

General Terms of Service for Services Available with "One ID"

These "General Terms of Service" for Services Available with "One ID" (these "**Terms**") set out the terms of the use of the Services that Honda Motor Europe Limited a company registered in England & Wales under registration number 00857969 and whose registered address is Cain Road, Bracknell, Berkshire, RG12 1HL ("**Honda**", "**we**", "**us**" or "**our**") provides or makes available, as between you and us. In these Terms, the "**Services**" means products and services that we currently provide or may provide in the future through various application software, platforms and other user interfaces available with your "One ID", as well as the application software, platforms and interfaces associated therewith (including updates and new versions of the software) (collectively, the "**Software**"). "**One ID**" means a set of codes or other information registered with Honda or its group companies, or issued to you by Honda or its group companies, that identifies you and through which you may have access to various products and services provided by Honda or its group companies.

PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. THESE TERMS CONSTITUTE A LEGAL AGREEMENT BETWEEN YOU AND HONDA REGARDING THE PROVISION AND THE USE OF THE SERVICES. BY DOWNLOADING OR INSTALLING THE SOFTWARE, AGREEING TO THESE TERMS, OR USING ANY ASPECT OF THE SERVICES, YOU ARE CONFIRMING THAT YOU (I) HAVE FULLY UNDERSTOOD ALL CONTENTS HEREIN, (II) AGREE TO BE BOUND BY THESE TERMS, AND (III) ARE BECOMING A PARTY TO A LEGAL AGREEMENT (THE "**AGREEMENT**"). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES.

We may amend these Terms from time to time. Any such amendment will be effective 30 days following either our dispatch of a notice to you in accordance with Section 13.1 or our posting of the amendment on the website associated with the Services. If you do not agree to any change to these Terms, you must discontinue using the Services. You agree that your continued use of the Services after any such amendments to these Terms becoming effective shall be deemed to be an acceptance of any such amendments.

1. **USER ELIGIBILITY**

- 1.1 Only legal residents of the United Kingdom are eligible to use the Services. The Services are provided to individuals for their personal, non-profit and non-commercial use only.
- 1.2 The Services are intended for use by users who are of the legal age required to hold a driver's licence under the applicable laws in your country or territory of residence. If you are under the applicable age to hold a driver's licence in your country or territory of residence, you are not eligible for the Services.
- 1.3 In addition to Section 1.2, if you are under the age of 16 (or under the applicable age of majority in your country or territory of residence), you may use the Services only if you have the consent of your parent or guardian, including consent to these Terms.
- 1.4 Only those who have registered as One ID members or whose identity may be confirmed through other means permitted by Honda may use the Services.

2. **USE OF THE SERVICE**

- 2.1 TO THE MAXIMUM EXTENT PERMITTED BY LAW, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF OR ANY RELIANCE UPON ANY INFORMATION OR CONTENT AVAILABLE THROUGH THE SERVICES IS SOLELY AND COMPLETELY AT YOUR OWN RISK AND RESPONSIBILITY.
- 2.2 When you use the Services, or any information or content available through the Services (including, but not limited to, map data, traffic, and directions; the "**Contents**"), you must understand that the Services may not be available at all times and the actual road or other conditions may differ from the Contents. You must acknowledge that the Contents are not intended to replace the legal

instructions or information otherwise provided, such as travel directions, time based restrictions, lane restrictions, road blockades, traffic signs, traffic lights, police instructions, etc. Accordingly, you must use the Services or the Contents in your independent and reasonable judgment. You are responsible at all times for your conduct and its consequences.

- 2.3 You must obey, follow and comply with all actual road conditions, traffic and all other laws and regulations, and police and other governmental instructions. For instance, although the Services may provide an interface that enables you to operate your device on which the Software has been installed, through your voice commands and simplified finger movements while driving a vehicle, it is your sole responsibility to evaluate whether the use of the interface is safe and legal under the circumstances. For the avoidance of doubt, when you operate your mobile device (smartphones, tablets, etc.), you must not operate your mobile device while you are riding or idling because insufficient attention to the road and traffic may cause an accident or constitute a road traffic offence.
- 2.4 The Contents may include information or contents provided by you or third parties (collectively, "**Third Party Content**"). We are not responsible in any way for your use of Third Party Content and any resulting damages. For instance, we are not responsible for any incorrect or dangerous map directions the Software may access from other applications on your device. You are solely responsible for procuring any Third Party Content and paying any cost and fees thereof.
- 2.5 To use the Services, you may need a vehicle equipped with devices (Bluetooth, etc.) for the Services, a mobile device (smartphones, tablets, etc.), a mobile accessory (headsets, earphones, microphones, etc.) and data carrier coverage (collectively, "**Other Services**"), and you acknowledge that the performance of the Services may vary or may be incompatible depending on the Other Services that you choose to use. When you use Other Services, you must comply with the applicable terms of the Other Services. You are solely and independently responsible for procuring any Other Services and paying any cost and fees therefor. For the avoidance of doubt, the Services are partially spatially restricted to the reception and transmission range of the radio stations of data carrier coverage operated by their respective network operators, requiring the activation of mobile data. In addition, the Services may be affected by obstacles such as atmospheric conditions, terrain conditions, vehicle positions and buildings. We will not provide, or pay any costs and fees related to, Other Services. You hereby acknowledge and agree that some Other Services may not be compatible with the Services and the use of the Other Services is solely and completely at your own risk and responsibility. We shall not be liable for any damages or trouble in the use of Other Services.
- 2.6 You are responsible for maintaining the security and control of your account or ID for the Services and the passwords associated therewith. Any action taken through your account or ID shall be deemed to be taken by you.
- 2.7 We may change, modify, add or delete any functions or operation of the Services from time to time with or without prior notice, and you agree that failure to update the Software may result in a consequence that you may not continue to enjoy all or a part of the Services. We shall not be liable for any consequence occurring from your failure to timely update the Software.
- 2.8 Honda may, from time to time, establish, amend or abolish rules, regulations and manuals (including those on system and device requirements), or give instructions for use, regarding the Services or Software upon our dispatch of a notice to you in accordance with Section 13.1 or our posting on the website associated with the Services. When using the Services or Software, you shall comply with all such rules, regulations, manuals and instructions.

