

USER AGREEMENT OF BYD APP

Distinguished users (hereinafter referred to as "you" or "users"), welcome to use the BYD application (hereinafter referred to as "the APP").

This is the agreement between you and BYD Entity (hereinafter referred to as "BYD" or "we/us") regarding the provisioning and services of the APP, which has the legal effect of contract. The specific legal entity under the heading "BYD Entity" is hereinafter referred to as "BYD" or "we/us". You need to read the User Agreement of the APP carefully.

Your residential country	Legal Entity	Mailing address	Storage location
Singapore	BYD (SINGAPORE) PTE. LTD.	47 Jalan Pemimpin #03-04, Halcyon 2, Singapore 577200, bydservice.sg@byd.com denzaservice.sg@byd.com	Singapore
Brunei	BYD (SINGAPORE) PTE. LTD.	47 Jalan Pemimpin #03-04, Halcyon 2, Singapore 577200 bydservice.sg@byd.com	Singapore
Cambodia	HUAN YA HE ZHONG(CAMBODIA)TRADING CO., LTD.	47 Jalan Pemimpin #03-04, Halcyon 2, Singapore 577200 asia.auto@byd.com	Singapore
Laos	MOK CO., LTD	Unit 29, Phonphanao Village, Kaysone Phomvihane Avenue,Xaysetha District, Vientiane Capital Laos PDR asia.auto@byd.com	Singapore
Pakistan	BYD (SINGAPORE) PTE. LTD.	47 Jalan Pemimpin #03-04, Halcyon 2, Singapore 577200 asia.auto@byd.com	Singapore
Bangladesh	BYD (SINGAPORE) PTE. LTD.	47 Jalan Pemimpin #03-04, Halcyon 2, Singapore 577200	Singapore

		asia.auto@byd.com	
Nepal	Cimex Inc Pvt Ltd	Gairidhara- 2,Kathmandu,Nepal asia.auto@byd.com	Singapore
Thailand	BYD AUTO (THAILAND) CO., LTD.	Interchange 21 building 22nd fl. room no.2211, 399 Sukhumvit Rd, Khlong Toei Nuea, Watthana,Bangkok 10110 bydservice.th@byd.com ; denzaservice.th@byd.com	Singapore
Hong Kong, China	BYD (H.K.) Co., Ltd.	Rm.1712, Tower2, Grand Central Plaza, 138 Shatin Rural Committee Rd., Shatin. N.T., Hong Kong. bydservice.hk@byd.com ; denzaservice.hk@byd.com	Singapore
Macau, China	BYD MACAU LIMITED	澳門宋玉生廣場335-341號 獲多利中心21樓H座 bydservice.mo@byd.com ; denzaservice.mo@byd.com	Singapore
Philippines	BYD PHILIPPINES CORP.	BGC Corporate Center 30th St. corner 11th Ave., Fort Bonifacio Taguig City, Philippines 1630 bydservice.ph@byd.com	Singapore
Malaysia	BYD Malaysia SDN.BHD	Unit 1.5a, Level 1, East Lobby, Menara Sunway Annexe Jalan Lagoon Timur, Bandar Sunway, 47500 Selangor bydservice.my@byd.com ; denzaservice.my@byd.com	Singapore
Sri Lanka	BYD (SINGAPORE) PTE. LTD.	151 Lor Chuan, new tech park #04-03B lobby C Singapore 556741, auto.asia@byd.com	Singapore

Before using the services of the APP, you should carefully read the User Agreement of BYD (hereinafter referred to as "User Agreement") to make sure that you have fully understood all contents of the User Agreement, especially the terms regarding the exemption or limitation of our responsibilities, the dispute resolution and the applicable laws. The terms regarding the exemption or limitation of our responsibilities may be shown in bold font in the User Agreement. You should pay attention to such terms and read them with special care. You should carefully read and choose to accept all the contents of the User Agreement. Otherwise, you will not be able to normally use the APP. If you do not agree with any content of the User Agreement, please do not register or use the APP, and stop the registration procedure immediately, so as that you cannot normally complete the registration. If you tick "I agree to the User Agreement of BYD" and use or accept any function or service of the APP via registration procedure or any other means, you will be deemed to have completely read, understood and agreed to the User Agreement, and voluntarily accepted the constraints of all contents of the User Agreement.

