

# TERMS OF USE

Last revised February 2023.

These terms and conditions of use ("Terms of Use") govern your use and receipt of Vehicle Services. Please also consult Exhibit A ("Privacy Policy"), which describes how we will use the personal data that we collect and process in the course of providing the Vehicle Services.

Compliance with these Terms of Use and Exhibit A and acceptance of these Terms of Use and Exhibit A are conditions of your use and receipt of the Vehicle Services. If you do not agree to these conditions, you are not permitted to use Vehicle Services. Your clicking of an acceptance box for, installation of, or use of Vehicle Services means that you accept these Terms of Use and Exhibit A.

We may revise or otherwise update these Terms of Use and Exhibit A from time-to-time. Revisions and other updates of the Terms of Use and Exhibit A may be provided through an over-the-air or other electronic delivery to you, mailed to you, or posted on one of our webpages. Your clicking of an acceptance box for, installation of, or use of Vehicle Services after a revision or other update of the Terms of Use or Exhibit A means that you accept the revision or other update.

**IMPORTANT: IF YOU ARE A USER LOCATED IN THE UNITED STATES, PLEASE NOTE THAT THE TERMS OF USE CONTAINS A MANDATORY ARBITRATION PROVISION THAT, AS FURTHER SET FORTH BELOW, REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES. THIS MEANS THAT YOU AND HARLEY-DAVIDSON ARE EACH GIVING UP OUR RIGHTS TO SUE EACH OTHER IN COURT OR IN CLASS ACTIONS OF ANY KIND.**

## WHO WE ARE AND HOW TO CONTACT US

In these Terms of Use, "we", "our", "us", or "Harley-Davidson" refers to the relevant provider of Vehicle Services in your jurisdiction as follows:

- if you are a user located in the United States: Harley-Davidson Motor Company, 3700 W Juneau Ave, Milwaukee, WI 53208;
- if you are a user located in Canada: Harley-Davidson Motor Company, 100 New Park Place, Suite 330, Vaughan, Ontario, Canada L4K 0H9;
- if you are a user located in the European Economic Area, the United Kingdom or Switzerland: Harley-Davidson Retail B.V., 29 Verrijn Stuartlaan, Rijswijk, 2288 EK, Netherlands; and
- if you are a user located in any other jurisdiction: Harley-Davidson Motor Company, 3700 W Juneau Ave, Milwaukee, WI 53208.

To contact us, please refer to our Contact Us page at <https://www.harley-davidson.com/contact>.

## TERMINATION, CANCELLATION, AND SUSPENSION

We may cancel or suspend your use, service, and/or access to Vehicle Services, in whole or in part, for any valid reason, including, but not limited to: (a) your violation of these Terms of Use or any other terms, policies or guidelines referred to herein; (b) reasons of commercial viability; (c) unexpected technical issues or problems with Vehicle Services; (d) security threats and concerns; (e) your failure to update software required for Vehicle Services; (f) your suspected participation in fraudulent or illegal activities; (g) the repossession, sale or other suspected transfer of the vehicle linked to Vehicle Services; (h) your relocation outside of an authorized geographic coverage area for

Vehicle Services; or (i) anomalies in respect of your Vehicle Services. Upon such cancellation or suspension, you are not permitted to use Vehicle Services. Where we exercise this right, we will endeavor to provide you with prior reasonable notice.

Similarly, we may terminate the Terms of Use for any valid reason, including, but not limited to, any of the foregoing items (a) through (i). Additionally, we may terminate the Terms of Use in connection with removal, deprecation, and end-of life of Vehicle Services.

Termination, cancellation, or suspension will not limit either party's rights or remedies at law or in equity.

## VEHICLE SERVICES

Where applicable to your vehicle, Vehicle Services may include some of the following features, as further detailed below:

- Infotainment Software
  - Navigation and Vehicle Location Data
- Software Updates

We reserve the right to add, remove, deprecate, and end-of-life features of Vehicle Services in our sole discretion. This includes the right to end or otherwise not provide support for features. In the event that we remove, deprecate, or end-of-life features, you shall have no right to continue to use such features or receive any previously applicable support for such features.

### *Infotainment Software*

Your vehicle is equipped with an infotainment system from us. The infotainment system includes software, such as operating system software. The software is licensed, not sold, rented, leased, or lent, to you. Subject to the Terms of Use, you are permitted to use the software on the infotainment system.

### *Navigation and Vehicle Location Data*

Our systems may collect and use vehicle location data, as further detailed in Exhibit A, for navigation purposes. If at any time you wish to withdraw consent to the collection of your vehicle location data, you can turn this function off through your vehicle.