3. **LICENSE AND OWNERSHIP**

- 3.1 Subject to these Terms, we hereby grant to you a non-exclusive, limited, non-transferrable, non-sublicensable and revocable licence to use the Services and the Contents, and download, install and use the Software, solely for personal, non-profit and non-commercial purposes. This licence does

not include a licence to reproduce, modify, create derivative works of, sell, rent, lease, transmit or distribute the Software or its derivative works.

- 3.2 The Software may contain a feature that allows us to remotely disable the Software at our reasonable discretion, for instance to ensure that you do not use the Software longer than the term of your licence to use the Software or in any other manners that are inconsistent with these Terms. Following a remote disable, the Software may cease to function in some or all respects, and you may lose access to data made with or stored using the Software. You acknowledge that the disabling of the Software is a key feature of the licence rights and responsibilities conveyed under these Terms.
- 3.3 Except for the licence granted in Section 3.1, all rights, title and interest (including, but not limited to, all intellectual property rights) in and to the Services, the Contents and the Software are owned by Honda, its group companies and/or other licensors, and are protected by copyright laws, as well as other applicable laws, regulations and treaties. We grant no other rights, express or implied, to you.

4. **PROHIBITIONS**

4.1 You agree that as a condition of your licence, you may not and agree not to:

- 4.1.1 reproduce, download, distribute, upload, transmit, display, sell, rent, lease, create derivative works of, or otherwise use or exploit all or a part of the Services, the Content or the Software (or their derivative works) other than expressly permitted under these Terms;
- 4.1.2 provide us with false or incorrect information in connection with the Services (including, but not limited to, using a third party's user name, password, account information, name or other attributes);
- 4.1.3 disclose, transfer or lend your accounts (including, but not limited to, any ID and password associated therewith) to a third party or otherwise allow a third party to use the accounts;
- 4.1.4 use the Services in connection with an Other Service in respect of which you do not have an appropriate title or right;
- 4.1.5 move, decompile, reverse-engineer or disassemble the Software, any digital rights management mechanism, device, or other content protection or access control measure incorporated into the Services;
- 4.1.6 bypass, modify, defeat, tamper with or circumvent any of the functions or protections of the Services;
- 4.1.7 access, monitor or copy any element of the Services using automated means (including, but not limited to, a robot, spider or scraper);
- 4.1.8 destroy, obstruct, tamper with or alter any system, data or network related to the Services; transmit to us, store on any system related to the Services, or activate, any data containing computer viruses or other harmful computer programs; or otherwise cause loss to us;
- 4.1.9 damage, disable, overburden or impair the Services or any network, hardware, platform, channel, interface or other environment through which the Services are provided;
- 4.1.10 infringe any third party rights or misappropriate any confidential or proprietary information of a third party; or

- 4.1.11 use the Services in any unlawful or improper manner, for any unlawful or improper purpose, or in any manner inconsistent with these Terms or applicable laws and regulations.

5. **FEEDBACK**

- 5.1 If you provide any feedback to us concerning the functionality and performance of the Services (including, but not limited to, identifying potential errors and improvements) ("**Feedback**"), you agree that: (i) your Feedback does not contain the confidential, proprietary or personal information of third parties; (ii) we have no obligation of confidentiality, express or implied, regarding the Feedback; (iii) we may have something similar to the Feedback already under consideration or in development; and (iv) you hereby grant to us a world-wide, perpetual, non-exclusive, assignable, sublicensable, transferable and irrevocable right to use your Feedback without payment to you for any purpose, including to improve the Services and create other products and services, and irrevocably waive, and cause to be waived, against us and other parties designated by us, any claims and assertions of any moral or other rights you may have in such Feedback.

6. **PRIVACY**

- 6.1 We may collect information from you regarding use of the Services, which may include personal information. For more information about our collection, use and sharing of your information, please refer to our Privacy Policy, URL of which is described below.

<https://global.honda/en/roadsync-duo/pp/GB/oneid.html>

You may be entitled by local legislation to make certain privacy requests to us. However, as these requests would incur a processing cost, users shall moderate the frequency of such requests. Grossly repetitive or unreasonable request may be deemed to be a form of abusive behaviour in violation of these Terms.

7. **SUSPENSION AND TERMINATION**

- 7.1 You may, at any time, terminate the Agreement, i.e. your use of the Services, based on the process designated by us. Upon the termination, you must immediately cease using the Services and destroy or delete all copies of the Software from any of your devices, and our rights and your obligations shall survive the termination.
- 7.2 We may, in our sole discretion and without notice or liability to you, restrict, suspend or terminate your use of, or access to, all or a part of the Services, if: (i) we believe that you have or intend to violate any of these Terms, or the grant of the right to use the Services to you is otherwise inappropriate; (ii) we are required to do so under law, rule, regulation or other governmental orders, decisions or instructions; (iii) any unexpected technical issues or problems occur; (iv) a regular or emergency maintenance is conducted; (v) we cannot contact you despite multiple attempts; or (vi) circumstances arise that are reasonably beyond our control (including, but not limited to, earthquake, flood or other natural disasters, catastrophe, epidemic, pandemic, labour dispute, civil disruption, war, power failure, data transmission failure, network failure, a failure of telecommunication equipment or amendment of law or regulation).
- 7.3 We may, for any reason whatsoever, including for convenience, in our sole discretion and without any liability to you, restrict, suspend or terminate your use of, or your access to, all or a part of the Services, upon 30 days following either our dispatch of a notice to you in accordance with Section 13.1 or our posting on the website associated with the Services.
- 7.4 When we terminate your use of the Services pursuant to Section 7.2 or 7.3, the Agreement shall be immediately terminated. Upon the termination, you must immediately cease using the Services and destroy or delete all copies of the Software from any of your devices, and any provisions herein

which by their nature are intended to survive termination of the Agreement, including, but not limited to, Sections 8 through 13 shall survive such termination.

