

Terms & Conditions for the access and use of the Business Solutions

(the "Terms of Use")

This Agreement is entered into by and between Kia Connect GmbH, a company duly established under the laws of Germany, registered in the commercial register of the Local Court of Frankfurt am Main under HRB 112541 whose registered office is at Theodor-Heuss-Allee 11, 60486 Frankfurt am Main ("KCE", "we", "us") and one or more business customers (each individually and collectively referred to as the "Customer", "you") being companies or other legal entities solely acting as a business capacity.

KCE and the Customer, jointly as the "**Parties**" and individually as the "**Party**".

1. General Terms

- 1.1. The following terms of use (hereinafter "**Terms of Use**") govern access to and use of the Business Solutions platform (hereinafter "**B2B Portal**") provided by KCE offering an overview and access of various fleet management applications and services.
- 1.2. The B2B Portal offers the Customer secure and standardized overview of and access to various fleet management applications and services (hereinafter "**Services**" as defined in Section 4) made available to them by KCE. Please note that specific Services might be subject to separate terms of use.
- 1.3. These Terms of Use govern the Customer's use of the B2B Portal within the scope of their business relationship with KCE or its Affiliates. Any terms and conditions proposed by the Customer that deviate from or supplement these Terms of Use shall not apply, unless expressly accepted in writing by KCE.
- 1.4. KCE reserves the right to change these Terms of Use unilaterally at any time with future effect.

2. Access and Registration

- 2.1. Access to the B2B Portal is provided online via <https://kia.com/uk/business/business-solutions/> . It is the responsibility of the Customer to ensure that a stable and sufficient internet connection is available for proper use of the B2B Portal.
- 2.2. KCE grants access to the B2B Portal to the Customer for registered users with an active Kia Account subscription only. For Kia Account, separate terms of use apply.

3. Obligations of the Parties

3.1. *Obligation of KCE*

- 3.1.1. KCE is obliged to perform the Services in accordance with these Terms of use and in compliance with all applicable legal requirements.
- 3.1.2. KCE reserves the right to add, delete, modify, change, discontinue or limit the Services or the features, functionality, performance or other aspects of them from time to time as we determine in our sole discretion. We will use commercially reasonable efforts to advise you of any change of the Services or features, functionality, performance or other aspects of the Products via the agreed communication method.

3.2. *Obligation of the Customer*

It is the Customer's sole responsibility:

- 3.2.1. To comply with this Terms of User and applicable laws;
- 3.2.2. To assess whether it can reasonably and legally make use of the Services provided by KCE in its place of business;

3.2.3. to provide correct and complete information;

3.2.4. keep all user identifications and passwords (“Login Credentials”) secure and promptly notify KCE in case Customer believes the security of Login Credentials has been compromised, or of unauthorized use. In this case we reserve the right to terminate or suspend Customer’s access to the Service and contact Customer to advise of this decision.

3.2.5. All obligations to be provided by the Customer are a prerequisite for KCE to provide Services and Goods in accordance with the Agreement. If the Customer does not fulfill these obligations or does not fulfill them in a timely manner, any resulting increases in fees or postponements will be borne by the Customer.

3.2.6. when granting access to the Services to third parties, such as its employees, to make sure that such third parties are bound to similar terms and conditions as set forth in this Terms of Use.

3.3. *Customer Restrictions*

The Customer shall not permit nor encourage any others to:

3.3.1. except as expressly stated by applicable law, modify, translate, reverse engineer, decompile, disassemble or create derivative works from the Services;

3.3.2. except as expressly set out herein or with our prior written consent, modify, monitor or interfere in any manner with the delivery of the Services which involve the transmission or receipt of data;

3.3.3. upload, transmit, execute, or make available any software or information, including data, through the B2B Portal that it is not authorized to use or that could impair or damage the technical infrastructure, software, or data of KCE or third parties. The Customer is also prohibited from engaging in any behavior that violates public decency, infringes intellectual property rights, copyrights, or other rights of KCE or third parties, or otherwise breaches applicable law.

3.3.4. Any activities intended to disrupt or impair the functionality of the B2B Portal are strictly prohibited. The Customer shall refrain from taking any action that could place an unreasonable or excessive load on KCE’s systems.

3.4. KCE is entitled to block the Customer’s access to the B2B Portal or their personnel’s access in whole or in part, as well as temporarily or permanently in the event of violation of material obligation of these Terms of Use by the Customer, including the termination of the Data Protection Addendum contained in Annex 1 – Data Protection to this Terms of Use, or security incidents.

