

## Kia Charge Business Terms of Service

These terms of service ("**Terms**") comprise terms and conditions for the specific service in the digital environment ("**Products & Services**") as well as the General Terms and Conditions of Kia Connect GmbH Theodor-Heuss-Allee 11, 60486 Frankfurt, Germany ("**Kia Connect**", "**we**" or "**us**").

These Terms apply exclusively to the use of publicly accessible AC and DC charging points, as defined under the Alternative Fuel Infrastructure Regulation (AFIR), through the utilization of our charging service for B2B customers, including charging points located in Switzerland, Norway, and the United Kingdom.

Our mutual rights and obligations regarding the relevant Products and Services as well as other useful information about our relationship with you as a business entity ("**Customer**", "**you**") are stated below.

If you are a consumer, please refer to the Terms of service for B2C customers. If you ~~enter~~enter ~~into~~ a contract on behalf of a company, you declare that you are duly authorized to legally bind the company to ~~this~~these Terms. The use of the term "Customer" in these Terms shall include the plural and words denoting persons shall include corporate and unincorporated associations of persons.

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.

### Charging Terms

#### 1. Scope of Services – only available to B2B Customers

1.1 Subject to these Terms, Kia Connect provides you with information services and technology for accessing the European public charging infrastructure for electric and plug-in electric hybrid vehicles of the Kia brand ("**Charging Service**"). The Customer can obtain more information on the Charging Service and technical details, on its use and availability via the charging section on the Kia Homepage [<https://connect.kia.com/eu/business/legal/kia-charge/>] or the Kia App. The prerequisite for the use of the Charging Service is a customer account via Kia Account. Kia Account data can be corrected or updated at a later date in the Charging Service Customer Area or through customer services.

1.2. Kia Connect works in cooperation with operators of charging points ("**Charging Point Operators - CPO**"), which the Customer may use within the scope of the Charging Service. Kia Connect does not operate the charging points and has no influence on their availability or capabilities. The CPO's charging points are displayed on the Charging Service Website, in the Kia App as well as via other channels (hereinafter "**Front Ends**" as provided under Section 2).

1.4. The scope of the Charging Service comprises for all users

a) the conclusion of a subscription to access and use the CPO's charging points within the scope of this Agreement ("**Charging Package**"). The details of your Charging Package are available on Front Ends.

b) the display of the CPO's charging points (in the form of static information) and certain information concerning the use of these Charging Service Partner charging points (such as availability and prices in the form of dynamic information) in the Front Ends. This information is subject to the limitations set out in section 5.4..

c) granting access to CPO's charging points following authentication (cf. section 6.1) as well as invoicing depending on your Charging Package.

d) contract management through different Front Ends

1.5. The use of the Charging Service is made available exclusively within Switzerland (CH), the United Kingdom (UK) and the European Economic Area (EEA) excluding Romania, Slovenia, Bulgaria, Iceland, Cyprus and Malta. For the avoidance of doubt, this excludes all overseas territories and dependencies of any state of the EEA or the United Kingdom as well.

## 2. Front Ends

The Charging Services comprise the following access points:

2.1 Kia App (B2B Mode): The Kia App can be downloaded from both the Apple App Store and the Google Play Store and offers the following charging relevant functionalities: (1) Charging point search incl. navigation, (2) Real-time availability of charging point status data: available, occupied, out of order, unknown, (3) Charging point details, detailed price information, (4) Start / Stop of charging sessions, (5) Session history, (6) Connected Car integration (depending on EV capabilities) and (7) Push notifications for session start-/stop and status. For the use of the Kia App, the registration of a Kia Account is necessary. Separate terms and conditions may apply to the use of the Kia App.

