



## Mazda6e and Mazda CX-6e Application ("App") - Terms of Use

Version: 02

Effective Date: April 2026

### I. Scope

These Terms of Use ("**Terms**") apply to:

- the registering of your Application ("**App**") account for linking your Mazda vehicle with the App, amongst other matters, to activate the SIM card in your Mazda vehicle; and
- the use of the additional remote-control related functions and services (see Section IV) as provided via the App,

(the "**Services**").

The App is provided by Mazda Motors of New Zealand Limited (New Zealand company number 84794) (hereinafter referred to as "**Mazda**", "**we**", "**us**" or "**our**").

These Terms are a legal agreement between you ("**User**", "**you**" or "**your**") and us.

You can find the most current applicable Terms and our Privacy Policy at any time in the App's menu. The Terms are updated from time to time, by advance notice in writing to you, as explained further in Section XI.

The use of the Services will begin on the date you are registered with an account in the App and have linked your Mazda vehicle.

### II. General Information

The agreement governing the use of the Services via the App, being these Terms, and the purchase agreement for your Mazda vehicle which you enter into with your Mazda authorised third party dealer ("**Dealer**") are legally separate agreements. The performance of one of the agreements shall have no implications on the other agreement.

**Please note: You can only access and use the Services if you have an active account in the App and have agreed to the relevant Terms as well as acknowledged the Privacy Policy via the App.**

The agreement between you and us is concluded when the User (i.e., you) is activated and granted access to the Services in the App after having successfully registered. You are provided with setting options in the registration process with which you can correct any input errors.

The Services can only be used for Mazda vehicles you link via the App.



The App will provide you with the following key Services:

- User Account
- Vehicle Linking / Authority Sharing
- Remote Control
- Digital Key
- Owner Manual

### III. User Account and Vehicle Linking

To use the Services, you need to register with the App and bind the vehicle to our centralised vehicle backend with the support of your Dealer. Accordingly, you will need a VIN (Vehicle Identification Number) in order to use the Services.

Please be aware that anyone who registers with the App, and has knowledge of your VIN, can link your Mazda vehicle to his/her account by entering the VIN. It is your responsibility to not share your VIN with any unauthorised parties.

If the Mazda vehicle which has been linked to your App account is sold or transferred, the new owner or lessee will also be granted access to the Services.

#### 1. User Account

- Opening/Deleting user accounts
- User account login/logout
- View and change user account information (i.e., password change)
- Vehicle binding
- Scan QR code to register of the vehicle user account
- Login mobile Devices control

You are able to register and manage your account in the App. This includes creating and cancelling/deleting your account, logging in and out, updating account details (for example, change email address and reset password), linking your email address, and activating/deactivating your vehicle's SIM card.

**Please note:** In order to activate the SIM card in the vehicle necessary to activate certain vehicle features and the Services, you must set up a User account in the App and bind your Mazda vehicle with the App. Deleting your User account in the App deactivates the vehicle SIM card. If you delete your User account in the App, the Services will then no longer be available.

#### 2. Vehicle Linking / Authority Sharing

- Vehicle linking
- Vehicle authority sharing

Our Services enable secure authorisation and management of Mazda vehicle ownership and access rights through the App. When a Mazda vehicle is linked to an owner's account, an authorisation code is sent to the owner's email address based on a request from the original equipment manufacturer. This ensures that vehicle features are properly assigned to the owner and allows the owner to share vehicle access with non-owners in a controlled manner.



## IV. Remote-Control Services

To use the remote-control Services, you need to register with the App and bind your Mazda vehicle to our centralised vehicle backend with the support of your Dealer. Activating your account through the App is a prerequisite to bind your Mazda vehicle to the vehicle backend which is necessary for making use of the Services related to your Mazda vehicle, such as remote-control Services including alerts (e.g., child detection in the car).

### 1. Remote Control

- Checking vehicle status
- Remote control of the vehicle
- Share vehicle control authority to other people
- Remote control of security codes
- Battery reservation heater/ charge reservation

Our Services provide Mazda vehicle owners with remote access and control features through the App, allowing them to monitor their Mazda vehicle's status, manage security settings, and optimise charging and heating Services.

