



Connected Vehicle Features Terms of Use

Version: 02

Effective Date: May 2026

I. Scope

These Terms of Use ("**Terms**") govern the use of the Connected Vehicle Features (hereinafter "**Features**") within your vehicle (see Part II).

These Terms are a legal agreement between you ("**you**" or "**your**") and Mazda Motors of New Zealand Limited (New Zealand company number 84794) ("**Mazda**", "**our**" or "**we**").

You can find the most current applicable Terms through the center display screen "Privacy" Section of the menu in the head unit of your vehicle. The Terms are updated from time to time, by advance notice in writing to you, as explained further in Part II.2.

II. Features

1. General Information

In this section, we describe the use of the Features within your vehicle.

The Features include:

- Account Creation, Login and Vehicle Binding
- Remote Control
- OTA Updates
- Communication and Network Connectivity (Bluetooth® Audio/Hands-Free Call/Wi-Fi/Apple CarPlay/Android Auto™)
- Charging
- Voice Assistant
- Map / Navigation / ISA
- Security Management

Please refer to the "*Owner's Manual*", "*Navigation Owner's Manual*" and "*Connected Service Manual*" ("**Manuals**") for further information of each of the Features.

You can deactivate the Features at any time in the settings of your head unit.

Please refer to the Manuals for further information.

Please note that not all Features may be available for use with your specific vehicle, depending on your vehicle model, configuration and software version of the infotainment system and/or version of mobile phone. Please check the relevant Manual for further information.



If you drive a Mazda 6e

If you are not in agreement with these Terms and click the button “*disagree*”, the Features will not be activated except In car monitor - fatigue reminder, , and you will not be able to make use of the functionality or service that requires access to enable such Feature:

- Microphone authorisation: intelligent voice (VR), Bluetooth phone, camera - record sound
- Vehicle positioning authorisation: navigation, intelligent voice navigation
- Camera authorisation (for in car monitor - distraction reminder, in car monitor - gesture recognition camera, camera)

If you drive a Mazda CX-6e:

If you are not in agreement with these Terms of Use and click the button “*disagree*”, the below Features (**except In car monitor - fatigue reminder and In car monitor – distraction reminder and In car monitor - gesture recognition camera which remain enabled by default**) can only be used locally and you will not be able to make use of some or all of the functionality or service for such Features:

- Microphone authorisation: intelligent voice (VR), Bluetooth phone, camera - record sound, Car External Announcement
- Vehicle positioning authorisation: navigation
- Camera authorisation: Camera

Please note: You can deactivate and/or customise the Features separately in the setting of the head unit. For example, you may use the navigation or voice assistance feature in a local version which does not entail the transfer of any personal information to third party providers. This will, however, also have the effect that you will not be able to make use of all or some of the functionalities or services of the Features as set out above. Further information on how you activate, deactivate or customise the Features and/or related functionality or service is provided in the relevant Manual.

As part of the use of the respective functions and services, personal data is processed and, depending on the Feature, function, service or the respective settings, transmitted from the vehicle to third parties. The processing of the respective personal data is done in accordance with the Privacy Act 2020 and explained in more detail in the Privacy Policy, which is also provided in the menu.

2. Changes to Terms and Features

We may amend these Terms or the Features due to future economic, legal and technical developments in line with the following provisions:

- Changes that are in our view (acting reasonably) legally advantageous or neutral to you shall take effect immediately.
- For any other material changes, we will give you reasonable notice of the proposed changes. You will receive a pop-up notification in the head unit of your vehicle, giving you the opportunity to accept the new Terms, by clicking the "Agree and continue" button. If you do not accept the changes, by clicking the "Disagree" button, by the time the new Terms take effect, you may not be able to continue to use the some or all of the Features as set out above (see Section I).



3. Preconditions

Depending on the Feature and/or related service ("**Service**"), you may need to fulfil technical requirements. You can find out more about the requirements for using the Features and/or service in the Manuals.

