

## **KIA AI ASSISTANT TERMS OF USE**

Last updated: 10th February 2025

These Terms of Use ("**Terms of Use**") govern your use of the Kia AI Assistant ("**Service**"), a conversational AI service 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 (referred to as "**we**", "**our**" or "**us**").

By using the Service, you agree to these terms. If you do not agree with any part of these Terms of Use, please do not use the Service.

### **1. SERVICE DESCRIPTION**

The Service is an AI-powered chatbot based on the Voice Recognition Service and is designed to assist you with general queries about your journeys, managing your vehicle, and searching for information and places.

Please note that the Service is not a human and should not be relied upon for legal, medical, financial, or other professional advice.

Some services may be restricted depending on the vehicle model or device. This Service is provided to enhance your vehicle usage experience; any input unrelated to vehicle usage is prohibited.

The Kia AI Assistant is activated either by pressing the voice recognition button or saying "Hey, Kia!", both followed by the driver's command.

### **2. THIRD-PARTY SERVICES**

The Service may include third-party software, products or services ("**Third-Party Services**"), and some parts of our Services may include output from those services ("**Third-Party Output**").

Third-Party Services and Third-Party Output are subject to the respective terms of use. The Third-Party Services that are implemented in the Service are listed in **Annex 1 - Third-Party Services**.

### **3. PRIVACY AND DATA USE**

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>.

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.

### **4. USER RESPONSIBILITIES**

By using the Service, you agree to:

**4.1. Provide accurate information:** You are responsible for the accuracy of the information you provide.

**4.2. Use the Service responsibly:** You agree not to misuse the Service or attempt to exploit it for unlawful purposes.

**4.3. Report issues:** Please report any incorrect or inappropriate responses, as this helps us improve the Service.

### **5. AI LIMITATIONS AND DISCLAIMERS**

**5.1.** You can use the Kia AI Assistant to receive AI-generated responses for knowledge searches, questions about using the vehicle and travel recommendations.

Please note that the responses provided through this Service are automatically generated based on service provided by a third-party provider, and we do not bear any responsibility for the content of these responses.

Kia does not waive any rights or acknowledge any obligations or liabilities through these responses.

When collecting information or controlling vehicle functions using the Kia AI Assistant, please ensure that your focus remains on the road and traffic conditions while driving.

It is recommended to use this Service only when the vehicle is parked in a safe location. Kia is not liable for any accidents or damage caused by the driver's negligence.

Responses provided by the Kia AI Assistant regarding vehicle safety features are for reference purposes only. For precise information, please contact the customer service centre or service centre directly.

**5.2.** Kia AI Assistant is an automated service that operates using artificial intelligence. While we strive for accuracy, we cannot guarantee the reliability or completeness of responses. Please consider the following:

- Non-professional advice: The chatbot should not be used as a substitute for professional advice in legal, medical, financial or other specialised fields;
- Accuracy limitations: Responses are generated based on available data and may not always be accurate or up to date; and
- Bias and fairness: We work to reduce potential biases in our chatbot. However, responses are influenced by the data used for training, and unintentional biases may still occur.

## 6. HUMAN OVERSIGHT AND ESCALATION

If you require human assistance or believe that a response requires further review, you may escalate your concern by contacting the customer support (Sect. 10.2).

## 7. TERMINATION AND ACCOUNT DELETION

You can stop using our Services at any time by simply not activating the Service or deactivating the Voice Recognition Service.

Right of withdrawal for consumers in the EEA

If you are a consumer based in the EEA, you can close your account and withdraw from these Terms within 14 days of accepting them by contacting Support or filling out and sending us the model withdrawal form. Details can be found in Article 15 of our Kia Connect Terms of Use.

## 8. LIMITATION OF LIABILITY

Please read Articles 16 and 17 of our Kia Connect Terms of Use to learn about our liability as well as the specific regulations in your country of residence.

## 9. CHANGES TO TERMS

We may update these Terms of Use periodically to reflect changes in laws, services or user feedback. We will notify you of significant changes via an in-car notification or in the Kia Connect App.

Your continued use of Kia AI Assistant following any changes indicates your acceptance of the updated Terms of Service.

## 10. CONTACT US

If you have any questions about the Service or these Terms of Service or require support, please contact us at:

### 10.1. Contact with Kia Connect GmbH

Kia Connect GmbH

Email: [info@kia-connect.eu](mailto:info@kia-connect.eu)

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

Phone number: +49 800 5330012

### 10.2. Contact for customer support

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

### 10.3. 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, which you can download under <https://connect.kia.com/eu/downloads>.

## ANNEX 1 - THIRD-PARTY SERVICES

Service Name	Service Provider	Website
Cerence Speech to Text	Cerence B.V., CBS Weg 11, 6412EX Heerlen, Netherlands	Cerence   Cerence