According to the changes of national laws and regulations, the operation requirements or the purpose of service quality improvement, we will amend or update the User Agreement when necessary, and inform you by sending message to the APP. The contents of update are an integral part of the User Agreement and have the same legal force. You should timely read and understand the contents of relevant update. If you do not agree with the contents of relevant update, you can choose "Decline", but then you cannot continue to use the APP. If you want to continue to use the APP after you completely read, understand and agree to the contents of update, you should choose "Agree". The contents of relevant update take effect immediately upon your agreement.

If you have any problem about the User Agreement or during the use of the APP, you can contact us via our customer email (auto.asia@byd.com) or the specific Mailing Address above-mentioned. We will further interpret relevant contents as you required.

1. Content of Services

The APP is a phone APP that provides BYD car owners with online service. We will provide you relevant functions such as BYD Cloud Service in the APP. You may choose the desired functions after you understand specific service contents and use rule of each module of the APP.

As the core part of the APP, the "BYD Cloud Service" helps you realize the functions and services such as remote vehicle control and vehicle status view. The service contents that you can enjoy depend on the car model you purchased and the content of the "BYD Cloud Service" package you have ordered or been gifted. The contents, charges, features and other additional functions of the cloud service you have ordered will be detailed in the package. Please read them carefully in advance.

Please note that, given the existing technological level, we cannot promise you that the APP and its functions and services meet all your demands. To improve the novelty and practicability of the APP, you fully understand and agree that we adjust the specific service contents of the APP from time to time according to the business development needs of the APP and its functions and services.

2. Account and Passwords

You should register an account of the APP before use. When you purchase a car equipped with an on-board device of "BYD Cloud Service" or install an Internet-of-Vehicle device of "BYD Cloud Service", you may consult the local distributor or download and install the APP by yourself, and complete the account registration and service provisioning of the APP according to the interface prompts. If you do not register an account of the APP, you cannot experience and use the APP.

Before registering an account of the APP, you should meet the following conditions: (1) You have reached the legal age stipulated by the laws of your country of residence or habitual residence, and you have the legal full capacity for civil conduct; (2) You should be the owner of the BYD vehicle equipped with the BYD intelligent connection system and relevant functions. If you do not meet any of the conditions above, please do not register the account of the APP. Otherwise, you and your guardian shall bear the responsibilities and consequences arising therefrom according to laws.

When registering an account, you have to enter real email address owned and controlled by you, and tick "I agree to the User Agreement of BYD and the Privacy Statement of BYD" to submit the registration information. Then you will receive a 6-digit verification code (valid in

1 hour since the verification code is sent out) in your mailbox. You should enter the verification code on the registration page for verification, and set a login password. After the login password has been set successfully, your account is successfully created.

During the registration, you should ensure that all information and data you fill in, use and submit are your own information, and make sure that the information are real, accurate, legal and valid without omission, in line with internet morality, public order and good custom, and free of any information that violates laws, regulations, public order and good custom or any information like insult, defamation, violence and infringement of legal rights of others. After successful registration of the account and during use of the APP, you should timely update and amend your information and data (e.g., license plate, vehicle nickname, which shall be subject to the prompts on the interface of the APP). Otherwise, you should bear any responsibility and consequence arising from breaching the requirements above (including but not limited to, unable to register or use the APP, infringement of legal rights of third party) by yourself, and we reserve the rights to restrict or prohibit the use of the account or even cancel the account.

You should keep and use your account and passwords properly, and take reasonable and necessary measures to keep your account and passwords safe. If you have lost your account or password (including the operation password), you can retrieve it according to the prompts on the page via your mailbox. If you find that your account and passwords are known by others, or already or possibly used without authorization, please change your passwords immediately in the APP. If you find that your account is subject to security risk or vulnerability, please contact us immediately. We will take necessary measures to verify your identity and then actively assist you in checking risks and problems and restoring the normal use of your account. If the account and passwords of the APP are divulged due to your own reasons or are tampered, misused, illegally used, embezzled, you should bear the responsibilities and consequences arising therefrom (including but not limited to, any use or operation records generated after abnormal login to the APP system by yourself or others, and any loss arising therefrom to you or us).

If you want to delete or amend your account information or cancel your account and stop using the APP, you can go to “Personal centre-Account and security-Account cancellation” for account deregistration. Please note that, if you apply for cancelation of account,

existing data in your account will be permanently lost, the User Agreement and the function of the APP will be terminated automatically.