2.2 Kia Business Solution: Business users will be able to monitor and administrate fleet vehicles through Kia's Business Solution portal (initial registration necessary)

Commented [EH1]: for B2C: Session based invoice + Monthly invoice for subscription fees in case they apply  
For B2B: Currently planned monthly invoice for everything

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### 2.3 Kia Charge Token:

a) The use of the Charging Service requires an activated charging token as a personal identifier to access public charging. A customer will automatically receive a digital token when registering for Kia Charging Service which can be used to start and stop charging via Kia App. A login with the user's login details is required for authentication with the Kia App. Kia Connect reserves the right to replace the Kia Charging App with another functionally equivalent app of its own or operated by a third party.

b) Additionally, a customer can use a physical token in form of an RFID card or Key Fob, which will be either delivered with the vehicle or can be ordered online in the respective Front End. Shipping is only possible to addresses within the European Union, United Kingdom, Norway and Switzerland. Once received, the Customer must assign the physical token to their account to activate it. Kia Connect remains the owner of the Charging Token. The Customer must keep the Charging Token in a safe place. The Customer must notify Kia Connect immediately of any loss or theft of the Charging Token via customer service to have the charging card deactivated. The issuance of a replacement card is subject to additional costs for the customer (see price information on the Charging Service tariff page).

### 2.4 Charging Points

a) You can start a charging process at the charging points that are available through the Service using the physical or digital token. The charging session will then be activated, provided the charging point is functional. The availability of charging points is subject to change. b) As we use various charging ~~pointstation~~-operators who are responsible for (i) ensuring the operation and maintenance of their charging points; and (ii) providing accurate information in respect of their charging points, Kia Connect ~~cannot~~does not guarantee the functionality or availability of the charging points or the accuracy of such information. We will, however, act with due care in compiling and showing the relevant information to the users ~~in~~of the Service.

c) The payment function of the application, as well as the charging key/card, operates only within the Kia Charge network.

## 3. Contract conclusion and ordering

3.1. Kia Charging Services can be ordered via the respective Front Ends, subject to availability for business customers whereas the details of the services and prices provided ~~are depending~~depend on the Customer's region and the Charging Package chosen. A charging contract is limited to a single Kia vehicle, therefore a registration of the specific vehicle through the vehicle's VIN is required. The Charging Service agreement comes into effect upon

completion of the order process, the latest by Kia Connect activating your Charging Token. The content of the charging contract is stored by Kia Connect and can be retrieved or saved by the Customer in the Kia Charge Business Login Area in the respective Front End after ~~conclusion~~the conclusion of the contract.

3.2. The provisions of these Terms, including the agreed tariffs, shall also apply to individual charging sessions at the charging point.

3.3. By providing a functional charging stationpoint, Kia Connect makes an offer to the Customer to conclude a charging session, the content of which is governed by these Kia Charge Terms and Conditions and the tariff agreed with the customer. The customer accepts Kia Connect's offer to conclude a one-time charging session by physically connecting the vehicle to the charging stationpoint (inserting the plug into the vehicle's charging socket) and initiating the charging process after authentication via the physical charging token, the Kia App (or a comparable app), or Plug and Charge. The prices valid at the time of conclusion will be displayed to the customer via the App. For the avoidance of doubt, the tariff agreed with the Customer shall be decisive for the price, and the price displayed to the Customer during an individual charging session shall not result in any modification of the agreed tariff. There is no right of withdrawal for an individual charging session.

#### **4. Term and Termination**

4.1. The term of your subscription, renewal options as well as the notice period is depending on your Charging Package, details are provided in the respective Front End.

4.2. The right to terminate without notice for good cause remains unaffected, if Customer fails to observe or perform any material term or condition hereof, including in any event non-payment, and such default or breach (if capable of remedy) shall not be remedied within 20 calendar days after notice in writing, specifying the breach and requiring the same to be remedied, has been given.

4.3. The termination shall have immediate effect in case where Customer's non-compliance with these terms or applicable law imposes an imminent threat to the charging infrastructure or the security or integrity of the Charging Services.

#### **5. Use and availability of the Charging Service**

5.1. Kia Connect shall provide the Charging Service in the countries displayed in Section 1.5 in accordance with the provisions for international roaming in Section 10.

5.2. The Customer has no claim to availability (operability, availability of electricity, full charging) of or access to specific charging points. We accept no liability for the availability of infrastructure, such as charging points, that are not directly operated or controlled by Kia Connect.

5.3. The prices displayed to the Customer in Front Ends are binding (cf. section 5.4.). In contrast, the static and other dynamic information displayed via Front Ends (cf. section 2) is displayed without guarantee. In particular, the Customer acknowledges that this information is provided by third parties (e.g. the CPOs) and information about the availability of a particular CPO's charging point may, by its nature, change at very short notice. Notwithstanding this, Kia Connect regularly verifies the up-to-date nature on a sample basis and carries out regular quality checks in order to constantly improve the service. The up-to-date nature of the data is also dependent on the reception and transmission range of the mobile phone masts operated by the respective network operator and can be affected by atmospheric conditions, topographical conditions, vehicle position as well as obstacles (e.g. bridges and buildings).