### 2. Digital Key

- Activate, download and deactivate digital keys
- Share digital keys
- Manage your digital key data in TSP

The digital key Services allow you to activate, download and deactivate digital keys, to share digital keys and to manage your digital key data. You can use your digital key to unlock/lock your Mazda vehicle, open/close the windows, open/close the trunk, flash the lights, whistle, open/close the electric tail, start your Mazda vehicle and for other relevant car controls.

### 3. Manuals

- View *"Navigation Owner's Manual"*
- View *"Owner's Manual"*
- View *"Connected Service Manual"*

You can access the above Manuals via the App.

## V. Updates

Mazda will ensure that any updates required to maintain the Services via the App in accordance with these Terms are provided. Updates may be required, for example, to maintain functionality, compatibility or security. You will be notified when updates are available via the App.

## VI. User Obligations

You may only use the Services for their intended purposes as explained in these Terms.



In particular, you must not:

- use the Services for unlawful purposes or causes, enable or facilitate third parties to use the Services for unlawful purposes;
- wilfully disrupt or interfere with the Services, use the Services for anything that is defamatory, abusive, obscene, indecent, or harassing, or threatens or encourages bodily harm, destruction of property, or infringement of the lawful rights of any person, or for any unlawful purposes or to facilitate that third parties use the Services for such purposes; nor
- use the Services in order to operate any business or commercial purpose (other than simply using your Mazda vehicle for transportation purposes whilst engaging in your normal business purposes).

You shall bear any costs incurred by us, yourself or any third party for any conduct you undertake which is prohibited under these Terms or in breach of any applicable laws.

## VII. Data Protection and Privacy Policy

You authorise and consent to us collecting, retaining, disclosing and using information about you during our provision of the Services via your use of the App for the purpose of enabling us to provide the Services to you. In particular, you agree that we will:

- collect certain personal information from you (for example, name, address, phone number, email address, driving routes, voice recordings); and
- disclose information about you to any person who guarantees, or who provides insurance, and/or any other credit support to us and/or our subsidiaries and/or to other persons who it is necessary or desirable for us to disclose your information to in order for us to provide the Services to you and/or to enable us to exercise or enforce or attempt to enforce any of our rights, remedies and/or powers under these Terms.

Where we collect, store, use and/or disclose your personal information in connection with the provision of the Services, we do so in accordance with the Privacy Act 2020 and our Privacy Policy which is available in the App under "Me" - "About Us" - "Privacy Policy". Please see our Privacy Policy for details on how we process data. In agreeing to these Terms, you agree to the matters contained within our Privacy Policy. If we update our Privacy Policy at any time, we will notify you via the App.

If you assert any right you have under the Privacy Act 2020 (e.g., withdrawal of consent to the collection, use, storage and/or disclosure of your personal information and/or otherwise object to the processing of your personal information via the App):

- this will not affect the validity of these Terms; and
- you may delete your account in the App and discontinue receiving the Services (as further explained in Section X.1).

For the purposes of the Unsolicited Electronic Messages Act 2007, you consent to us sending electronic messages to you via the App in relation to the Services. Should you wish to cease receiving messages from us, you may exercise your cancellation rights as set out in Section X.1.

You also acknowledge that your biometric information (being voice and facial recognition) will be used by the App to assist us to provide the Services to you.



**Please note it is your responsibility to ensure that you do not allow persons other than yourself to use your User account in the App. This is to ensure, amongst others, the protection of your information and also that such other person(s)' personal information is not inadvertently collected via the App.**

You shall bear any costs incurred by us, yourself or any third party for any conduct you undertake due to allowing any person other than yourself to use the App.

## VIII. Copyright / Intellectual Property

The entire content of the Services, all intellectual property associated with the App and the Services and all related rights (whether in existence at the date of these Terms and/or coming into existence in the future) are exclusively owned worldwide by Mazda and its subsidiaries and/or third parties.

You shall not use any image, trademark, service mark or logo related to the Services, us or any of our subsidiaries or related Mazda entities and/or products. By allowing the use of the Services in accordance with these Terms, no such right or licence is granted.

## IX. Free Services

The Services are currently free of charge.

## X. Termination

### 1. Your Cancellation Rights

You can cancel the Services at any time, with or without cause, by logging into your App User account and removing your account. To remove your account, you need first to unbind your Mazda vehicle, thereafter you can remove your account. There is no charge to cancel your registration. The cancellation effective date is the date you delete your account or remove your Mazda vehicle and, upon such cancellation, we will immediately turn off access to the Services for you.