8. **NO WARRANTIES**

8.1 SUBJECT TO SECTION 9.3 AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. YOU ASSUME ALL RESPONSIBILITY FOR SELECTION OF THE SERVICES TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SERVICES. HONDA AND ITS GROUP COMPANIES (COLLECTIVELY, THE "HONDA GROUP COMPANIES") DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL NOT CONTAIN ERRORS. HONDA GROUP COMPANIES DO NOT REPRESENT OR WARRANT THAT THE SERVICES WILL MEET LEGAL REQUIREMENTS FOR USE WITH VEHICLES.

8.2 You hereby acknowledge and agree that certain atmospheric, geographic or topographic conditions, failure, congestion or outages of utility or wireless networks, and other various conditions beyond our control ("**External Factors**") may prevent or delay us from providing the Services to you, or affect the quality of the Services. Honda shall not be responsible where the One ID Service or your use of, or access to, the One ID Service is restricted, impaired or otherwise impacted by any External Factors.

9. **LIMITATION OF LIABILITY**

9.1 The Honda Group Companies are responsible for losses you suffer caused by us breaking this Agreement, unless the loss is:

9.1.1 Unexpected. If we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this Agreement, or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is obvious that it will happen or if, at the time the Agreement was made, both we and you knew it might happen (i.e. if you discussed it with us during the order process).

9.1.2 Caused by a delaying event outside our control. As long as we have taken the steps set out under section 9.3, we are not responsible for delays outside of our control.

9.1.3 Avoidable. Something you could have avoided by taking reasonable action.

9.2 We only supply the Services under the terms for domestic and private use. If you are using the Services for any commercial, business or re-sale purpose Honda Group Companies will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.3 Honda Group Companies do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services.

9.4 We are not responsible for delays outside our control. If our supply of the Services are delayed by an event outside its control (for example because failure of public or private telecommunications networks, failure of the Services due to lack of GPS signal, lack of internet connection, adverse weather conditions, natural disasters, or change of law or any governmental directions or orders), then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this Honda Group Companies will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the Agreement.

10. **INDEMNIFICATIONS**

- 10.1 You shall indemnify, hold harmless, and defend the Honda Group Companies, and their officers, employees, directors, representatives, agents, licensors and suppliers from and against any damages (including, but not limited to, all attorney's fees and expenses), claims and lawsuits that arise or result from or in relation to your use of the Services or vehicles, including, but not limited to, property damage, personal injury or death.

11. **TERMS FOR ONE ID; TERMS FOR INDIVIDUAL SERVICE OR SOFTWARE**

- 11.1 Your One ID membership, as well as your creation and use of One ID, is subject to the terms and conditions set out by Honda or its group companies separately from these Terms. To create and use One ID, and hold One ID membership (including for the Services), you must agree to those terms and conditions in the manner set forth therein. Such terms and conditions are incorporated into these Terms by reference, and any breach of such terms and conditions shall be deemed to be a breach of these Terms.
- 11.2 These Terms set out terms and conditions generally applicable to your use of the Services (including the Software). Honda or its group companies may set out additional terms and conditions applicable to individual Service or Software. To use such Service or Software, you must agree to those terms and conditions in the manner set forth therein. Such terms and conditions are incorporated into these Terms by reference, and any breach of such terms and conditions shall be deemed to be a breach of these Terms.

12. **GOVERNING LAW AND JURISDICTION**

- 12.1 These Terms and the Agreement shall be governed by the laws of England, without reference to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is not applicable.
- 12.2 Any dispute between you and Honda regarding these Terms or the Agreement will be subject to the exclusive jurisdiction of the English courts as its first instance. However, if you live in Wales, Scotland or Northern Ireland: (i) you shall also be entitled to bring claims against Honda in the courts of the country you live in, and (ii) Honda shall also be entitled to bring claims against you in the courts of the country you live in.

13. **DATA ACT**

- 13.1 In accordance with Regulation (EU) 2023/2854 (the "Data Act"), we acknowledge and respect your rights regarding access to and use of data generated through your use of the App and related connected products or services.
- 13.2 The provisions set out in the Data Act Annex to these Terms form an integral part of your legally binding agreement with Honda Motor Europe Ltd. ("**Honda**"). Honda Motor Europe Ltd. and Honda Motor Co. Ltd, Japan, are the entities that collect, control, or manage data generated by the connected product and the App. These provisions outline your rights as a user, and Honda's obligations as a Data Holder as applicable under the Data Act.
- 13.3 If you are entitled to request access to data generated by your use of the connected product and/or the App from Honda, Honda Motor Europe Ltd, UK, will provide such access in a structured, commonly used, and machine-readable format, free of charge, subject to the Data Act Annex. This also applies for access requests directed towards Honda Motor Co. Ltd, Japan, in which case Honda Motor Europe Ltd. acts on behalf of Honda Motor Co Ltd., Japan.

