

KIA CONNECT

TERMS OF USE

Last updated: 24 October 2023

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1. SCOPE OF THESE TERMS OF USE, CONTRACTING PARTIES

1.1.

Contracting parties

These terms of use ("Terms of Use") apply to the use of the Kia Connect app ("Kia Connect App") and/or the use of Kia Connect via the car's head unit ("Head Unit"), which provide you with the opportunity to use certain Kia Connect services ("Services") and Kia Connect upgrades ("Upgrades").

The Services and Upgrades are provided by Kia Connect GmbH, registered under the registration number HRB 112541, Theodor-Heuss-Allee 11, 60486 Frankfurt am Main, email: info@kia-connect.eu ("Kia"; "we"; "us"; "our"), to the user of the Services ("User" or "you").

1.2.

Scope of these Terms of Use

The purchase agreement for the vehicle and the agreement concerning the provision of the Services in accordance with the Terms of Use are legally separate business transactions and agreements. The performance of one of the agreements shall have no implications on the respective other agreement. In certain circumstances, this may result in the User fulfilling the purchase agreement on the vehicle without being able to use the Services. In the opposite case, e.g. in the case of reverse transaction ("*Rückabwicklung*") of the purchase agreement for the vehicle, the agreement for the provision of the Services for the vehicle concerned may be terminated according to section 10.4.

1.3.

The use of the Services via the Kia Connect App requires internet access or other telecommunications services (see also section 3 on prerequisites for the use of the Services). These Terms of Use do not apply to the telecommunications services required to use the Services via the Kia Connect App. These are subject to a separate agreement (including charges) with the provider of your telecommunications services.

2. CONTACT DETAILS

2.1.

Contact with Kia Connect GmbH

If you have any questions about or in connection with these Terms of Use or the Services, you may contact us at:
Kia Connect GmbH

Email: info@kia-connect.eu

Ordinary mail: Theodor-Heuss-Allee 11, 60486 Frankfurt am Main

Phone number: +49 800 5330012

2.2.

Contact for customer support

For customer support, please visit our contact form: <https://connect.kia.com/eu/customer-support/contact-form/>

2.3.

Data protection inquiries

For contact details for data protection inquiries and information regarding the personal data collected and processed in connection with the Services, please refer to our Kia Connect Privacy Notice that you can download under <https://connect.kia.com/eu/downloads>.

3. USE OF THE SERVICES AND PREREQUISITES

3.1.

Kia Connect-enabled vehicle

Use of the Kia Connect services requires that your vehicle's Head Unit is Kia Connect-enabled, i.e. technically capable of connecting to the Kia Connect back-end. This depends on the model, model year and trim line of your vehicle. You can find out whether your vehicle is Kia Connect-enabled by accessing the following webpage:

<https://owners.kia.com/content/owners/en/uvo-availability.htm>.

3.2.

Kia Connect App and Head Unit

You may use the Services via the Kia Connect App and/or the Head Unit, depending on the Service: Services listed in section 4.2.1 ("Kia Connect App") can only be used in conjunction with the Kia Connect App; Services listed in sections 4.2.2 ("In-car Services") and 4.2.3 ("OTA Updates") can be used via the Head Unit. Usage of the Kia Connect App requires a Kia Account and you may have to connect the Kia Connect App with one or more Kia vehicles. To use the Services via the Head Unit, you do not need to sign up and do not need a Kia Account.

3.3.

Internet connection

Use of the Services requires that the vehicle and – in case of Services interacting with the Kia Connect App – also the mobile device running the Kia Connect App have unrestricted access to the internet. Furthermore, the Services

can only be used if the vehicle's Head Unit is in a "connection ready"-state. This is generally the case, unless the vehicle has been switched off (ignition off) continuously for more than seven days. If the vehicle has been switched off continuously for more than seven days, a "hard reset" is required to return to the "connection ready"-state and to re-enable the Services. To do this yourself, it is sufficient to hold the reset button in the Head Unit for five seconds using a pen while the vehicle is switched on.

3.4.

Compatible mobile device

The use of the Kia Connect App (cf. section 4.2.1) requires the use of a compatible mobile device. At the time of publication of these Terms of Use, the Kia Connect App is available for the Android (minimum version: Android 5.0) and iOS (minimum version: iOS 13) platforms. Future updates of the Kia Connect App may require newer versions of the respective platforms.

3.5.

Availability of compatible mobile communication networks

The mobile communications hardware and the corresponding SIM embedded in your vehicle's Head Unit are only compatible with certain 4G/LTE frequencies. The availability of compatible 4G/LTE networks and of compatible frequencies depends on external service providers and varies between different geographical regions. In some areas, no compatible 4G/LTE frequencies are available. In this case, the Head Unit will fall back on 2G or 3G networks (where available) in order to provide the Services. In this case, service provision may be less responsive or interrupted due to the lower data bandwidth of the network. The Services cannot be used in areas where no compatible mobile communication network is available.

Kia is not responsible for any reduced responsiveness or interruption of the Services caused by the unavailability of compatible network connections.

3.6.

Reachability of compatible mobile communication networks

Even where a compatible mobile communication network is generally available, performance and availability of the Services require that the respective network can be reached by the Head Unit. This depends on the signal quality at the current location of the vehicle. Where the signal quality is too low, the Services may be degraded or interrupted. This can in particular be the case (i) in tunnels (ii) in mountainous terrain or dense forests, (iii) on roads along cliff edges, (iv) in densely built-up areas, (v) on motorways or roads in subways (vi) inside buildings.

Kia is not responsible for any reduced responsiveness or interruption of the Services caused by insufficient signal quality.

4. SERVICES

The Kia Connect App and the Head Unit enable access to the Services which are described in more detail below.

4.1.

General Information on Kia Connect

4.1.1.

Language of the Services

The language of the Services in the vehicle depends on the user interface language of the Head Unit; the Kia Connect App is available in the following languages: Czech, Danish, Dutch, English, Finnish, French, German, Greek, Hungarian, Italian, Norwegian, Polish, Portuguese, Romanian, Slovak, Spanish and Swedish.

4.1.2.

Sharing of the vehicle

Each Kia Connect-enabled vehicle can be linked to one or more Kia Connect accounts. The first user to link their Kia Connect account to a given vehicle is the Main User. Additional users can link their respective Kia Connect account to the same vehicle, either by invitation of the Main User or upon their request to the Main User; these additional users are referred to as Shared User(s).

4.2.

The Services that are available to you may differ depending on your vehicle model, construction date, trim line and the version of the Kia Connect App you use on your mobile device. For further information please contact us using the contact details provided in section 2 above.

4.2.1.

Kia Connect App

4.2.1.1.

Remote Control and Supervision

4.2.1.1.1.

Remote Climate Control: The Service enables you to remotely control and schedule the air conditioning of your electric vehicle including defrost functions via the Kia Connect App. Availability depends on the model, model year and trim line.

4.2.1.1.2.

Remote Charging (electric and plug-in hybrid vehicles only): The Service enables you to remotely initiate and stop the charging of an electric and plug-in hybrid vehicle's battery and to schedule the charging via the Kia Connect App.

4.2.1.1.3.

Remote Door Control

This Service enables you to remotely lock/unlock the vehicle's doors via certain user interfaces. To ensure safety and security when using this Service, the Service will check several pre-conditions. This Service may help in situations in which you cannot remember whether you locked the vehicle correctly by allowing you to perform this action remotely. Attention: Do not close the vehicle using the remote door control function while the key fob is inside. Under certain circumstances it may be impossible to open the vehicle door remotely while the key fob is inside.

4.2.1.1.4.

Remote Vehicle Configuration, Profile Backup and Restore: This Service enables you to check and change vehicle settings on the Kia Connect App. You can back up settings information and restore it to your vehicle.

4.2.1.1.5.

Remote Heated and Ventilated Seats (electric vehicles only): The Service enables you to remotely control the heating and ventilation for the front and rear seats of your electric vehicle, provided that the vehicle is fitted with heated and ventilated seats at the respective seating position.

4.2.1.1.6.

Remote Window Control: This Service enables you to remotely open and close the windows of your vehicle.

4.2.1.1.7.