To receive the Service, the following conditions must be met:

- Your vehicle must contain a factory-installed telematics system ("**System**").
- Your vehicle must contain software installed by or on behalf of Mazda and all updates provided to you by Mazda (whether such updates are installed by you, Mazda, or the dealer whom you purchased your vehicle from ("**Dealer**")) (collectively, "**Software**").
- The Data Communication Module (DCM) must be on/active and functioning properly.

The Software in the vehicle not only enables certain Features, but also allows you to access and use services provided by Mazda, its licensors and/or third parties identified by Mazda and/or its licensors. Such third party service providers include parties that provide any services, equipment, or facilities in connection with the System or Services, such as wireless service providers, basic wireless carriers, vendors, licensors, content providers, public safety answering points, emergency responders and similar providers (e.g., police, fire, and ambulance), towing companies, distributors and dealers.

Services may not be available under the following conditions:

- the system or software is modified or tampered with, or the vehicle's electrical system or diagnostic ports are restricted;
- the vehicle is not in compliance with governmental regulations and laws;
- wireless communications or GPS signals are restricted; and
- any other reason specified in these Terms.

In addition, the Services may fail or be delayed due to natural causes or causes beyond our reasonable control, including, but not limited to, weather conditions and their consequences, utility failures, acts of war, acts of government, pandemics, epidemics, terrorism, civil unrest, wireless network congestion, or system failures (including Internet, computer, telecommunications or other system failures).

Some of the Services may be enabled or supported through the App, which requires you to download the App from a third party, such as Apple iTunes, Google Play, or other application stores compatible with your wireless device. You further acknowledge and agree that:

- these Terms are an agreement between you and us and not with the applicable App store;
- you may be required to pay fees charged by the applicable App store for the download and use of the App; and
- you are subject to the terms and conditions of the applicable App store with respect to the use of the App.

4. Availability of Features

The availability of our Features depends on a number of factors. Please note that there may be restrictions on network availability and certain service downtime.

a. Network availability

The Features are provided via an in-car SIM card which is activated at the Dealer and your account is registered via the App. The SIM card is deactivated when your account is deleted.



The network availability which is necessary for some of the Features depends on a number of factors:

- On the one hand, availability is partly limited to the reception and transmission range of the radio stations operated by the respective mobile network operator and may be affected by atmospheric and topographical conditions, the position of the vehicle and obstacles such as buildings.
- 4G/LTE connectivity will only be available on compatible devices (i.e., the infotainment system) which supports the particular 4G/LTE frequency of the specific roaming network. You can find out more about the requirements for using the connectivity service in the Manual. Where 4G/LTE is not available, 2G or 3G connectivity will be provided subject to the availability of the infotainment system and its compatibility with such networks.
- The Services use wireless communication networks and global positioning system ("GPS") satellite networks to operate. Not all services are available at all times, especially in remote or closed areas. In addition, some Services may not be fully available if the GPS system is not operational (e.g., certain features of the maps). Certain programming limitations of the GPS system may impair our ability to determine the precise location of your vehicle.
- Your vehicle must be located in an area where we have a service agreement with a wireless communications service provider in order for the unlimited communications networking service to operate; and you must be located in a location where the wireless service provider has the coverage, network capacity, and reception capabilities to provide the Services, and where the technology is compatible with the Services. In addition, GPS satellite signals must be unobstructed, available at the location and compatible with the Services or the Services involving your vehicle's location information will not operate. Please also note that the wireless/GPS service for your vehicle may be limited or unavailable outside of your country.
- The Services are provided using embedded telematics equipment installed in your vehicle, and your vehicle must have a functioning electrical system (including adequate battery power) in order for the System to operate. There are other issues beyond our control that may prevent us from providing the Services to you at any particular time or location or that may affect the quality of the Services, such as hills, high-rise buildings, tunnels, weather, damage to critical vehicle components in an accident, or wireless network congestion.
- The routing data we provide to you for maps and navigation is based on the most current map information we are able to provide to you but may be inaccurate or incomplete. For example, our routing data may not include information about one-way streets, turn restrictions, construction projects, seasonal roads, detours or new roads. It may suggest the use of roads that are now closed for construction or turns that are prohibited by intersection signs. In addition, traffic, weather and other events may cause road conditions to differ from those generated. Accordingly, you should always use good judgment, comply with traffic and road laws and directions, and evaluate whether it is safe and legal to follow the instructions provided by the System and Services in light of current traffic, weather and other conditions. Except as expressly set forth in these Terms, neither Mazda nor its suppliers make any specific commitments with respect to the Route Data provided hereunder (i.e., we make no commitments with respect to the content of the Route Data or its reliability, availability, or ability to meet your needs - the Route Data is provided on an "as is" basis).
- Mazda may be unable to prevent certain failures occurring, such as utility electrical failures, acts of war, governmental action, terrorism, civil unrest, labour shortages or difficulties (regardless of the cause), or equipment failures, including internet, computer, telecommunication, or other equipment or technological failures, or failures caused by acts of nature or by forces or causes beyond our reasonable control. Mazda shall not be liable for any delay or failure of the System or Service in such circumstances.