In certain jurisdictions, Vehicle Services includes embedded navigation. Embedded navigation may rely on vehicle location data. Embedded navigation utilizes navigational services, software, and other technology from one or more third parties. In such cases, to use the embedded navigation, you must consent to the collection of your vehicle location data. For a period of time after you first provide consent, you may be eligible to receive software update for the embedded navigation. Withdrawing your consent may inhibit the use of the embedded navigation and prevent you from receiving any additional software updates for the embedded navigation.

If your vehicle includes embedded navigation, you are not required or otherwise obligated to use embedded navigation.

### *Software Updates*

Vehicle Services rely on the use of software that is installed on your vehicle. The software is licensed, not sold, rented, leased, or lent to you, and may need to be updated or changed from time to time. You agree that we may deliver and install software updates or changes to your vehicle. Software updates may, for example, be feature updates or updates required for security or safety purposes. In certain scenarios, we may automatically deliver and install software updates or changes to your vehicle. This may occur, for example, through over-the-air technology. In other scenarios, we may require action on your part to install or complete a software update or other change.

Please note that a software update or change could impact data stored on the Vehicle Services or otherwise on your vehicle. Please be aware that during a software update or change, your vehicle may be immobilized temporarily until installation of the software update or change is complete. During installation of a software update or change, Vehicle Services may be temporarily disabled.

## CUSTOMER SUPPORT

We shall endeavor to provide the Vehicle Services with reasonable skill and care. Should you identify any problems with Vehicle Services or have any issues, questions, or complaints about Vehicle Services, please refer to our Contact Us page at <https://www.harley-davidson.com/contact> or contact a Harley-Davidson dealer.

## REQUIREMENTS AND SERVICE LIMITATIONS

- Coverage: Vehicle Services are provided in several countries internationally. Vehicle Services, however, may not be available in all countries. Similarly, certain features of Vehicle Services may only be available in select countries.
- Mobile Network: Certain features of Vehicle Services may rely on wireless communication networks and satellite positioning systems. For example, certain features of Vehicle Services may require connecting to a wireless access point (“Hotspot”). These networks and systems are operated by third parties. Harley-Davidson cannot guarantee that they will be available in all locations and at all times. In particular, service may be interrupted in remote or enclosed areas or by impediments such as hills, tall buildings, tunnels, weather, damage to your vehicle, wireless or electrical network failure, congestion or jamming. Also, such networks and systems are subject to technological change and development. We and the network and system operators do not promise uninterrupted availability of Vehicle Services. Furthermore, systems installed in your vehicle may not always be or remain compatible with the third-party networks and systems. You acknowledge that Vehicle Services may require network connectivity, such as cellular network connectivity, and that you are responsible for procuring such network connectivity at your own cost. Through the network connectivity, Vehicle Services may send and receive data. You are responsible for any costs associated with sending or receiving data in connection with Vehicle Services. Additionally, you are responsible for procuring a Hotspot to use applicable Vehicle Services, and you are responsible for costs associated with Hotspot.
- Electrical System and Vehicle Condition: Vehicle Services may be hampered if your vehicle is not in good working order or has been damaged or modified. Your vehicle must have a working electrical system, such as adequate battery power to operate various onboard systems, such as your vehicle infotainment system.
- Maintenance Downtime: Although we will seek to minimize disruptions, we may be required from time to time to suspend or limit your access to, or use of, the Vehicle Services to address system problems, issues with your account, or other issues that may impact the performance, enjoyment, or security of the Vehicle Services.

## CHANGING YOUR VEHICLE

You may be legally prohibited in your jurisdiction from tracking secondary purchasers or third-party users of the vehicle and acknowledge that you will not do so where prohibited by law.

## OTHER USERS

These Terms of Use apply to all users of your vehicle. You are responsible and liable for all activities of users of your vehicle, including access to or use of Vehicle Services.

## LICENSE

**License Grant.** Subject to the terms of the Terms of Use, Harley-Davidson grants to you a limited, non-exclusive, and non-transferable license to download, install, and use Vehicle Services for your personal, non-commercial use on your applicable Harley-Davidson motorcycle owned by you strictly in accordance with any documentation for Vehicle Services and the Terms of Use.

