

## **Suzuki Connect**

### **Acceptance of Terms of Use**

Welcome to **Suzuki Connect**. Thank you for choosing the **Suzuki Connect** Application of Maruti Suzuki India Limited (MSIL). These Terms and Conditions are the agreement between us regarding use of the Application by you to access to features and digital services, some of which may be provided by third parties and may utilize data collected from you or your Vehicle (referred to herein as "Suzuki Connect"). Please read the terms and conditions set out herein with respect to the usage of this Suzuki Connect through your Smartphone Device (Device). Suzuki Connect Application's performance will vary depending on Suzuki Connect device Network, your smartphone operating software, service carrier, any user modifications etc. If you download, activate, register, receive, use, accept or otherwise access Suzuki Connect, you confirm that you have read, understood and accept and agree to be bound by these Terms and Conditions and are legally bound by these Terms and Conditions, our Privacy Policy and all other terms and conditions that govern Maruti Suzuki Website, as may be amended from time to time (collectively, the "Terms and Conditions") and they will continue to apply every time you use/access Suzuki Connect. Your acceptance of the Terms and Conditions implies that you have the capacity to enter into a legally binding contract as per applicable law, in particular, the Indian Contract Act, 1872. If you do not accept any of the Terms & Conditions stated herein do not activate or use Suzuki Connect.

In these terms and conditions, "we", "our" and "us" mean Maruti Suzuki India Limited or its Authorized Dealers and "you" and "your" mean the individual who is using the Service. These terms and conditions apply to your use of the Service (including, for greater certainty, MARUTI SUZUKI Application), and any information and features contained therein. If you do not agree with any of the terms set out herein, you should not use the Service, and if you have already installed MARUTI SUZUKI APPLICATION, application software (the "Application"), you should uninstall the Application from your mobile or other device.

#### **1.The Application**

As consideration for your continuing compliance with and agreement to be bound by the Terms and Conditions, we hereby grant and you hereby accept a limited, non-exclusive, non-transferable, non-assignable license to use the MARUTI SUZUKI Application (which shall include future updates made available to you from time to time, provided you understand that such updates may be subject to additional terms in respect of which you will be notified at the time such update is made available) to access your MARUTI SUZUKI APPLICATION account from your mobile or other device, subject to the Terms and Conditions. The connected service is a licensed product that has been licensed to Maruti Suzuki India Limited by its parent company, Suzuki Motor Corporation, Japan.

**You understand, acknowledge and agree that:**

- 1.You must be a MARUTI SUZUKI INDIA LIMITED customer with a legally purchased MARUTI SUZUKI vehicle.
- 2.You must be 18 years or older on the date of installation of the MARUTI SUZUKI Application on your mobile or other device.
- 3.You may only use the Application on mobile or other devices and operating systems that are authorized/recognized by MARUTI SUZUKI INDIA LIMITED as being eligible to receive the Service.
- 4.You will only use the Service and the Application solely and exclusively for your own personal, private, commercial or non-commercial use and on registered mobile or other devices belonging to you.
- 5.You will at all times comply with and be bound by the Terms and Conditions.
- 6.You will at all times comply with (and your use of the Service and the Application will at all times be in compliance with) all applicable laws, rules and regulations, including, without limitation, applicable export and import control laws and regulations, and you will not allow any other party to use the Service or the Application for or in connection with any illegal purpose or activity. The Application is not intended for distribution or use by any person in any jurisdiction or country where such use and/or distribution would be contrary to local laws, rules and/or regulations. It is your responsibility to comply with all local laws, rules and/or regulations.
- 7.You may only use the Application for the purpose of accessing MARUTI SUZUKI INDIA LIMITED, its Authorized Dealers, its Affiliates or its Licensors services and for no other purpose whatsoever.
- 8.The Application is licensed only to you in accordance with the terms hereof and for the limited purposes set out herein.
- 9.You will compensate us in respect of any damages suffered by us and any losses or liabilities incurred by us as a result of any and all claims, demands, actions, proceedings, losses, liabilities, damages, costs, fees and expenses (including, without limitation, reasonable attorney fees and costs of any investigation) (collectively, the "Claims") from any third party in relation to any matters arising out of or in any connected with: (a) your use of the Service, (b) your breach of or failure to comply with any of the Terms and Conditions, (c) your failure to comply with any applicable laws, rules or regulations, and (d) any negligence, bad faith, fraud or willful misconduct by or on behalf of you.
- 10.Use of the Service (including the Application) is at your own risk and you are solely responsible for the use of any data, information or services obtained through the use of the Service.

11.The Service is provided as a convenience to you. The information accessible through the Service is more limited than the information available with the MARUTI SUZUKI INDIALIMITED or its AUTHORIZED DEALERS in electronic or hard form, and does not constitute an official record for the information to which it pertains.

12.You will comply at all times with all technical and security requirements which we establish regarding the Service.

13.In the event that you fail to comply with the Terms and Conditions or you are no longer the owner of a MARUTI SUZUKI vehicle, all rights granted to you in relation to the Application and the Service shall immediately come to an end and you will immediately uninstall the Application and destroy all copies of the Application. MARUTI SUZUKI INDIA LIMITED, its affiliates, its licensors or its Authorized Dealers shall not be responsible in any way for the use of the Application by you after you cease to be an owner of the MARUTI SUZUKI vehicle.

14.On the cancellation or removal of the device from the vehicle, the data captured/stored on/through the device till date shall not be accessible to/by you.

15.In the event of transfer/sale of vehicle , you will ensure that the vehicle and device is transferred to the buyer and the vehicle ownership is updated with the Regional Transport Authority.

16.Your use of this MARUTI SUZUKI APPLICATION also gives MARUTI SUZUKI INDIA LIMITED the right to access other information/features available on your mobile or other device.

17.You agree that the vehicle and allied data shall also be used by MARUTI SUZUKI INDIALIMITED and third parties including but not limited to Suzuki Motor Corporation, Japan and the affiliates of MARUTI SUZUKI INDIA LIMITED for the provision of these services, purpose of carrying out its essential business functions like business and market development, building and managing external relationships, ensuring data protection, research and development, technology infrastructure or such other purpose as required by law, regulation or court order for which your separate approval would not be necessary.

18.You give your unconditional consent to being contacted for MARUTI SUZUKI products and services over mobile/SMS/whatsapp/email/device.

19.Wherever applicable, extending the use of Application/Device services by primary user to secondary user shall be at the sole responsibility of the primary user.

**You will not:**

1.Alter, modify, adapt or translate the whole or any part of the Application, or any other computer software made accessible to you or otherwise used by you to access and use the Service, or perform maintenance on the Application, nor will you duplicate, compile,

disseminate, reverse engineer, disassemble, decompile, disable any features, or otherwise derive the source code for the Application, or any component of the Application, in whole or in part. 2.Merge the Application or any component thereof into any other programs or create derivative works based on any component of the Application.

3.Use the Application in whole or in part or any confidential information relating there to create software that is functionally equivalent to the Application or any part thereof.