4. Scope of Services

KCE provides access to the B2B Portal, subject to availability (see Section 6 for details). Through the B2B Portal, KCE provides the Customer the possibility to register and monitor the registered vehicles, manage its fleet, purchase solutions and associate the purchased solution with a VIN.

5. Rights of Use

5.1. The Customer’s main account is considered an administrator account. The Customer may grant its personnel authorization to use and access the protected areas of the B2B Portal only to the extent necessary for their respective tasks and only to the extent permitted by other contractual agreements. The Customer will have the opportunity to create user accounts for their personnel with various levels of access, subject to an individual Kia Account per user:

5.1.1. Fleet manager – for users managing the Customer’s fleet, allowing them to e.g. have a full overview of vehicles in the fleet, adding new vehicles or removing existing vehicles from the fleet;

5.1.2. Fleet driver – for users driving a vehicle within a fleet, allowing them to e.g. access information related to their company vehicle, available contracts and services.

5.2. The Customer’s right to use the B2B Portal, including all data and documents made available by KCE, is non-exclusive, non-sublicensable, and non-transferable. This right of use is granted solely to the Customer and/or their authorized personnel. The use of the B2B Portal and its contents is strictly limited to purposes directly related to the management of Customer’s fleet.

5.3. The provision and use of the B2B Portal is free of charge for the Customer. Any costs incurred by the Customer in connection with the use of the B2B Portal, particularly those related to the procurement and maintenance of the necessary hardware, software, and internet access, shall be borne solely by the Customer. Access and use of specific Services might be subject to additional charges.

5.4. KCE as the Service provider (“**Service provider**”) is granted a non-exclusive license by the Customer to collect, use, and process the Customer’s data solely for the purpose of providing the Services under this Agreement and under applicable law. Such processing shall be carried out in accordance with all applicable data protection laws and regulations, including but not limited to, GDPR. Subject to our Privacy Notice, Customer’s data will also be used to maintain and improve our Services. In furtherance of such purposes, based on certain non-position data elements in Customer’s vehicle database (such vehicle VIN), from time to time in certain jurisdictions we may query, on a confidential basis, databases maintained by reputable third party providers for additional information. We, or our Service provider, will comply, store and use aggregated data and system usage information to monitor and improve the Service and for the creation of new Services. The aggregated data that we use in this manner is no longer associated with a device and as such is not vehicle data. We will not attempt to disaggregate the data or re-associate it with a device without Customer’s consent or unless legally compelled to do so or unless required for safety or troubleshooting purposes

6. Support Service

6.1. KCE will put all reasonable efforts to ensure availability of the Services 24h and 7 days a week, excluding periods of scheduled maintenance, emergency maintenance (limited to urgent cases required to preserve security, system stability and data integrity) or causes resulting of force majeure (Section 16.1). KCE aims to provide continuous availability of the Services but does not guarantee uninterrupted or error-free performance.

6.2. Scheduled maintenance shall, where possible, be communicated to the Customer in advance.

6.3. KCE shall provide Customer Support services that include second-level support to the User Service Desk for end-user inquiries, as well as direct support to the Customer for operational and technical matters. Customer Support is available during business hours [08:00 am – 05:00 pm CET] during Business Days via the communications channels provided. Support includes assistance with system access, configuration, performance issues, and error resolution related to the B2B Portal.

7. Warranty

7.1. KCE makes no warranty for any delays, failures, interruptions, or damages arising from the display or use of any content, software, functions, services, materials, or information transmitted in connection with the use of the B2B Portal and/or Services.

7.2. The Customer expressly agrees that the use of the B2B Portal and/or Services is at the Customers’ sole risk and responsibility. It is the sole responsibility of each user to evaluate the accuracy, completeness, or usefulness of any information or other content available through the B2B Portal.

7.3. The B2B Portal, including all Services available through it, is provided on an "as is" basis. To the fullest extent permitted by law, KCE makes no express or implied representations or warranties of any kind regarding the content available on the B2B Portal, the operation of the platform, or the transmission of information via the platform or any linked website.