**Please note: If you choose to terminate your account (in the App's menu) it also deactivates the vehicle SIM card that was activated when the App account was registered and bound with your Mazda vehicle. Any vehicle functions and remote App functions in use will then no longer be available.**

If you just want to modify or deactivate the remote-control Services, you can modify or deactivate / deregister them at any time in the settings of your Mazda vehicle or in the App.

**It is your responsibility to cancel the Services by unlinking your Mazda vehicle(s) in the App prior to selling, transferring, or terminating the lease on your registered vehicle(s).**

We may at any time cancel the Services if we are notified of the sale or lease termination of your Mazda vehicle by you, any Dealer, a vehicle repairer, any new owner/lessee or any other person.

You may not transfer nor assign your rights under these Terms without our prior written consent.



## 2. Our Cancellation Rights

Without Cause: We may suspend or terminate your registration at any time without cause subject to reasonable prior notice considering the circumstances and the reasons of the suspension and/or the termination. This means that we can decide to cease providing the Services to you at any time and for any reason, even for reasons unrelated to you or your registration in the App.

With Cause: We may terminate your registration in the App at any time we believe there is good cause without prior notice to you. Good cause means, for example, if you breach any term of these Terms, interfere with our Services efforts, interfere with our business and/or the business of any of our related entities, and/or if revised Terms are not accepted by us or for any other reason in accordance with these Terms.

We have no obligation to reactivate your User account in the App, even if you cure any breach of these Terms.

We may, in our sole discretion, allow reactivation of your User account in the App.

## XI. Changes

We may amend and/or install an update to the Services at any time, including for reasons relating to future economic, legal and technical developments.

Changes that are in our view (acting reasonably) legally advantageous or neutral to you shall take effect immediately upon notice to you via the App.

We will only make changes to the Services which are required to maintain compliance with these Terms (e.g., updates to the Services as referred to in Section V) and/or if there is a valid reason for such a change, and provided such change does not involve additional costs to you. You will be given notice of the change via the App.

A valid reason shall exist if the change is necessary in order to, amongst other matters:

- improve access to, and usability of, the Services (including introducing new, or enhances existing, Services);
- adapt the Services to legal requirements;
- adapt the Services to technical changes or developments in systems operated by us or third parties or to technical developments in our users' systems;
- changes necessary due to important operational reasons;
- changes resulting from the need to remove ambiguities, errors or clerical mistakes; or
- changes to the contact details, names, identification numbers, electronic addresses or links provided within the App.

In case of changes that have significant negative impact on your access to or the usability of the Services, you will be informed with reasonable advance notice via the App about the features and timing of the change and your right to terminate your agreement with us in relation to the Services free of charge at any time.

Otherwise, in case of all other material changes to the Services, we will notify you of the intended changes with reasonable advance notice.



If you do not tell us otherwise in writing (for example, by sending a letter or email) within two weeks after our notification that we will be making any material/significant changes, we will assume that you accept the changes. (We will remind you of this when we inform you about the intended changes).

If you tell us that you do not accept any changes we notify you that we will be making to the Services, we may terminate our agreement with you based on these Terms and cease delivering the Services with effect from the date on which the changes should have applied.

If we make any changes to the Terms, we will notify you via the App and you will be given the option to accept the varied Terms or cease to use the App.

In the event of any change to these Terms, you will be able to view the historic versions of these Terms to which you have previously agreed and the Privacy Policy you have acknowledged on the App.

## **XII. Defective updates**

If you do not install an update or fail to install it properly, Mazda shall not be liable for any defects of the Services caused due to the lack of the particular update.

As a general rule, if the Services including updates show defects, it shall be presumed that the Services were defective during the period immediately preceding the relevant update and Mazda will endeavour to remedy the defect. This does not apply if:

- your digital environment was not compatible with the technical requirements of the Services at the relevant time as communicated by Mazda; or
- Mazda cannot sufficiently investigate whether the technical requirements have been complied with as a consequence of any refusal by you to cooperate with us in investigating the relevant circumstances in an appropriate manner (including where Mazda wishes to use technical means to determine the relevant circumstances. (Mazda will endeavour to conduct its investigations in the least intrusive manner to the User); or
- you are in breach of these Terms and/or any applicable law.