4.License, sublicense, sell, disseminate, broadcast, transmit, or otherwise distribute the Application or the Service in any form or by any means, or otherwise transfer, assign, manipulate, or grant any rights of use or any other rights in respect of the Application or the Service, or any part thereof, or the information contained therein, to any other party.

5.Copy the Application or the information accessible through the Service onto any public or publicly accessible network, or make any additional copies of or reproduce in any way the whole or any part of the Application or the Service whatsoever.

6.Remove or tamper with any proprietary notices or labels, including copyright notices or data source attributions, attached to or contained within the Application or the Service.

7.Use the Application or the Service in any way that may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm or injury to any person.

8.Cause damage to any of the websites, servers, systems or equipment used in the provision of the Service by MARUTI SUZUKI INDIA LIMITED, its Authorized Dealers or any other third party, and you may not access or attempt to access any user data or to penetrate any of the security measures relating to the Service; and will in all cases indemnify and hold harmless MARUTI SUZUKI INDIA LIMITED, its affiliates and its Authorized Dealers from any and all Claims in respect thereof.

## **2.Title**

You understand, acknowledge and agree that you acquire no right, title or interest whatsoever in or to the Application or the Service, as either of them exist now or in the future, and all ownership, rights, title, interest and intellectual property rights in the Application and the Service, including, but not limited to, all trade names, and any and all copyright, patents, trademarks, and service marks relating thereto, are and shall remain the property of MARUTI SUZUKI INDIA LIMITED, its affiliates and/or its licensors, to the extent applicable, and nothing herein shall be construed as granting any rights therein to you.

## **3.Access**

You understand and agree that you are solely responsible for all orders, instructions and information entered through or electronically transmitted to us through the Service using your VIN or Registration number, sign-on password, and/or mobile number, and you accept that all such orders, instructions and data transmissions are undertaken at your own risk. Neither MARUTI SUZUKI INDIA LIMITED, nor any of its affiliates or licensors, nor the Authorized Dealers

of MARUTI SUZUKI INDIA LIMITED is liable for any error made by you in entering any details or providing any orders or instructions when you use the Service. You agree that MARUTI SUZUKI INDIA LIMITED and its Authorized Dealers shall be entitled to rely upon orders and instructions received when entered using your VIN or Registration number, sign-on password, and/or mobile number. You understand that once your VIN or Registration Number, sign-on password, and/or mobile number have been entered in a given session, no additional passwords are required for availing the Services, and you will take all necessary precautions to prevent unauthorized access to your MARUTI MOBILE APPLICATION account(s). MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers may rely on all instructions and any other communications given or entered by you or anyone else using your MARUTI SUZUKI MOBILE APPLICATION account, and you will be bound by any agreement entered into and act undertaken by MARUTI SUZUKI INDIA LIMITED, its Licensors, its Affiliates or its Authorized Dealers in reliance on such orders, instructions and communications. Without limiting the generality of the foregoing, you will be responsible for all instructions received by MARUTI SUZUKI INDIA LIMITED, its Licensors, its Affiliates or its Authorized Dealers between the time you first pass the security procedure until the time you log-out of the Service. Please note that this includes any input errors sent by anyone else. Please do not leave your mobile device unattended while you remain logged into the Service.

You must always keep confidential, and will take all necessary precautions to ensure the confidentiality and security of all of your access credentials, including your VIN or Registration number, passwords, mobile number, access codes, personal identification numbers, other security code numbers, and the answers to any online security questions (personal verification questions) you may have chosen that allow you to sign-on to the Service (collectively, "Access Credentials"), and will take all necessary precautions to prevent unauthorized access to the Service. You will NOT divulge your Access Credentials to anyone, including family members, friends, employees, bookkeepers or anyone else. You will NOT: (a) write your Access Credentials down, (b) keep a poorly disguised record of them, (c) keep your Access Credentials together with your vehicles Registration Certificate or details of the VIN, registration number and/or mobile number, (d) save your Access Credentials in your mobile device, or (e) respond to text messages, pop-ups, emails or other Internet requests that ask you to reveal personal information about yourself or your vehicle or your MARUTI MOBILE APPLICATION account. We will never send you unsolicited text messages or emails asking for your Access Credentials. We will never ask you to validate or restore your account or MARUTI MOBILE APPLICATION mobile application access through unsolicited text messages or emails.

In the event that you suspect or immediately upon becoming aware that someone else knows or may have unauthorized access to your Access Credentials, or in the event of any other attempted or actual unauthorized access to the Service, or the loss, theft, misuse or compromise

of any of your Access Credentials, you will immediately notify MARUTI SUZUKI INDIA LIMITED on 1800-102-1800/1800-102-6392/1800-200-6392 or any of its Authorized dealers. In any event, MARUTI SUZUKI INDIA LIMITED, its Affiliates, its Licensors and Authorized Dealers shall not be responsible for the use of your Application or your Access Credentials, including but not

limited to unauthorized access and use of the Service on account of loss, theft, misuse, sale etc. of your mobile or other device.

You must review your instructions, communications, appointment details and information shared by you on a regular basis and report any errors in a timely manner. You will notify MARUTI SUZUKI INDIA LIMITED immediately upon receipt of any confirmations of acts or appointments that were not placed by you or someone whom you have authorized to do or book in your account(s), and in the event that you do not receive confirmations for the acts or appointments that you did place.

If you fail to take any of the actions described above, you will be liable for any unauthorized transactions on your MARUTI SUZUKI APPLICATION account confirmed by use of your VIN or Registration Number, sign-on password and/or mobile number. You agree to assist us in any investigation into improper access to your accounts.

#### **4.Information**

We provide information, including but not limited to, service tips, driving tips, maintenance tips, alerts, indicators, traffic and weather information, GPS trip meter, service due reminders, vehicle finder etc. (collectively, the "Information") to you under license from various exchanges and information providers. This Information is indicative only. You may not redistribute or resell any Information which you obtain through MARUTI SUZUKI APPLICATION. All intellectual property rights owned by third parties in any Information provided by third parties shall at all times remain the property of such third parties. Your use of such Information is subject to the terms and conditions of each applicable third party or exchange data provider. We accept no liability for the any Information provided by third parties and make no representations or warranties that such Information will be accurate or timely. The Service, the Application and all Information contained therein is and remains our property and/or the property of our third party licensors. All App notifications and alerts are indicative only and shall always remain subject to requisite network availability.

#### **5.Account Activity**

Instructions placed through the Service or service appointments and service requests made through the Service will be reflected in the data maintained by the Authorized Dealers of MARUTI SUZUKI INDIA LIMITED in the same manner as the data maintained in electronic or hard form by telephonic or physical service requests.

You shall not assume that any appointment has been confirmed until you have received a confirmation of such appointment transaction.