- 13.4 Where applicable, Honda will ensure that any data access or sharing arrangements with third parties comply with the fairness, transparency, and interoperability requirements set out in the Data Act, including the prohibition of unfair contractual terms under Article 13.
- 13.5 In the event of any conflict between these Terms and the Data Act Annex, the provisions of the Data Act Annex shall prevail with respect to any matter governed by the Data Act.
14. **MISCELLANEOUS**
- 14.1 Notice: We may notify you via your e-mail or postal address associated with your One ID account or your account for the Services, postings within the One ID account or your account for your Services, or other legally accepted means. It is your responsibility to keep your account information current to receive notifications. The notices are deemed to be received by you on the date of the email or posting. You agree to provide and maintain accurate, current and complete information, including your contact information for notices and other communications from us. Even where any notice is unable to be delivered because your contact information is not accurate, current or complete, such notice shall be deemed to be received on the date of the email or posting made in accordance with this Section 14.1
- 14.2 Non-Assignment: You may not assign or otherwise transfer the Agreement or your rights and obligations under the Agreement, in whole or in part, without our written consent, and any such attempt will be void. We may assign or transfer our rights under the Agreement to a third party without your consent.
- 14.3 Severability: If any provision of these Terms is held unlawful, invalid or unenforceable for any reason, the remainder of these Terms will continue in full force and effect and such provision shall be ineffective only to the extent of such invalidity or unenforceability.
- 14.4 English Version: The English version of these Terms will be the version used when interpreting or construing these Terms.
- 14.5 Entire Agreement: These Terms and the provisions referenced herein constitute the entire agreement between you and Honda pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall a waiver constitute a continuing waiver unless otherwise expressly provided.
- 14.6 Third Party Rights: The Agreement is between you and Honda and no other party shall be entitled to enforce it.

Terms as of 04.09.2025

Data Act Annex

1. Background and Parties

1.1 This Annex sets out commitments to meet the requirements of the EU Data Act.

1.2 Honda Motor Europe Ltd., Cain Road, Bracknell, Berkshire, RG12 1HL, UK, and Honda Motor Company Ltd., 2-1-1, Minami-Aoyama, Minato-ku, Tokyo 107-8556, Japan, are the entities that collect, control, or manage data generated by the connected product and the App. Both entities are data holders in the sense of the EU Data Act.

1.3 In this Annex:

1.3.1 Honda Motor Europe Ltd. is referred to as "**HME**" or "**Data Holder**" and Honda Motor Company Ltd., referred to as "**Honda Japan**".

1.3.2 You are referred to as the "**User**".

Data Holder and User are referred to collectively as the "**Parties**" and individually as a "**Party**" for purposes of this Data Act Annex.

Only Data Holder and User are Parties to these Data Act Terms. Whenever data access is requested from Honda Japan, Data Holder will provide such access on behalf of Honda Japan but in its own name subject to the terms and conditions of this Data Act Annex.

Data may be shared with a user subject to the terms of this Annex in accordance with the EU Data Act.

2. Product/Related Service

2.1 This Annex applies with respect to the User's Honda motorcycles (referred to as "**Product(s)**") and RoadSync Duo App Services (including use of this App).

3. Data covered by the Annex

3.1 The data covered by this Annex (the "**Data**") consists of any Product Data or Related Service(s) Data relating to the User within the meaning of the Data Act, in the case of Indirect Access limited to data that is readily available data to the Data Holder.

4. Non-Personal Data: Data use and onward sharing by the Data Holder

Agreed use of non-personal Data by the Data Holder

4.1 The Data Holder may use and share with Honda affiliated group companies for their own use the Data that are non-personal Data for the following purposes:

4.1.1 Performing any agreement with the User or activities related to such agreement (e.g. issuing invoices, generating and providing reports or analysis, financial projections, impact assessments, calculating staff benefit);

4.1.2 Providing support, warranty, guarantee or similar services or to assess User's, Data Holder's or third party's claims (e.g. regarding malfunctions of the Product) related to the Product or Related Service;

- 4.1.3 Monitoring and maintaining the functioning, safety and security of the Product or Related Service;
 - 4.1.4 Improving the functioning of any product or related service offered by the Data Holder;
 - 4.1.5 Developing new products or services, including artificial intelligence (AI) solutions, by the Data Holder, by third parties acting on behalf of the Data Holder (i.e. where the Data Holder decides which tasks will be entrusted to such parties and benefits therefrom), in collaboration with other parties or through special purpose companies (such as joint ventures);
 - 4.1.6 Aggregating these Data with other data or creating derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to the Data Holder from the connected product to be identified or allow a third party to derive those data from the dataset.
- 4.2 The Data Holder undertakes not to use the Data to derive insights about the economic situation, assets and production methods of the User, or about the use of the Product or Related Service by the User in any other manner that could undermine the commercial position of the User on the markets in which the User active, as relevant to the nature of the User. None of the Data uses agreed to under Section 4.1 may be interpreted as including such Data use, and the Data Holder undertakes to ensure, by appropriate organisational and technical means, that no third party, outside the Data Holder's organisation or Honda group companies, engages in such Data use.

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

- 4.3 The Data Holder may share with third parties Data which is non-personal data, if:
- 4.3.1 the Data is used by the third party exclusively for the following purposes:
 - (a) assisting the Data Holder in achieving the purposes permitted under Section 4.1;
 - (b) achieving, in collaboration with the Data Holder or through special purpose companies, the purposes permitted under Section 4.1;
 - 4.3.2 Data Holder contractually binds the third party:
 - (i) not to use the Data for any purposes or in any way going beyond the use that is permissible in accordance with previous Section 4.3.1(a);
 - (ii) to comply with Section 4.2;
 - (iii) not to share these Data further save to the extent the Data Holder has the User's consent to such further transfer or unless such Data sharing is required, in the interest of the User, to fulfil this Annex. Points (i) to (iii) above must be included in the contracts with recipients for further sharing.
- 4.4 The User hereby grants the Data Holder an irrevocable license to use and share the Data in accordance with Sections 4.1 and 4.3.
- 4.5 User grants the same rights to use and share (with Honda affiliated group companies) the Data that are non-personal data for the purposes set forth in Section 4.1. to Honda Japan and Honda Japan shall have the same rights to share the Data with third parties as set forth in Section 4.3. Data Holder

shall procure that Honda Japan will comply itself with the obligations set forth in Section 4.3.2 above. The User hereby grants Honda Japan an irrevocable license to use and share the Data in accordance with Sections 4.1 and 4.3.