Remote Hazard Light Control: This Service enables you to remotely turn off the hazard lights. Availability depends on the model, model year and trim line.

4.2.1.1.8.

Remote Charging Door Control: This Service enables you to remotely open and close the charging door of your vehicle.

4.2.1.1.9.

Remote Frunk: This Service enables you to remotely open the vehicle's frunk via the Kia Connect App. Availability depends on the model, model year and trim line.

4.2.1.1.10.

Remote Battery Conditioning: This Service enables you to remotely initiate and stop the conditioning of an electric vehicle's battery via the Kia Connect App. Availability depends on the model, model year and trim line.

4.2.1.1.11.

Remote Light: This Service enables you to activate the flashing of the hazard lights for a short period via the Kia Connect App. Availability depends on the model, model year and trim line.

4.2.1.1.12.

Remote Horn and Light: This Service enables you to activate the flashing of the hazard lights and horn signal for a short period via the Kia Connect App. Availability depends on the model, model year and trim line.

4.2.1.2.

Remote Geolocation Services

4.2.1.2.1.

Send POI to Car: this Service enables you to send a point of interest (POI) to the vehicle's navigation system and immediately use the POI (e.g. as destination for route planning) once the vehicle's ignition is turned on.

4.2.1.2.2.

Find my Car and First Mile Navigation: This Service enables you to locate the vehicle and navigate to it using your smartphone. The vehicle's location will be displayed in the Kia Connect App.

4.2.1.2.3.

My Trips: This Service provides a summary (for the last 90 days) of every journey with date and time, average and maximum speed, distance driven and travel time.

4.2.1.2.4.

Last Mile Navigation: This Service enables you to continue navigating to your final destination using your smartphone after parking your vehicle.

4.2.1.3.

Vehicle Information

4.2.1.3.1.

Vehicle Status: This Service presents you with the following vehicle information in the Kia Connect App:

- Door status
- Charging door status
- Boot/bonnet status
- Climate status
- State of charge of battery, charging plug status, charging status (electric vehicles only)
- Fuel level (fuel/hybrid vehicles only)
- Seat heating and ventilation status
- Windows status

- Sunroof status
- 12V battery status
- Lights status

4.2.1.3.2.

Vehicle Report: You receive a report in the Kia Connect App that includes vehicle diagnostic information and information on driving patterns (number of vehicle starts, driving distance and driving time/idle time). This keeps you informed about issues that require maintenance or repairs as well as providing information on the severity of the issue, the urgency of repairs/maintenance and the recommended actions.

4.2.1.3.3.

Vehicle Diagnostic: Provision of an automated diagnostic service. Upon turning on the ignition, the vehicle automatically performs a diagnostic scan (Diagnostics Trouble Code (DTC)). If a malfunction is detected, you receive a message explaining the malfunction, its severity and the recommended action to be taken.

4.2.1.3.4.

Energy consumption (electric vehicles only): You can visualise current and average energy consumption, driving distance and energy recuperation information in the Kia Connect App.

4.2.1.4.

Alerts and Security

4.2.1.4.1.

Vehicle Alert: Whenever any of the vehicle's windows are open while the ignition is off, a notification message will be displayed in the Kia Connect App.

4.2.1.4.2.

Burglar Alarm (only for vehicles that are equipped with a burglar alarm system): Whenever the burglar alarm sounds, a notification message will be displayed in the Kia Connect App.

4.2.1.4.3.

Battery Discharge Alarm: Whenever the state of charge of the 12V battery drops below a certain level, a notification message will be displayed in the Kia Connect App.

4.2.1.4.4.

Rear Passenger Alarm: Whenever movement is detected on the rear seat and the vehicle is in the parking gear, a notification message will be displayed in the Kia Connect App.

4.2.1.4.5.

Vehicle Idle Alarm: Whenever the vehicle is in the parking gear while the engine is running and a door is opened, a notification message will be displayed in the Kia Connect App

4.2.1.4.6.

High-Voltage Battery Monitoring Warning System (electric vehicles only): The status of the high-voltage battery is monitored; whenever a malfunction is detected, a notification message will be displayed in the Kia Connect App and the Head Unit.

4.2.1.5.

Remote Usage Monitoring

The Services described in this section become relevant when the vehicle is driven by another person. Each time this Service shall be used, Remote Usage Monitoring must be explicitly activated in the Head Unit.

4.2.1.5.1.

Valet Parking Mode: When this function is activated in the Head Unit and the vehicle is being driven by another person, you can monitor the vehicle location, the time the ignition was turned off last, the driving time, driving distance and top speed in the Kia Connect App.

4.2.1.5.2.

Valet Alert: This Service enables you to receive notifications in the Kia Connect App if your vehicle travels beyond the selected distance limit, speed limit and idle time limit you have predefined in the Kia Connect App. The permitted travel distance refers to the vehicle's distance from the location where the alert was activated.

4.2.1.5.3.

Geofence Alert: This Service enables you to receive notifications in the Kia Connect App if your vehicle exits an allowed area or enters a restricted area. You can set the boundaries for allowed areas and restricted areas from the Kia Connect App.

4.2.1.5.4.

Speed Alert: This Service enables you to receive notifications in the Kia Connect App if your vehicle exceeds the speed limit you have predefined in the Kia Connect App.

4.2.1.5.5.

Time Fencing Alert: This Service enables you to receive notifications in the Kia Connect App if your vehicle is driven outside of the time windows you have predefined in the Kia Connect App.

4.2.1.5.6.

Idle Alert: This Service enables you to receive notifications in the Kia Connect App if your vehicle is driven beyond the idle time limit you have predefined in the Kia Connect App.

4.2.1.6.

Preferred Dealer Information

This Service allows you to synchronize the "Preferred Dealer" information between the MyKia website and the MyKia app (if available in your country) on the one hand and the Kia Connect App on the other hand. Synchronisation is optional; you must enable it if desired. If you choose not to synchronise the "Preferred Dealer" information, the "Preferred Dealer" feature in the Kia Connect App will still be available but the information shown may differ from the information in MyKia.

4.2.1.7.

Digital Key

This Service allows you to use your smartphone to carry out services such as locking and unlocking your vehicle, activating the vehicle's climate control or starting the vehicle (only possible from inside the vehicle) using the built-in ultra-wideband ("UWB") functionality and the built-in near-field-communication (NFC) functionality of your smartphone. It allows you to share and manage your Digital Key with up to three additional devices, e.g. those belonging to family and friends. Please note that when using this Service, data is exchanged between the mobile smart device and the vehicle using the UWB or NFC functionalities. This data is not transmitted to us. The availability of this Service depends on the model, model year and trim line of your vehicle and on the smartphone model that you use. For more compatibility information, please see the information for this Service in the Kia Connect App or on the Kia Connect website.

4.2.2.

In-car Services

4.2.2.1.

Kia Connect Live services

Availability of the Kia Connect Live services at your vehicle's current position is subject to the availability of respective data to Kia. Data availability and accuracy may depend on third-party providers. For example, recent traffic incidents may not (yet) be included in the data available to Kia and therefore cannot be displayed on the map in the Head Unit. Likewise, as only some of the charging station operators publish live data about the availability status of the charge points, it may be impossible to provide this information in the Head Unit.

Kia Connect Live services include the following:

4.2.2.1.1.

Live Traffic and Online Navigation: This Service provides live traffic information for calculating routes and displaying the traffic situation. Online navigation enables you to navigate to your desired destination based on a combination of real-time and historical traffic information.

4.2.2.1.2.

EV Route Planner (only for electric vehicles and plug-in hybrid electric vehicles): When setting a navigation destination in the vehicles' built-in navigation system, this service evaluates whether reaching the destination will likely require a charging stop. If a charging stop will be required based on the vehicle's current state of charge and the estimated rate of energy consumption, the Service will automatically add one or more charging points to the proposed route as intermediate stops.

The Service will automatically adapt the proposed charging stops if the driver chooses to make an earlier charging stop, to skip a proposed charging stop or if the driving conditions result in a higher energy consumption than expected.

This Service does not need to be explicitly activated; EV Route Planner is used automatically in electric vehicles when the route is calculated using the online navigation Service (see section (i) above).