#### **6.Disclaimer of Warranties and Availability**

You acknowledge that it is not possible for us to provide the Service free from defects. The Service may be delayed, unavailable, not delivered and/or inaccurate and/ or delayed or lagged from time to time due to a variety of factors, including technical reasons, inter-communication between servers, signal strength and/or network, for planned or unplanned maintenance or downtime or for any other reason. The Service may be adversely affected by the performance of and any outages on mobile device networks, or when you are not in an area of mobile

coverage, or other factors beyond the control of MARUTI SUZUKI INDIA LIMITED or any of its affiliates or its licensors or its Authorized Dealers or any third party, and neither MARUTI SUZUKI INDIA LIMITED, nor its affiliates nor its licensors nor its Authorized Dealers will be liable therefor.

You understand and agree that the Service and the Application are provided “as is” and “as available”, and all warranties, representations and guarantees, express or implied, are hereby disclaimed. Without limiting the generality of the foregoing, any and all warranties of merchantability, fitness for a particular purpose, suitability, reliability, accuracy, performance, compatibility or non-infringement, or that the Service or the Application will be free from defects, errors, viruses or harmful programs, or be of a satisfactory quality, are hereby expressly disclaimed.

**“In case of no/poor network situation emergency services may not be available to customer”.**

“In case of stolen vehicle remote immobilization, you must ensure the legitimacy of FIR, neither MARUTISUZUKI INDIA LIMITED., its affiliates, its licensors, its authorized dealers nor any other third party provider shall be liable in any way for any loss or damage, direct or indirect, which may arise due to the same.”

It is clarified that during the Service of the vehicle, several functions of the application including but not limited to the “Health Check Status” shall be unavailable.

Neither MARUTI SUZUKI INDIA LIMITED, its affiliates, its licensors, its sublicensors, its Authorized Dealers nor any other third party provider makes any warranty, representation or guarantee as to the accessibility, reliability, communication links, accuracy, truth, timeliness, or completeness of any Information, including any traffic , service, weather information or other information or data furnished through the Service, or that any such Information disseminated may be solely relied upon for doing any act or other purposes. You acknowledge that it is your responsibility to verify any Information that you elect to use when taking any action.

#### **7.Application notification – Intrusion**

Application will provide notifications with an alert when parked vehicle is intruded by any means (“Intrusion Alert”) except in the case of intrusion through hood or bonnet of your vehicle. Intrusion Alert feature is variant specific and is not available in all vehicle or variant manufactured by MARUTI SUZUKI INDIA LIMITED.

#### **8.Important Limitation on Liabilities**

Your sole and exclusive remedy against MARUTI SUZUKI INDIA LIMITED, its affiliates, its licensors, its Authorized Dealers and any other third party provider of services for MARUTI SUZUKI APPLICATION, with respect to these terms and conditions, the Service, the Application, and any Information, and any errors, inaccuracy, omissions or delay therein or thereof, shall be limited to the issuance of corrected information as soon as reasonably practicable following MARUTI SUZUKI INDIA LIMITED’s receipt of written notice of such problem from you.

YOU ACKNOWLEDGE THAT THE SERVICE AND THE APPLICATION UTILIZE COMPLEX COMPUTER AND TELECOMMUNICATIONS NETWORKS AND THAT, AS SUCH, CONTINUED, UNINTERRUPTED AND ERROR FREE ACCESS TO THE SERVICE AND/OR THE APPLICATION CANNOT BE GUARANTEED. IN LIGHT OF THE FOREGOING, NEITHER MARUTISUZUKI INDIA LIMITED., ITS AFFILIATES, ITS LICENSORS, ITS AUTHORIZED DEALERS NOR ANY OTHER THIRD PARTY PROVIDER SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, WHICH MAY ARISE OUT OF ANY OBLIGATION OF MARUTI SUZUKI INDIA LIMITED OR ITS AFFILIATES OR ITS LICENSORS OR ITS AUTHORIZED DEALERS UNDER THIS AGREEMENT, FROM ANY OUTAGE, INTERRUPTION, DISCONTINUATION OR DELAY IN THE SERVICE OR THE APPLICATION OR ANY PART THEREOF OR ANY ERROR CONTAINED THEREIN, OR FROM ANY OTHER NON-PERFORMANCE, DEFECTIVE PERFORMANCE OR LATE PERFORMANCE DUE TO ANY CAUSE WHATSOEVER, INCLUDING ERRORS DUE TO MALFUNCTION OF EQUIPMENT, PROGRAMS OR OPERATIONS OF MARUTI SUZUKI INDIA LIMITED, ITS AFFILIATES, ITS LICENSORS, ITS AUTHORIZED DEALERS OR ANY THIRD PARTIES, OR NEGLIGENCE OF MARUTI SUZUKI INDIA LIMITED., ITS AFFILIATES, ITS LICENSORS, ITS AUTHORIZED DEALERS OR THIRD PARTY PROVIDERS, OPERATORS OR PROGRAMMERS. IN NO EVENT WILL MARUTI SUZUKI INDIA LIMITED, ITS AFFILIATES, ITS LICENSORS, ITS AUTHORIZED DEALERS OR ANY THIRD PARTY PROVIDER BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF DATA, LOSS OF OPPORTUNITY, HOWEVER CAUSED, RELATED TO, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, RELIANCE ON, OR INABILITY TO ACCESS OR USE THE SERVICE, THE APPLICATION OR THE INFORMATION, OR FOR ANY DELAY IN OR FAILURE OF TRANSMISSION OF ANY INSTRUCTIONS OR NOTIFICATIONS SENT TO US THROUGH THE SERVICE, EVEN IF SUCH PARTY KNEW, SHOULD HAVE KNOWN OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **9.Termination and Modification**

You understand, acknowledge and agree that MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers may in its sole discretion, at any time:

- 1.Modify any part of the Service and/or change the terms and conditions upon which the Service is provided to you.
- 2.Discontinue or terminate the Service in part or in its entirety.
- 3.Without notice terminate or otherwise limit your access to the Service at any time for any reason, including, without limiting the generality of the foregoing, in the event that we believe that you are in breach of or have failed to comply with any of the Terms and Conditions or in the event that MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers believes that you are using the Service illegally, fraudulently or improperly, in which event all rights granted to you hereunder shall immediately cease without notice to you. Termination of your access to the Service shall not alleviate any continuing or unfulfilled obligations which you may have under the Terms and Conditions.



4. Without notice terminate or otherwise limit/modify your access to the Service in the event of termination or modification of any third party licenses in place in favour of MSIL.

## **10. Privacy Policy**

**MARUTI SUZUKI INDIA LIMITED's Statement of Privacy** at MARUTI SUZUKI INDIA LIMITED we take your privacy seriously. Please read the following to learn more about our terms and conditions.

### **What the terms and conditions cover**

This covers MARUTI SUZUKI INDIA LIMITED's treatment of personally identifiable information that MARUTI SUZUKI INDIA LIMITED collects when you use the MARUTI SUZUKI APPLICATION and when you use our services. This policy also covers MARUTI SUZUKI INDIA LIMITED's treatment of any personally identifiable information that MARUTI SUZUKI INDIA LIMITED's shares with you. This policy does not apply to the practices of Companies that MARUTI SUZUKI INDIA LIMITED does not own or control or MARUTI SUZUKI INDIA LIMITED does not own or employ or manage.