5. Personal data: Use and Sharing by the Data Holder

- 5.1 The Data Holder may use, share with third parties or otherwise process any Data that is personal data, provided it has a legal basis to do so. The Data Holder's Privacy Notice [Honda RoadSync Duo | Honda Global](#) provides further detail.

6. Data access by the User

- 6.1 The User is entitled to access the Data in accordance with Articles 3 and 4 of the Data Act, as applicable. References in this Annex to 'making Data available', 'sharing Data' or similar expressions are intended as functional descriptions only and do not predetermine whether access qualifies as direct or indirect access under the Data Act.
- 6.2 In case the Data is directly accessible from the Product or a Related Service within the meaning of Article 3 (1) of the Data Act, the User may access such Data directly, subject to this Annex.
- 6.3 In case the Data is not directly accessible and only to that extent, the User is entitled to obtain access to the Data by requesting that the Data be made available by the Data Holder, in accordance with Article 4 of the Data Act and the terms of this Annex.

7. Data characteristics and conditions of access

- 7.1 The Data Holder shall enable the User to access the Data free of charge.
- 7.2 The Data Holder gives no representation or warranty as to the quality or content of the Data beyond what is required under the Data Act.

8. Unilateral changes by the Data Holder

- 8.1 Notwithstanding any changes as per the General Terms of Service for Services Available with "One ID", the Data Holder may, in good faith, unilaterally change the specifications of the Data or the access arrangements provided pursuant to this Annex, if this is objectively justifiable – for example a technical modification due to a security vulnerability in the Data Holder's infrastructure or other legitimate reasons.
- 8.2 The Data Holder must give notice of the change to the User without undue delay. Where the change may negatively affect Data access and use by the User more than just to a small extent, the Data Holder must give notice to the User a reasonable period before the change takes effect (save where impossible or unreasonable in the circumstances, such as where immediate changes are required because of a detected security vulnerability).

9. Applicability of trade secret arrangements

- 9.1 The provisions below apply exclusively to Data or metadata included in the Data to be made available by the Data Holder to the User, which are protected as trade secrets (as defined in the Trade Secrets Directive (EU) 2016/943), held by the Data Holder or another Trade Secret Holder (as defined in said Directive).
- 9.2 The Data protected as trade secrets ("**Identified Trade Secrets**") and the identity of the Trade Secret Holder(s) shall be identified to the User by the Data Holder acting reasonably.

- 9.3 The obligations below remain in effect after any termination of the corresponding Product and/or Services contract, unless otherwise agreed by the Parties.
- 9.4 The obligations for Users in the context of Identified Trade Secrets apply irrespective of the technical means or access model through which the User accesses the Data (i.e. Art. 3 (1) or Art. 4 (1) EU Data Act).

Protective measures to be taken by the User

- 9.5 The User must apply the protective measures set out in the Appendix to this Annex ("**User Protective Measures**").
- 9.6 If the User is permitted to make Data protected as Trade Secrets available to a third party, the User must (i) inform the Data Holder in advance, specifying the Data in question, and give the Data Holder the identity and contact details of the third party and (ii) must only share Identified Trade Secrets if the third party has signed an agreement that includes a commitment by the third party to comply with the User Protective Measures and ensures that such commitment has binding effect vis a vis the Data Holder.
- 9.7 In order to verify if and to what extent the User has implemented and is maintaining the User Protective Measures, the User shall if requested from time to time by the Data Holder provide evidence demonstrating such matters.

Protective measures taken by the Data Holder

- 9.8 The Data Holder may also apply technical and organisational protection measures to preserve the confidentiality of the shared and otherwise disclosed Identified Trade Secrets (e.g. making the data available via encrypted file transfer or storage methods). The Data Holder may unilaterally add further appropriate technical and organisational protection measures, in accordance with this section. All the foregoing measures together comprise the "**DH Protective Measures**".
- 9.9 The User undertakes not to alter or remove such DH Protective Measures, unless otherwise agreed by the Parties.

10. Obligation to share and right to refuse, withhold or terminate

- 10.1 The Data Holder shall share the Data, including Identified Trade Secrets, in accordance with this Annex, and may not refuse, withhold or terminate the sharing of any Identified Trade Secrets, except as explicitly set forth below.
- 10.2 Where the User Protective Measures and the DH Protective Measures do not materially suffice to adequately protect a particular Identified Trade Secret, the Data Holder may, by giving notice to the user with a detailed description of the inadequacy of the measures:
- 10.2.1 unilaterally increase the protection measures regarding the specific Identified Trade Secret in question, in accordance with Section 9, or
 - 10.2.2 request that additional protection measures be agreed. If there is no agreement on the necessary additional measures after a reasonable period of time and if the need of such measures is duly substantiated, e.g. in a security audit report, the Data Holder may suspend the sharing of the specific Identified Trade Secret by giving notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act, with copy of this sent to the User.

The Data Holder must continue to share any Identified Trade Secrets other than these specific Identified Trade Secrets.

10.3 If, in exceptional circumstances, the Data Holder, Honda Japan and/or the Trade Secret Holder is highly likely to suffer serious economic damage from disclosure of a particular Identified Trade Secret to the User despite the User Protective Measures and the DH Protective Measures having been implemented, the Data Holder may withhold or suspend the sharing the specific Identified Trade Secret in question. They may do this only if they give a duly substantiated notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act, with a copy being sent to the User. However, the Data Holder must continue to share any Identified Trade Secrets other than those specific Identified Trade Secrets.

