

# KIA SMART CHARGE

## TERMS OF USE

Version: November 2023

### 1. SCOPE OF THESE TERMS OF USE, CONTRACTING PARTIES

#### 1.1 Overview

Use of our Kia Smart Charging services ("**Smart Charging**" or "**Services**") are subject to these Kia Smart Charging Terms of Use ("**Terms**" or "**Agreement**"). You can download and review the latest version of these Terms at any time at <https://connect.kia.com/eu/downloads-smartcharging/>.

#### 1.2 Contracting Parties

The Services are provided by Kia Connect GmbH, registered under the registration number HRB 112541, Theodor-Heuss-Allee 11, 60486 Frankfurt am Main, email: info@kia-connect.eu ("**Kia**", "**we**", "**us**", or "**our**"). The Services are provided by us to the respective user of the Services ("**User**", or "**you**").

#### 1.3 Scope of these Terms of Use

These Terms only govern the provision of the Kia Smart Charging Services.

The purchase agreement for the vehicle, the contract with your respective electric energy supplier as well as the contracts on the provision and use of Kia Connect, the Kia Account and of Kia Pay are legally separate business transactions and agreements.

The performance of either of the agreements shall have no implications on the respective other agreements.

The use of the Services via the Kia Smart Charging app (the "**App**") requires internet access or other telecommunications services on your mobile device running the App (see also section 3 on prerequisites for the use of the Services). These Terms of Use do not apply to the telecommunications services required to use the Services via the App. These telecommunications services are subject to a separate agreement (including charges) with the provider of your telecommunications services.

## 2. CONTACT DETAILS

### 2.1 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)

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

Phone number: +49 800 5330012

### 2.2 Contact for customer support

For customer support, please contact

Email: [thuisladen@kia-charge.nl](mailto:thuisladen@kia-charge.nl)

Phone number: +31 888 542 542

### 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 Smart Charging Privacy Notice that you can download under <https://connect.kia.com/eu/downloads-smartcharging/>.

## 3. PREREQUISITES FOR THE USE OF THE SERVICES

### 3.1 Kia Connect-enabled vehicle

You can use the Services only with Kia's fully electric (EV) and plug-in hybrid electric (PHEV) vehicles (the "**Vehicles**" or the "**Vehicle**") and only if the Vehicle's infotainment and connectivity system (the "**Head Unit**") is Kia Connect-enabled, i.e. technically capable of connecting to the Kia Connect back-end. This depends on the model, model year and trim line of your vehicle. You can find out whether your vehicle is Kia Connect-enabled by accessing the following webpage: <https://owners.kia.com/content/owners/en/uvo-availability.html>

### 3.2 Active Kia Connect subscription

Use of the Services requires that the Vehicle can be remotely controlled by the App and the underlying back-end system. This requires that you have an active Kia Connect subscription. Provision and use of Kia Connect is subject to a separate agreement between you and Kia which is governed by the Kia Connect Terms of Use.

If your Kia Connect subscription ends, you will no longer be able to benefit from the Services. In particular, charging sessions can no longer be initiated and stopped remotely and savings can no longer be calculated.

### 3.3 Kia Smart Charging App

You may use the Services via the App. Usage of the Services requires a Kia Account and you will have to connect the App with your Vehicle.

### 3.4 Internet connection

Use of the Services requires that both, the Vehicle and the mobile device running the App have unrestricted access to the internet. Furthermore, the Services can only be used if the Vehicle's Head Unit is in a "connection ready"-state. This is generally the case, unless the Vehicle has been switched off (ignition off) continuously for more than seven days.

If the Vehicle has been switched off continuously for more than seven days, a "hard reset" of the Head Unit is required to return to the "connection ready"-state and to re-enable the Services. To do this yourself, it is sufficient to hold the reset button in the Head Unit for five seconds using a pen while the Vehicle is switched on.