8. Liability

8.1. KCE shall only be liable in cases of intent, gross negligence, fraudulent concealment of defects, and injury to life, body, or health. Statutory liability under the German Product Liability Act (*Produkthaftungsgesetz*) remains unaffected. In all other cases, KCE's liability shall be excluded. Claims for damages against KCE shall be subject to a limitation period of one year, beginning with the start of the statutory period of limitations

8.2. KCE shall only be liable for loss of data to the extent that such loss would not have been avoidable through proper and regular data backups by the Customer in accordance with the current state of the art.

9. Subcontractors and Third Parties

9.1. KCE is entitled to grant subcontractors access to the B2B Portal to the extent necessary for its operation, maintenance, or further development.

9.2. If the Customer grants access to its own subcontractors, agents, or other third parties, the contractual arrangements with such parties must be structured in a way that ensures full compliance with these Terms of Use.

10. Data protection and Security

Each Party shall, always, comply with its respective obligations under all applicable data protection regulations in relation to all Personal Data that is processed by it while performing its obligations under this Agreement, including, without limitation, by maintaining a valid and up to date registration or notification under the data protection legislation. Insofar and to the extent, KCE is processing Personal Data on Customer's behalf and instructions, including but not limited to Customer's driver data, **Annex 1** shall be applicable.

11. Severability clause

If any provision of these Terms of Use is or becomes wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties shall agree on a valid provision that most closely reflects the economic intent of the invalid provision, unless a supplementary interpretation of the contract takes precedence or is possible.

12. Governing law, place of jurisdiction

This Agreement will be governed by the laws of Germany and the rights and obligations of the Parties hereto will be construed in all respect in accordance with German law, with exclusion. The United Nations Convention on Contracts for the International Sale of Goods will not apply. The Parties hereby irrevocably submit to the exclusive jurisdiction of the courts of Frankfurt am Main, to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

ANNEX 1 - DATA PROTECTION ADDENDUM

This data protection addendum (“**DPA**”) is included as an Annex in the B2B Customer Platform and the Pleos Kia Fleet Terms of Use (“**ToU**”) between Kia Connect GmbH, a company duly established under the laws of Germany, registered in the commercial register of the Local Court of Frankfurt am Main under HRB 112541 whose registered office is at Theodor-Heuss-Allee 11, 60486 Frankfurt am Main (“**KCE**”, “**we**”, “**us**”) and business customers of the KCE (“**Business Customer/s**”).

1. Definitions and Interpretation

1.1 In this Annex, unless the context otherwise requires:

“**Controller**” has the meaning given to it in the GDPR.

“**Data Protection Addendum**” means the terms of this Annex 1.

“**Data Protection Authority**” means a Supervisory Authority, as that term is defined in the GDPR.

“**Data Protection Impact Assessment**” means a data protection impact assessment, as described in Article 35 of the GDPR.

“**Data Protection Laws**” means: (a) the GDPR, Directive 2002/58/EC and Directive 2009/136/EC, together with any national implementing laws in any Member State of the European Union; and (b) any equivalent legislation, or legislation dealing with the same subject matter, anywhere in the world; each as applicable to a Party and each as amended, consolidated or replaced from time to time.

“**Data Subject**” has the meaning given to it in the GDPR.

“**GDPR**” means Regulation (EU) 2016/679, as amended, consolidated or replaced from time to time.

“**Personal Data**” has the meaning given to it in the GDPR.

“**Personal Data Breach**” has the meaning given to it in the GDPR.

“**Personnel**” means any current, former or prospective employee, consultant, temporary worker, agency worker, intern, other non-permanent employee, contractor, secondee or other personnel.

“**Process**”, “**Processing**” or “**Processed**” each have the meanings given to them in the GDPR.

“**Processor**” has the meaning given to it in the GDPR.

“Relevant Personal Data” means the categories of Personal Data that are set out in Schedule 1 and that are Processed under, or in connection with the provision of the Services.

“Term” has the meaning given in the ToU.

“Subprocessor” means any party engaged by KCE to Process Relevant Personal Data.

2. General

2.1 The purpose of this Data Protection Addendum is to help ensure adequate protection of Relevant Personal Data. To the extent that there is any conflict between this Data Protection Addendum and the remainder of the ToU in relation to that purpose, this Data Protection Addendum shall govern.

2.2 The Parties hereby acknowledge and agree that:

- (a) the Business Customer is a Controller and KCE is a Processor with respect to the Processing of Relevant Personal Data under, or in connection with the provision of the Services; and
- (b) KCE may Process Personal Data relating to the Authorised Users of the Business Customer where such Processing is necessary for its own legitimate purposes, including but not limited to compliance, security, direct marketing and as further set out in the B2B Customer Platform Privacy Notice [INSERT B2B CUSTOMER PLATFORM PRIVACY NOTICE URL].

