

## **SMS Terms and Conditions**

### **Applicability**

The following terms and conditions apply to the American Honda Motor Co., Inc. (“American Honda”) vehicle safety recall text message program (Honda Safety Recall Alerts). Please read these terms and conditions carefully, as they, and American Honda’s SMS Privacy Policy apply to the Program [safetyrecalls@alerts.honda.com](mailto:safetyrecalls@alerts.honda.com).

### **Consent**

If American Honda believes that your vehicle may be subject to a vehicle recall, we may use an automated system to send recurring safety recall text messages to the telephone number(s) associated with the vehicle. You acknowledge that your consent to receive these messages is not required to purchase any goods or services. You may also opt in to the program by messaging RECALL to the short code 46632.

You will receive up to 4 messages per month, per VIN.

### **Program Description and Cost**

American Honda may contact you regarding an outstanding safety recall for your vehicle. American Honda does not charge any fee to participate in the Program. Message and data rates may apply as provided in your mobile telephone service plan (please contact your mobile carrier for details). Reply HELP for help. Reply STOP to cancel.

### **Supported Carriers**

Supported carriers include: AT&T, Sprint/Boost/Virgin, T-Mobile/MetroPCS, Verizon Wireless, C Spire Wireless, Carolina West Wireless (CWW), CellCom USA, Google Voice, U.S. Cellular, ACS/Alaska, Advantage Cellular (DTC Wireless), Aio Wireless/Cricket, Appalachian Wireless, Atlantic Tele-Network International (ATN), Bandwidth, Bluegrass Cellular, Buffalo Wireless, CableVision, Cellular Network Partnership (PIONEER), Cellular One of East Central Illinois, Chariton Valley Cellular, Chat Mobility USA, ClearTalk(Flat Wireless), Copper Valley, Coral Wireless (Mobi PCS), Cross Telephone Company (MBO Wireless), Duet IP (Maximum Communications New Core Wireless), Element Mobile (Flat Wireless), Epic Touch (Elkhart Telephone), GCI Communications Corp, Golden State Cellular, i Wireless (IOWA Wireless), Illinois Valley Cellular (IV Cellular), Immix(Keystone Wireless), Inland Cellular Telephone Company, Leaco, Mosaic (Consolidated or CTC Telecom), MTA Communications, MTPCS (Cellular One Nation), Nex-Tech Wireless, Northwest Missouri Cellular Limited, Panhandle Telecommunications Systems(PTCI), Peoples Wireless, Pine Belt Wireless, Pine Cellular, Revol Wireless USA, RINA, Sagebrush Cellular (Nemont), SI Wireless/Mobile Nation, SouthernLinc, SRT Wireless, Texas RSA 3 Ltd(Plateau Wireless), Thumb Cellular, Union Telephone Company(Union Wireless), United Wireless, Viaero Wireless, West Central Wireless (5 Star Wireless).

Supported carriers are not responsible for the Program and may not be held liable for any problem or claim arising in connection with it.

### **Opt-Out**

**You may opt-out of the Program by texting STOP to 46632.** You will then receive one message confirming your opt-out. If you are participating in any other text message programs provided by American Honda, you must opt-out of those programs separately.

### **Opt-in**

**You may opt-in to the Program by texting RECALL to 46632.** You will then receive one message confirmation your opt-in. 4 msg/mo per VIN. Msg&Data Rates May Apply.

### **Customer Support**

**You may obtain assistance with the Program by texting HELP to 46632** or by calling American Honda at 888-234-2138.

### **Your Mobile Number & Indemnification**

You represent that you are the account holder for the mobile telephone number you provided and that you are a United States resident 18 years of age or older. If your phone number changes, you must notify American Honda immediately at 888-234-2138. You agree to indemnify American Honda for all claims, expenses and damages related to or caused in whole or in part by your failure to notify American Honda immediately of a change in your telephone number.

### **Disclaimer of Warranties**

The Program and all information conveyed by it are provided to you on an “AS-IS” and “AS AVAILABLE” basis, and AT YOUR OWN RISK TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW. To the fullest extent permitted under applicable law, American Honda disclaims all warranties, whether express or implied, including without limitation, any warranties of title, merchantability, non-infringement and fitness for a particular purpose and all warranties regarding security, currency, correctness, quality, accuracy, completeness, reliability, performance, timeliness, or continued availability. American Honda is not responsible for cellular network or equipment performance and you release it of any liability for claims based on hardware, software, electronic, network or other communications malfunctions such as incomplete messages, delayed transmissions or any technical difficulty that may limit your ability to send or receive a message.

### **Governing Law**

The Program and these terms and conditions are governed by the laws of the State of California, without regard to its conflict of laws principles.

### **Dispute Resolution**

Any controversy, claim or dispute arising out of or related to these terms and conditions or the Program, including, but not limited to, alleged violations of state or federal statutory or common law rights or duties (a "Dispute") shall be solely and exclusively resolved according to the procedures set forth in this paragraph. If the parties are unable to resolve any Dispute through informal means, either party may initiate binding arbitration of such Dispute by sending notice demanding arbitration to the other party. The demand for arbitration shall be made within a reasonable time after the Dispute has arisen, but in no event shall it be made more than one year from when the aggrieved party knew or should have known of the controversy, claim or facts forming the basis of the Dispute. The arbitration shall be initiated and conducted according to American Arbitration Association rules and procedures for consumer arbitration (the "Arbitration Rules"). The arbitration shall be conducted in Los Angeles County, California before a single neutral arbitrator appointed in accordance with the Arbitration Rules with the option to appeal the arbitrator's decision to Optional Appellate Arbitration in accordance with the Arbitration Rules. The arbitrator shall not have the power to award punitive damages against any party. Arbitration costs and fees shall be divided according to the Arbitration Rules. Attorneys' fees shall be borne by each party independently and no party shall be liable for the attorneys' fees of the other party. No disputes may be arbitrated on a class or representative basis and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO JOIN CLAIMS OR DISPUTES WITH THOSE OF OTHERS IN THE FORM OF A CLASS ACTION, CLASS ARBITRATION OR SIMILAR PROCEDURAL DEVICE AND WAIVES ANY RIGHT IT MAY HAVE TO PRESENT ITS CLAIM OR DISPUTE IN A COURT OF LAW. Judgment on the award rendered by the arbitrator(s), if any, may be entered for enforcement purposes in any court having jurisdiction thereof.

LAST REVISED: January 10, 2019