- The connected service system utilises digital radio communication technology and GPS technology over which we have no control. Telecommunications technology is known to change over time, resulting in the obsolescence of certain telecommunications networks. If changes in telecommunications technology or GPS technology used by the System result in those technologies being incompatible with your System, then your System will not work, and we may be forced to cancel your Service.

b. Service downtime

Access to the Features may be temporarily or permanently deactivated in whole or in part for technical or security reasons or other important reasons, such as improving performance, enhancing functionality, reflecting changes to the operating system or addressing security issues. For example:

- The Features may be temporarily disrupted or restricted due to force majeure or for other reasons beyond our control. This may be the case, for example, if the data connections provided by mobile network operators are unavailable or if short-term capacity bottlenecks arise from peak loads on the Features, on wireless and fixed networks, or on the internet.
- The Features may be temporarily disrupted or restricted to carry out technical or other measures (for example repairs, maintenance, software updates, and extensions) on our systems or the systems of downstream or upstream providers, content providers or mobile network operators, where such measures are necessary for the proper or improved performance of the Features.

c. OTA Updates

With OTA Updates we are able to provide you with software updates for vehicle systems and functions as well as the map and infotainment system for you to receive wireless ("over-the-air", together "OTA Updates").

You will be notified via the head unit if OTA Updates are available. OTA Updates are automatically downloaded to your vehicle to prepare the respective installation. You will be asked to choose whether you want to complete the OTA Update now or later. The update does not require you to log-in with your account in the vehicle. OTA Updates may be subject to separate terms and conditions you are asked to accept before installation.

With each update, you will be provided with details of its content as well as further information on the update process.

Disconnecting the connectivity in your vehicle's head will not disable the automated downloading of OTA Updates.

5. Third Party Service Providers

Certain services are available in the vehicle which are provided by external third parties. These services are not offered or provided by us. Separate terms and conditions apply to the use of these services. We have no influence over their availability and the content offered by the relevant third parties. This applies to the following services:

a. Apple CarPlay:

is provided by Apple® and its use is subject to your agreement to the Apple CarPlay terms of use, which are included as part of the Apple iOS terms of use.

Terms of use / Privacy Policy: <https://www.apple.com/legal/privacy/en-ww>



- b. Android Auto™:
is provided by Google and its use is subject to your agreement to the Android Auto™ terms of use.

Terms of use: <https://policies.google.com/terms/service-specific>

Privacy Policy: <https://policies.google.com/privacy#infocollect>

- c. Map/Navigation/ISA system services:
If you drive a Mazda 6e, the services are provided by Telenav Shanghai inc. and its use is subject to your agreement to the Telenav terms of use and Privacy Policy, which also can be viewed under “Settings” – “More” – “About”.

Terms of use <https://www.telenav.com/legal/tg2-eula>

Privacy Policy <https://www.telenav.com/legal/tg2-pp>

If you drive a Mazda CX-6e, the services are provided by Shenyang Mxnavi Co., Ltd. and its use is subject to your agreement to the MXNAVI Terms of Use and Privacy Policy, which also be viewed under “Settings” - “Other” in Navigation system.