### 3.5 Compatible mobile device

The use of the Services (cf. section 4.1.1) requires the use of a compatible mobile device. At the time of publication of these Terms of Use, the App is available for the Android (minimum version: Android 5.0) and iOS (minimum version: iOS 13) platforms. Future updates of the App may require newer versions of the respective platforms.

### 3.6 Availability of compatible mobile communication networks

The mobile communications hardware and the corresponding SIM embedded in your Vehicle's Head Unit are only compatible with certain 4G/LTE frequencies. The availability of compatible 4G/LTE networks and of compatible frequencies depends on external service providers and varies between different geographical regions. In some areas, no compatible 4G/LTE frequencies are available. In this case, the Head Unit will fall back on 2G or 3G networks (where available) in order to provide the Services. In this case, service provision may be less responsive or interrupted due to the lower data bandwidth of the network. The Services cannot be used in areas where no compatible mobile communication network is available.

Kia is not responsible for any reduced responsiveness or interruption of the Services caused by the unavailability of compatible network connections.

### 3.7 Reachability of compatible mobile communication networks

Even where a compatible mobile communication network is generally available, performance and availability of the Services require that the respective network can be reached by the Vehicle's Head Unit. This depends on the signal quality at the current location of the vehicle. Where the signal quality is too low, the Services may be degraded or interrupted. This can in particular be the case in mountainous terrain or dense forests, in densely built-up areas or inside buildings.

Kia is not responsible for any reduced responsiveness or interruption of the Services caused by insufficient signal quality.

### 3.8 Optional: Supported Energy Supplier

If you are customer of a supported energy supplier, you can give us permission to obtain the details of your tariff directly from your energy supplier. Furthermore, if a supported energy supplier is used, we have the possibility to align with your energy supplier regarding the amount of electric energy available in the section of the electricity grid to which you are connected and to use this information to further optimize the timing of your charging session also for the benefit of the overall stability of the electricity grid.

If your energy supplier is a "supported energy supplier", you will be informed thereof when setting up your user account in the app. If your energy supplier is not supported (or if you prefer not to give us permission to exchange data with your energy supplier) or if you use solar panels, you will still be able to use the Services but you will have to enter the tariff details manually

## 4. SERVICES

The Services allow you to charge your vehicle with an optimized charging schedule, i.e. at economically favourable charging times. In order to generate savings through the optimized charging schedule, it is necessary that you hold the energy supply contract for the charging point which is used for charging. At present, the Services allow you to register only one vehicle per App.

Further details of and prerequisites for using the Services are described further below in this section.

### 4.1 General

#### 4.1.1 Link of the Services to a Vehicle

The Services are linked exclusively to a specific Vehicle. The Services do not affect any other vehicles you may own and cannot be received in or transferred to another vehicle. The App currently only supports one Vehicle.

#### 4.1.2 Disabling the Services temporarily

You can temporarily disable and re-enable the Services at any time via your App. You are obliged to disable the Services for your Vehicle when no control of the charging sessions by the Services is desired. This could for example be necessary when you are travelling and the Services do not recognize that the charging session shall take place at another location than your own charge point or if you wish to commence immediate charging at your own charge point.

#### 4.1.3 Deactivating the Services permanently

If you wish to no longer use the Services, you can either terminate the Agreement pursuant to Section 10.3.

Alternatively, you can deactivate the Services by disconnecting your Vehicle in the App to ensure that we stop collecting telematics and controlling the charging of your Vehicle. In this case, the Agreement terminates automatically pursuant to Section 10.2.1.

#### 4.1.4 Language of the Services

The App is available in the following languages: Dutch.

### 4.2 Price-based ("smart") charging

#### 4.2.1 Overview

The "price-based charging" functionality allows you to save money on your electricity bill by charging your Vehicle at times when lower ("off-peak") electricity tariffs apply, thereby helping you to minimize the cost of every home charging session and benefit from off-peak rates when your contract allows it.