When you claim any defect, you agree you shall cooperate with Mazda (and/or any of Mazda's related entities and/or third parties engaged by Mazda) to the extent reasonably necessary and possible to enable Mazda to investigate whether the cause of the defect was in your digital environment. The requirement to cooperate is limited to the technically available means that are the least intrusive for you.

## **XIII. Liability**

Subject to the below, Mazda shall not be liable for the provision of the Services. Except to the extent that the law in New Zealand prevents us from excluding liability and as expressly provided for in this Section XIII, we will not be liable for any loss or damage or liability of any kind whatsoever whether suffered or incurred by you or another person and whether in contract or tort (including in negligence), or otherwise and whether such loss or damage arises directly or indirectly from the Services provided by us to you.

You agree to indemnify us (and any of our related parties, our subsidiaries and/or third parties) against all claims and losses of any kind whatsoever however caused or arising which are brought by any person in connection with any matter, act, omission or error by us, our related parties, our subsidiaries and/or third parties).



The following rules shall apply:

- Mazda shall only be liable for direct losses suffered by you that:
  - have been caused as a result of us, our legal representatives and/or our authorised agents having acted, or having failed to act where there was a duty for us to act, in gross negligence or with wilful or malicious intent;
  - have occurred as a result of us breaching any applicable New Zealand law; and
  - have occurred as a result of us breaching a “material contractual obligation”.
- “Material contractual obligation” is such contractual obligation, the fulfilment of which is essential for the proper performance of these Terms and on which you may rightfully rely, and that, on the other hand, jeopardises the aim and purpose of these Terms if breached.
- Notwithstanding anything to the contrary in this Section VIII, we shall not be liable for any losses suffered by you if and to the extent they are caused by your own negligence, wilful misconduct, breach of these Terms and/or other culpability.
- We will not under any circumstances be liable for any indirect nor consequential losses suffered by you (including for loss of profit).
- The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may impose warranties, conditions or obligations on us which cannot by law (or which can only to a limited extent by law) be excluded. We exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.
- Where you use your Mazda vehicle and accordingly the Services for any purposes of a business, you acknowledge and agree:
  - you are using the Services covered by these Terms for the purposes of a business in terms of sections 2 and 43(2) of the Consumer Guarantees Act 1993; and
  - the Services are both supplied and acquired in trade for the purposes of the Fair Trading Act 1986 and you agree to contract out of sections 9 (misleading and deceptive conduct generally), 12A (unsubstantiated representations) and 13 (false or misleading representations); and
  - all warranties, conditions, and other terms implied by the Consumer Guarantees Act 1993 and sections 9, 12A and 13 of the Fair Trading Act 1986 are excluded from these Terms to the fullest extent permitted by law and you further agree that it is fair and reasonable that you be bound by this clause.

#### **XIV. Miscellaneous**

These Terms and the Privacy Policy (each as amended and/or replaced by us from time to time in accordance with these Terms) are the entire agreement between Mazda and you regarding the use of the App and the Services and supersede all prior agreements, written or oral, with respect to the subject.

Deviating, conflicting or supplementing terms and/or conditions of the User shall not apply to the use of the Services unless explicitly accepted by us in advance in writing.

Any amendments and additions to the Terms as well as notifications necessary for their execution require written/text form (including letter and/or email) to be effective. The written/text form requirement can only be overruled in written/text form.

# MAZDA



If any term of these Terms should be found invalid, you and we agree that the other terms of these Terms shall remain valid and unaffected.

Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

Even if we delay the enforcement of these Terms, we can still enforce them later. If we do not insist immediately that you take any action that is required under these Terms, or if we delay in taking steps against you in the event that you violate these Terms, this will not mean that you do not have to take this action, and it will not prevent us taking steps against you at a later date.

## **XV. Applicable law and place of jurisdiction**

These Terms shall be governed by and construed in accordance with the laws of New Zealand.

The courts of New Zealand shall have non-exclusive jurisdiction over any dispute arising out of or relating to these Terms. You and we hereby expressly consent and submit to the jurisdiction and venue of these courts.

## **XVI. 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](mailto:MazdaTermsOfUse@mazda.co.nz)