4.2.2.1.3.

Live point of interest (POI) and Online POI Search: This Service provides information on nearby points of interest based on the current position of the vehicle. In addition, this Service also allows you to actively search for nearby POIs by category.

On eligible vehicles, this Service will be enhanced by data provided through our partner 4.screen (cf. <https://www.4screen.com/>). Through the enhanced Service, you have the option to receive information on stores or restaurants (such as their location) via branded pins on the map or via the search function of the map. You can also receive special deals and offers from stores and restaurants in the proximity of your vehicle. Please note that availability of the enhanced Service depends on the model, model year and trim line of your vehicle and is in any case available only if your vehicle is equipped with the Head Unit software released in Q4 2023 or later.

4.2.2.1.4.

Weather: This Service provides local weather information based on your current location.

4.2.2.1.5.

Parking: This Service provides on- and off-street parking information based on the current position, nearby destination, nearby scrolled mark or nearby city centre.

4.2.2.1.6.

EV POI (only for electric vehicles and plug-in hybrid electric vehicles): This Service provides information on nearby charging stations including availability status based on the current position.

4.2.2.1.7.

Dealer POI: This Service provides location information of nearby Kia dealers based on the current position of the vehicle.

4.2.2.1.8.

Speed camera / danger zone alerts (if legally permissible in the country of use): This Service provides alerts in areas where accidents are particularly common and warns you about accident black spots or speed cameras.

Please note that the use of the speed camera alerts may be prohibited in certain countries. You may only use the speed camera alert where such use is allowed under applicable national law. It is your obligation as a driver to check whether using the speed camera alert is permissible at the location where you are using the vehicle.

4.2.2.1.9.

Sports league: This Service provides information on past, current and upcoming events for selected sports and leagues.

4.2.2.2.

Music Identification: When listening to the radio, this service allows you to identify the name of the song currently being played and to display a picture of the corresponding album cover. The service must be activated by clicking the "SoundHound" logo in the radio screen. Upon activation, a short audio sample will be recorded from the radio audio and sent to the SoundHound service. When identified successfully, the name of the song, the performer singing and – if available – the album cover will be displayed on the Head Unit's radio screen.

4.2.2.3.

Online Voice Recognition

This Service enables the use of spoken commands to access and control certain functions of your vehicle and to draft and send text messages via a connected mobile device. Online Voice Recognition is operated in an online (cloud) environment. Upon the activation of our Services in the Head Unit of your vehicle, Online Voice Recognition is activated as a default setting. This Service requires transfer of your personal data (i.e., voice samples) to our service provider Cerence B.V. Please see the Privacy Notice for details. You can prevent the transfer of your personal data to Cerence by deactivating the Online Voice Recognition Service in the respective settings of your Head Unit. If you deactivate the Online Voice Recognition Service, the voice recognition functionality of your vehicle may be limited or disabled.

4.2.2.4.

Personal Calendar/Navigation Synchronisation

This Service enables you to synchronise your Google Calendar or Apple Calendar on your smartphone with the integrated calendar function of the Head Unit. This allows you to see your private calendar on the Head Unit screen and to use it to set a destination. This Service is compatible with Google Calendar and Apple Calendar.

4.2.2.5.

Music Streaming

This Service allows you to enjoy your favourite music and audio (podcasts, audio books) streaming services 'over the integrated screen and speakers via the vehicles' infotainment system.

Please note that this Service does not include the subscription with the respective streaming service. You need to create an account and set up a subscription with your favourite streaming service provider separately.

The content providers compatible with this Service may vary depending on your location and the software version of your Head Unit. Please see the information on your Head Unit for compatible providers in your country.

Please also note that this Service is not activated on your Head Unit by default but instead needs to be activated via the Kia Connect Store. However, activating this Service is free and it does not need to be purchased. The Service will be available for up to three years from the start of the Kia Connect services free period, i.e. the warranty start date of your vehicle. Availability depends on the model, model year and trim line of your vehicle.

4.2.2.6.

Vehicle-related Notifications

This Service provides you with notifications relevant to the operation and maintenance of your vehicle. Notifications will be displayed in the Notification Centre on the Head Unit. This provides you with a convenient additional channel for receiving certain reminders.

Please note that absence of a notification in the Notification Centre does not mean that no action is required. E.g. ad-hoc maintenance for your vehicle may be necessary or TÜV/MOT inspections may be due even if there is no service reminder in the Notification Centre.

4.2.2.6.1.

Recall Campaign Notifications: Kia will inform you about open recall campaign(s) on your vehicle; to do so, Kia will use the Notification Centre referred to above. Recall campaign notifications may also be sent to you by other means (e.g. within the Kia Connect App, via email to your registered email address or by mailed letter).

4.2.2.6.2.

Service Reminders: Kia will send you reminders for upcoming regular maintenance dates of your Kia vehicle; to do so, Kia will use the Notification Centre referred to above.

4.2.2.6.3.

Service Action Notifications: Kia may also inform you about outstanding recommended service actions (such as software updates, part replacements with improved parts or quality checks to be carried out on certain components of your Kia vehicle). Information on Recommended Service Actions may be provided to you via the Notification Centre referred to above as well as within the Kia Connect App or via email to your registered email address.

Provision of information about outstanding recommended service actions is not a Service as defined in the Terms of Use and is subject to your prior consent.

4.2.2.6.4.

Mandatory Vehicle Inspections Reminders (such as TÜV in Germany or MOT in the UK): Kia will inform you about upcoming mandatory vehicle inspections.

For example, in the UK the reminder will be about the "Ministry of Transport" test (commonly referred to as "MOT"). Use of this service requires that you provide Kia with the correct date of the last mandatory vehicle inspection and the date the vehicle was first registered. Kia may not be held liable for the accuracy and timeliness of a reminder. It is your obligation to adhere to the mandatory inspection intervals in accordance with applicable law.

4.2.2.7.

Like button for USB music and radio: The like button for USB music and radio allows you to select and create a playlist with your favourite songs. You can like or unlike songs via the like button integrated in the music function of the infotainment system.

4.2.3.

OTA Updates

4.2.3.1.

General Information on OTA Updates

This section concerns updates to your vehicle's infotainment system and map data which are provided "over the air" (OTA), i.e. via the vehicle's built-in mobile communications hardware.

This section does not apply to updates installed via local connection or to updates provided by your Kia service partner.

4.2.3.2.

Maps and Infotainment OTA Update

4.2.3.2.1.

Overview of Maps and Infotainment OTA Update

"Maps and Infotainment OTA Update" enables:

- updates of the maps in the vehicle's navigation system ("**Maps Update**"); and/or
- updates of infotainment software or enhancements of Head Unit software ("**Infotainment Update**")

from our servers to the embedded telematics system using the "over-the-air" method.

Further information on the update process and details of the content of each Maps Update and Infotainment Update will be provided via your Head Unit.

4.2.3.2.2.

Prerequisites for the Maps and Infotainment OTA Updates

1. Maps and Infotainment OTA Update-enabling software: In order to be able to receive OTA Updates, your Kia vehicle needs to have installed the software enabling the Maps and Infotainment OTA Update functionality. Depending on your vehicle model, construction date and trim line, the OTA Update functionality may not be included in the software version installed in your vehicle. In this case, it may be necessary to install an OTA-enabling software version via local connection. However, Kia does not warrant that an OTA-enabling software version will be available for your vehicle. In case of questions, please contact us using the contact details provided in section 2).
2. Availability: Installation of an update via OTA requires that Kia has made a Maps Update and/or Infotainment Update available for OTA download and installation that fits for your vehicle. Your Head Unit will regularly check whether a new Maps Update and/or Infotainment Update are available. OTA Updates may be released in waves, so not all vehicles will receive the update at the same time, even where model and trim are identical.
3. Conditions for free-of-charge Infotainment OTA Updates: If you are the first owner of a new Kia vehicle with the model year 2022 which is compatible with the "Maps and Infotainment OTA Update" and was sold from May 2021 onwards, you will be entitled to two consecutive Maps and Infotainment OTA Updates free of charge ("**Free-of-Charge Infotainment OTA Updates**").