5.4. The usage-based charges for a charging session may vary at the individual charging points in accordance with the applicable tariff (cf. section 7). In this tariff system, the customer – after logging in with their login details – is shown the respective prices valid at the charging point in the Charging App. Pursuant to section 5.3., sentence 1, Kia Connect warrants the accuracy of the prices displayed.

5.5. The Charging Service offered under these ~~general terms and conditions~~ Terms may only be used for charging the Kia brand vehicle specified by entering the VIN as part of the registration process.

5.6. The Customer shall not and shall not allow persons not affiliated to ~~these~~ Terms (“**Third-Parties**”) to make use of the Charging Services contrary to these Terms, in particular, but not limited to:

- (1) commercially re-distribute, sell, lease or otherwise make the Charging Services available;
- (2) use the Charging Service for illegal purposes;
- (3) use charging cables or other accessories that (i) are not certified in accordance with applicable regulations (e.g. CE certification), (ii) are not approved for the respective vehicle or charge point according to the information posted there or (iii) are damaged;
- (4) use the Charging Service or any charging station in any way that interrupts, impairs or damages the charging station or its network;

(5) use charge points that display an error message or have obvious defects or damages, and

(6) Customers to share multiple vehicles under one charging package and/or have more than one active charging session one charging contract at the same time.

5.8. The Customer shall be liable for any culpable damages arising from the misuse or improper use of the Charging Card or the Charging App as a means of authentication or by misuse of or improper charging events in accordance with applicable law as well as misuse of a charging package in accordance with Section 5.6 (6).

5.9. The Customer shall and shall make Third-Parties strictly comply with the manuals for the vehicle to be charged and for any accessories used (e.g. charging cable), as well as any terms and conditions of use of CPOs displayed at the charge point regarding the use of the charge point. Kia Connect is not liable in the case whereby the defect or damage is caused by a defect in the electric vehicle and/or the used tools.

## **6. Your Liability for Unauthorized Use of Service**

6.1 You are obligated to immediately notify Kia Connect if you believe that your account or authentication methods have been used by an unauthorized person or in an unauthorized manner.

6.2 In the event of the loss of your physical token or the mobile phone having the application operated by Kia Connect on it, you shall immediately notify Kia Connect. If you do not give such notification and the physical token or the mobile phone in question remains in illegitimate use, Kia Connect reserves the right to claim all incurred losses as damage from you.

6.3 Kia Connect will block the charging token following receipt of notification of its loss or theft and such blocked charging token cannot be reactivated. You will, however, be able to place an order for a new charging token with Kia Connect, according to the then-applicable terms and conditions.

## **7. Charging event and authentication; maximum charging and parking time; disruptions**

7.1. Authentication at the Charging Service Partners' charging points is generally completed through the Charging Card and the Charging App. At some charging points, authentication is also or exclusively possible through one of these methods. For each charging point, the available authentication options are displayed in the Charging App or on the Charging Service Website.

7.2. A connection to a charging ~~station~~point must not exceed the maximum charging and parking time applicable to your selected ~~cCharging~~ pPoint. The Customer shall vacate a charging point or corresponding public parking space as soon as the charging event has been completed (cf. section 7.4.) or the maximum permissible parking time has been reached, otherwise additional time based blocking (occupancy fees) fees may apply. These fees are displayed in Kia App for every ~~cCharging~~ pPoint. Road traffic regulations remain unaffected.

7.3. The Customer is aware that disruptions to the charging points may occur for reasons of force majeure, including strikes, lockouts and official orders, as well as due to technical and other measures that may be required at the facilities for proper operation or improvement of the services (e.g. maintenance, repairs, system-related software updates). Disruptions can also result from short-term capacity bottlenecks due to load peaks.

7.4. To the extent that disruptions and/or anomalies in the supply of electricity are the result of a disruption of grid operations, including the grid connection, Kia Connect shall be released from its service obligations. This shall not apply, however, where Kia Connect interrupts the supply without justification.

7.5. 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.

