

Kia I Pleos Fleet Driver App

Terms of use

Last updated: Nov. 17th, 2025

Please read this Terms of Use (“Agreement”) carefully before installing or using the App.

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 as well as assigned Customer personnel.

1. Scope

This Agreement governs the installation and use of the Kia I Pleos Fleet Driver App (“**App**”). The App is a whitelabel fleet-management application based on the Geotab Drive platform. It allows authorized users, based on their specific role as Fleet Manager or Fleet Driver, to download, install and use the App with certain services, such as Car management, Dashboard, Route Information, Logbook, Vehicle status, Charging session overview, EV Pol integration, Charging contract view, Driver safety features (Dongle necessary) and Messaging

The App is made available to you by KCE for business use in connection with your fleet operations.

2. License Grant

2.1 Subject to this Agreement and your continuing compliance, KCE grants you a non-exclusive, revocable, non-transferable, non-sublicensable right to install and use the App on mobile devices of your authorised users for your internal business fleet-management purposes only.

2.2 The license is conditioned upon your organisation maintaining valid subscription/authorization from KCE (or as permitted) and strictly using the App in accordance with this Agreement and underlying Geotab/KCE terms.

2.3 The App is licensed, not sold, and all rights not expressly granted are reserved by KCE and its KCEs, including Geotab.

3. Use Restrictions

You must not:

- copy, modify, translate, adapt, reverse engineer, decompile, disassemble or derive source code from the App;
- distribute, license, lease, sell, rent, sublicense, assign, or transfer the App or your rights, unless expressly permitted by KCE and consistent with the underlying Geotab licence;
- use the App in connection with third-party services except as authorised;
- remove or alter proprietary notices, marks or logos in the App;
- use the App in any manner that violates law, regulation or third-party rights (including data-protection, employment, vehicle-tracking laws) or in systems requiring fail-safe or life-support functionality as restricted by Geotab's underlying terms;
- circumvent or disable any technological protection or usage limitation built into the App or underlying services.

4. Third-Party & Underlying Platform Terms

4.1 The App leverages the Geotab platform and associated services. Your use of the App is subject to Geotab's End User Agreement (EUA) and any relevant third-party provider terms (e.g., mapping services, wireless network terms). You agree to abide by such underlying terms, available at

<https://docs.google.com/document/d/1nPBaf1qCTBWJaMOZ8paLoB8eawrHlkNQzieEjbApCEQ/edit>

4.2 If there is any conflict between this Agreement and the underlying Geotab/third-party terms, then the underlying terms shall control to the extent required by the KCE relationship.

5. Data Processing & Protection

5.1 You retain ownership of data input or generated via the App ("**Your Data**"). KCE (and underlying service providers) act under your instructions, where applicable, in accordance with GDPR (Regulation (EU) 2016/679) and local data-protection laws.

5.2 You act as data controller (or joint controller) for personal data processed via the App; KCE and underlying providers act as data processor (or sub-processor) as applicable. In case of a managed data processing, a Data Processing Agreement has been concluded accordingly and can be retrieved from KCE.

5.3 KCE will implement appropriate technical & organisational measures to protect your data (in line with Article 32 GDPR). Any transfers outside the EEA will be subject to lawful basis and safeguards (e.g., Standard Contractual Clauses).

5.4 KCE will assist you reasonably in responding to data-subject rights, breach notifications, and maintaining compliance (Articles 12-23, 33-34 GDPR).

5.5 Upon termination, KCE will, at your option, return or securely delete your personal data and remove any copies unless otherwise required by law.

5.6 You agree that your use of the App may also involve underlying Geotab/third-party provider data processing; you should review the applicable data-processing addendum or policy for those providers.

6. Updates and Maintenance

6.1 KCE (or underlying service provider) may provide updates, patches, upgrades or improvements to the App automatically or require you to adopt a new version. Continued use after update constitutes acceptance of updated terms.

6.2 KCE is not obligated to provide free technical support unless separately agreed. You are responsible for ensuring your devices, network, software prerequisites meet the requirements for the App.

7. Intellectual Property Rights

All intellectual property rights (copyrights, trademarks, service marks, trade secrets, patents, database rights) in the App, the underlying platform, documentation and any updates are and remain owned by KCE or its KCEs (including Geotab). You acquire no ownership rights other than the rights expressly granted in this Agreement.

8. Warranty, Disclaimer & Limitation of Liability

8.1 Warranty: KCE warrants that it is authorised to grant the licence described in Section 2.

8.2 Disclaimer: Except for the warranty in 8.1, the App is provided “as is” and “as available,” and to the maximum extent permitted by applicable law, KCE disclaims all other warranties, whether express, implied or statutory (including fitness for a particular purpose, non-infringement).

8.3 Limitation of Liability: To the maximum extent permitted by law: (a) KCE’s total liability under this Agreement shall not exceed the fees paid by you in the prior [12] months for the App; and (b) KCE shall not be liable for any indirect, incidental, special or consequential damages (including loss of profit, loss of data, business interruption). Nothing limits liability for death or personal injury caused by KCE’s negligence, wilful misconduct, or any liability that cannot be excluded by law.

9. Term and Termination

9.1 This Agreement becomes effective when you click “I Agree,” install or use the App and continues until terminated.

9.2 You may terminate by uninstalling and ceasing use of the App.

9.3 KCE may terminate immediately if you breach a material term and fail to cure within 15 days of notice.

9.4 Upon termination: (i) licence rights cease; (ii) you must uninstall/cease using the App; (iii) you must destroy or return copies if required; (iv) Sections 3, 4, 5, 7, 8, 10 and 11 survive.

10. Governing Law & Jurisdiction

This Agreement shall be governed by the laws of Germany, excluding its conflict-of-law rules. The courts of Frankfurt am Main shall have exclusive jurisdiction, unless mandatory law provides otherwise.

If you are subject to Geotab's EUA which provides another jurisdiction (e.g., Ontario, Canada) you shall also comply with that where required.

11. Amendment

KCE may modify this Agreement at any time. Notice will be given (in-app, email or other).

Continued use of the App after the effective date of changes means you accept them. If you do not agree, you must uninstall the App.

For material changes (e.g., data-protection terms, liability) you will be given prominent notice and may be required to explicitly assent.

12. Miscellaneous

a) Entire Agreement – this Agreement (together with any referenced underlying Geotab/third-party terms and the Data Processing Addendum) constitutes the full agreement between you and KCE concerning the App, superseding prior arrangements.

b) Severability – if any provision is invalid/unenforceable, the remaining provisions remain in force and the parties will replace invalid provision with a valid one of similar intent.

c) Waiver – failure to enforce a right does not constitute waiver of it.

d) Assignment – you may not assign or transfer your rights or obligations under this Agreement without KCE's prior written consent; KCE may assign to an affiliate or as part of a sale/merger.

e) Notices – notices shall be in writing and delivered via in-app message, email or address set out by KCE.