### **Information Collection and Use**

MARUTI SUZUKI INDIA LIMITED collects personally identifiable information when you register for the MARUTI SUZUKI APPLICATION account, when you choose the services and promotions. MARUTI SUZUKI INDIA LIMITED may also receive personally identifiable information from our business partners.

When you are registered with MARUTI MOBILE APPLICATION, we ask for your name, birth date, anniversary date occupation, PAN, Address etc. Once you register with MARUTI SUZUKI INDIA LIMITED and sign in to our services, you are not anonymous to us.

MARUTI SUZUKI INDIA LIMITED uses information for three general purposes: to fulfill your requests for certain products and services and to contact you about specials and new products.

### **Information Sharing and Disclosure**

MARUTI SUZUKI INDIA LIMITED will not sell or rent your Personally Identifiable Information to anyone.

MARUTI SUZUKI INDIA LIMITED will send Personally Identifiable Information about you when:

1. We have consent to share the information.
2. We need to share your information to provide the product or service you have requested.
3. We respond to subpoenas, court orders or legal process.
4. When we find your action on the mobile application violates the MARUTI SUZUKI INDIA LIMITED terms and condition or any of your usage guidelines for specific products or services.

## **Security**

Your MARUTI SUZUKI APPLICATION account information is password-protected for your privacy and security. We have taken adequate measures to secure access to your personal data.

## **Changes to this Policy**

MARUTI SUZUKI INDIA LIMITED may edit this policy from time to time. If we make any substantial changes, we will notify you by posting a prominent announcement on the Application.

## **11.General**

These terms and conditions will be governed by and construed in accordance with the laws of India. You agree that only courts at New Delhi will have jurisdiction for the determination of any matters arising out of these terms and conditions. This Application is for citizens of India only.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers as a result of this agreement or use of this Application.

MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers's right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Application or information provided to or gathered by MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers with respect to such use.

Performance of any obligation hereunder by MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers shall be excused if prevented by acts of God, public enemy, fire or other casualty, labour dispute, communications, computer, software, hardware or equipment failure, act or omission of any market center, utility, communications service, common carrier, Internet or network access or backbone provider or information provider, or any other circumstances beyond MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers' reasonable control.

Children below 18 years of age are not permitted to use this Application without the permission of their parents/guardians. If you are a child, please get your parent/guardian to read and accept these terms of use before you use this Application. Also, do not give your or their name, address, phone number or email address without their permission.

Telephone calls, use of the Service and communication between us, via messaging or any electronic mode including via email, whatsapp, etc., may be recorded. These recordings will be our sole property and may be used for training and commercial purposes or as evidence in the event of a dispute.

If you have any queries in relation to the Terms and Conditions or the Service, please contact us at **1800-102-1800**.

If any provision of this Agreement is declared to be invalid or unenforceable under any applicable law, the validity or enforceability of the remaining provisions contained herein shall not be affected in any manner whatsoever, and any such invalid or unenforceable provision shall be deemed to be severable and ineffective only to the extent necessary to render the remaining portions of these terms and conditions valid and enforceable.

You acknowledge and agree that you have read and understood, and agree to be bound by, the Terms and Conditions, including, without limitation, the terms and conditions contained herein, and the provisions herein that **limit the liability of MARUTI SUZUKI INDIA LIMITED, its Licensors or its Affiliates or its Authorized Dealers for damages**, including, without limitation, damages caused by, arising from or in connection with technical errors affecting the Service.

You and we have expressly requested that these terms and conditions and all related documents, including notices, be drawn up only in English.

**These terms and conditions form a contract between you and us in respect of the Service. For your own benefit and protection you should read the terms and conditions set out herein on the MARUTI SUZUKI APPLICATION fully before you start to use the Service.**

All Trademarks and Copyrights owned by MARUTI SUZUKI INDIA LIMITED

#### **Suzuki Connect Skill for Amazon Alexa**

##### **Acceptance of Terms and Conditions**

Welcome to **Suzuki Connect Skill for Amazon Alexa**. Thank you for choosing the **Suzuki Connect Skill for Amazon Alexa** of Maruti Suzuki India Limited (MSIL). These Terms and Conditions are the agreement between us regarding use of the **Suzuki Connect Skill for Amazon Alexa** (is an extension to the Suzuki Connect App which is developed by Maruti Suzuki) by you to access to features and digital services, some of which may be provided by third parties and may utilize data collected from you or your Vehicle (referred to herein as "Service"). Please read the terms and conditions set out herein with respect to the usage of the service through your Device (Device).

The Service's performance will vary depending on Suzuki Connect device network, your service carrier, etc. If you download, activate, register, receive, use, accept or otherwise access Suzuki Connect Skill for Amazon Alexa, you confirm that you have read, understood and accept and agree to be bound by these Terms and Conditions and are legally bound by these Terms and Conditions, our Privacy Policy and all other terms and conditions that govern Maruti Suzuki Website, as may be amended from time to time (collectively, the "Terms and Conditions") and they will continue to apply every time you use/access the service. Your acceptance of the Terms and Conditions implies that you have the capacity to enter into a legally binding contract as per applicable law, in particular, the Indian Contract Act, 1872.

In these terms and conditions, "we", "our" and "us" mean Maruti Suzuki India Limited or its Authorized Dealers and "you" and "your" mean the individual who is using the Service. These terms and conditions apply to your use of the Service, and any information and features contained therein.

## **1.The Service**

As consideration for your continuing compliance with an agreement to be bound by the Terms and Conditions, we hereby grant and you hereby accept a limited, non-exclusive, non-transferable, non-assignable license to use the service (which shall include future updates made available to you from time to time, provided you understand that such updates may be subject to additional terms in respect of which you will be notified at the time such update is made available) to access your account from your mobile or other device, subject to the Terms and Conditions.

### **You understand, acknowledge and agree that:**

20.You must be a MARUTI SUZUKI INDIA LIMITED customer with a legally purchased MARUTI SUZUKI vehicle.

21.You must be 18 years or older on the date of installation of the Service on your device.

22.You will only use the Service solely and exclusively for your own personal, private, commercial or non-commercial use and on devices belonging to you.

23.You will at all times comply with and be bound by the Terms and Conditions.

24.You will at all times comply with (and your use of the Service will at all times be in compliance with) all applicable laws, rules and regulations, including, without limitation, applicable export and import control laws and regulations, and you will not allow any other party to use the Service for or in connection with any illegal purpose or activity. The Service is not intended for distribution or use by any person in any jurisdiction or country where such use and/or distribution would be contrary to local laws, rules and/or regulations. It is your responsibility to comply with all local laws, rules and/or regulations.

25.You may only use the Service for the purpose of accessing MARUTI SUZUKI INDIALIMITED, its Authorized Dealers, its Affiliates or its Licensors services and for no other purpose whatsoever.

26.TheService is licensed only to you in accordance with the terms hereof and for the limited purposes set out herein.