3. Service Provisioning

After your log into the account, and entering specific function and service interface, you should enable corresponding function and service according to the use guide and operation rules, and pay attention to and agree that:

1) Some functions and services may not be enabled immediately on the date of provisioning due to objective reasons such as system settings and security protection requirements (e.g., if your free trial of "BYD Cloud Service" expires, it will be provisioned again in 24 hours after you have paid corresponding charges); and you should wait with patience according to the prompt on corresponding interface;

2) The functions and services of the APP are only available to car owners; you must ensure that you are the car owner and the account registration entity before enabling relevant functions; otherwise, you cannot enable such functions and services;

3) Some functions and services may involve separate user agreements, privacy statements and some special rules, use conditions or permission settings; you should confirm, agree to and obey them, respectively; otherwise, you cannot normally enable such functions and services;

4) If you unbind or deregistration your registered account with your BYD car, you cannot continue to use all functions and services of the APP;

5) If your car ownership changes, or if you are the owner of a second-hand BYD car, you must negotiate with the new car owner or the original owner of the second-hand BYD car to synchronously change the APP account and passwords bound with the BYD car; for this, you can contact the local distributor or consult the customer service hotline.

4. Relevant Charges

We provide free experience of "BYD Cloud Service" for cars equipped with on-board device of "BYD Cloud Service" (the free experience period is subject to the specific gift information when you purchase the car from local distributor). The free experience period of "BYD Cloud Service" is calculated from the First Delivery Date of the car ["First Delivery Date" means the date of a new car to be delivered to the new car owner]; and it will not be recalculated in case of ownership transfer (e.g., second-hand car transaction). Within or at the end of the free experience period, you can contact local distributor or consult the customer service hotline to purchase the right to continue to use the "BYD Cloud Service". During the use of the APP, you should bear the costs related to network services on your own (e.g., telephone bill and internet access fee paid for access to the Internet, phone data traffic fee paid for use of the phone APP, etc.)

If you want to suspend or terminate the use of "BYD Cloud Service", we will handle the service termination procedure according to actual situations. You should bear the handling charges arising from refund, which will be deducted directly from the refund; and we are exempted from the payment of interest generated by the refund. Please note that, the free trial package of "BYD Cloud Service" is not in the scope of refund.

5. Change, Interruption or Termination of Services

We will continuously promote the service quality to improve the user experience. You understand and agree that, we may update, add or delete some functions and services of the APP, or may suspend or completely terminate the APP or some of its functions and services. For changes, termination or interruption of the APP functions and services, we will inform you before the changes, interruption or termination by means of, including but not limited to, email or notice in the APP (we bear no responsibility if the notices are not delivered due to your or third-party's reasons). Please check the notices in time. If you do not give a written objection within three days since the sending date of such notices, you will be deemed to have agreed to such changes.

In addition to the terms above, in any of the following cases, you will not enjoy all or part of the services in the APP:

1) Personal information and relevant data you submitted are not real and accurate, or you have other conducts against the terms above.

2) You have violated the User Agreement or the user agreement, user notes, use rule and other agreements of specific functions or services.

3) Your personal conducts have affected our normal business operation and service output (e.g., remove relevant devices on vehicle without permission, etc.)

4) You fail to upgrade or update some functions or services to the latest versions according to the prompts on the page, and the operation of old version has stopped.

5) Other circumstances in which all or part of the functions and service of the APP cannot be used or can be terminated due to your reasons.

When some functions or services of the APP exceed the valid service period you purchased or enjoyed, we have the rights to stop your rights of using corresponding functions or services. If you want to enjoy such services again, please contact the local distributor or consult the customer service hotline.

6. Use Rules and Limitation of Liability

Once your account is provisioned for the APP, it will be deemed as the provisioning behaviour by yourself. If you do not meet the conditions of the User Agreement or the provisioning conditions of specific functions and services of the APP but have registered the APP account and enabled relevant services, you should bear all liabilities and consequences arising therefrom by yourself.

To maintain a health and positive network environment, if you have violated any laws, regulations and user agreements during use of the APP and you have agreed to relevant documents of the APP, we have the right to ask you to rectify or directly take all necessary measures (including but not limited to, suspend or terminate all or part of the functions of

your APP), in order to mitigate the influence caused by your improper conducts. If you cause any loss to us or third party, you should be responsible for the compensation to the loss(es) and/or damage(s) incurred by us or such third party.