**License Restrictions.** The following restrictions shall apply to the extent permitted by law. You shall not i) copy Vehicle Services, except as expressly permitted by this license, ii) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the Vehicle Services, iii) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of Vehicle Services or any part thereof except to the extent permitted by law, iv) remove, delete, alter or obscure any trademarks or any copyright, author's right, trademark, patent or other intellectual property or proprietary rights notices from Vehicle Services, including any copy thereof, v) rent, lease, lend, sell, sublicense, assign, distribute, publish, or transfer (except to the extent permitted by law) Vehicle Services or any features or functionality of Vehicle Services to any third party for any reason, including by making Vehicle Services available on a network where it is capable of being accessed by more than one device at any time, or vi) remove, disable, circumvent or otherwise create or implement any workaround to any copy protection, rights management or security features in or protecting Vehicle Services.

## OWNERSHIP OF VEHICLE SERVICES

All material made available as part of Vehicle Services is the property of Harley-Davidson or any of its group companies or third-party licensors. Vehicle Services are protected by United States and international copyright, author's right, trademark and other intellectual property laws or equivalent laws anywhere in the world. Vehicle Services, including without limitation any files, documents, text, photographs, images, audio, and video, and any materials accessed through or made available for use or download through Vehicle Services ("**Content**") may not be copied, distributed, modified, reproduced, published or used, in whole or in part, except for purposes authorized or approved by Harley-Davidson in writing, including for the provision of services or products to Harley-Davidson or any of its group companies, or in connection with a business relationship with Harley-Davidson or any of its group companies. You may not frame or utilize framing techniques to enclose, or deep linking to, any name, trademarks, service marks, logo, Content or other proprietary information (including images, text, page layout, or form) of Harley-Davidson or one of its group companies without our express written consent. You may view, copy, print and use Content solely for your own

personal use and provided that: (1) the Content is used for informational and non-commercial purposes only; (2) no Content is modified in any way; and (3) Content is used, copied or distributed separate from accompanying text or separate from any copyright, author's right, trademark or other proprietary notice. Nothing contained in these Terms of Use shall be construed as conferring by implication, estoppel or otherwise any license or other grant of right to use any patent, copyright, author's right, trademark or other intellectual property or proprietary rights of Harley-Davidson or any of its group companies or any third party, except as expressly provided herein.

Reservation of Rights. You acknowledge and agree that Vehicle Services is not sold, rented, leased, or lent to you, but instead only provided under license to you subject to and through the Terms of Use. You do not acquire any ownership interest in Vehicle Services. Harley-Davidson and its licensors and service providers reserve and shall retain i) all rights not expressly granted through the Terms of Use to Vehicle Services, and ii) all right, title, and interest in and to Vehicle Services, including all copyrights, author's rights, trademarks and other intellectual property rights in or relating to Vehicle Services, except as expressly granted to you in the Terms of Use.

## CLAIMS OF COPYRIGHT INFRINGEMENT

If you are a copyright owner or an agent thereof based in the United States and believe that any user submission or other content that is provided via Vehicle Services infringes upon your copyrights under United States law, you may submit a notification pursuant to the Digital Millennium Copyright Act ("**DMCA**"). For further information, please refer to our policy for user submitted content available here: <https://www.harley-davidson.com/us/en/footer/user-content-policy.html> ("User Content Policy").

## SECURITY

You are prohibited from violating or attempting to violate the security of Vehicle Services, including, without limitation, (a) accessing data not intended for such user or logging onto a server or an account which the user is not authorized to access; (b) attempting to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without proper authorization; (c) attempting to interfere with service to any user, host or network, including, without limitation, via means of submitting a virus Vehicle Services, carrying out a Denial-of-Service attack, overloading, "flooding," "spamming," "mailbombing" or "crashing;" (d) sending unsolicited email, including promotions and/or advertising of products or services; or (e) forging any TCP/IP packet header or any part of the header information in any email or newsgroup posting. Violations of system or network security may result in civil or criminal liability. Harley-Davidson will investigate occurrences that may involve such violations and may involve, and cooperate with, law enforcement authorities in prosecuting users who are involved in such violations. You agree not to use any device, software, or routine to interfere or attempt to interfere with the proper working of Vehicle Services.

Access to Vehicle Services may be monitored as detailed in our Privacy Policy.

Vehicle Services may be unavailable from time to time due to mechanical, telecommunication, software, hardware and third-party vendor failures. Although Harley-Davidson will use reasonable efforts to minimize disruptions, Harley-Davidson cannot control when such downtime may occur and cannot control the duration of such downtime.