3. Obligations of KCE as Processor

3.1 In addition to, and notwithstanding, any other right or obligation arising under this Data Protection Addendum or the ToU, KCE shall, in relation to its Processing of Relevant Personal Data as a Processor:

- (a) Process Relevant Personal Data: (i) to the extent necessary in connection with this Data Protection Addendum or the Services, including as described in Schedule 1 below; and (ii) in accordance with the documented instructions received from the Business Customer from time to time; except where required to Process any Personal Data by the laws of the EU or an EU Member State, in which case KCE shall inform the Business Customer in advance of such Processing, to the maximum extent permitted by applicable law. If at any point, KCE becomes unable to comply with Business Customer's instructions regarding the Processing of Relevant Personal Data (whether as a result of a change in applicable law, or a change in Business Customer's instructions, or for any other reason), KCE shall reasonably promptly:
 - (i) notify the Business Customer of such inability, providing a reasonable level of detail as to the instructions with which it cannot comply and the reasons why it cannot comply, to the greatest extent permitted by applicable law; and
 - (ii) cease all Processing of the affected Relevant Personal Data (other than merely storing and maintaining the security of the affected Relevant Personal Data) until such time as Business Customer issues new instructions with which KCE is able to comply;

- (b) take reasonable steps to ensure: (i) that Relevant Personal Data are kept confidential; (ii) the reliability and trustworthiness of KCE's Personnel and any Subprocessors; and (iii) that all relevant KCE Personnel, and any relevant Subprocessors, have committed themselves to ensuring the confidentiality of all Relevant Personal Data that they Process;
- (c) subject to Clause 4.2, implement appropriate technical and organisational measures to protect Relevant Personal Data, and take reasonable steps to ensure that such technical and organisational measures are appropriate to the particular risks that are presented by its Processing activities;
- (d) take reasonable steps to ensure that, in each instance in which it engages a Subprocessor to Process any Relevant Personal Data, it shall: (i) appoint such Subprocessors in accordance with the Business Customer's prior authorisation, subject to the provisions of Clauses 4.5 and 5.2; and (ii) use commercially reasonable efforts to enter into a binding written agreement with the Subprocessor that is materially consistent with this Data Protection Addendum with respect to the Processing of Relevant Personal Data;
- (e) at the Business Customer's request and expense, reasonably promptly provide to the Business Customer any reasonable technical and organisational assistance necessary to enable the Business Customer to respond appropriately to requests from Data Subjects to exercise their rights;
- (f) at the Business Customer's request and expense, reasonably promptly provide to the Business Customer any reasonable assistance necessary to enable the Business Customer to: (i) notify relevant breaches of the GDPR to the relevant Data Protection Authorities and/or affected Data Subjects; (ii) conduct Data Protection Impact Assessments; and (iii) obtain any necessary authorisations from Data Protection Authorities;
- (g) delete (or, at the election of the Business Customer, return) all Relevant Personal Data in KCE's possession, within sixty (60) days after the end of the Term, unless the applicable law of the European Union or an EU Member State requires otherwise;
- (h) at the Business Customer's request and expense: (i) promptly provide the Business Customer with all information reasonably necessary to enable the Business Customer to demonstrate compliance with its obligations under the GDPR, to the extent that ~~Kia~~KCE is reasonably able to provide such information; and (ii) subject always to Clause 4.3, allow for and contribute to audits, including inspections, conducted by the Business Customer or an auditor appointed by the Business Customer; and
- (i) notify the Business Customer reasonably promptly, of: (i) becoming aware of any confirmed Personal Data Breach affecting Relevant Personal Data; or (ii) receipt of any correspondence or communication from any Data Subject or Data Protection Authority regarding the Processing of Relevant Personal Data.