Once you have used the Free-of-Charge Infotainment OTA Updates, further Maps Updates and/or Infotainment Updates will be made available in line with legal requirements. However, Kia does not make any warranty or representation with regard to the number of updates that will be available or the point in time when an update will be made available. Such further updates (if any) will only be available (i) for manual download from <https://update.kia.com/EU/E1/Main> or (ii) at the dealership. For the avoidance of doubt, these Maps Updates and/or Infotainment Updates from the web page and at the dealership are not offered to you via the "over-the-air" method. Even where the update file itself is made available free of charge, your dealership may charge for the labour involved in applying the update; in case of download from the website, you will have to bear the cost of your communication provider for downloading the update file.

4.2.3.3.

Vehicle System OTA Update

4.2.3.3.1.

Overview of Vehicle System OTA Update

"Vehicle System OTA Update" enables the embedded software of certain control units of the vehicle to be updated with newer versions of the software or with updated parameters from our servers using the "over-the-air" method. Further information on the update process and details of the content of each Vehicle System OTA Update will be provided via your Head Unit or – if the update will be made in order to carry out the contract for the purchase of an Upgrade (see Section 5) – in the course of the purchase process in the Kia Connect App.

4.2.3.3.2.

Prerequisites for the Vehicle System OTA Update

1. Vehicle System OTA Update-enabling software

In order to be able to receive Vehicle System OTA Updates, the software enabling the Vehicle System OTA Update functionality needs to be installed in your Kia vehicle. Depending on your vehicle model, construction date and trim line, Vehicle System OTA Update may not be available for your vehicle. Kia does not warrant that a Vehicle System OTA-enabling software version will be available for your vehicle. In case of questions, please contact us using the contact details provided in section 2).

2. Availability, purchase (if applicable)

Update installations via OTA require Kia to have made a Vehicle System OTA Update available for OTA download which is compatible for installation in your vehicle. Certain Vehicle System OTA Updates may

enable additional features for you to use with your vehicle. Such additional features ("Upgrades") may be made available by Kia for purchase via the Kia Connect App. In this case, installation of the respective Vehicle System OTA Update will be possible only after conclusion of a respective purchase contract with Kia and payment of the applicable purchase price. Please see Section 5 for details on Upgrades and the purchase thereof.

4.3.

Information on processing of location data for Service provision

The following Services require the collection and processing of location data (GPS data): Home menu map and search bar, Kia Connect live services, Online Voice Recognition, Personal Calendar/Navigation Synchronisation, Notification Centre, Recall Campaigns Notifications and Service Reminders, Map and Infotainment OTA Updates, Remote Climate Control (electric vehicles only), Remote Charging, Remote Door Control, Send POI to Car, Find my Car, My Trips, Vehicle Status, Vehicle Report, Vehicle Diagnostic, Vehicle Alert and Burglar Alarm.

Without the collection and processing of location data, the respective Service(s) cannot be provided/used.

4.4.

Disabling the Services

You can turn off the Services by deactivating

- Services via your Head Unit; and/or
- Services and/or Maps and Infotainment OTA Updates via the Kia Connect App

5. UPGRADES; KIA CONNECT STORE

5.1.

Overview

Kia may offer certain additional "Upgrades" for purchase via the Kia Connect App.

5.1.1.

Prerequisites for the availability of Upgrades

Availability of the individual Upgrades depends on your vehicle model, construction date and trim line. Generally, the "Upgrades"-functionality requires that the vehicle is capable of receiving and installing Vehicle System OTA Updates (cf. Section 4.2.3.3) and is equipped with the most recent software version of the infotainment system.

5.1.2.

Connection between Upgrade and vehicle; beneficiary of Upgrades

The Upgrades are purchased for a specific vehicle, i.e. each purchased Upgrade is linked to a specific vehicle as identified by its unique Vehicle Identification Number (VIN). This means that Upgrades can be sold with your vehicle for use by subsequent owners, subject to the conditions set out herein; see in particular Section 5.4.

As the purchased Upgrades are linked to a specific vehicle, the ultimate beneficiary of an Upgrade is the owner of the vehicle. In case of a sale of the vehicle, the owner of the vehicle will benefit from the increased value of the vehicle due to the Upgrades. Please bear this in mind when purchasing Upgrades for a vehicle of which you are not the owner.

5.1.3.

Obligations of the user purchasing an Upgrade in relation to the vehicle's owner

Purchasing an Upgrade will modify the functionality and properties of the affected vehicle. If you purchase an Upgrade for a vehicle which you do not own (e.g. because it is a leased or rented vehicle or because you are sharing the vehicle with the owner), you need to obtain the owner's consent to the modification of their vehicle prior to purchasing an Upgrade for the respective vehicle. Kia will not be liable for any dispute or damage arising from you purchasing an Upgrade for a vehicle without the owner's consent.

5.2.

Description of individual Upgrades

Currently, the following Upgrades are generally available and may be purchased for your vehicle, depending on your vehicle's model, construction date and trim line.

5.2.1.

Boost (only for electric vehicles)

Based on the basic electric motor installed in the vehicle, this Upgrade increases the acceleration of the vehicle, improving the time needed to accelerate from 0 to 100 km/h

Availability of the Upgrade is also subject to the vehicle registration requirements in the country of registration of the vehicle. Therefore, the Upgrade may not be available for purchase even if your vehicle would be technically capable of installing the Upgrade.

5.2.2.

Remote Smart Parking Assist 2 (RSPA2)

This Upgrade enables the advanced remote smart parking assistance functionality which allows for automated backward, forward, perpendicular, diagonal and parallel parking and unparking. The vehicle detects nearby objects and automatically controls speed and gear shifting as well as the steering wheel rotation required to park.

5.2.3.

Paid OTA

This Upgrade allows you to obtain further Maps and Infotainment Updates via the OTA-method once the free-of-charge Infotainment Updates (cf. Section <1214>.c) above) have been used up.

Please note that this Upgrade enables the OTA method only as a means of obtaining and Installing Maps and Infotainment Updates. Purchasing this Upgrade neither guarantees the availability of Maps and Infotainment Updates in general nor at a specific point in time.

5.3.

Purchase options

5.3.1.

Packages

The Upgrades may be available for permanent purchase based on a one-off lump-sum payment and in different packages, allowing the use of the Upgrade for a limited period of time (e.g. 3 months or 6 months). Packages for limited time periods will automatically expire after the purchased time period. Further use of the respective Upgrade requires that the Upgrade is purchased again.

5.3.2.

Free trial period

For some Upgrades, a free trial period will be offered before the payment obligation applies. If you deactivate the Upgrade during the trial period in the Kia Connect App, you will not be charged for the use of the Upgrade during the trial period. Otherwise, the price of the selected Upgrade package will be charged for the time after the trial period.

The free trial period is available only once per Upgrade. This means that if you purchased an Upgrade once with the subsequent ability to benefit from the trial period, any repeat purchase of the Upgrade will be directly charged to you without an additional free trial period. This also applies if the trial period has ended early due to deactivation of the connected car services (cf. Clause 5.4.1(b)(iii)) or because you purchased the Upgrade package as a Shared User and vehicle sharing with your account was disabled (cf. Clause 5.4.2(b)(ii)) during the trial period.

Details regarding the applicable trial periods are stated in the product description in the store section of the Kia Connect App.

5.3.3.

Applicable purchase conditions

Please see the packages offered in the Kia Connect Store within the Kia Connect App for available packages, the applicable trial period and prices.

5.4.

Conditions for the purchase and use of Upgrades

5.4.1.

Active connected car services ("Kia Connect")

5.4.1.1.

Requirement of active connected car services

Installation and activation of an Upgrade, disabling an Upgrade in case of termination during the free trial period and monitoring/implementing the purchased usage duration of the Upgrade requires that the connected car services ("Kia Connect") are enabled in your vehicle throughout the usage period of the Upgrade. It is your obligation as a user to keep the connected car services active in order to be able to benefit from any Upgrade purchased.

5.4.1.2.

Consequences of deactivation of the connected car services

If you deactivate the connected car services (CCS), the following will apply:

5.4.1.2.1.

