVIDE THE CONNECTED SERVICES TO YOU IF YOU DID NOT AGREE TO THIS LIMITATION. THIS AMOUNT IS THE SOLE AND EXCLUSIVE LIABILITY OF HYUNDAI AND ANY OTHER THIRD PARTY BENEFICIARIES TO YOU, AND IS PAYABLE AS LIQUIDATED DAMAGES AND NOT AS A PENALTY. IN THE EVENT YOU WISH TO OBTAIN A GREATER AMOUNT THAN THIS LIMITATION, YOU HAVE THE OPTION TO PURCHASE SUCH GREATER AMOUNT BY PAYING AN ADDITIONAL MONTHLY AMOUNT AND A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE ADDITIONAL CHARGE AND ADDITIONAL AMOUNT OF THE LIMITATION OF LIABILITY.

D. NEITHER YOU NOR WE CAN RECOVER (1) PUNITIVE OR EXEMPLARY DAMAGES, (2) TREBLE, CONSEQUENTIAL, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR (3) ATTORNEY'S FEES (EXCEPT IN CONNECTION WITH INDEMNIFICATION CLAIMS AS PROVIDED IN THIS AGREEMENT). YOU AND WE AGREE NOT TO MAKE, AND TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW, ANY CLAIM FOR DAMAGES OTHER THAN DIRECT, ACTUAL, COMPENSATORY DAMAGES AS LIMITED IN THIS AGREEMENT.

E. WE HAVE NO LIABILITY FOR SERVICE INTERRUPTIONS OF 30 DAYS OR LESS. TO RECEIVE SERVICE CREDIT FOR LONGER INTERRUPTIONS, YOU MUST NOTIFY US WITHIN 60 DAYS AFTER THE TIME WHEN THAT SERVICE INTERRUPTION STARTED. EXCEPT FOR ANY CREDITS PROVIDED VOLUNTARILY BY US FOR A DROPPED CALL, OR CREDITS FOR INTERRUPTED SERVICE AS DESCRIBED ABOVE, NO ONE IS LIABLE TO YOU FOR DROPPED CALLS OR INTERRUPTED SERVICE, OR FOR PROBLEMS CAUSED BY OR CONTRIBUTED TO BY YOU, BY ANY THIRD PARTY, BY BUILDINGS, HILLS, TUNNELS, NETWORK CONGESTION, WEATHER, OR ANY OTHER THINGS HYUNDAI IS UNABLE TO CONTROL.

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

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

H. YOU AGREE THAT HYUNDAI IS NOT LIABLE FOR ANY ERRORS, DEFECTS, PROBLEMS, OR MISTAKES IN DATA OR INFORMATION TRANSMITTED THROUGH THE CONNECTED SERVICES SYSTEM.

INFORMATION TRANSMITTED THROUGH THE CONNECTED SERVICES SYSTEM.

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

NOTE: Some states do not allow an exclusion or limitation of incidental or consequential damages or certain other damages, so some of the limitations above may not apply in some situations.

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

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

15. RESOLVING DISPUTES.

A. Governing Law. To the fullest extent permitted by law and except as explicitly provided otherwise, this Agreement and any disputes arising out of or relating to it will be governed by the laws of the state of California without regard to its conflict of law principles.

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

16. GENERAL LEGAL INFORMATION.

A. Communicating with Each Other. ANY WRITTEN NOTICE FROM YOU REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE RECEIVE IT AT OUR ADDRESS PROVIDED IN THE INTRODUCTION OF THIS AGREEMENT. ANY WRITTEN NOTICE FROM US REQUIRED BY THIS AGREEMENT WILL BE CONSIDERED GIVEN WHEN WE SEND IT BY EMAIL TO ANY EMAIL ADDRESS YOU'VE PROVIDED TO US, OR TWO DAYS AFTER WE MAIL IT TO YOU AT THE MOST CURRENT BILLING ADDRESS WE HAVE ON FILE FOR YOU. Any oral notices will be considered given when we call you or when you call us at **855-2BlueLink for Hyundai customers or 844-340-9742 for Genesis customers** or you press the Connected Services button and speak with a Customer Care Specialist. To review the Blue Link Subscriber Privacy Policy, the current version of these Terms and Conditions, and other information, you can also visit myHyundai.com. For the Genesis Connected Services Subscriber Privacy Policy and additional information, you can visit MyGenesis.com.

B. Others Covered by this Agreement. EACH OF THE PERSONS/ENTITIES LISTED IN THE SECOND PARAGRAPH OF THESE TERMS AND CONDITIONS IS BOUND BY THIS AGREEMENT. YOU AGREE THAT YOU WILL MAKE ALL OF THE OCCUPANTS

TERMS AND CONDITIONS IS BOUND BY THIS AGREEMENT. YOU AGREE THAT YOU WILL MAKE ALL OF THE OCCUPANTS OF YOUR VEHICLE, WHETHER PASSENGERS, GUESTS OR DRIVERS OF YOUR VEHICLE, AWARE OF OUR RIGHTS AND SUBJECT TO THE LIMITATIONS OF THIS AGREEMENT.

C. Our Relationship. Despite anything else this Agreement says, this Agreement does not create any fiduciary relationships between you and us. It also does not create any relationship of principal and agent, partnership, or employer and employee.

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

E. Final Provisions. This Agreement (which includes, without limitation, these Terms and Conditions and any other documents incorporated herein by reference) is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present. In the event of a conflict between any provision contained in these Terms and Conditions and any provision of any other document incorporated herein, the provision contained in these Terms and Conditions shall take precedence, and no additional or different terms shall be binding on either of us unless mutually agreed to in writing. This Agreement will not be presumptively construed for or against either party. Section titles contained herein are for convenience only. If any part of this Agreement is considered invalid by a court or arbitrator, the rest of it will remain enforceable. Even after this Agreement has ended, its provisions will govern any disputes arising out of or relating to it (unless it has been replaced by a new agreement between us). It will also be binding on your heirs and successors and on our successors and assigns. No waiver of any part of this Agreement, or of any breach of it, in any one instance will require us to waive any other instance or breach. IN SOME CIRCUMSTANCES WE MIGHT DECIDE TO PROVIDE YOU SERVICE VOLUNTARILY EVEN IF YOU WOULD NOT OTHERWISE QUALIFY. THIS WILL NOT BE DEEMED A WAIVER OR REQUIRE US TO DO SO AGAIN. YOU AGREE WE WILL NOT BE LIABLE FOR ANYTHING RESULTING FROM OUR PROVISION OF SUCH SERVICE.

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