Please note that, the "BYD Cloud Service" is only a driving assist function; we suggest you to carry your intelligent key always with you! The information and data related to the real-time operation conditions of your car and provided of the APP are formed by identification, integration and analysis of the data transmitted via the electronic control unit (ECU) of your car. If your car is not equipped with the "sensor" of corresponding function or has other software and hardware faults, we cannot provide you the functions and services aforementioned. We are not responsible for the errors of information and data aforementioned due to ECU and other fault that are not caused by us. When the information and data related to the real-time operation conditions of your car are displayed as "abnormal" in the APP, you should pay attention and go to the car maintenance and service organisation to check and eliminate the faults and problems of the car.

Please note that, some functions and services of the APP can only be used when the on-board terminal (in-body or intelligent network system) and the phone terminal (the APP) are both connected to network, so your on-board terminal will be bound with a network service provider number, in order to successfully realize relevant networked functions and services of the APP. Please note that, the APP does not provide the service to choose the network service provider number; the network service provider number you received upon delivery of the car is the final number of the on-board terminal corresponding to the APP. The network service provider number may be different for different car models. You should also obey the use rules of the network service provider corresponding to the on-board terminal and the phone terminal (the APP) during the use of the APP. If you violate the rules of the phone terminal or the on-board terminal, your phone terminal or on-board terminal fails, you fail to renew the data traffic fee in time, or for other reasons not caused by us, you may not continue to use relevant functions and services in the APP, and you have to bear corresponding responsibilities and consequences by yourself.

To improve the functionality, security, operation efficiency and alike of the APP, we will issue the update packages of relevant functions and services from time to time, and you can agree to install such upgrades. You should pay attention to the upgrade information on BYD website and/or the APP interface, however, we do not promise that the APP system can

withstand any form of hostile attack. Please note that, the service package and follow-up changes of the APP will be published on relevant official channels of BYD. We will publish the latest statements, notices and warnings by means of, including but not limited to, web notice, email, etc. Relevant statements, notices and warnings are all deemed to be the part of the User Agreement. If you disagree, you can apply for termination of the use of the APP. If you continue to use the APP, you are deemed to have agreed to the contents of the statements, notices and warnings. Meanwhile, you understand and agree that, after the update or upgrade of the APP, you cannot reinstall any version other than the latest version.

For the safety of your account and car, you should not transfer or lend your account and password information to others. If you transfer or lend your account and password information to others, or your account has been embezzled or misused, your privacy is divulged (e.g., remotely lock, unlock the vehicle, etc.), your car or property is stolen or alike due to improper management, we shall not be held responsible. If your account and passwords are illegally used by others due to hacking or improper keeping, please inform us immediately. We will assist you in disabling or restoring the account; however, we are not responsible for such embezzling and misuse at any time.

If you fail to contact us within the free trial period or the service renew period of charged functions and services (e.g., "BYD Cloud Service") of the APP, the car will continue to use the ownership information that is already registered in the system and send relevant service information to the mailbox of the registered owner. In addition, when you sell, lease a car that has already registered the APP account, please proactively contact us to change or cancel the account information, otherwise, you may continue to bear the charges of relevant functions and services of the car. In such case, you are not entitled to refuse to pay the charges on the grounds that the car is sold or leased, etc. Provided that you buy a second-hand car, please also proactively contact us to change or cancel the account information and pay for the charges (if any), or otherwise the car will continue to use the ownership information that is already registered in the system and send relevant service information to the mailbox of the registered owner and you may not use the functions and services(e.g., "BYD Cloud Service") of the APP.

During the process of driving, you should use the APP carefully, in order to avoid affecting the driving safety due to distraction. If some functions and services can only be used when

the car is stationary, you should not use such functions and services during the process of driving; otherwise, you should bear all consequences arising therefrom.

We are independent from third-party service providers (including but not limited to, network service provider, etc.) If you have any dispute with any third party, you should negotiate with the third party to solve the dispute independently; and we bear no responsibility for this at any time.

You agree that, unless otherwise stipulated by laws and regulations, we are not responsible for the quality defects of the following products or services we provide and any loss arising therefrom:

- 1) Services we provide you free of charge;
- 2) Any product or service we give you as a gift.