Any Upgrade that has been purchased for a limited usage period will be disabled upon deactivation of the connected car services and will remain disabled as long as the connected car services are deactivated. In this case, the purchased usage period for the respective Upgrade will be interrupted and will continue to run once the connected car services are re-enabled. The Upgrade will be re-enabled once the connected car services are reactivated. This applies regardless of which user reactivates the connected car services, i.e. in case the vehicle is sold, the buyer is also able to re-enable the connected car services and benefit from the remaining usage period of an Upgrade; see also Section 5.4.3.

5.4.1.2.2.

Upgrades that have been purchased for an unlimited period will generally remain active. However, certain Upgrades may nevertheless cease to work if the connected car services are disabled. This applies in particular to Upgrades that require connectivity to fully function, such as for example Paid OTA but this may also be the case for other Upgrades which have been purchased for an unlimited period.

5.4.1.2.3.

Upgrades that are currently in the trial period will be deactivated. The trial period will end upon deactivation of the connected car services. If you wish to use the Upgrade after re-activating the connected car services, you will have to re-purchase the respective Upgrade again. In the case of re-purchasing the respective Upgrade, no trial period will be offered for the second purchase.

5.4.2.

Multiple Kia Connect users of a specific vehicle

A vehicle can be linked to one or more Kia Connect accounts (see Clause 4.1.2 above).

The Main User as well as any of the Shared User(s) can purchase Upgrades for the vehicle to which their Kia Connect account is linked. In case a Shared User purchases an Upgrade, the following provisions apply:

5.4.2.1.

Information to the other users

In case any user purchases an Upgrade, Kia shall inform the Main User and all of the Shared User(s) about the purchase of the Upgrade as well as about the activation and deactivation (if applicable) of the respective Upgrade.

5.4.2.2.

Effects of termination of vehicle sharing on purchased Upgrades

In case a Shared User purchases an Upgrade and the Main User subsequently terminates sharing of the vehicle with the Shared User, the following applies:

5.4.2.2.1.

Upgrades that have been purchased by the Shared User and that are currently in the trial period will be deactivated and the trial period for such Upgrades ends.

5.4.2.2.2.

Upgrades that have been purchased by the Shared User which are no longer in the trial period will continue to be available on the vehicle for the purchased usage period, provided the connected car services remain active (see above Clause 5.4.1). This means that the Main User (as well as the owner) of the vehicle continue to benefit from the Upgrade even if the Shared User is unlinked and may no longer have access to the vehicle.

5.4.3.

Sale and transfer of a vehicle to a new owner

In case a vehicle is sold to a new owner, the following applies with regard to any Upgrades that may have been purchased for the vehicle.

5.4.3.1.

Before handing over the vehicle to the new owner, you have to deactivate the connected car services and adhere to the further obligations contained in Clause 7.3.

5.4.3.2.

As the connected car services are disabled, the Upgrades will be disabled as further described in Clause 5.4.1(b).

5.4.3.3.

The new owner can re-activate the Upgrades which have been disabled due to the deactivation of the connected car services by re-enabling the connected car services. This requires that the new owner of the vehicle creates a Kia Connect account, accepts these Terms of Use and links its account to the respective vehicle. After re-activation of the connected car services, the respective Upgrades will be available for the remainder of the purchased usage period.

5.4.3.4.

You are obliged to accurately inform the buyer of your vehicle of the Upgrades installed on the vehicle and the remaining usage periods and applicable end dates thereof. You are further obliged to inform the buyer about the requirement to create a Kia Connect account and to accept these Terms of Use in order to re-activate the Upgrades. Kia will not assume any liability for claims of the new owner due to the fact that the new owner is unable to re-activate or otherwise benefit from a certain Upgrade you have claimed to be available on the vehicle, unless this is due to technical malfunctions that are under control of Kia Connect.

5.5.

Kia Connect Store, purchase process, and payment process

5.5.1.

Purchase process

You can select certain Upgrades and other add-ons to your vehicle's software which are available for purchase in the store section of the Kia Connect app. By submitting an order in the Kia Connect App relating to an Upgrade or other add-on, you make an offer to Kia regarding the purchase of the respective Upgrade or add-on. Kia confirms receipt of the order through an automatic e-mail sent to you (order confirmation). This order confirmation does not constitute acceptance of your offer, but merely confirms receipt and further processing of the offer by Kia.

The contract between Kia and you is concluded for each Upgrade once the purchased Upgrade is activated in the respective vehicle for which the Upgrade was purchased. Kia is entitled to partial deliveries, unless these represent an unreasonable disadvantage to you.

You may terminate the contract regarding each Upgrade at any time during the trial period as set out in Section 5.3.2.

5.5.2.

Expiry of your right of withdrawal

Generally, if you are a consumer, you have a statutory right of withdrawal as set out in Section 15. In the course of the purchase process, we ask you for your express consent that Kia shall commence performance of the contract before the end of the withdrawal period. By giving your consent, you lose your right of withdrawal once Kia commences the performance of the contract.

5.5.3.

Access to these Terms of Use

You can access these Terms of Use through a link in the checkout process before you submit your order. In addition, you will be provided with a copy of these Terms of Use in the order confirmation e-mail.

5.5.4.

Payment Processing

Payment processing on the Kia Connect Store is handled by our partner Stripe Payments Europe Ltd, 1 Grand Canal Street Lower, Grand Canal Dock, Dublin, Ireland ("Stripe"). This is in line with our legitimate interest in offering an efficient and secure payment method. In this context, we share the following data with Stripe to the extent necessary for the performance of the contract:

- Name of account holder
- Account email address
- Customer number
- Bank details
- Subscription start date and time
- Number of users
- Your location

We are not required by law or contract to process the information provided in this section. However, we cannot process a payment through Stripe without your personal information. By entering into the Agreement, you expressly consent to both the processing of the data and the use of the payment method.

The individual payment methods offered via Stripe will be communicated to you in the Kia Connect Store. Stripe may use other payment services to process payments which may be subject to specific payment terms and conditions which will be notified to you separately where applicable. For more information about Stripe, please visit <https://stripe.com>.

6. COPYRIGHT

6.1.

The entire content of the Services is the property of Kia, its direct or indirect subsidiaries or affiliated companies (hereinafter collectively referred to as "Kia Group") or its third-party licensors and is protected by applicable copyright laws with all rights reserved.

All rights in the Services, the underlying software, the content and arrangement are owned by Kia Group and its licensors. You must not sell, distribute, publish, broadcast, circulate or commercially exploit the Services in any way without our express written consent.

You may not reproduce (in whole or in part), transmit (by electronic means or otherwise), modify, display, redeliver, license, link or otherwise use the Services for any public or commercial purpose without our prior permission.

6.2.

Nothing in these Terms of Use shall be construed as granting any licence or right to use any image, trademark, service mark or logo, all of which are the property of Kia Group.

Kia Group reserves all rights with respect to its proprietary information or material in connection with the Services and will enforce such rights to the full extent of applicable copyright and trademark laws.

7. USER OBLIGATIONS AND RESTRICTIONS

7.1.

General obligations

You must comply with all applicable laws and respect the rights of third parties when using the Services.

7.2.

Information obligations

You are obliged to inform other drivers of the vehicle about the activation of the Services and the data processing involved in accordance with section 9.2.

7.3.

Obligations in case of transfer of ownership in the vehicle

If you sell your vehicle or otherwise provide it to a third party on a permanent basis, you are obliged to deactivate the Services in the Head Unit of the respective vehicle and to delete the data stored in the vehicle. In this case, the vehicle is disconnected from your Kia Connect App but your Kia Account data in the Kia Connect App will not be deleted. In this case, you and Kia are entitled to terminate the agreement on the use of the Services pursuant to section 11.4.

7.4.

Prohibited use and other impermissible activities

7.4.1.

You may only use the Services for the purposes and within the limits described in section 4.2.

7.4.2.

You may only use your login credentials for the Services to log into the Kia Connect App and to connect the Head Unit to your Kia Connect App.

7.4.2.1.