## RIDE RESPONSIBLY

Always ride safely. You have full responsibility and assume all risks related to the use of Vehicle Services. Only use Vehicle Services when it is safe to do so. Failure to do so may result in an accident involving serious injury or death. You are responsible for following all applicable laws, rules, and regulations, including requirements of relevant government regulatory bodies, applicable to the use of the services. The use of a mobile phone or other electronic device while riding may be illegal in some jurisdictions and can cause distractions that lead to death or serious injury, even if you are using a hands-free device. Safe riding is your responsibility and should always be your first priority. Consider allowing calls to go to voicemail and never text or email while riding. Harley-Davidson is not responsible for the use of a mobile phone or any other electronic device while riding. You must always obey real world signs, speed limits and traffic laws which may be different than the information displayed in connection with Vehicle Services. When operating or riding a motorcycle, you should always wear the proper safety gear, such as eyewear, full-fingered gloves, jeans, chaps, or leather pants, over-the-ankle, sturdy footwear, a heavy, long-sleeve shirt or jacket, and a government approved motorcycle helmet (in the U.S., a motorcycle helmet that meets D.O.T. standards).

## THIRD PARTY LINKS AND MATERIALS

Vehicle Services may contain links to web sites of Harley-Davidson dealers. Harley-Davidson dealers are independent businesses and are not agents of Harley-Davidson. Harley-Davidson does not have responsibility for the content, availability, operation, or performance of web sites of Harley-Davidson dealers, or any other third-party sites that can be accessed Vehicle Services. When you access a non-Harley-Davidson site, please understand that it is independent from Harley-Davidson, and that Harley-Davidson has no control over the content on, or operation of that website. In addition, a link to a non-Harley-Davidson website does not mean that Harley-Davidson endorses or accepts any responsibility for the content, or the use, of the linked site.

Vehicle Services may include references to third-party trademarks, and copies of third-party materials that are subject to copyright or author's rights, which are the property of their respective owners. Reference to any product, process, publication, service, or offering of any third party by trade name, trademark, manufacturer or otherwise does not necessarily constitute or imply the endorsement or recommendation of such by Harley-Davidson.

Vehicle Services may display, include, or make available third-party content (including data, information, applications, and other products services and/or materials) or provide links to third-party websites or services, including through third-party advertising ("Third Party Materials"). Although we use reasonable efforts to include appropriate information on Vehicle Services, you acknowledge and agree that Harley-Davidson and its group companies are not responsible for Third Party Materials, including their accuracy, completeness, timeliness, validity, copyright, author's right compliance, legality, decency, quality, or any other aspect thereof. To the extent permitted by law, Harley-Davidson and its group companies do not assume and will not have any liability or responsibility to you or any other person or entity for any Third Party Materials. Third Party Materials are provided solely as a convenience to you, and your access and use of them are entirely at your own risk and subject to such third parties' terms and conditions.

## SUBMISSIONS, REVIEWS, FEEDBACK AND OTHER POSTINGS

If you submit, upload, post or transmit any information or files through or in connection with Vehicle Services ("Submissions"), you agree to comply with the **User Content Policy** not to (1) submit, upload, post or transmit anything that is defamatory, abusive, libelous, unlawful, obscene, threatening, harassing, fraudulent, pornographic, or harmful, or that could encourage criminal or unethical behavior, (2) submit, upload, post or transmit anything that violates the copyright, author's rights or other intellectual property or proprietary rights of any person or entity, (3) submit, upload,

post or transmit a virus or any other harmful component, or (4) contact other Vehicle Services users or other individuals through unsolicited e-mail, telephone calls, mailings or any other method of communication. If you submit, upload, post or transmit any feedback or data, such as ideas, concepts, know-how, techniques, processes, comments, suggestions or questions regarding the Vehicle Services, any Harley-Davidson product, service, or Content ("Feedback"), such information shall be deemed to be non-confidential, and Harley-Davidson and its group companies shall have no obligation to keep such Feedback confidential subject to our obligations under our Privacy Policy. By submitting, uploading, posting or transmitting Submissions or Feedback you are granting Harley-Davidson and its group companies the irrevocable, perpetual, fully paid up, royalty-free license and right to use, reproduce, disclose and distribute Submissions and Feedback for its business purposes, including without limitation developing, marketing and manufacturing products, services and Content incorporating such Submissions and Feedback, subject to our obligations under our Privacy Policy. If you want to ensure the continued availability of any Submissions, please take steps to back up such Submissions as we cannot guarantee that Submissions will continue to be available.

