

## TERMS OF SERVICE FOR THE USE OF CONNECTED SERVICES AND APPS

Effective date: December 2025

### Archived Versions

These terms of service ("Terms" or "Terms of Use") govern the general terms and conditions for products and services in the digital environment ("Products & Services") of Kia Connect GmbH registered under the registration number HRB112541 with its office at Theodor-Heuss-Allee 11, 60486 Frankfurt am Main, Germany ("Kia Connect" or "us"), depending on the specific Products & Services you use. Our mutual rights and obligations regarding the relevant Products & Services and other useful information about our relationship with you as a consumer or a business person ("you") are stated below. If you are a consumer, special consumer rights may apply.

The use of our Products & Services may require internet access or other telecommunication services. These Terms of Use do not apply to the telecommunication services that may be required to use our Services. These are subject to a separate agreement (including charges) with the provider of your telecommunication services.

Use of the Kia App and the Kia Connected Services is generally free of charge ("Free Service"), for up to 7 years from the date of activation of the services ("Free Service Period") unless they are marked as a paid subscription. We reserve the right, at our sole discretion, to convert a Free Service at any time into a paid and/or subscription-based service. In this case, we will inform you in advance of the then-applicable terms and fees. You will then have the right to terminate your use of the Free Service at any time before the change takes effect by your acceptance of the new terms and fees, without any cost or penalty.

For the specific services provided to you, we refer to the Kia Connect Terms of Use document ([link](#)) which is hereby incorporated by reference.

Our Products & Services may only be used on devices running an official, unmodified version of the operating system. We do not support jailbroken, rooted, or otherwise altered devices.

### Kia Account

We want to offer you Products & Services to make your Kia experience as safe, easy and enjoyable as possible. For this reason, we are introducing a single sign-on solution, which can be used for the services provided by Kia Connect and/or external companies ("Kia Account"). These services include online services, apps and other software services.

You are only permitted to use the Kia Account if you are of legal age. The information you provide for the creation of a Kia Account shall be accurate. The data collected in connection with the Kia Account includes: your name, your email address, your date of birth, your phone number, your password, the fact that you accepted these Terms of Use, the verification PIN, Car ID and activation code.

A Kia Account is a unique, personal and non-transferable account on the basis of which Kia Connect grants you access to certain services. The use of the Kia Account is free of charge.

The Kia Account shall be created for use in accordance with these Terms of Use. If we need to communicate with you about your Kia Account, we may contact you at the email address you provided when registering your Kia Account.

Kia Account is a necessary prerequisite for the use of the Kia App and Kia Connect App as intended.

### Products & Services

Kia Connect provides you with Products & Services through an application for your mobile device as well as In-vehicle services through your vehicle's Head Unit.

An overview of the Products & Services that Kia Connect provides you through the mobile app in connection with your vehicle's Head Unit can be found here: <https://connect.kia.com/eu/downloads/>

You may use the Products & Services via the Kia Connect App and/or the Head Unit, depending on the service:

### Kia App

Services listed in Section 4.2. of the Kia Connect Terms of Use ("Kia App Services") can only be used in conjunction with the Kia App and the Kia Connect App ("Kia App"). Usage of the Kia App Services requires a Kia Account and you may have to link the Kia App to 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.

You can share certain Kia App Services with other users through the "Request to Share Car" function in the Kia App. When you do so, the other users will have access to certain information relating to your vehicle, charging, maintenance and other information processed in the Kia App in relation to the status of your vehicle. Please note that when you use this Kia App Service, you will share personal data that is stored in your Kia App account with the other users. You can deactivate this function at any time. Please see the Kia App Privacy Notice for details.

#### **Kia App B2B mode** (for commercial users and fleets up to 5 vehicles)

If you are registered as a commercial user, the Kia App offers specific functionalities, depending on whether you are a fleet manager or a fleet driver. For Details, see Section 4.2.2 of the Kia Connect Terms of Use.