10.4 If the User (i) fails to implement and maintain their User Protective Measures; or (ii) alters/removes the DH Protective Measures and if this failure is duly substantiated by the Data Holder, the Data Holder is entitled to withhold or suspend the sharing of the specific Identified Trade Secrets, until the User has resolved the incident or other issue as described in the following:

10.4.1 The Data Holder must, without undue delay, give duly substantiated notice to the User and to the competent authority designated pursuant to Article 37 of the Data Act.

10.4.2 On receiving this notice, the User must (i) address the incident/issue without undue delay; and (ii) resolve the issue in consultation with the Data Holder.

10.5 In the event the Data Holder withholds or suspend the sharing of data pursuant to Sections 10.3 or 10.4 above, without prejudice to any termination arising under Section 7 of the General Terms of Service for Services Available with "One ID", the Data Holder may in any event terminate its corresponding contract with the User for providing the App service if:

10.5.1 all the conditions of, as applicable, Section 10.3 or Section 10.4 have been met;

10.5.2 no resolution has been found by Parties after, despite an attempt to find an amicable solution, including after intervention by the competent authority designated under Article 37 of the Data Act; and

10.5.3 the User has not been awarded by a competent court with court decision obliging the Data Holder to make the Data available and there is no pending court proceedings for such a decision.

10.6 In the event that the User makes false representations about its compliance with the terms of this Annex and if this failure is duly substantiated by the Data Holder, the Data Holder is entitled to withhold or suspend the sharing of data under this Annex and may terminate the Service in accordance with Section 7 of the General Terms of Service for Services Available with "One ID".

11. **End of production and destruction of infringing materials**

11.1 Without prejudice to other remedies available to the Data Holder, if the User alters or removes technical protection measures applied by the Data Holder or does not maintain the technical and organisational measures required under this Annex in relation to Data accessed or made available under this Annex, the Data Holder may request the User:

11.1.1 to erase the data made available by the Data Holder or any copies thereof; and/or

11.1.2 end the production, offering or placing on the market or use of materials, derivative data or services produced on the basis of knowledge obtained through the Identified Trade Secrets, or the importation, export or storage of infringing materials for those purposes,

and destroy any infringing materials, where there is a serious risk that the unlawful use of those data will cause significant harm to the Data Holder or the Trade Secret Holder or where such a measure would not be disproportionate in light of the interests of the Data Holder or the Trade Secret Holder; and/or

- 11.1.3 compensate any party suffering from the misuse or disclosure of such unlawfully accessed or used data.

12. Retention of Data protected as Identified Trade Secrets

- 12.1 Where under this Annex the Data Holder exercises the right to withhold, suspend or in any other way end or refuse the data sharing to the User, said Data will be made available to the User once the appropriate protections are agreed and implemented, provided that the data is then still readily available for the Data Holder.
- 12.2 The Data Holder shall retain the relevant data for a reasonable period, provided that such data remains readily available and retention does not impose a disproportionate burden. The retention obligation ends where a competent authority or court in a binding decision allows the deletion of such retained data or where the corresponding contract with the User terminates.
- 12.3 The Data Holder will bear the necessary costs for retaining the data under Section 12.2. However, the User will cover such costs in part or in full where and to the extent the withholding, suspension or refusal to provide data was caused by the User acting in bad faith.

13. Permissible use and sharing of data

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

Unauthorised use and sharing of data

- 13.2 The User undertakes not to engage in the following:
 - 13.2.1 use the Data to develop a connected product that competes with the Product, nor share the Data with a third party with that intent;
 - 13.2.2 use such Data to derive insights about the economic situation, assets and production methods of the manufacturer or, where applicable the Data Holder;
 - 13.2.3 use coercive means to obtain access to Data or, for that purpose, abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data;
 - 13.2.4 share the Data with a third-party considered as a gatekeeper under article 3 of Regulation (EU) 2022/1925 (being large technology platforms that act as crucial point of access for businesses to reach consumers, that can have a significant impact and lasting presence in a market);
 - 13.2.5 use the Data they receive for any purposes that infringe EU law or applicable national law.

13.3 Data sharing upon the User's request with a Data Recipient

Making Data available to a Data Recipient

- 13.4 The Data shall on request by the User be made available to a Data Recipient (the Data Recipient may be required to pay for such provision). This request:
- 13.4.1 shall be submitted via the Honda Data Services Portal or other method directed by the Data Holder;
 - 13.4.2 must not benefit a third party considered as a gatekeeper under Article 3 of Regulation (EU) 2022/1925 and cannot be made in the context of the testing of new connected products, substances or processes that are not yet placed on the market;

14. **Transfer of use and multiple users**

Transfer of use

- 14.1 Where the User, on a basis permitted by its contract for the corresponding Product and/or Service, contractually transfers: (i) ownership of the Product; and/or (ii) their rights to use the Product and/or receive Related Services, to a subsequent natural or legal person (**'Subsequent User'**) and loses the status of a user after the transfer to a Subsequent User, the User must:
- 14.1.1 ensure that the Subsequent User cannot use the initial User's account (by not allowing other/subsequent bike users to access/use the account by sharing log in details, for example),
 - 14.1.2 notify the Data Holder of the transfer.
- 14.2 The rights of the Data Holder to use Product Data or Related Services Data generated prior to the transfer will not, for the period retained by the Data Holder pursuant to its applicable retention policy, be affected by a transfer.