You understand and agree that, the APP and its functions and services are provided to you in "status quo" under the existing technological conditions. Within the scope of laws, we will try our best to guarantee the normal operation of the APP; however, we cannot foresee and prevent the technological risks, legal risks as well as other risks and abnormalities at all times. All or part of the functions and services of the APP may not be used normally, or the service quality of the APP may be affected, due to the following conditions that we cannot foresee, prevent or control. Unless otherwise expressly stipulated by laws and regulations, we are not responsible for the following conditions, including but not limited to:

- a) Service unavailable due to maintenance of system or corresponding functions and services;
- b) Data transmission failure, wireless communication network failure, network congestion due to the fault of telecommunication equipment;

c) Weather, mountain, high-rise building, tunnel, design and structure of electrical system of your car, damage of important component of your car, policy change of service provider, traffic accident, etc.;

d) Force majeure such as typhoon, earthquake, tsunami, flood, war, terrorist attack, epidemic situation, natural disaster, network failure, system/application malfunction, upgrade and maintenance, etc.;

e) Hacking, technical adjustment or fault of telecommunication, website upgrade, banking issues, etc.;

f) Governmental actions, riot, strike, municipal power outage, utility damage, etc.;

g) Use of copycat APP that is unofficially published and carries viruses or Trojans;

h) Third-party service provider or your own reasons;

i) Property loss, car damage, car theft, personal injury and other losses possibly caused due to use of functions and services related with remote control when you are not in the vicinity of the car or the car is unattended.

When you fill in, log in and use the account information and use the APP, you should abide by the laws, regulations, citizen's legal rights and interests, public order, social morality and customs, the authenticity of information and other baselines and principles, and you should not:

1) Beautify, propagandize or dilute violence, war, terrorism or extremist political organisations;

2) Endanger national security or sovereignty, friendly relations between countries or public order, or incite illegal acts/crimes, or obstruct the investigation of illegal acts/crimes, or insult other countries or regions;

3) Spread rumors, disrupt social order, and undermine social stability;

4) Spread harassment, blasphemy, privacy infringement, pornography, money laundering, gambling, violence, murder, terror or subornation information;

5) Act in the name of others without authorization, insult or slander others, defame others, infringe the legal rights and interests of others;

6) Harm juvenile in any way;

7) Infringe trademark, patent, copyright, property right or general personality right;

8) Fraud or misguide the receiver regarding the origin of information, or transmit serious salacious or threatening information;

9) Contain software virus aiming at interrupting, destroying or limiting network devices or other illegal and harmful computer program codes and files;

10) Contain other contents prohibited by laws and regulations.

If you violate the rules above, we have the right to take restriction measures such as ask you to rectify within a time limit, and suspend the use of all or part of the functions and services of the APP. If you are found to have logged in, used, filled in the account name, personal information and other data in the name of associated organization or public figure

without authorization, we have the right to cancel the use of the account in the APP and report it to relevant administration.

You understand and agree that, you are fully responsible for the risks, bad consequences and liabilities caused by your improper use of the APP and its functions and services. For any service demand you propose to us during the use of the APP, we will respond and handle it as soon as possible after we have taken necessary measures to verify your identity. Hence, you understand that we will take a responsible time to respond to your demand, and the actions we take may not avoid or prevent the formation or escalation of the consequences of damage. Except for our fault, BYD is exempted from the liabilities for the consequences and losses (including but not limited to your losses) that are already formed before the actions are taken.

7. Information Collection and Privacy Protection

We value the importance to the protection of your personal data and privacy. For details, please refer to Privacy Statement of BYD.

We will take reasonable and appropriate measures to protect your personal information from loss, misuse, unauthorized access, disclosure, alteration and destruction. However, please note that no security measures can be 100% secure and perfect, and in the unfortunate event that a personal information security incident occurs, we will report it promptly and take remedial measures in accordance with the requirements of the law and regulatory authorities. It should be noted that the network link and data transmitted between yourself and this website are neither completely safe nor confidential, and it is possible that information and data you send to the APP could be intercepted by others. BYD is unable to guarantee the security and confidentiality of the network link and data transmitted between yourself and APP.

8. Data Subject Request Limitations

Users in the countries we operate, you are entitled by local data privacy regulations to request their data from within the application. However, since these data subject requests incur a non-zero processing cost, users are required to moderate the frequency of requests. Intentionally exceeding reasonable limits can have both financial and availability

impacts on the service and affect other users. Such behavior will not be tolerated and will be considered to be a form of abusive behavior.