You are not permitted to

7.4.2.1.1.

share your login credentials with other users of your vehicle, or

7.4.2.1.2.

share your login credentials with any third party such as providers of third-party apps or other software, or

7.4.2.1.3.

use your login credentials in connection with non-Kia software, or

7.4.2.1.4.

use your login credentials to connect any third-party service to Kia's systems, such as the Kia Connect back-end.

7.4.3.

You must not modify your vehicle (including modifying hardware or software or using third-party software) in any way that may affect the functionality of the Services.

7.4.4.

You may use the SIM card embedded in the Head Unit only within the Head Unit and only to access the Services. Any extraction of the SIM card from the Head Unit or the information contained in the SIM card (e.g. the ICCID) is prohibited.

You must not use the SIM card

- for the transmission of voice (including VoIP);
- to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, gateway or routing;
- in any way that attempts to penetrate security measures whether or not the intrusion results in the corruption or loss of data;
- in any way that uses the Services or software relating to internet relay chat, peer-to-peer file sharing, bit torrent or proxy server networks;
- in any way that involves spamming, sending unsolicited bulk emails or commercial messages, or maintaining an open SMTP relay; or
- in any way that may have a detrimental effect on the network or the Services.

7.4.5.

You must not disclose to any third party the results of any benchmarking or performance testing of the SIM card, the network, the Services or any component thereof.

7.5.

Consequences of violations

Any violation of the obligations and restrictions in this section 6 may result in the temporary suspension of the provision of the Services. Kia will generally inform you about the intention to suspend the provision of the Services and the duration of the suspension in advance, unless immediate suspension is necessary to prevent harm to Kia, the Service, the network or other customers. The duration of the suspension shall be determined by Kia at its reasonable discretion based on the severity of the violation and the resulting risks for Kia, the Service, the network or other customers. In case of repeated violations, Kia may terminate the Agreement for cause pursuant to section 10.3.

8. SERVICE FEE

8.1.

Free service period

Unless otherwise stated in these Terms of Use in relation to the respective Services, the Services are provided free of charge to the users of a specific vehicle (as identified by its respective VIN) for a period of 7 years. This 7-year period commences on the day the warranty period of the vehicle starts.

If the vehicle is sold and registered to a new owner during the free service period, the new owner may choose to use the Services free of charge during the remainder of the free service period by activating the Services in their own name. The free service period remains unaffected by any subsequent sale and registration after the initial sale, i.e. the free service period is neither interrupted nor extended by a subsequent sale and/or registration of the vehicle.

8.2.

Additional services

We reserve the right to propose additional services in the future subject to separate terms of use. Such additional services may be subject to fees.

9. SERVICE AVAILABILITY

9.1.

We reserve the right to temporarily or permanently deactivate access to the Services in whole or in part in so far as this is necessary to ensure the security or stability of the Services for all users or to ensure compliance of the Services with mandatory legal requirements.

9.2.

The provision and use of the Services may be subject to restrictions beyond the scope of our control with regard to the current state of the art. In particular, this relates to the availability of the data connections provided by carriers. In individual cases, the non-availability of the network can lead to the Services not being available as the necessary data transfer cannot occur.

In addition, short-term capacity bottlenecks can arise from peak loads on the Services, wireless and fixed networks and on the internet.

9.3.

Disruptions can also arise due to force majeure, including pandemic and epidemic diseases, strikes, lockouts and official orders, and on account of technical and other measures (e.g. repairs, maintenance, software updates and extensions) necessary on our systems or those of downstream or upstream providers, content providers and network operators, which are necessary for the proper or improved performance of the Services.

9.4.

Where access to the Services is deactivated, restricted or disrupted as described in this Section 7, to the extent possible we will contact you in advance to inform you of this and give a reason for the deactivation, restriction or disruption.

10. DATA PROTECTION

10.1.

For information on how we collect and process personal data in connection with the provision of the Services, please refer to our Kia Connect Privacy Notice available on the Kia Connect website <https://connect.kia.com/eu/downloads>.

10.2.

You shall inform any other user/driver of the vehicle that the Services are activated. You shall in particular inform such other user/driver about the data processing activities described in the Kia Connect Privacy Notice and the fact that the Services require the collection and processing of location data (GPS data).

11. TERM, TERMINATION

11.1.

This agreement commences once accepted by you in the Head Unit. It expires when the free service period (cf. section 7.1) ends, unless terminated earlier in accordance with this section 10.

11.2.

The agreement concerning the provision of the Services and thereby the right to use the Services can be terminated by either party any time with one month's notice, to the end of a calendar quarter.

11.3.

Either Party's right to terminate for good cause remains unaffected. A good cause for termination by Kia exists in particular in case of repeated violations of the user obligations under the prerequisites of section 6.5.

11.4.

Furthermore, in the event of the reversal of the purchase agreement for a vehicle, the reacquisition or other withdrawal of the vehicle by the relevant dealer, the termination of a leasing agreement, the sale of the vehicle to a third party, theft or total damage beyond repair, each Party is entitled to the termination of the Services with regard to the vehicle concerned.

11.5.

Either Party's statutory termination rights remain unaffected.

12. CHANGES TO THE SERVICES; CHANGES TO THE TERMS OF USE

12.1.

Changes to the Services

Kia reserves the right to make reasonable changes to the Services. In particular, we occasionally make legally required updates, which are changes that keep our Services compliant with applicable law. We may also make these updates to our Services for security reasons and to ensure that they meet expected quality standards (e.g. those described section 15 on the Statutory Warranties).

Furthermore, we may change our Services for the following additional reasons:

- to adapt to new technologies;
- to accommodate an increase or decrease in the numbers of users of the Services;
- to adapt to import changes in licenses or partnerships with third parties; and
- to prevent abuse or damage.

12.2.

Changes to the Terms of Use

Kia shall make an offer for changes to these Terms of Use to you by displaying them in the Kia Connect App and/or in the vehicle's Head Unit no later than two months before the proposed new Terms of Use are to enter into force. The changed Terms of Use shall only become effective if you accept them by clicking the corresponding "accept" button in the Kia Connect App or in the Head Unit.

If you do not accept the proposed changed Terms of Use, we reserve the right to terminate the agreement with 6 weeks' notice, to the end of a calendar quarter.

13. MISCELLANEOUS

13.1.

All agreements between Kia and you are concluded in the local language version. After the conclusion of the respective agreement, the text of the agreement will be available for you to download under <https://connect.kia.com/eu/downloads>.

13.2.

These Terms of Use are the entire agreement of the parties with respect to the subject matter of the use of the Services and supersede all prior agreements, written or oral, between the parties with respect to the subject matter.

13.3.

Deviating, conflicting or supplementing terms and conditions of the User shall only govern the use of the Services if explicitly accepted by us in writing.

13.4.

Any amendments and additions to the Terms of Use as well as notifications necessary for their execution require text form (including email, fax or confirmation in the Head Unit) to be effective. This text form requirement can only be overruled in text form.

13.5.

We are entitled to assign our rights and duties under this agreement to another service provider either in full or in part by providing 6 weeks' notice to you. In this case, however, you shall be entitled to terminate the agreement within one month after receipt of the written notification effective at the time of the intended assignment of the agreement to the company which is taking over from Kia in the agreement. We shall expressly inform you of this right of termination in the written notification.

For the avoidance of doubt, this right is without prejudice to your right to terminate the Terms of Use and thereby the right to use the Services at any time as stipulated in section 10.2.

14. CUSTOMER SERVICE / COMPLAINTS

14.1.

You may use the contact details set out in Section 1 above in case of questions or complaints.

14.2.

The European Commission provides a website for online dispute resolution, dedicated to helping consumers and traders resolve their disputes out of court, available at <http://ec.europa.eu/consumers/odr/>.

Kia does not and is not obligated to participate in alternative dispute resolution procedures before an alternative dispute resolution entity for consumers.

15. INSTRUCTIONS ON THE RIGHT OF WITHDRAWAL REGARDING THE SERVICES AND THE PURCHASE OF UPGRADES

If you are a consumer (i.e. a natural person who places the order for a purpose that cannot be attributed to your commercial or self-employed professional activity), you have a right of withdrawal in accordance with the statutory provisions with regard to this agreement on the provision of the Services and on any agreement on the Purchase of Upgrades (see Section 5)

15.1.

