

# Hyundai Motor Company Australia

## Terms of Use – Bluelink Account

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### 1 Introduction

- 1.1 Our mission is to make your Bluelink experience as effortless and enjoyable as possible. We therefore offer you an account ("**Bluelink Account**"), which you can use for our Bluelink Australia services. These services include online services, apps and other software services.
- 1.2 We are Hyundai Motor Company Australia Pty Ltd ABN 58 008 995 588. Our registered address is located at 394 Lane Cove Road, Macquarie Park NSW 2113. We are your contractual partner regarding the Bluelink Account.
- 1.3 If you have questions, then please call us on 1800 186 306 or contact us by email [customercare@hyundai.com.au](mailto:customercare@hyundai.com.au). You can also submit an enquiry by visiting [customercare.hyundai.com.au/hc/en-us/requests/new](http://customercare.hyundai.com.au/hc/en-us/requests/new).

### 2 Terms of Use

- 2.1 To create and use your unique Bluelink Account you accept these terms of use ("**Terms**") by ticking a box in the acceptance process. These Terms will apply whenever you use your Bluelink Account.
- 2.2 You will need your Bluelink Account to access and manage our Bluelink services. Additional terms of use may apply to the provision of Bluelink services including the information from your subscription (if applicable) and the Bluelink Terms of Use which apply when you activate Bluelink in your vehicle or via the Bluelink App. Such additional terms of use may restrict the use of the services and may require the connection of the Bluelink Account with one or more Hyundai vehicles.
- 2.3 If your device(s) are not equipped with the necessary technical features or if they do not meet the requirements of these Terms or the additional terms mentioned above in Section 2.2, we may not provide you with the Bluelink Account.
- 2.4 To use the Bluelink Account you may require internet access or other telecommunication services, which we do not provide. These Terms do therefore not apply to such telecommunication services (however, you will likely have a separate agreement – including on charges – with your provider of such telecommunication services).

### 3 Bluelink Account

- 3.1 You need your Bluelink Account to use our Bluelink services. A Bluelink Account is a unique, personal and non-transferable account, which we grant to you to access our Bluelink services.
- 3.2 We will not charge you for your use of the Bluelink Account.
- 3.3 To get access to certain Bluelink services you may have to connect your Bluelink Account with one or more Hyundai vehicles (the special terms mentioned above in Section 2.2 will tell you for which services this is the case).
- 3.4 Make sure that the information you provide for the creation of your Bluelink Account is accurate. In connection with your Bluelink Account we will collect the following data from you: your name, your email address, your date of birth, your phone number, the password, the fact that you accepted these Terms, the verification PIN, the vehicle identification number (VIN) and the activation code.

3.5 Make sure that you always follow these Terms when you use your Bluelink Account.

#### **4 User Obligations**

4.1 You may only use the Bluelink Account if you follow these Terms.

4.2 In particular, make sure that your use of the Bluelink Account will not:

- a) violate applicable laws or regulations, such as traffic regulations, or existing intellectual property rights;
- b) threaten the security of the Bluelink Account, or jeopardise or impair the technical infrastructure of Hyundai or a third party or the use of the Bluelink Account by other customers; or
- c) damage, disable or otherwise interfere with the Bluelink Account or introduce into the Bluelink Account any viruses, "worms", malware, spyware, "Trojans" or any other harmful code or program that could impair the operation of the Bluelink Account.

4.3 The Bluelink Account requires a password. You must choose a password that is sufficiently secure to prevent unauthorised access. We may set rules on what counts as a sufficiently secure password. You are responsible for keeping your password secret. If you suspect that an unauthorised third party knows your password, please immediately change the password. If you suspect that an unauthorised third party had access to our services with your Bluelink Account, please immediately contact us at 1800 186 306.

#### **5 Intellectual Property Rights**

5.1 The content of the Bluelink Account is protected by applicable copyright or other intellectual property law with all rights reserved. All rights in the Bluelink Account, in particular the underlying software, the content and arrangement, are owned by or licensed to Hyundai Motor Group. ("**Hyundai Motor Group**" refers to Hyundai Motor Company and its affiliated companies of which we are one.)