Terms of Use: <https://www.mxnavi.com/#/legal/terms-navigation-mazda-er>

Privacy Policy: <https://www.mxnavi.com/#/legal/policies-navigation-mazda-er>

- d. Voice Assistant:
If you drive a Mazda 6e, the service is provided by Megatronix (Beijing) Technology Co., Ltd.

If you drive a Mazda CX-6e, the service is provided by Thunder Software Technology Co.,Ltd. and its use is subject to your agreement to the Terms of use and the Privacy Policy of Thunder Software.

Terms of use/ Privacy Policy <https://en.thundersoft.com/privacy-mzd-eu>

Please carefully read and accept the respective terms of use of these third-party service providers before activating the services. You use these services at your own risk.

6. Your obligations

You may only use the Features in accordance with these Terms. Make sure you do not misuse the Features, you comply with all applicable laws and regulations, and you do not interfere with or compromise the security, integrity, or performance of the Feature. When you provide access to other users, ensure that they are informed about these Terms and comply with them. You remain responsible for any actions taken by users who access the Features through your account or vehicle.

If you sell your vehicle or otherwise make it permanently available to a third party, ensure that you deactivate the Features, unbind your vehicle from the App, delete your App user account and remove any personal data that is not automatically deleted and stored in the System or Services to prevent unauthorised access and to ensure data privacy. You can find out more about the deactivation of the Features and deletion of your personal data in the Manuals and our Privacy Policy. Keep your login credentials secure. Ensure that your account credentials, passwords, and authentication details are kept confidential and not shared with unauthorised persons to prevent misuse.

Do not manipulate or modify the Features – You must not attempt to modify, reverse-engineer, hack, or otherwise interfere with the proper functioning of the Features or any related software.

Ensure compatibility of devices – If you connect external devices or third-party applications to the Features, make sure they are compatible and do not interfere with the vehicle’s safety or functionality.



Comply with road safety regulations – Do not use the Features in a way that distracts you from driving or compromises road safety. Follow all legal requirements regarding the use of digital features and services while operating the vehicle.

Ensure proper data usage – If the Features allow you to collect or share data, ensure that you comply with applicable data protection laws and do not misuse personal or vehicle data.

Report malfunctions or unauthorised access – If you detect technical issues, malfunctions, or suspect unauthorised access to the Features or related services, promptly report it to the service provider for resolution.

7. Customer Service

In case of questions, suggestions or complaints, please contact your Dealer or us / Mazda on 0800 800 626 and/or MazdaTermsOfUse@mazda.co.nz.

By clicking the **"Agree and Continue"** button below, you agree to the activation of the following functions in the vehicle and the use of the features in accordance with the above Terms:

- Microphone authorisation (for intelligent voice (VR), Bluetooth phone, camera - record sound, Car External Announcement (for Mazda CX-6e only)
- Vehicle positioning authorisation (for navigation, intelligent voice navigation)
- Camera authorisation (for In car monitor - Distraction reminder (for Mazda6e only), In car monitor - gesture recognition camera [\(for Mazda 6e only\)](#), Camera)

If you don't agree ("**Disagree**"), some or all of the above Features or certain functions and services associated with them or based on their use cannot be used except (i) In car monitor - fatigue reminder (for both Mazda6e and Mazda CX-6e); and (ii) In car monitor - distraction reminder (for Mazda CX-6e), [\(iii\) In car monitor - gesture recognition camera\(for Mazda CX-6e \)](#) which remain enabled by default, or, for the Mazda CX-6e, can only be used locally. You can de-activate, re-activate and/or modify the scope of certain Features and Services in the settings in the head unit at any time, insofar as this is provided for the individual Features and Services except (i) In car monitor - fatigue reminder (for both Mazda6e and Mazda CX-6e); and (ii) In car monitor - distraction reminder (for Mazda CX-6e), [\(iii\) In car monitor - gesture recognition camera\(for Mazda CX-6e \)](#) which remain enabled by default. Further details can be found in the explanations in the respective section of the head unit and the manuals.