27.You will compensate us in respect of any damages suffered by us and any losses or liabilities incurred by us as a result of any and all claims, demands, actions, proceedings, losses, liabilities, damages, costs, fees and expenses (including, without limitation, reasonable attorney fees and costs of any investigation)(collectively, the "Claims") from any third party in relation to any matters arising out of or in any connected with: (a)your use of the Service, (b) your breach of or failure to comply with any of the Terms and Conditions, (c) your failure to comply with any applicable laws, rules or regulations, and (d) any negligence, bad faith, fraud or willful misconduct by or on behalf of you.

28. Use of the Service is at your own risk and you are solely responsible for the use of any data, information or services obtained through the use of the Service.

29. The Service is provided as a convenience to you. The information accessible through the Service is more limited than the information available with the MARUTI SUZUKI INDIA LIMITED or its AUTHORIZED DEALERS in electronic or hard form, and does not constitute an official record for the information to which it pertains.

30. You will comply at all times with all technical and security requirements which we establish regarding the Service.

31. In the event that you fail to comply with the Terms and Conditions or you are no longer the owner of a MARUTI SUZUKI vehicle, all rights granted to you in relation to the Service shall immediately come to an end and you will immediately uninstall the Service and destroy all copies of the Service. MARUTI SUZUKI INDIA LIMITED, its affiliates, its licensors or its Authorized Dealers shall not be responsible in anyway for the use of the Service by you after you cease to be an owner of the MARUTI SUZUKI vehicle.

32. On the cancellation or removal of the device from the vehicle, the data captured/stored on/through the device till date shall not be accessible to/by you.

33. Your use of this Service also gives MARUTI SUZUKI INDIA LIMITED the right to access other information/features available on your other device.

34. You agree that the vehicle and allied data shall also be used by MARUTI SUZUKI INDIA LIMITED and third parties including but not limited to Suzuki Motor Corporation, Japan and the affiliates of MARUTI SUZUKI INDIA LIMITED for the provision of these services, purpose of carrying out its essential business functions like business and market development, building and managing external relationships, ensuring data protection,

research and development, technology infrastructure or such other purpose as required by law, regulation or court order for which your separate approval would not be necessary. 35. You give your unconditional consent to being contacted for MARUTI SUZUKI products and services over mobile/SMS/email/device. 36. Wherever applicable, extending the use of Device services by primary user to secondary user shall be at the sole responsibility of the primary user.

**You will not:**

9. Alter, modify, adapt or translate the whole or any part of the Service, or any other computer software made accessible to you or otherwise used by you to access and use the Service, or perform maintenance relating to this Service, nor will you duplicate, compile, disseminate, reverse engineer, disassemble, decompile, disable any features, or otherwise derive the source code for the Service, or any component of the Service, in whole or in part.

10. Merge the Service or any component thereof into any other programs or create derivative works based on any component of the Service.

11. Use the Service in whole or in part or any confidential information relating thereto to create software that is functionally equivalent to the Service or any part thereof.

12. License, sublicense, sell, disseminate, broadcast, transmit, or otherwise distribute the Service or the Service in any form or by any means, or otherwise transfer, assign, manipulate, or grant any rights of use or any other rights in respect of the Service, or any part thereof, or the information contained therein, to any other party.

13. Copy the Service or the information accessible through the Service onto any public or publicly accessible network, or make any additional copies of or reproduce in any way the whole or any part of the Service.

14. Remove or tamper with any proprietary notices or labels, including copyright notices or data source attributions, attached to or contained within the Service.

15. Use the Service in any way that may lead to the encouragement, procurement or carrying out of any unlawful or criminal activity or which may cause any harm or injury to any person.

16. Cause damage to any of the websites, servers, systems or equipment used in the provision of the Service by MARUTI SUZUKI INDIA LIMITED, its Authorized Dealers or any other third party, and you may not access or attempt to access any user data or to penetrate any of the security measures relating to the Service; and will in all cases

indemnify and hold harmless MARUTI SUZUKI INDIA LIMITED, its affiliates and its Authorized Dealers from any and all Claims in respect thereof.

## **2. Title**

You understand, acknowledge and agree that you acquire no right, title or interest whatsoever in or to the Service, as either of them exist now or in the future, and all ownership, rights, title, interest and intellectual property rights in the Service, including, but not limited to, all trade names, and any and all copyright, patents, trademarks, and service marks relating thereto, are and shall remain the property of MARUTI SUZUKI INDIA LIMITED, its affiliates and/or its licensors, to the extent applicable, and nothing herein shall be construed as granting any rights therein to you.

## **3. Access**

You understand and agree that you are solely responsible for all orders, instructions and information entered through or electronically transmitted to us through the Service using your VIN or Registration number, sign-on password, and/or mobile number, and you accept that all such orders, instructions and data transmissions are undertaken at your own risk. Neither

MARUTI SUZUKI INDIA LIMITED, nor any of its affiliates or licensors, nor the Authorized Dealers of MARUTI SUZUKI INDIA LIMITED is liable for any error made by you in entering any details or providing any orders or instructions when you use the Service. You agree that MARUTI SUZUKI INDIA LIMITED and its Authorized Dealers shall be entitled to rely upon orders and instructions received when entered using your VIN or Registration number, sign-on password, and/or mobile number. You understand that once your VIN or Registration Number, sign-on password, and/or mobile number have been entered in a given session, no additional passwords are required for availing the Services, and you will take all necessary precautions to prevent unauthorized access to your Suzuki Connect Skill for Amazon Alexa account(s). MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers may rely on all instructions and any other communications given or entered by you or anyone else using your Suzuki Connect Skill for Amazon Alexa account, and you will be bound by any agreement entered into and act undertaken by MARUTI SUZUKI INDIA LIMITED, its Licensors, its Affiliates or its Authorized Dealers in reliance on such orders, instructions and communications. Without limiting the generality of the foregoing, you will be responsible for all instructions received by MARUTI SUZUKI INDIA LIMITED, its Licensors, its Affiliates or its Authorized Dealers between the time you first pass the security procedure until the time you log-out of the Service. Please note that this includes any input errors sent by anyone else. Please do not leave your mobile device unattended while you remain logged into the Service.

You must always keep confidential, and will take all necessary precautions to ensure the confidentiality and security of all of your access credentials, including your VIN or Registration number, passwords, mobile number, access codes, personal identification numbers, other security code numbers, and the answers to any online security questions (personal verification questions) you may have chosen that allow you to sign-on to the Service (collectively, "Access Credentials"), and will take all necessary precautions to prevent unauthorized access to the

Service. You will NOT divulge your Access Credentials to anyone, including family members, friends, employees, bookkeepers or anyone else. You will NOT: (a) write your Access Credentials down, (b) keep a poorly disguised record of them, (c) keep your Access Credentials together with your vehicles Registration Certificate or details of the VIN, registration number and/or mobile number, (d) save your Access Credentials in your mobile device, or (e) respond to text messages, pop-ups, emails or other Internet requests that ask you to reveal personal information about yourself or your vehicle or your Suzuki Connect Skill for Amazon Alexa account. We will never send you unsolicited text messages or emails asking for your Access Credentials. We will never ask you to validate or restore your Suzuki Connect Skill for Amazon Alexa account through unsolicited text messages or emails.