5.2 Nothing in these Terms shall be construed as granting a licence or right to:

- a) use any image, trade mark, service mark or logo, all of which are the property of Hyundai Motor Group. Hyundai Motor Group reserves all rights with respect to its proprietary information or material in connection with the Bluelink services or Bluelink Account and will enforce such rights to the full extent of applicable copyright and trade mark law;
- b) rent, lease, sub-license, loan, provide, or otherwise make available, Bluelink services in any form, in whole or in part to any person without prior written consent from us;
- c) copy the Bluelink services, except as part of the normal use of the Bluelink services or where it is necessary for the purpose of back-up or operational security;
- d) translate, merge, adapt, vary, alter or modify the whole or any part of the Bluelink services nor permit Bluelink services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use Bluelink services on devices as permitted in these Terms;
- e) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of Bluelink services.

#### **6 No warranties and liability**

6.1 We cannot promise uninterrupted or problem-free services when you use Bluelink services or your Bluelink Account, and cannot promise that the data or information provided to you will be complete, current or error-free. All data and information is provided to you on an "as-is" basis. We cannot promise that Bluelink services will be available after the expiration of five years

beginning from the date of first registration of the new vehicle. To the maximum extent permitted by law, we expressly disclaim any and all warranties of any kind, express or implied, about the Bluelink services and any data and information and services provided through it, including, without limitation, any warranties as to content, quality, accuracy, timeliness, completeness, correctness, reliability, non-infringement, merchantability, or fitness for a particular purpose, and all such warranties are expressly excluded by these Terms. Where a warranty cannot be excluded by law, if we breach such a warranty in respect of the delivery of any service under these Terms, we reserve the right (to the extent permitted by law) to remedy the breach by providing the service again or paying for it to be provided again.

- 6.2 Our maximum aggregate liability to you arising in any way whatsoever in relation to these Terms and the Bluelink services (whether for breach of contract, personal injury, negligence, products liability or any other way, and whether the liability is direct, indirect or consequential) is limited to the greater of (i) \$500; or (ii) the total amount paid by you for the portion of the Bluelink service giving rise to the claim during the 12 months preceding the date your claim arose. You agree that we would not have agreed to provide Bluelink services to you if you did not agree to this limitation. This amount is the sole and exclusive liability of us to you.
- 6.3 We have no liability for any indirect, consequential, incidental losses or special damages and you agree not to make, and to waive to the fullest extent allowed by law, any claim for damages other than direct, actual, compensatory damages as limited under these Terms.
- 6.4 Bluelink services are provided for general information. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Bluelink services. Although we make reasonable efforts to update the information provided by the Bluelink services, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 6.5 Bluelink services have not been developed to meet your individual requirements. Please check that the facilities and functions of Bluelink services meet your requirements.

## **7 Privacy**

- 7.1 For information on how we collect and process personal data in connection with the Bluelink Account please refer to our 'Privacy Collection Notice – Bluelink' which can be found at [www.hyundai.com/au/en/privacy](http://www.hyundai.com/au/en/privacy). Further information on Hyundai's privacy practices more generally is set out in our Privacy Policy, which is also available on our website at [www.hyundai.com/au/en/privacy](http://www.hyundai.com/au/en/privacy).

## **8 Term**

- 8.1 You can use the Bluelink Account as soon as you have completed your registration for the Bluelink Account.
- 8.2 You can stop using and deactivate the Bluelink Account at any time. Your deactivation terminates our contract based on these Terms.
- 8.3 We may temporarily block your use of the Bluelink Account or terminate our contract by permanently deactivating your Bluelink Account if you materially breach these Terms.

## **9 Miscellaneous**

- 9.1 These Terms form the contract between you and us regarding the Bluelink Account and reflect our entire agreement with respect to the Bluelink Account (but please note again, as mentioned in Section 2.2 above, additional terms of use apply to our Bluelink services).
- 9.2 We may modify these Terms by giving you notice or by asking you to read and accept a new version. We may give you notice by posting a new version of the Terms at [hyundai.com/au/en/owning/bluelink](http://hyundai.com/au/en/owning/bluelink). Your continued access or use of the Bluelink Account after our notice indicates your acceptance of the modified Terms.

- 9.3 We may assign or transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms.
- 9.4 These Terms are governed by the laws of New South Wales, Australia. You and we submit to the exclusive jurisdiction of its courts and courts of appeal from them. You and we will not object to the exercise of jurisdiction of those courts on any basis.