RIGHT OF WITHDRAWAL

You have the right to withdraw from this contract within fourteen days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (Kia Connect GmbH, Theodor-Heuss-Allee 11, 60486 Frankfurt am Main, Germany, telephone number: +49 800 7773044 and email address: support@kia-connect.eu) of your decision to withdraw from this contract by making an unequivocal statement (e.g. a letter sent by post or email).

You may use the attached model withdrawal form, but it is not obligatory. You can also fill in and submit the model withdrawal form or any other unequivocal statement electronically on our website at

<https://connect.kia.com/eu/customer-support/contact-form>. If you use this option, we will communicate to you an acknowledgement of receipt of such a withdrawal on a durable medium (e.g. by email) without delay.

To meet the withdrawal deadline, it is sufficient for you to send the communication concerning your exercising of the right of withdrawal before the withdrawal period has expired.

15.2.

EFFECTS OF WITHDRAWAL

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract.

We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement.

15.3.

IMPORTANT NOTE: EXPIRATION OF THE RIGHT OF WITHDRAWAL

In the case of contracts for the supply of digital content that is not supplied on a tangible medium, the right of withdrawal also expires under the following conditions:

15.3.1.

In the case of a contract which does not oblige you to pay a price if Kia has begun with the performance of the contract;

15.3.2.

In the case of a contract which obliges you to pay a price, if

1. Kia has begun with the performance of the contract,
2. you have provided prior express consent that Kia shall begin the performance of the contract before the expiry of the withdrawal period,
3. you have acknowledged that with your consent pursuant to section (b), you lose your right of withdrawal with the commencement of the performance of the contract; and
4. Kia has provided you with confirmation in accordance with section 312f German Civil Code (Bürgerliches Gesetzbuch, "BGB").

15.4.

MODEL WITHDRAWAL FORM

Model Withdrawal Form

(Complete and return this form only if you wish to withdraw from the contract)

- To Kia Connect GmbH, Theodor-Heuss-Allee 11, 60486 Frankfurt am Main, Germany, email address: support@kia-connect.eu:
- I/We (*) hereby give notice that I/we (*) withdraw from my/our (*) contract for the provision of the following service (*),
- Ordered on (*) / received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is submitted on paper),
- Date

(*) Delete as appropriate.

16. STATUTORY LIABILITY FOR DEFECTS

If you are a consumer, you have the statutory defect liability rights for the goods or the digital products as well as any additional rights defined in these Terms of Use. The statutory defect liability rights will become statute-barred two years after provision of the respective digital product; in cases of continuous supply, the claims will not become statute-barred prior to the expiry of 12 months following the end of the supply period.

17. LIABILITY

The following liability applies to you depending on the country in which you have your habitual residence:

17.1 Austria

Kia shall not be subject to any liability other than (1) liability for gross negligence or intent and (2) liability for culpably caused bodily harm or death.

17.2 Belgium

17.2.1 To the fullest extent permitted by applicable law, Kia's contractual and extra-contractual liability shall, irrespective of its legal ground (whether on warranty, contract, tort, negligence or otherwise, including for latent/hidden defects), for losses and damages arising out of or in connection with the provision of the Services or any delay or interruption in the provision of the Services, be limited as follows: (a) Kia shall be liable up to the amount of foreseeable damages typical for this type of contract due to a breach of material contractual obligations; (b) Kia shall not be liable due to a breach of any non-material contractual obligations nor for any slightly negligent breach of any other duty of care applicable; and (c) Kia shall not be liable for any special, indirect or consequential damages, including, but not limited to, loss of use, of data, of profits, of savings, of opportunity, of goodwill, as well as for claims from third parties (even if Kia has been advised of the possibility of such damage).

17.2.2 The aforesaid limitations of liability do not apply to (i) any mandatory statutory liability (such as liability for defective products), (ii) liability for personal injuries or death caused by any act or omission of Kia, (iii) any liability for fraud or gross negligence, or (iv) any other liability which cannot be limited or excluded by law. In addition, such limitations of liability shall not apply if and to the extent that Kia has assumed a specific guarantee.

17.3 Czech Republic

17.3.1 Kia's contractual and statutory liability for damages caused by slight negligence shall, irrespective of its legal ground, be limited as follows: a) Kia shall be liable up to the amount of the foreseeable damages typical for this type of agreement due to a breach of contractual obligations; b) Kia shall not be liable for any indirect damage which may result from the use of the Services.

17.3.2 The aforesaid limitations of liability shall not apply to mandatory statutory liability, in particular to liability for gross negligence or wilful misconduct, harm caused to the natural rights of an individual or to liability for defective products. In addition, such limitations of liability shall not apply with respect to weaker parties in the meaning of section 433 (2) of the Czech Civil Code and if and to the extent that Kia has assumed a specific guarantee.

17.3.3 Sections 17.3.1 and 17.3.2 apply accordingly for Kia's liability for wasted expenditures. 17.3.4 You are obliged to take reasonable efforts for the prevention and minimisation of damages.

17.4 France

17.4.1 Kia's contractual liability for damages caused by slight negligence shall be limited as follows: (a) Kia shall be liable up to the amount of the foreseeable damages typical for this type of agreement due to a breach of contractual obligations; (b) Kia shall not be liable for any indirect damage which may result from the use of the Services; (c) Kia shall not be liable for any damage caused by a force majeure event (i.e. an event beyond Kia's control and which could not reasonably have been foreseen at the time of conclusion).

17.4.2 The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability for gross negligence and/or wilful misconduct, liability for defective products, and liability for personal injuries. In addition, such limitations of liability shall not apply if and to the extent that Kia has assumed a specific guarantee.

17.4.3 Sections 17.4.1 and 17.4.2 apply accordingly for Kia's liability for wasted expenditure.

17.5 Germany

17.5.1 Kia shall be liable in accordance with the statutory provisions for intent and gross negligence on the part of Kia, its legal representatives, executive employees or other vicarious agents. The same applies in the case of violation of a guarantee (e.g. in the sense of sections 444 or 639 BGB (Bürgerliches Gesetzbuch, German Civil Code), or other strict liability as well as claims under the Product Liability Act (Produkthaftungsgesetz) or in case of injury to life, body or health.

17.5.2 In the event of simple negligence, unless section 17.5.1 applies, Kia shall be liable only for the breach of material contractual obligations, i.e. such obligations which make the proper fulfilment of the contract possible in the

first place and on which the customer was entitled to rely or whose culpable non-fulfilment jeopardises the achievement of the purpose of the contract, in this case, however, limited to the amount of the foreseeable damage that may typically arise, the occurrence of which Kia had to expect at the time of conclusion of the contract on the basis of the circumstances known at that time.

17.5.3 You are obliged to take reasonable efforts for the prevention and minimisation of damages.

17.5.4 Kia is not liable for the use of camera / danger zone alerts prohibited under section 23 para. 1c of the German Road Traffic Act ("StVO").

17.5.5 TomTom Global Content B.V. is not liable for the use of camera / danger zone alerts prohibited under section 23 para. 1c StVO. 17.5.6 HERE Europe B.V. is not liable for the use of camera / danger zone alerts prohibited under section 23 para. 1c StVO.

17.6 Hungary

17.6.1 To the fullest extent permitted by applicable law, Kia's contractual and extra-contractual liability shall, irrespective of its legal ground (whether on warranty, contract, tort, negligence or otherwise, including for latent/hidden defects), for losses and damages arising out of or in connection with the provision of the Services or any delay or interruption in the provision of the Services, be limited as follows: (a) Kia shall be liable up to the amount of foreseeable damages typical for this type of contract due to a breach of material contractual obligations; (b) Kia shall not be liable due to a breach of any non-material contractual obligations, nor for any slightly negligent breach of any other duty of care applicable; and (c) Kia shall not be liable for any special, indirect or consequential damages, including, but not limited to, loss of use, of data, of profits, of savings, of opportunity, of goodwill, as well as for claims from third parties (even if Kia has been advised of the possibility of such damage).