#### **Connected Car Services (CCS)**

Services listed in Section 4.2.3 of the Kia Connect Terms of Use ("In-car Services")

Use of the Products & Services requires your vehicle's Head Unit to be compatible with the Kia App, i.e. technically capable of connecting to the Kia Connect backend. This depends on the model, model year and trim line of your vehicle. You can find out whether your vehicle is compatible with Kia Connect by visiting the following webpage: <https://owners.kia.com/content/owners/en/uvo-availability.html>

#### **Vehicle System OTA Updates**

The "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 contents of each Vehicle System OTA Update will be provided via your Head Unit or – if the update is being applied in order to execute the contract for the purchase of an Upgrade (see below) – in the course of the purchase process in the Kia App.

In order to be able to receive Vehicle System OTA Updates, the software that enables the Vehicle System OTA Update functionality needs to be installed in your Kia vehicle. Depending on your vehicle model, model year and trim line, the Vehicle System OTA Update may not be available for your vehicle. Kia does not guarantee that a software version enabling the Vehicle System OTA will be available for your vehicle. If you have any questions, please contact us using the contact details provided in Section 2 of the Kia Connect Terms of Use.

Installing updates via OTA requires 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 give you additional features to use with your vehicle. Such additional features ("Upgrades") may be made available by Kia for purchase via the Kia 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 the next section for details on Upgrades and their purchase.

You can turn off the Services by deactivating (i) Services via your Head Unit and/or (ii) Services and/or Maps and Infotainment OTA Updates via the Kia App.

#### **Upgrades**

We may offer certain additional "Upgrades" for purchase via the Kia App, such as certain features for your vehicle, including but not limited to add-ons to the software. A description of the available Upgrades can be found here: [URL]

Availability of the individual Upgrades depends on your vehicle model, model year and trim line. Generally, the "Upgrades" functionality requires the vehicle to be capable of receiving and installing Vehicle System OTA Updates (see above) and to be equipped with the most recent software version of the infotainment system.

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 above.

As the purchased Upgrades are linked to a specific vehicle, the ultimate beneficiary of an Upgrade is the owner of the vehicle. If the vehicle is sold, 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 that you do not own.

Purchasing an Upgrade will modify the functionality and properties of the vehicle concerned. If you purchase an Upgrade for a vehicle that 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 modify their vehicle prior to purchasing an Upgrade for the respective vehicle. Kia will not be liable for any dispute or damages arising from you purchasing an Upgrade for a vehicle without the owner's consent.

### **Kia Connect Store**

The Kia Connect Store is intended exclusively for private end-customers. Sales to commercial or self-employed customers are excluded.

You can select certain upgrades and other add-ons for your vehicle's software which are available for purchase in the store section of the Kia App. By submitting an order in the Kia 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. Activation of the purchased Upgrade constitutes acceptance of your offer. Kia is entitled to make partial deliveries, unless these represent an unreasonable disadvantage to you.

### **Additional Products & Services offered by Kia Connect**

In order to provide you with a seamless In-car connectivity experience, we offer you various services that can be used in connection with the Kia App and/or the Head Unit of your vehicle. You can make use of these additional products and services with an existing Kia Account.

The use of these additional products and services requires your prior acceptance of separate terms and conditions.

### **Third-Party Services**

We may provide or allow you to use other services operated by third parties that may require you to follow their specific terms and conditions, and that may process your personal data according to their privacy policy. In such cases, you are obliged to comply with the third party's terms and conditions. If you experience technical problems or any other issues with such a third-party service, you can contact the third party provider directly. A detailed specification of the digital products is provided on the website, application, infotainment or other interfaces described below. As these services are not offered or provided by Kia Connect, no warranty can be assumed for the use of the service or their security. The following Third-Party Services are available through the Kia App:

**Kia Charge** is your source for finding charging stations, charging your electric vehicle, and enjoying price transparency with one price for all. The service enables you to find charging points at nearby locations and plan routes. Charging point data is provided dynamically and the service is compatible with Kia vehicles. Kia Charge is offered by our partner DCS, whose service details can be found here: <https://kiacharge.com/web/de/kia-at/terms-and-conditions> if you are a consumer. For business users the service is provided by Kia Connect.

**MyKia** is the service that allows users to book a maintenance appointment smoothly when needed. With the Kia App, users will receive notifications when a service or recall is requested by your vehicle, so App users can send a request to their closest dealer with just one click. All vehicles are already preconfigured for this service, so using it couldn't be easier. This service is only available in selected countries.