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Harley-Davidson and its group companies, and their respective officers, directors, employees, consultants and agents harmless from and against any and all third party claims, losses, liabilities, damages and expenses (including without limitation reasonable attorney's fees) arising out of or relating to any Submissions you post or allow to be posted through or otherwise in connection with Vehicle Services.

Harley-Davidson does not regularly review posted Submissions or Feedback, but does reserve the right (but not the obligation) to monitor and edit or remove any Submissions or Feedback submitted via the Vehicle Services where such Submissions or Feedback breach the User Content Policy or for any other valid reason. You grant Harley-Davidson and its group companies the right to use the name that you submit in connection with any Submissions or Feedback, subject to our obligations under our Privacy Policy. You agree not to use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of any Submissions or Feedback you submit. Subject to our obligations under these Terms of Use and applicable law, Harley-Davidson and its group companies take no responsibility and assume no liability for any Submissions or Feedback submitted by you or any third party.

## ACCURACY AND INTEGRITY OF INFORMATION

We will use reasonable skill and care to provide accurate information through Vehicle Services. However, despite our reasonable efforts, it is possible that Vehicle Services could include inaccuracies or other errors, and that unauthorized additions, deletions, and alterations could be made to Vehicle Services by third parties. In the event that an inaccuracy arises, please inform Harley-Davidson so that it can be assessed and possibly corrected. If we make material changes to Vehicle Services, we may notify you through an over-the-air or other electronic delivery, postal mail, or a website of ours. Vehicle Services, including, but not limited to, information in Vehicle Services, may be changed or updated from time to time without notice. Additionally, to the extent permitted by law, Harley-Davidson and its group companies shall have no responsibility or liability for information or Content accessed via the Vehicle Services that are posted from any non-Harley-Davidson affiliated third party.

The information presented on or through the Vehicle Services is made available solely for general information purposes. Although we use reasonable efforts to include appropriate information, we do not warrant the accuracy, completeness or usefulness of this information. Any reliance you place on such information is strictly at your own risk. To the extent permitted by law, we disclaim all liability and responsibility arising from any reliance placed on such materials by you or any third party.

## DISCLAIMER OF WARRANTIES

We will use reasonable skill and care in providing Vehicle Services, but we cannot guarantee that Vehicle Services will meet your requirements, achieve any intended results, operate without interruption, or be error free.

To the extent permitted by applicable law and unless otherwise expressly specified in these Terms of Use, Harley-Davidson disclaims all warranties, express or implied, including, without limitation, any and all warranties for satisfactory quality, merchantability, fitness for a particular purpose, non-infringement, course of dealing, course of performance, usage or trade practice, and data loss or corruption, with respect to Vehicle Services.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

## INDEMNIFICATION

To the extent permitted by applicable law, you agree to defend, indemnify and hold harmless Harley-Davidson and its group companies, and their respective officers, representatives, directors, employees, consultants or agents from and against any and all third party claims, losses, liabilities, damages and expenses (including without limitation reasonable legal fees) arising from or related to Vehicle Services, or your breach of these Terms of Use, including without limitation, your infringement of any intellectual property or other right of Harley-Davidson or any other person or entity.

## LIMITATION OF LIABILITY

Under the Terms of Use, to the extent permitted by applicable law, Harley-Davidson, our group companies, and our licensors and service providers i) shall not be responsible nor liable for any direct damages that exceed \$150 USD, and ii) shall not be responsible nor liable for any, indirect, incidental, consequential, special, exemplary, punitive, or other damages whatsoever (including, without limitation, those arising from or relating to personal injury, loss of goodwill, cost of substitute goods or services, computer or other electronic device failure or malfunction, lost profits, lost data, or business interruption). The foregoing shall apply to any and all claims or other causes of actions arising out of or relating in any way to Vehicle Services, whether based on warranty, contract, tort (including negligence), or any other legal theory, even if Harley-Davidson, any of our group companies, any of our licensors and service providers, or any representative thereof has been advised of the possibility of such damages. To the extent permitted by applicable law, your sole remedy for dissatisfaction with Vehicle Services is to stop using the Vehicle Services. Some jurisdictions do not allow certain limitations of liability, so some or all of the above limitations of liability may not apply to you. Where required under applicable local law, the above does not exclude or limit our liability for death, personal injury or fraudulent misrepresentation caused by our negligence or any other loss where the law does not permit us to do so.