## **8. Fees; pricing**

**Depending on your charging preference, the following pricing model applies:**

8.1. Plug & Charge: All applicable prices of the charging service are valid inclusive of VAT and are indicated on the Service before the start of the charging process. Initial prices may be displayed as fees per kWh of energy, fees per time of parking of an electric vehicle at the charging station, charging session starting fees, as well as any other, indicated initial fees, in accordance to AFIR regulation. You acknowledge that the final price of the charging service is strictly dependent on your use, for example on time and duration of charging, kWh value of consumed energy, and is, therefore, not always automatically provided before the start of the charging process.

8.2. Subscription Model: the applicable price (as stated above in 8.1.) is shown at the conclusion of the Charging Services subscription via the Front End. For the term of your subscription and subject to your compliance with the terms of the Agreement, this price remains valid.

## **9. Transactions and payment terms**

9.1. Business customers receive a consolidated monthly invoice for all charging sessions of their fleet and/or employees. This invoice is issued to the fleet manager.

9.2. The Customers can access their monthly invoices online via the Charging Service customer area on the respective Front End. The monthly billing period starts from the ~~date of the conclusion~~date of the contract. The invoice shows a list of all monthly costs based on the selected pricing model as well as an itemized list of the charging events in the respective billing period with date, location and duration. The customer is notified by e-mail when a new invoice is available.

9.3. The costs incurred per accounting month are due upon receipt of the invoice within 14 business days and debited from the payment method that the Customer has entered in the Charging Service customer area. Kia Connect endeavors to invoice for charging events in the following month but cannot guarantee this (e.g. due to late invoices from charging service partners to Kia Connect).

9.4. The Customer may only offset Kia Connect's claims if the Customer's counterclaim is undisputed, is based on a withdrawal from this Agreement or if there is a legally binding title. The Customer may only withhold payments if this is based on valid claims arising from the contract.

9.5. In the event of a default in payment by the Customer, Kia Connect shall be entitled to block the Customer's use of the Charging Service. This shall not apply if only a relatively minor part of the consideration owed by the Customer is outstanding (less than 20% of the amount outstanding).

## **10. International Roaming**

The customer may also use Kia Connect's services in countries other than the Customer's home country on the basis of the Charging Service Contract. The current list of countries for the Charging Service can be viewed on the Charging Service Website.

## **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. Contact Details**

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

Kia Connect GmbH

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

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

Phone number: +49 800 5330012

### **2.2. Contact for customer support**

For customer support, please visit our contact form or contact us via e-mail:

<https://connect.kia.com/eu/customer-support/contact-form/> and [info@kia-connect.eu](mailto:info@kia-connect.eu)

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

#### **3.1. General obligations**

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

#### **3.2. 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 5.

### **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).

**4.3.** Should you provide us with personal data referring to a third-party, such as other user/driver, you warrant this personal data has been obtained and transferred based compliant to applicable law.

**4.4.** If we process personal information on your behalf and based on your instructions, our Data Processing Agreement is applicable.

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

#### **5.1. 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.

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, fraud or damage.

## **5.2. 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, in the Head Unit or on the Charging Service Website.

If you do not accept the proposed new Terms, we reserve the right to terminate the agreement with 2 weeks' notice.

## **6. MISCELLANEOUS**

**6.1.** 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.

**6.2.** 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.

**6.3.** 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 or confirmation in the Head Unit). This requirement for the written form can itself only be overruled in writing.

**6.4.** 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 and thereby the right to use the Services at any time as stipulated in Section 4 of the Charging Terms.

## **7. CUSTOMER SERVICE / COMPLAINTS**

**7.1.** If you have any questions or complaints, you may use the contact details set out in Section 2 of the general Terms.

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

## **8. 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.

## **9. LIABILITY**

**9.1.** 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.

**9.2.** In the event of simple negligence, unless section 9.1 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.

**9.3.** Towards business users, the limitation period for claims due to damages caused by simple negligence is —regardless of the legal basis— limited to one (1) year.

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

## **10. Applicable law and venue**

**10.1.** German law shall apply to the business relationship, unless mandatory statutory provisions dictate otherwise. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

**10.2.** If the Customer is a merchant, a legal entity under public law, or a special fund under public law, Kia Connect may bring legal action at its general place of jurisdiction and may only be sued at this place of jurisdiction. Mandatory statutory provisions on exclusive places of jurisdiction remain unaffected by this provision.