In the event that you suspect or immediately upon becoming aware that someone else knows or may have unauthorized access to your Access Credentials, or in the event of any other attempted or actual unauthorized access to the Service, or the loss, theft, misuse or compromise of any of your Access Credentials, you will immediately notify MARUTI SUZUKI INDIA LIMITED on 1800-102-1800 or any of its Authorized dealers. In any event, MARUTI SUZUKI INDIA LIMITED, its Affiliates, its Licensors and Authorized Dealers shall not be responsible for the use of your Service or your Access Credentials, including but not limited to

unauthorized access and use of the Service on account of loss, theft, misuse, sale etc. of your device.

You must review your instructions, communications, appointment details and information shared by you on a regular basis and report any errors in a timely manner. You will notify MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers immediately upon receipt of any confirmations of acts or appointments that were not placed by you or someone whom you have authorized to do or book in your account(s), and in the event that you do not receive confirmations for the acts or appointments that you did place.

If you fail to take any of the actions described above, you will be liable for any unauthorized transactions on your Suzuki Connect Skill for Amazon Alexa account confirmed by use of your VIN or Registration Number, sign-on password and/or mobile number. You agree to assist us in any investigation into improper access to your accounts.

#### **4.Information**

We provide information, including but not limited to, service tips, driving tips, maintenance tips, alerts, indicators, traffic and weather information, GPS trip meter, service due reminders, vehicle finder etc. (collectively, the "Information") to you under license from various exchanges and information providers. This Information is indicative only. You may not redistribute or resell any Information which you obtain through Suzuki Connect Skill for Amazon Alexa. All intellectual property rights owned by third parties in any Information provided by third parties shall at all times remain the property of such third parties. Your use of such Information is subject to the terms and conditions of each applicable third party or exchange data provider. We accept no liability for the any Information provided by third parties and make no representations or warranties that such Information will be accurate or timely. The Service and all Information contained therein is and remains our property and/or the property of our third party licensors.

#### **5.Account Activity**

Instructions placed through the Service or service appointments and service requests made through the Service will be reflected in the data maintained by the Authorized Dealers of MARUTI SUZUKI INDIA LIMITED in the same manner as the data maintained in electronic or hard form by telephonic or physical service requests.

You shall not assume that any appointment has been confirmed until you have received a confirmation of such appointment transaction.

#### **6.Disclaimer of Warranties and Availability**

You acknowledge that it is not possible for us to provide the Service free from defects. The Service may be delayed, unavailable, not delivered and/or inaccurate and/ or delayed or lagged from time to time due to a variety of factors, including technical reasons, inter-communication between servers, signal strength and/or network, for planned or unplanned maintenance or downtime or for any other reason. The Service may be adversely affected by the performance of and any outages on your internet source & networks, or when you are not in an area of



mobile coverage, or other factors beyond the control of MARUTI SUZUKI INDIA LIMITED or any of its affiliates or its licensors or its Authorized Dealers or any third party, and neither MARUTI SUZUKI INDIA LIMITED, nor its affiliates nor its licensors nor its Authorized Dealers will be liable therefor.

You understand and agree that the Service are provided “as is” and “as available”, and all warranties, representations and guarantees, express or implied, are hereby disclaimed. Without limiting the generality of the foregoing, any and all warranties of merchantability, fitness for a particular purpose, suitability, reliability, accuracy, performance, compatibility or non-infringement, or that the Service will be free from defects, errors, viruses or harmful programs, or be of a satisfactory quality, are hereby expressly disclaimed.

**“In case of no/poor network situation emergency services may not be available to customer”.**

Neither MARUTI SUZUKI INDIA LIMITED, its affiliates, its licensors, its sublicensors, its Authorized Dealers nor any other third party provider makes any warranty, representation or guarantee as to the accessibility, reliability, communication links, accuracy, truth, timeliness, or completeness of any Information, including any traffic, service, weather information or other information or data furnished through the Service, or that any such Information disseminated may be solely relied upon for doing any act or other purposes. You acknowledge that it is your responsibility to verify any Information that you elect to use when taking any action.

#### **7.Important Limitation on Liabilities**

Your sole and exclusive remedy against MARUTI SUZUKI INDIA LIMITED, its affiliates, its licensors, its Authorized Dealers and any other third party provider of services for Suzuki Connect Skill for

Amazon Alexa, with respect to these terms and conditions, the Service, and any Information, and any errors, inaccuracy, omissions or delay therein or thereof, shall be limited to the issuance of corrected information as soon as reasonably practicable following MARUTI SUZUKI INDIA LIMITED’s receipt of written notice of such problem from you.

YOU ACKNOWLEDGE THAT THE SERVICE UTILIZE COMPLEX COMPUTER AND TELECOMMUNICATIONS NETWORKS AND THAT, AS SUCH, CONTINUED, UNINTERRUPTED AND ERROR FREE ACCESS TO THE SERVICE CANNOT BE GUARANTEED. IN LIGHT OF THE FOREGOING, NEITHER MARUTISUZUKI INDIA LIMITED., ITS AFFILIATES, ITS LICENSORS, ITS AUTHORIZED DEALERS NOR ANY OTHER THIRD PARTY PROVIDER SHALL BE LIABLE IN ANY WAY FOR ANY LOSS OR DAMAGE, DIRECT OR INDIRECT, WHICH MAY ARISE OUT OF ANY OBLIGATION OF MARUTI SUZUKI INDIA LIMITED OR ITS AFFILIATES OR ITS LICENSORS OR ITS AUTHORIZED DEALERS UNDER THIS AGREEMENT, FROM ANY OUTAGE, INTERRUPTION, DISCONTINUATION OR DELAY IN THE SERVICE OR ANY PART THEREOF OR ANY ERROR CONTAINED THEREIN, OR FROM ANY OTHER NON-PERFORMANCE, DEFECTIVE PERFORMANCE OR LATE PERFORMANCE DUE TO ANY CAUSE WHATSOEVER, INCLUDING ERRORS DUE TO MALFUNCTION OF EQUIPMENT, PROGRAMS OR OPERATIONS OF MARUTI SUZUKI INDIA LIMITED, ITS AFFILIATES, ITS LICENSORS, ITS AUTHORIZED DEALERS OR ANY THIRD PARTIES, OR NEGLIGENCE OF MARUTI SUZUKI INDIA LIMITED., ITS AFFILIATES, ITS LICENSORS, ITS AUTHORIZED DEALERS OR THIRD PARTY

PROVIDERS, OPERATORS OR PROGRAMMERS. IN NO EVENT WILL MARUTI SUZUKI INDIA LIMITED, ITS AFFILIATES, ITS LICENSORS, ITS AUTHORIZED DEALERS OR ANY THIRD PARTY PROVIDER BE LIABLE FOR ANY PUNITIVE, INCIDENTAL, DIRECT, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF DATA, LOSS OF OPPORTUNITY, HOWEVER CAUSED, RELATED TO, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF, RELIANCE ON, OR INABILITY TO ACCESS OR USE THE SERVICE OR THE INFORMATION, OR FOR ANY DELAY IN OR FAILURE OF TRANSMISSION OF ANY INSTRUCTIONS OR NOTIFICATIONS SENT TO US THROUGH THE SERVICE, EVEN IF SUCH PARTY KNEW, SHOULD HAVE KNOWN OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **8.Termination and Modification**

You understand, acknowledge and agree that MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers may in its sole discretion, at any time:

5.Modify any part of the Service and/or change the terms and conditions upon which the Service is provided to you.