## GENERAL

In the event that any of the Terms of Use are held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that these Terms of Use shall otherwise remain in full force and effect. The Terms of Use, other documents or policies referred to in the Terms of Use, and our Privacy Policy constitute the entire agreement between you and Harley-Davidson with respect to Vehicle Services and supersede all prior or contemporaneous understandings and agreements, whether written or oral,



with respect to the Vehicle Services. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power under this Terms of Use shall operate as a waiver of such right or power, nor shall any single or partial exercise of any right or power under this Terms of Use shall preclude further exercise of that or any other right under the Terms of Use. Except in relation to personal data and the process and collection thereof, which shall be governed by Exhibit A, in the event of a conflict between this Terms of Use and any applicable purchase, service, or other terms, the terms of this Terms of Use shall govern to the extent of the conflict with respect to your use of the Vehicle Services. Vehicle Services may be subject to US export control laws and regulations, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export or release Vehicle Services to, or make the Vehicle Services accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation.

## DISPUTE RESOLUTION; ARBITRATION

We will work in good faith to resolve any issue that you have with Vehicle Services if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

The Terms of Use is governed by and construed in accordance with the internal laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule.

You and Harley-Davidson agree that, unless prohibited by law, any dispute, claim, or controversy arising out of or relating in any way to your use Vehicle Services shall be determined by binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with reasonable discovery considering the issues involved and amount of the claim and require you to do the same. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. You agree that, by agreeing to these Terms of Use, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision, and that you and Harley-Davidson are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms of Use and any other contractual relationship between you and Harley-Davidson.

If you desire to assert a claim against Harley-Davidson, and you therefore elect to seek arbitration, you must first send to Harley-Davidson, by certified mail, a written notice of your claim ("**Notice**"). The Notice to Harley-Davidson should be addressed to: General Counsel, Harley-Davidson, Inc., 3700 W. Juneau Ave., Milwaukee, WI 53208 ("**Notice Address**"). If Harley-Davidson desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written notice to the most recent address we have on file or otherwise in our records for you. A Notice sent by you or a written notice sent by Harley-Davidson must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("**Demand**"). If Harley-Davidson and you do not reach an agreement to resolve the claim within 30 days after receipt of the claim, you or Harley-Davidson may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Harley-Davidson or you shall not be disclosed to the arbitrator. You may download or copy a form notice and a form to initiate arbitration from the American Arbitration Association at [www.adr.org](http://www.adr.org). If you are required to pay a filing fee, after Harley-Davidson receives Notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than \$10,000 USD. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration

Association ("**AAA**"), as modified by these Terms of Use, and will be administered by the AAA. The AAA Rules and Forms are available online at [www.adr.org](http://www.adr.org), by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by these Terms of Use. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of these Terms of Use, including this arbitration agreement. Unless Harley-Davidson and you agree otherwise, any arbitration hearings will take place in the county (or parish) of your billing address. (If you reside outside of the United States, any arbitration hearings will take place in your country of residence at a location reasonably convenient to you, but will remain subject to the AAA Rules including the AAA rules regarding the selection of an arbitrator). If your claim is for \$10,000 USD or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000 USD, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which any award is based. If the arbitrator issues you an award that is greater than the value of Harley-Davidson's last written settlement offer made before an arbitrator was selected (or if Harley-Davidson did not make a settlement offer before an arbitrator was selected), then Harley-Davidson will pay you the amount of the award or \$1,000 USD, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

You and Harley-Davidson agree that each may bring claims against the other only in your or its individual capacity, and not as a plaintiff or class member in any purported class or representative proceeding. Further, unless both you and Harley-Davidson agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of these Terms of Use shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in Milwaukee, Wisconsin. In which case, you waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

If you are a consumer outside the United States this will not deprive you of any protection you have under the law of the jurisdiction where you live including where such law requires you to have access to local courts in that jurisdiction.

**Limitation of Time to File Claims.** Any cause of action or claim you may have arising out of or relating to Terms of Use must be commenced within one (1) year after the cause of action accrues, otherwise such cause of action is permanently barred. Some jurisdictions do not allow a limitation on time to file claims, so this may not apply to you.

## Exhibit A

Harley-Davidson, Inc. may collect your personal information when you connect your vehicle to the Internet over Wi-Fi or connect your vehicle to the Harley-Davidson App in connection with H-D Services, such as your use of Vehicle Services. The personal information collected may include, but is not limited to: vehicle location data, vehicle information (e.g. vehicle identification number), IP address, and geolocation information (to verify your location and deliver location based content). The personal information we collect is used to provide you with the highest quality experiences, products, services and motorcycles.

Please refer to the Harley-Davidson Privacy Notice at [www.h-d.com/privacy](http://www.h-d.com/privacy) for further information.