### **General T&Cs**

#### **1. COPYRIGHT**

**1.1.** The entire content of the Products & 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 relating to the Products & Services, the underlying software, the content and its 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, redistribute, license, link or otherwise use the Products & Services for any public or commercial purpose without our prior permission.

**1.2.** Nothing in these Terms of Use shall be construed as granting any license 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.

## **2. USER OBLIGATIONS AND RESTRICTIONS**

### **2.1. General obligations**

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

### **2.2. Information obligations**

You are obliged to inform other drivers of the vehicle about the activation of the Products & Services and the data processing involved in accordance with Section 4.2.

### **2.3. 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, the following applies:

**2.3.1.** You are obliged to deactivate the Products & Services in the Head Unit of the respective vehicle and to delete the data stored in the vehicle.

In order to do so, please (1) click the "Kia Connect" icon on the vehicle's Head Unit, then (2) select "Kia Connect settings", afterwards (3) scroll down in the menu on the left to select the "Deactivate Kia Connect" option and finally (4) click the "Deactivate" button. The system will then guide you through the deactivation process and offer to delete the data.

Attention: Please note that resetting the Head Unit to the factory settings does not lead to the deactivation of the Kia Connect Products & Services. You must follow the deactivation process described above.

After the deactivation as described above, the Products & Services for the respective vehicle are deactivated, the data in the Head Unit is deleted and the vehicle is disconnected from your Kia Connect App.

Please note that the vehicle-related data will also be deleted in your Kia Connect App account, but any other data in your account will remain unaffected. If you also wish to delete your Kia Connect App account, please follow the account deletion process in the Kia Connect App.

**2.3.2.** You and Kia are entitled to terminate the agreement on the use of the Products & Services with regard to the respective vehicle pursuant to Section 6.4.

### **2.4. Prohibited use and other impermissible activities**

**2.4.1.** You may only use the Products & Services for the purposes and within the limits described in Section 4.2 of the Kia Connect Terms of Use.

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

**2.4.2.1.** You are not permitted to

**2.4.2.1.1.** share your login credentials with other users of your vehicle, or

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

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

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

**2.4.2.2.** Failure to comply with the above limitations may result in for the following, for which Kia rejects all liability:

**2.4.2.2.1.** excessive power consumption by the Head Unit, thereby draining the 12V vehicle battery, which may ultimately prevent the vehicle from starting up, and

**2.4.2.2.2.** misuse of the login credentials by the third parties to whom the credentials were provided.

**2.4.2.3.** Furthermore, Kia has no control over the (onward) processing of data obtained by third parties using your login credentials.

**2.4.3.** 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.

**2.4.4.** 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 data (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 torrenting 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.

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

**2.5.** Consequences of violations

Any violation of the obligations and restrictions in this Section 2 may result in the temporary suspension of the provision of the Products & Services. As a general principle, Kia will inform you about the intention to suspend the provision of the Products & Services and the duration of the suspension in advance, unless immediate suspension is necessary to prevent harm to Kia, the Products & Services, 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 Products & Services, the network or other customers. In case of repeated violations, Kia may terminate the Agreement for good cause pursuant to Section 6.3.

### **3.**

#### **3. SERVICE AVAILABILITY**

**3.1.** We reserve the right to temporarily or permanently disable access to the Products & Services in whole or in part insofar as this is necessary to ensure the security or stability of the Products & Services for all users or to ensure that the Products & Services comply with mandatory legal requirements.

**3.2.** The provision and use of the Products & 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, non-availability of the network can lead to the Products & Services not being available as the necessary data transfer cannot occur.

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

**3.3.** 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) that are necessary on our systems or those of downstream or upstream providers, content providers and network operators, which are necessary to ensure or improve the performance of the Products & Services.

**3.4.** Where access to the Products & Services is disabled, restricted or disrupted as described in this Section 3, we will contact you in advance where possible to inform you of this and give a reason for the disabling, restriction or disruption.

### **4. DATA PROTECTION**

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

**4.2.** You shall inform any other user/driver of the vehicle that the Products & 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 Products & Services require the collection and processing of location data (GPS data).

### **5. DATA ACCESS AND USE UNDER THE EU DATA ACT**

Please see Section 12 of the Kia Connect App Terms of Use for your rights as a User under the EU Data Act.