Multiple users

- 14.3 Where the initial User grants a right to use of the Product and/or Related Service(s) to another party (**"Additional User"**) while retaining their position as a user, or where there are multiple Users for any other reason, the Parties undertake to comply with the requirements set out in this provision.
- 14.4 The User must:
- 14.4.1 only request access to Data that is not related to those other users, save where the User has ensured that access to data from other users is covered by their consent or by a legal ground under GDPR, if applicable; and
 - 14.4.2 ensure that the Additional User cannot use the initial User's account;
 - 14.4.3 act as a first contact point for the Additional User if the Additional User makes a request under Articles 4 or 5 of the Data Act or a claim regarding the use or making available of the Data by the Data Holder (as it is not possible for an Additional User to make such requests via the App themselves).
 - 14.4.4 ensure that the Additional User agrees to the terms of this Annex or to terms substantially reflecting the content of this Annex with binding effect for the benefit of the Data Holder and Honda Japan, in particular
 - (a) the terms in Sections 4.1, 4.3 and 4.4 on the use and sharing of the Data by the Data Holder and

(b) Section 4.5. for rights granted to Honda Japan.

15. Compliance with laws protecting personal data

15.1 To the extent a request by the User to make available data to User or to a Data Recipient concerns Data which is personal data and the requesting User is not the data subject,

15.1.1 the request must only be submitted if there is a valid legal basis for making personal data available under Article 6 of Regulation (EU) 2016/679 (GDPR) and only, where relevant, the conditions set out in Article 9 of that Regulation and of Article 5(3) of Directive 2002/58/EC (Directive on privacy and electronic communications) are met.

15.1.2 The User must indicate to the Data Holder, in each such request, the legal basis for processing and is fully responsible for ensuring that making available personal data upon each request is covered by sufficient legal ground. The Data Holder may at any time require the User to provide documentation that proves the existence of the legal ground identified.

15.1.3 The User must inform Data Holder immediately whenever the legal ground identified is no longer available to cover the requested making available of data (e.g. where data subjects have withdrawn consent, data processing is no longer necessary for the performance of a contract or factors relevant for a balance of interest test have changed etc.).

15.1.4 The User must ensure that the data subject is adequately informed about the specific, explicit and legitimate purposes of the processing of the data made available to the user or other data recipient and how the data subject can effectively exercise his or her rights.

15.1.5 The User is solely responsible for agreeing the purposes and conditions with the Data Recipient and the Data Holder may not be held liable for the absence of such an agreement between the User and the third party.

15.2 The Data Holder may refuse and/or suspend the making available of data in case it has legitimate concerns about the existence and validity of the legal ground presented by the User or in case it has any other reason to believe that making the data available may not be in compliance with laws.

16. Indemnification by User for illegal use and sharing of Product or Related Services Data

16.1 If the User culpably breaches their obligations as set out in this Annex and such breach results in the illegal use and sharing of Product or Related Services Data by the Data Holder or Honda Japan, the User shall indemnify the Data Holder or Honda Japan against any claims (for damages, injunctions etc.) by the Subsequent or Additional User towards the Data Holder or Honda Japan arising directly from such breach. The indemnification obligation shall apply only to the extent that the User is responsible for the breach (i.e., in cases of intent or negligence). This shall not affect the Data Holder's and Honda Japan's obligation to mitigate damages.

17. Term and Termination

17.1 The rights and obligations under this Annex will cease applying:

17.1.1 when the Product or Related Service is no longer capable of generating the Data; or

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

17.1.3 when both Parties so agree.

The second and third sub-paragraphs above shall be without prejudice to the terms of the Annex remaining in force between the Data Holder and any Subsequent or Additional User.

17.2 Expiry or termination of the User's contract for a Product or Services:

17.2.1 releases both Parties from their related obligation to effect and to receive future performance under this Annex but does not affect the rights and liabilities that have accrued up to the time of termination;

17.2.2 does not affect any provision in this Annex which is to operate thereafter, which remain in full force and effect;

17.2.3 will have the effect that the Data Holder shall immediately cease to retrieve the Data generated or recorded as of the date of termination or expiry;

17.3 Notwithstanding termination or expiry of this Annex, the Data Holder remains entitled to use and share the Data generated or recorded before the date of termination or expiry as specified in this Annex and/or the contract concerned.

17.4 Section 17.3 applies equally for Honda Japan.

17.5 User acknowledges that if User decides to delete the App the Data will no longer be accessible.

18. **Breach of this Annex, Specific Remedies and Limitation of Liability**

Fundamental non-performance

18.1 Non-performance of an obligation by a Party is fundamental to this Annex if that non-compliance:

18.1.1 would cause significant harm to the other Party; or

18.1.2 the non-performance substantially deprives the aggrieved Party of what it was entitled to expect under this Annex, unless the other Party did not foresee and could not reasonably have foreseen that result; or

18.1.3 the non-performance is intentional.

Excuse of a Breach

18.2 A Party's non-performance is excused to the extent it proves that it is due to an impediment beyond its reasonable control (including where caused the other Party's non-performance of its duties) and that it could not reasonably have been expected to have avoided or overcome the impediment or its consequences. The non-performing Party must ensure that notice of the impediment and of its impact is received by the other Party within a reasonable time after the non-performing Party knew or ought to have known of the circumstances.

Damages

18.3 Where a Party claims damages for breach by the other Party of its obligations under this Annex, the breaching Party is liable only for loss which could reasonably have been foreseen at the time of entering into the corresponding contract for a Product and/or Service – unless the breach was intentional or grossly negligent.

Specific Remedies (without limiting any other remedies available under applicable law)

- 18.4 In the event the User has accessed or used Data in violation of this Annex or otherwise failed to comply with the terms of this Annex, the Data Holder may:
- 18.4.1 require that the User erases any Data accessed in violation of this Annex together with copies;
 - 18.4.2 suspend the sharing of Data with the User, until the User complies with their obligations under this Annex, if the non-performance of User's obligations is fundamental;
 - 18.4.3 terminate the User's access to the Data, provided (i) the non-performance of User's obligations is fundamental; and (ii) it is reasonable and lawful in the circumstances for Honda to take that action.
 - 18.4.4 The User may withdraw its permission granted to Honda use the Data, by giving notice to the Data Holder, if:
 - (a) the Data Holder's non-performance is fundamental; or
 - (b) in the case of non-performance which is not fundamental, the User has notified the Data Holder and the breach has not been remedied within a reasonable period thereafter.