6.Discontinue or terminate the Service in part or in its entirety.

7.Without notice terminate or otherwise limit your access to the Service at any time for any reason, including, without limiting the generality of the foregoing, in the event that we believe that you are in breach of or have failed to comply with any of the Terms and Conditions or in the event that MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers believes that you are using the Service illegally, fraudulently or improperly, in which

event all rights granted to you hereunder shall immediately cease without notice to you. Termination of your access to the Service shall not alleviate any continuing or unfulfilled obligations which you may have under the Terms and Conditions.

## **9.Privacy Policy**

**MARUTI SUZUKI INDIA LIMITED's Statement of Privacy** at MARUTI SUZUKI INDIA LIMITED we take your privacy seriously. Please read the following to learn more about our terms and conditions.

### **What the terms and conditions cover**

This covers MARUTI SUZUKI INDIA LIMITED's treatment of personally identifiable information that MARUTI SUZUKI INDIA LIMITED collects when you use the Suzuki Connect Skill for Amazon Alexa and when you use our services. This policy also covers MARUTI SUZUKI INDIA LIMITED's treatment of any personally identifiable information that MARUTI SUZUKI INDIA LIMITED's shares with you. This policy does not apply to the practices of Companies that MARUTI SUZUKI INDIA LIMITED does not own or control or MARUTI SUZUKI INDIA LIMITED does not own or employ or manage.

## **Information Collection and Use**

MARUTI SUZUKI INDIA LIMITED collects personally identifiable information when you register for the Suzuki Connect Skill for Amazon Alexa account, when you choose the services and promotions. MARUTI SUZUKI INDIA LIMITED may also receive personally identifiable information from our business partners.

When you are registered with Suzuki Connect Skill for Amazon Alexa, we ask for your name, birth date, anniversary date occupation, PAN, Address etc. Once you register with MARUTI SUZUKI INDIA LIMITED and sign in to our services, you are not anonymous to us.

MARUTI SUZUKI INDIA LIMITED uses information for three general purposes: to fulfill your requests for certain products and services and to contact you about specials and new products.

## **Information Sharing and Disclosure**

MARUTI SUZUKI INDIA LIMITED will not sell or rent your Personally Identifiable Information to anyone.

MARUTI SUZUKI INDIA LIMITED will send Personally Identifiable Information about you when:

- 5.We have consent to share the information.
- 6.We need to share your information to provide the product or service you have requested.
- 7.We respond to subpoenas, court orders or legal process.
  
- 8.When we find your action on the service violates the MARUTI SUZUKI INDIA LIMITED terms and condition or any of your usage guidelines for specific products or services.

## **Security**

Your Suzuki Connect Skill for Amazon Alexa account information is password-protected for your privacy and security. We have taken adequate measures to secure access to your personal data.

## **Changes to this Policy**

MARUTI SUZUKI INDIA LIMITED may edit this policy from time to time. If we make any substantial changes, we will notify you by posting a prominent announcement on the Suzuki Connect Application.

## **10.General**

These terms and conditions will be governed by and construed in accordance with the laws of India. You agree that only courts at New Delhi will have jurisdiction for the determination of any matters arising out of these terms and conditions. This service is for citizens of India only.

You agree that no joint venture, partnership, employment, or agency relationship exists between you and MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers as a result of this agreement or use of this Service.

MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers performance of this agreement is subject to existing laws and legal process, and nothing contained in this agreement is in derogation of MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers' right to comply with governmental, court and law enforcement requests or requirements relating to your use of this Service or information provided to or gathered by MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers with respect to such use.

Performance of any obligation hereunder by MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers shall be excused if prevented by acts of God, public enemy, fire or other casualty, labour dispute, communications, computer, software, hardware or equipment failure, act or omission of any market center, utility, communications service, common carrier, Internet or network access or backbone provider or information provider, or any other circumstances beyond MARUTI SUZUKI INDIA LIMITED or its Authorized Dealers' reasonable control.

Telephone calls, use of the Service and communication between us, via messaging or any electronic mode including via email, whatsapp, etc., may be recorded. These recordings will be our sole property and may be used for training and commercial purposes or as evidence in the event of a dispute.

If you have any queries in relation to the Terms and Conditions or the Service, please contact us at **1800-102-1800**.

If any provision of this Agreement is declared to be invalid or unenforceable under any applicable law, the validity or enforceability of the remaining provisions contained herein shall not be affected in any manner whatsoever, and any such invalid or unenforceable provision shall be deemed to be severable and ineffective only to the extent necessary to render the remaining portions of these terms and conditions valid and enforceable.

You acknowledge and agree that you have read and understood, and agree to be bound by, the Terms and Conditions, including, without limitation, the terms and conditions contained herein, and the provisions herein that **limit the liability of MARUTI SUZUKI INDIA LIMITED, its Licensors or its Affiliates or its Authorized Dealers for damages**, including, without limitation, damages caused by, arising from or in connection with technical errors affecting the Service.

You and we have expressly requested that these terms and conditions and all related documents, including notices, be drawn up only in English.

**These terms and conditions form a contract between you and us in respect of the Service. For your own benefit and protection, you should read the terms and conditions set out herein on the Suzuki Connect Skill for Amazon Alexa fully before you start to use the Service.**

All Trademarks and Copyrights owned by MARUTI SUZUKI INDIA LIMITED.

## E-call

### **E. Call facility through Suzuki Connect**

In addition to the above terms and conditions kindly refer to terms and condition related to functioning of E. Call feature.

### **Acceptance of Terms and Conditions**

By accepting these Terms and Conditions it will be considered as an agreement between us and you, regarding use of the E. Call feature available in your vehicle. E. Call is an emergency assistance service which will be activated under specific conditions, to enable you to provide access to emergency assistance from towing companies and other authorized legal/regulatory bodies/agencies such as police, fire and ambulance (referred to herein as "Service"). This feature requires sharing of your personal identifiable information, location, data collected from you or your vehicle to third parties service providers which may utilize such data and information to provide emergency assistance service. It shall be noted that by accepting the following terms and condition you provide your irrevocable consent to share such data with Third party service providers and record your conversation with MSIL customer care or Third-party service providers. The availability of E. Call facility may vary depending on vehicle type or model, you are requested to check Suzuki connect website for more details <https://www.marutisuzuki.com/corporate/technology/suzuki-connect>.