9. Intellectual Property Rights

You are not entitled to the copyrights of works derived from the APP and its functions and services; you have not rights to spread, perform and present this content, or add it to other forms of works, media or technologies;

Intellectual property rights such as patent rights, copyrights, trademark rights and trade secrets related to the APP, as well as the information related with the APP (e.g., information presented in text, picture, graph, audio, video or other forms), are all under the protection of intellectual property laws and regulations, such as the patent Law, copyright law, trademark law and anti-unfair competition law of People's Republic of China, and relevant international treaties. All rights of the APP and any relevant third-party software (e.g., phone application program) belong to the copyright holder of corresponding software or the entity expressly authorised by the copyright holder of the software. You can only consult and use the software for the purpose of realizing the functions and services of the APP. Without the written permission of the copyright holder of software, you cannot reverse engineer, decompile or disassemble the software, publish it on any website or spread it to others in any way, or directly or indirectly release, spread, duplicate or use it for any commercial purpose in any way. In case of violation, you will bear corresponding consequences and liabilities by yourself.

You should respect our and third party's intellectual property rights and other legal rights, and promise to protect us and relevant third party from the influence or loss caused by infringement of the rights aforesaid. When you infringe our legal rights, we have the rights to terminate the services without any refund; and we reserve the rights to claim and lawsuit against you for you violation of the agreement aforesaid.

10. Liquidated Damages

We try our best to guarantee and safeguard your rights and interests; however, neither you nor we shall be compensated for the following causes: (1) punitive liquidated damages; (2) consequential damage, collateral damage or special damage; (3) counsel fee.

Unless otherwise stipulated by laws and regulations, the maximum liability amount we pay you on any ground should not exceed the amount of service charges we collected from you within the service period when such losses occur.

11. Notice Delivery

We can send any written notice that is to be delivered to the user as required by the User Agreement by notice in the APP, email or other means; and the notice is deemed to have been delivered to the receiver since the date of sending.

Your notice to us should be sent via the contact information such as our officially published communication address and email address.

You should make sure that the contact information (e.g., your phone number, mailbox, etc.) you filled in or submitted to us or third-party service providers are your true, valid and accurate contact information. If you cannot normally receive notices and messages we send out regarding the specific functions and services of the APP due to the fact that the contact information is not yours or the contact information is not true, accurate or valid, or due to the fact that your contact information is not updated in time, you should bear corresponding consequences and responsibilities arising therefrom.

12. Jurisdiction and Applicable Laws

The conclusion, implementation, interpretation and dispute settlement relating to the account and the User Agreement of the APP or any other dispute connected therewith the User Agreement are governed by the applicable laws and regulations in the country and region where the place of residence of BYD Entity, and the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable. If you are a personal consumer, this should not hinder the applicability of restriction on the binding regulations chosen by laws, especially the applicability of legislation having binding force in the consumer's habitual residence country, for example, the consumer protection law.

Any dispute between you and BYD regarding the contents of the User Agreement or its implementation shall be settled through friendly negotiation as far as possible; if the negotiation fails, you can file a lawsuit to competent court as the rules below:

1) If you are a businessman, a legal person as defined in accordance with the applicable law and regulations in the country and region where you purchase your car, the exclusive jurisdiction to all claims related to this User Agreement shall be the competent court having jurisdiction over the location of BYD Entity.

2) If you are a personal consumer, BYD can only file a lawsuit to competent court of your place of residence or habitual residence; on the other hand, you can (i) file a lawsuit to any competent court of your place of residence or habitual residence which has been legally authorized the jurisdiction, or (ii) file a lawsuit to the competent court having jurisdiction over the location of BYD Entity.

13. Miscellaneous

If any term and condition of the User Agreement are ruled as partially or completely invalid or unenforceable for any reason, the remaining terms and conditions shall remain valid and binding.

Please note that, when you use the subroutines, functions or services contained in the APP, you should agree and obey the user agreements, user notes, privacy statements or other user instructions of corresponding subroutines, functions or services, in addition to the User Agreement of BYD and the Privacy Statement of BYD .

You commit to tell the contents of the User Agreement as well as public information on relevant websites and relevant notice information of the APP to your passengers, driver or any person who uses your car or your BYD account and relevant functions or services of the APP, and urge such person to agree to enjoy and fulfill the same rights and obligations as yours (except for some functions and services that can only be used by yourself).

We may change the entity that provides you with software service according to the business adjustment, and timely inform you such change by the means agreed in the User Agreement. The entity after change will provide services to you and jointly perform the User Agreement with you; and the change will not affect your rights and interests under the User Agreement. In case of dispute, you can determine the entity performing the agreement with you and the counterparty of dispute, according to the specific service you use and the object of specific acts that affect your rights and interests.

[Special Note] If you have completely read and understood all contents of the User Agreement, after you click "Agree" and submit your registration information, the User Agreement will take effect immediately and have binding force on you and us.