Withdrawal of the permission by the User may result in Honda no longer being able to provide the service.

- 19.5 Nothing in this clause shall limit liability for intent, gross negligence, or injury to life, body, or health and where such liability cannot be excluded under applicable law.

19. Confidentiality

- 19.1 The following information must be considered "**Confidential Information**":
- 19.1.1 information referring to the trade secrets, financial situation or any other aspect of the operations of the other party, unless the other Party has made this information public;
 - 19.1.2 information referring to the User and any other protected third party, unless they have already made this information public;
 - 19.1.3 information referring to the performance of this Annex, including any related disputes.
- 19.2 Each Party agrees (i) to take all reasonable measures to store securely and keep in full confidence the Confidential Information; and (ii) not to disclose or make available such information to another, unless that recipient:
- 19.2.1 is under a legal obligation to disclose or make available the relevant information;
 - 19.2.2 has to disclose or make available the relevant information to meet its obligations under this agreement, and the other Party (or the party providing the confidential information or affected by its disclosure) can reasonably be considered to have accepted this; or
 - 19.2.3 has obtained the prior written consent from the other Party or the party providing the Confidential Information or affected by its disclosure.

- 19.3 These confidentiality obligations remain applicable after the termination of any applicable contract for Products and/or Services for a period of 10 (ten) years.
- 19.4 These confidentiality obligations do not remove any more stringent obligations: (i) under applicable law, including Regulation (EU) 2016/679 (GDPR); or (ii) (if applicable) the provisions of this Annex protecting Trade Secrets.
20. **Entire agreement, modifications and severability**
- 20.1 This Annex constitutes the entire agreement between the Parties with respect to its subject and supersedes all related prior agreements and understandings between the Parties, oral or written.
- 20.2 Subject to any modifications otherwise permitted under the express terms of this Annex, any modification of this Annex will otherwise be valid only if agreed to by the Parties in writing, including in any electronic form that is considered to meet the requirements of a written document (in line with good commercial practices).
- 20.3 If any provision of this Annex is found to be void, invalid, voidable or unenforceable for whatever reason, the remaining provisions will be unaffected and will continue to be valid and enforceable. Any resulting gaps or ambiguities must be dealt with according to the following provision.
- 20.4 This Annex is concluded by the Parties against the background of the Parties' rights and obligations under the Data Act. Any provision in this Annex must be interpreted to comply with the Data Act and other EU law or national legislation adopted in accordance with EU law, as well as any applicable national law that is compatible with EU law and cannot be derogated from by agreement.
21. **Dispute settlement and governing law**
- 21.1 The Parties shall use their best efforts to resolve disputes relating to this Annex amicably and, before bringing a case before a court or tribunal, to submit their dispute to a dispute settlement body in a Member State that fulfils the conditions of Article 10 of the Data Act).
- 21.2 Submission of a dispute to a dispute settlement body in accordance with the above provision does not, however, affect the User's right to lodge a complaint with the national competent authority designated in accordance with Article 37 of the Data Act, or the right of any Party to seek an effective remedy before a court or tribunal in a Member State.

Appendix to Data Act Annex:

Details of measures for the protection of trade secrets

User Protective Measures	Technical and Organisational Security Measures: The Data must be protected by the application and operation of technical and organisational security measures, which (without limitation) should include: (1) Encryption: Data must be encrypted at rest and in transit using industry-standard algorithms (e.g. AES-256, RSA-4096, SHA-256); (2) Access Controls: Use of strong, multi-factor authentication, role-based access controls, and least-privilege policy; (3) Monitoring and Logging: Applying robust logging systems to monitor access, retention and use of the Data for audit purposes; (4) Secure Storage and Infrastructure: Technical and organisational measures related to network/storage security (e.g. firewalls), secure configurations (e.g. split storage), and regular vulnerability testing; (5) Data Processing Management: Where data is being edited, deleted or transmitted, such processes should be technically effective and auditable; (6) Remediation and Testing: Expedited resolution where any security omissions or vulnerabilities are identified, together with testing to verify resolution; (7) Training: The User should ensure it is suitably knowledgeable/trained in the implementation and operation of these protective measures; (8) Honda Security Requirements: On request by the Data Holder, annual completion of the Honda GITSP SDLC minimum standard check sheet provided to the User; (9) Data Incident Notification and Response: See further below. Notes: • It is recognised that the measures adopted may be implemented on a proportionate basis, relative to the nature of the trade secret(s). • The technical and organisational measures must, in any event, be at least as strict as: (i) a standard consistent with good industry practice; and (ii) if applicable, any guidelines published by the regulatory bodies with oversight authority for the Data Act with respect to the Data concerned. Data Incident Notification and Response: Notification and response measures must be prepared and operated in case of misuse, unauthorised disclosure or other security incident relating to the Data (including, without limitation, where the User identifies that it is in breach of its obligations to apply the User Protective Measures), which (without limitation) should include: a) Immediate Notification: The Data Holder must be informed immediately (within one hour) of any such event, with a written outline of what has occurred. Further subsequent updates should be provided with details of the incident, measures taken and progress to resolve/mitigate; b) Clear escalation procedures: Escalation procedures, to ensure suitable response and mitigation of the incident, must be documented and implemented as required; c) Incident Management: Data incidents must be suitably managed and mitigated, including remediation steps, forensic investigation support, and cooperation with the Data Holder.
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