4. Obligations of Customer

- 4.1 The Business Customer warrants that it complies with its obligations under applicable Data Protection Laws in respect of KCE's engagement to Process any Relevant Personal Data.
- 4.2 The Business Customer acknowledges that it may request a copy of the security measures implemented by KCE and hereby confirms that these measures are sufficient for the purposes of Processing the Relevant Personal Data.
- 4.3 The Business Customer shall solely exercise its audit right set out in Clause 3.1(h)(ii) by instructing KCE to provide a copy of *the annual security audit reports that KCE produces in the ordinary course of business (e.g., SOCII, ISO27001, etc.)*. If the Business Customer desires to change this instruction regarding exercising its audit right, then the Business Customer has the right to request that from KCE, which request shall be in writing [, which shall also include electronic mail for the purpose of this Clause 4.3]. Upon receipt of such request in writing, KCE shall be entitled to terminate this Data Protection Addendum without fault, penalty or liability of any kind, and without prejudice to any rights that KCE may have under this Data Protection Addendum.
- 4.4 The Business Customer shall not, whether through action or omission, place KCE in breach of any Data Protection Laws.
- 4.5 For the purposes of Clause 3.1(d), the Business Customer hereby grants KCE a general authorisation to engage Subprocessors in connection with the Processing of Relevant Personal Data under this Data Protection Addendum, provided that KCE grants the Business Customer at least [fourteen (14)] days' prior notice of the appointment of each such Subprocessor, during which time the Business Customer may object to such appointment subject to the provisions of Clause 5.2. If KCE does not receive any objection from the Business Customer within that [fourteen (14)] day notice period, KCE shall be entitled to instruct the relevant Subprocessor to proceed with the Processing of Relevant Personal Data. The list of Subprocessors engaged by KCE at the time of the Effective Date is set out in Schedule 2.

5. Termination

- 5.1 This Data Protection Addendum shall terminate automatically upon the termination or expiry of the ToU. Notwithstanding termination of this Data Protection Addendum, nor any other provision of this Data Protection Addendum or the ToU, KCE's obligations under Clauses 3 and this Clause 5 shall continue in full force and effect for the duration of the period in which KCE Processes any Relevant Personal Data as a Processor.
- 5.2 If KCE receives an objection from the Business Customer under Clause 4.5, then notwithstanding any other provision of this Data Protection Addendum:
 - (a) KCE shall be entitled to terminate this Data Protection Addendum at any time thereafter, immediately upon written notice (which shall also include electronic mail for the purpose of this Clause 5.2), without fault or liability of any kind; and
 - (b) any such termination shall be without prejudice to any rights or remedies that KCE may have accrued under, or in connection with, this Data Protection Addendum.

Schedule 1 – Data Processing Activities

Scope of Processing activities

KCE's fulfilment of its obligations under the ToU will involve the following Processing activities:

- provision of the Services;
- error correction and detection.

Duration of the Processing

The Processing of Relevant Personal Data shall continue for the duration of the Term, plus any additional periods explicitly permitted or required under: (i) this Data Protection Addendum; or (ii) applicable law.

Data subjects

The Relevant Personal Data concern the following categories of Data Subjects:

- authorised users of the Services;
- Business Customer Personnel.

Categories of Relevant Personal Data

The following Relevant Personal Data may be Processed by KCE:

- username;
- password;
- business email address;
- salutations;
- first name and last name;
- role at Business Customer;
- user status;
- country;
- Unique User Identifier (UUID);
- mobile phone number;
- preferred language settings;
- communication data;

- information about and relationship with Business Customer.

Data Processing operations

The Purposes for which the Relevant Personal Data are Processed are as follows:

- provision of the Services;
- providing customer support, and responding to inquiries and claims;
- providing Business Customer and its users with information regarding the Services;
- notifying Business Customer and its users of any other important information regarding the Services;
- sharing of Relevant Personal Data with providers of services activated by or on behalf of Business Customer via the B2B Customer Platform.

Schedule 2–List of Subprocessors

Name and Legal Form	Address and Contact Details	Description of Relevant Processing Activity	Location of Processing
Geotab Inc.	2440 Winston Park Drive Oakville, Ontario L6H 7V2, Canada	White label solutions FMS (Web and App), 3rd level support	Canada, EU
MHP GmbH	Königsallee 49 71638 Ludwigsburg, Germany	Technical Support	EU
Exxeta AG	Taunusanlage 17, 60325 Frankfurt am Main, Germany	Maintenance, Implementation, development	EU
Hyundai AutoEver Europe GmbH	Kaiserleistraße 8A, 63067 Offenbach am Main, Germany	Technical Support	EU
Moove Connected Mobility GmbH	Prinzenallee, 40549 Düsseldorf, Germany	Customer Support	EU
Customer's National Sales Company		Provision of B2B Portal	EU
Bosch Service Solutions GmbH	Mainzer Landstrasse 193, 60326 Frankfurt am Main, Germany	Customer Support	EU