### **6. TERM, TERMINATION**

**6.1.** This agreement commences once accepted by you in the Head Unit. It expires when the free service period ends, unless terminated earlier in accordance with this Section 6.

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

**6.3.** Either Party's right to terminate for good cause remains unaffected. A good cause for termination by Kia exists in particular in the event of repeated violations of the user obligations under the prerequisites of Section 2.

**6.4.** Furthermore, if the purchase agreement for a vehicle is reversed, the relevant dealer reacquires or otherwise withdraws the vehicle, a leasing agreement is terminated, the vehicle is sold to a third party, or in the event of theft or total damage beyond repair, each Party is entitled to the termination of the Products & Services with regard to the vehicle concerned.

**6.5.** In cases where we offer fee-based Products / Services to you without a fee for a specific time frame ("Free Period"), you may cancel at any time during the Free Period without notice or we can end the offer of a Free Period at any time at our discretion. You will then no longer have access to the content with immediate effect. Should the Free Period convert into a paid subscription, you can cancel at any time with effect from the end of your chosen initial term in accordance with this Section 6.1. If your subscription has been extended indefinitely, you can cancel at any time with one month's notice.

**6.6.** The statutory termination rights of either Party remain unaffected.

## 7. CHANGES TO THE PRODUCTS & SERVICES; CHANGES TO THE TERMS OF USE

### 7.1. Changes to the Products & 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 laws. We may also make these updates to our Services for security reasons and to ensure that they meet the expected quality standards (e.g. those described in Section 11 on the Statutory Warranties).

Furthermore, we may make changes to 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 concerning licenses or partnerships with third parties; and
- to prevent abuse or damage.

### 7.2. Changes to the Terms of Use

Kia shall present the proposed 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 updated 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 new Terms of Use, we reserve the right to terminate the agreement with 6 weeks' notice, to the end of a calendar quarter.

## 8. MISCELLANEOUS

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

**8.2.** These Terms of Use constitute 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.

**8.3.** 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.

**8.4.** Any amendments and additions to the Terms of Use as well as notifications necessary for their execution must be given in the written form (including email, fax or confirmation in the Head Unit). This requirement for the written form can itself only be overruled in writing.

**8.5.** 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 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 1.2.

## **9. CONTACT / COMPLAINTS**

### **9.1. 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](mailto:info@kia-connect.eu)  
Post: Theodor-Heuss-Allee 11, 60486 Frankfurt am Main, Germany  
Phone number: +49 800 5330012

### **9.2. Contact for customer support**

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

### **9.3. Data protection enquiries**

For contact details for data protection enquiries 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 at <https://connect.kia.com/eu/downloads>.

### **9.4. Dispute resolution**

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

## **10. 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 4).

### **10.1. RIGHT OF WITHDRAWAL**

You have the right to withdraw from this contract within 14 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 send you an acknowledgement of receipt of such a withdrawal via 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.

#### **10.2. 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.

#### **10.3. 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:

**10.3.1.** In the case of a contract which does not oblige you to pay a fee, if Kia has commenced the performance of the contract;

**10.3.2.** In the case of a contract which obliges you to pay a fee, if

1. Kia has commenced 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 item (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 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB").

#### **10.4. 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: [info@kia-connect.eu](mailto:info@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.

#### **11. STATUTORY LIABILITY FOR DEFECTS**

If you are a consumer, you have the statutory rights with respect to liability for defects for the goods or the digital products as well as any additional rights defined in these Terms of Use.

The statutory rights with respect to liability for defects 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 until 12 months have elapsed following the end of the supply period.

## **12. LIABILITY**

**12.1.** 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 of the German Civil Code (Bürgerliches Gesetzbuch, "BGB"), or other strict liability as well as claims under the Product Liability Act (Produkthaftungsgesetz) or in case of injury to life, body or health.

**12.2.** In the event of simple negligence, unless section 12.1 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, this is 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.

**12.3.** You are obliged to make reasonable efforts to prevent and minimize damage.

**12.4.** 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").

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

**12.6.** HERE Europe B.V. is not liable for the use of camera / danger zone alerts prohibited under section 23 para. 1c StVO.

These Terms of Use may be amended by the laws in your country of residence. For details of possible deviations, please visit the respective link provided.