17.6.2 The aforesaid limitations of liability shall not apply if and to the extent that Kia has assumed a specific guarantee. Nothing in these Terms of Use will limit or exclude Kia's liability for (i) death or personal injury resulting from Kia's negligence or the negligence of Kia employees or agents; (ii) wilful misconduct; (iii) breach of obligations deriving from public order rules; and (iv) any other case where Kia's liability may not be limited or excluded under applicable law.

17.7 Italy

17.7.1 Kia's liability for damages caused by slight negligence shall be limited as follows: (a) Kia shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations; (b) Kia shall not be liable for the slightly negligent breach of any other applicable duty of care; (c) The aforesaid limitations of liability shall not apply if and to the extent that Kia has assumed a specific guarantee. Nothing in these Terms of Use will limit or exclude Kia's liability for (i) death or personal injury resulting from Kia's negligence or the negligence of Kia employees or agents; (ii) gross negligence or wilful misconduct; (iii) breach of obligations deriving from public order rules; and (iv) any other case where Kia's liability may not be limited or excluded under applicable law.

17.7.2 Section 17.7.1 applies accordingly for Kia's liability for wasted expenditure. 17.7.3 You are obliged to take reasonable efforts for the prevention and minimisation of damages.

17.8 The Netherlands

17.8.1 To the extent permitted under applicable mandatory law, Kia shall not be liable on any ground whatsoever for any damage arising from or in connection with the agreement for the provision of Services or the Services themselves. The foregoing shall not apply in case any liability results from gross negligence or wilful misconduct of Kia's executive management.

17.8.2 You are obliged to take reasonable efforts for the prevention and minimisation of damages.

17.9 Norway

17.9.1 Kia's contractual and statutory liability for damages caused by slight negligence shall, irrespective of its legal ground, be limited as follows: (a) Kia shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations; (b) Kia shall not be liable for the slightly negligent breach of any other applicable duty of care; (c) Kia's liability shall be limited to NOK 5,000 per occurrence.

17.9.2 The aforesaid limitations of liability shall not apply to any mandatory statutory liability, including liability under the Norwegian Product Liability Act. In addition, such limitations of liability shall not apply if and to the extent that Kia has assumed a specific guarantee.

17.10 Poland

17.10.1 Kia shall not be liable for actual loss and/or loss of profits, unless it is caused by wilful misconduct on the part of Kia.

17.10.2 The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability for wilful misconduct, liability under the Polish Product Liability Act (Ustawa z dnia 12 grudnia 2003 r. o ogólnym bezpieczeństwie produktów), liability regarding dangerous products under the Polish Civil Code (Ustawa z dnia 23 kwietnia 1964 r. Kodeks Cywilny) and liability for culpably caused personal injuries.

17.11 Republic of Ireland

17.11.1 Kia is responsible to you for foreseeable loss and damage caused by Kia. If Kia fails to comply with these Terms of Use, Kia shall be responsible for loss or damage you suffer that is a foreseeable result of Kia breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable either if it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

17.11.2 Kia does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by Kia's negligence or the negligence of its employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

17.11.3 Kia is not liable for business losses. We only supply the Services for private use. If you use the products for any commercial, business or re-sale purpose, Kia will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17.12 Slovakia

17.12.1 To the extent permitted by the applicable Slovak laws, Kia's contractual and statutory liability for damages (in particular, actual losses and loss of profit) shall, irrespective of its legal ground, be limited. Kia shall be liable for damages only up to the amount of the damages Kia foresaw, or which Kia could have foreseen as a possible result of the breach of Kia's obligation, at the time of the execution of the contract, taking into account all the facts Kia knew or should have known by exercising due care.

17.12.2 The aforesaid limitations of liability shall not apply to any mandatory statutory liability. In addition, such limitations of liability shall not apply if and to the extent that Kia has assumed a specific guarantee.

17.12.3 You are obliged to take reasonable efforts for the prevention and minimisation of damages.

17.13 Spain

17.13.1 Kia does not limit its mandatory statutory liability, including but not limited to liability for wilful misconduct and liability for culpably caused personal injuries.

17.13.2 Section 17.13.1 applies accordingly for Kia's liability for wasted expenditure.

17.14 Sweden

17.14.1 Kia shall not be liable for direct or indirect loss or damage, unless Kia has caused the loss or damage through wilful misconduct or gross negligence.

17.14.2 The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability for wilful misconduct, liability under the Swedish Product Liability Act (Produktansvarslagen), and liability for culpably caused personal injuries. In addition, such limitations of liability shall not apply if and to the extent that Kia has assumed a specific guarantee.

17.14.3 Sections 17.14.1 and 17.14.2 apply accordingly for Kia's liability for wasted expenditure.

17.14.4 You are obliged to take reasonable efforts for the prevention and minimisation of damages.

17.15 UK

17.15.1 Kia is responsible to you for foreseeable loss and damage caused by Kia. If Kia fails to comply with these Terms of Use, Kia shall be responsible for loss or damage you suffer that is a foreseeable result of Kia breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen.

17.15.2 Kia does not exclude or limit in any way its liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by Kia's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the Services including the right to receive Services which are supplied with reasonable skill and care.

17.15.3 Kia is not liable for business losses. We only supply the Services for private use. If you use the products for any commercial, business or re-sale purpose, Kia will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

18. LOCAL LAW AMENDMENTS

The below table contains specific local law amendments depending on the country in which you have your habitual residence.

Belgium

Section 6.1 last sentence will be amended as follows: Without prejudice to mandatory rights under applicable law, you may not reproduce (in whole or part), transmit (by electronic means or otherwise), modify, display, redeliver, license, link or otherwise use the Services for any public or commercial purpose without our prior permission. Section 13.5 paragraph 1 will be amended as follows: We are entitled to assign our rights and duties under this agreement either in full or in part to another service provider by providing 6 weeks' notice to you, and this, without your approval provided that this assignment does not reduce your guarantees as a consumer. Section 15 will be amended as follows: You expressly agree that the execution of the contract begins, with your approval, on the day on which you register for the Kia Account (in the case of the Kia Connect App) and accept the present Terms of Use and therefore recognise that you lose your right of withdrawal, in accordance with Article VI.53,13 of the Belgian Code of Economic Law.

Czech Republic

Section 14.2 will be deleted and replaced as follows: If you are a consumer, apart from lodging a claim before Czech courts or in other jurisdiction, if permitted by applicable laws, you are also entitled to alternative resolution of a consumer dispute arising out of or in connection with the agreement governed by these Terms of Use through an approved alternative dispute resolution body. You can find the current list of approved alternative dispute resolution bodies as well as further information on the applicable ADR procedure on the website of the Czech Trade Inspection Authority: <https://www.adr.coi.cz>. You may also submit a complaint online to an ADR via the online dispute resolution (ODR) platform available here: <http://ec.europa.eu/consumers/odr/>.

Section 15 will be deleted and replaced as follows: You acknowledge and expressly agree that the execution of the agreement concerning the provision of the Services begins, with your approval, on the day on which you accept the present Terms of Use and therefore recognize that you lose the right of withdrawal, in accordance with Section 1837 (I) of the Czech Civil Code.

Hungary

These Terms of Use are concluded in electronic form. The Terms of Use will be concluded upon activation of the Services with the "I AGREE" button. The Terms of Use are not considered to be in writing and you will be able to store, access and reproduce the Terms of Use on your data carrier or electronic medium. We will provide the technical means for identifying and correcting input errors by electronic processing before making any legally binding statement.

Section 14.2 does not apply to you if you are a consumer.

Netherlands

Section 12.1 will be supplemented as follows: Kia reserves the right to make reasonable changes to the Terms of Use and/or to the Services. You will be notified by us about any changes to these Terms of Use and/or to the Services. Any such change will take effect 6 weeks after receipt of the notification thereon by you.

Poland

Section 15 will be deleted and replaced as follows: You do not have a right of withdrawal. This applies even in case you are a consumer, as the use of the Kia Connect App and any Services consists of the supply of digital content not recorded on a durable medium by Kia to you. If you are a consumer, you acknowledge and agree that by downloading the Kia Connect App you consent to the immediate start of performance by Kia and you do not have the right of withdrawal.

This document is information asset of Kia and is protected by relevant laws and regulations.