Third party service providers are parties which are approved by MSIL for contacting the authorized legal/regulatory bodies/agencies such as police, fire and ambulance. The role of MSIL call centre is limited to contacting third party service providers who shall be responsible for providing the Service. MSIL is only a facilitator, and our role shall be limited to monitoring incoming calls and connecting you with the third party service provider.

### **Functioning of E. Call Feature**

E-call is an emergency assistance service which will be activated or used in following below mentioned scenarios it shall be noted that if you (or occupant of your vehicle) intend to use E-call facility it is presumed that you are in a state of emergency or in a situation of danger which may cause safety concerns for you and other occupant of your vehicle.

**a. Airbag crash notification or Auto-collision notification**

In the event of an accident, when the air bag deploys, emergency contacts are notified about the event via an email & SMS. You can add up to 5 emergency contacts in the Suzuki connect application. Suzuki Connect will also generate an automated call to our call center from your vehicle for any emergency assistance service such as police, fire department, or ambulance service/ roadside assistance as required by you.

**b. Manual SOS button press by customer.**

You can connect to the call center by pressing the SOS button located near overhead lamp (may differ model-to-model) in your vehicle in case of an assistance. The call center executive will receive a call & provide emergency service/ roadside assistance as required by you.

In case of above scenario MSIL or its third-party service Providers in turn may interact with and/or engage one or more sub-contractors as necessary to provide the Service. In addition, MSIL customer care centre may receive and respond to your requests for Service through specially trained personnel. The customer care centre will use reasonable efforts to contact appropriate third-party service providers for help, when you ask for it or when your vehicle signals for it, but it cannot be promised that any Service Providers will respond in a timely manner or respond at all. Similarly our third-party service providers will use reasonable efforts to contact appropriate emergency assistance service but it cannot be promised or assured that any police, fire department, or ambulance service/ roadside assistance will respond in a timely manner or respond at all

**Information and Limitations of E-Call**

- a. E-call services are network dependent feature and can be used only in case of active Suzuki Connect subscription, the subscription can be activated only when you complete registration, provide your consent to share your personal identifiable information, information related to your vehicle, location etc. with third party service providers and accept terms and conditions of Suzuki Connect application.
- b. E-call is only available in the geographic coverage area of third-party service provider. We or our service provider or any third party cannot provide E-call facility even in case of geographic coverage area of third-party service provider, if the same is interrupted either due to network problem or any other event which is beyond the control of network service provider or third parties. Neither we nor our third-party Service Provider is liable to you for service interruptions, dropped calls or for problems caused by or contributed to by you, any third party, buildings, hills, tunnels, network congestion, weather, or any other things beyond our control.
- c. E-call is activated through Suzuki Connect application E-call is not intended to place or receive personal calls and may only place calls to MSIL call center in case of emergency.

Your Vehicle must have a working electrical system (including adequate battery power) for E. Call feature to operate.

- d. You acknowledge that the Service and Suzuki Connect is not independent and is dependent on various factors, including but not limited to, telecommunication network, geographical location of vehicle, complex compute/hardware, etc. Therefore, providing continued, uninterrupted and error free access to the Service and/or the Suzuki Connect device cannot be guaranteed by us or our Third-Party Service Providers. Keeping in view the same MSIL or any of its third party Service Providers or their officers, directors, employees, representatives, successors and assigns shall not be liable in any way for any loss or damage, direct or indirect, which may arise, from any outage, interruption, discontinuation or delay in the Service or functioning of Suzuki connect or any part thereof or any error contained therein, or from any other non-performance, defective performance or late performance due to any cause whatsoever, including errors due to malfunction of equipment, programs or operations or negligence of MSIL or any of its third party Service Providers.

In no event MSIL and/or its Third-Party Service Providers be liable for any indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or inability to use or access or inability to access to the Service or Suzuki Connect or corruption/loss of Data, failure to transmit or receive any data or your inability to use the E-call feature/information on the Suzuki Connect, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence) or otherwise.

- e. In no event shall MSIL's or its Third Party Service Provider total liability to you herein, for any claim or action arising from use of the E-call feature (whether in contract, tort, or otherwise) exceed the amount if any paid by you to MSIL for using Services or Suzuki Connect The foregoing limitations will apply even if any remedy provided under these Terms and Conditions fails of its essential purpose.
- f. You will indemnify, defend and hold MSIL harmless from any and all loss, costs, expenses, damages (including legal fees), or injuries (including injuries resulting in death) that we may incur or suffer as a result of or arising out of or in connection with (1) activities contemplated by above Terms and Conditions, even if due to the sole negligence of MSIL or any of the Third-Party Service Providers; (2) Use or possession of data or information provided in connection with Service; (3) claims for libel, slander, or any property damage, personal injury or death, arising out of or related in any way directly or indirectly; or (4) use, misuse or failure to use, or inability to use E-Call feature, Service or use of Suzuki Connect device.
- g. Force Majeure - In addition to the above listed limitations, availability of E. Call feature and subsequent support provided by the third-party service provider or MSIL call centre shall always be subject to Force Majeure events, such as act of god, war, insurrection, riots, natural disaster, weather, fire, strike, atmospheric/ geographical hindrances, equipment or

facility shortage, government actions/regulations, terrorism, civil disturbances, equipment failures including global positioning system, wireless networks, Internet, computer, telecommunication, and other events which are beyond the control of MSIL or third party service providers or network carrier. In the event of occurrence of any Force Majeure events, the obligations of MSIL or third-party service providers shall automatically remain suspended and accordingly MSIL or third party service providers shall not be responsible or liable, if any loss or damage is caused due to failure or delay or interruptions in providing the E. call services or in performing of its obligations, consequent to such Force Majeure events.

YOU SHALL NOT BE COMPLETELY DEPENDENT UPON THE E-CALL FACILITY IN CASE OF ANY EMERGENCY AND SHALL ALWAYS ENSURE TO REACH OUT TO THE EMERGENCY SERVICES ON YOUR OWN AS WELL. PLEASE NOTE THAT IF YOU OR OUR CALL CENTERS CONNECTS YOU WITH A THIRD-PARTY SERVICE PROVIDER, YOU OR THE OCCUPANTS OF YOUR VEHICLE MUST CONFIRM THAT AN EMERGENCY EXISTS. WE OR OUR SERVICE PROVIDER SHALL NOT BE LIABLE IN CASE OF ANY MISUSE, FALSE USE OF E. CALL FEATURE. IN CASE YOU MISUSE OR FALSELY USE E CALL FEATURE THEN IN SUCH A CIRCUMSTANCE YOU SHALL BE SOLELY RESPONSIBLE FOR ANY LIABILITY, PENALTY, REPERCUSSION ARISING OUT OF THE SAME, WHICH SHALL INCLUDE ANY FINANCIAL IMPLICATION OR ANY PUNISHMENT ARISING FROM CAUSING OBSTRUCTION IN FUNCTIONING OF PUBLIC SERVANT OR LAW ENFORCEMENT AGENCIES.