We calculate an optimized charging plan for your Vehicle based on the data which you have entered in the App (in particular regarding your energy supplier's on- and off-peak times and prices or the prices current from time to time if you use a tariff with dynamic rates). You can thus let your Vehicle charge at times and rates that are more favourable compared to directly commencing the charging session.

#### 4.2.2 Calculation of smart charging plan

The smart charging plan (i.e. the time points to start, interrupt and re-start the charging process if necessary) is determined based on the following criteria:

- The on- and off-peak times and prices you entered in the App
- Vehicle characteristics (such as battery size, load capacity, climate control settings)
- Charging station characteristics (charging rate)
- Weather conditions (extreme temperatures may cause the Vehicle to charge slower than normal)
- Selected departure time (degree of flexibility)
- Selected minimum range of autonomy (degree of flexibility)
- Location of the charge point (relevant for balancing the energy consumption in the respective sector of the electricity grid)
- Amount of electric energy available in the section of the electricity grid in which your charge point is located.
- Availability of electric energy produced through solar panels owned by you.

It is Kia's priority to deliver the desired battery level at your stated departure time. At times, therefore, depending on your home charge speed and your charging preferences, the Kia Smart Charging Service may begin charging during peak hours to ensure it meets this priority.

Even if the charging session can be completed entirely within off-peak times, the exact starting time of your charging session may vary within the off-peak period, i.e. charging may not start right at the beginning of the off-peak hours. This is because the Kia Smart Charging system is designed to also improve overall stability of the electricity grid by consuming electric energy when an excess amount of electric energy is available e.g. due to amounts of renewable energy in the electric grid. In order to achieve this, the charging schedule also takes into account the amount of electric energy available at a certain point in time.

#### 4.2.3 Calculation and display of savings

The App will provide you with an indication on how much money you saved during a charging session due to the price-based control of the charging start-/stop times compared to purchasing the electric energy at a fixed price. The displayed savings are calculated by comparing the actual charging costs incurred during the charging session as controlled by the Service (based on the on- and off-peak times and prices

you entered in the app or the applicable prices for your dynamic electricity tariff, if applicable) with the costs that would have been incurred if the on-peak price had applied to the entire charging session.

After each charging session, the savings are provisionally determined based on the charging that took place. After each charging session, the provisionally determined savings are added to the previously accumulated savings. In the App, you get insight into the status of the savings.

The calculation of the savings in the App constitutes an estimate of your home charging cost savings. The figures are not guaranteed to correspond with the costs listed by your Energy Supplier, in particular as a result of charging losses which cannot be avoided due to technical reasons.

#### 4.2.4 Your responsibility for data entered in the App

Planning of the charging session(s) by the App depends on the accuracy of the data you make available. For example, the Services aim to provide you with a certain state of charge at a certain (departure) time as set by you. Furthermore, the calculation of the savings depends on the accuracy of the tariff you enter, including the beginning and end of the peak time(s) and off-peak time(s) and the applicable rate(s) as well as on the information on solar cells producing electric energy that can be used for your charging sessions at your charge point (if applicable). It is your responsibility to ensure that the data you enter in the App (such as your designated departure time and the desired state of charge at departure) is accurate and meets your needs.

#### 4.2.5 No responsibility for charging at a certain time

Kia cannot be held responsible for not charging your Vehicle at the "right" time if the information entered into the app manually or provided by the energy supplier or other third parties is inaccurate or incorrect.

#### 4.2.6 No guaranteed savings; no rights under charging plan

Kia does not guarantee any savings. It cannot be excluded that under extraordinary circumstances, the price for the energy consumed during a charging session controlled by the App may be higher than the price set in the app as a reference for calculating the savings. This may for example be the case when your energy supplier changes its prices and you do not update the information in the app. In case of dynamic tariffs, this may also occur if the settings in the app regarding the departure time and desired state of charge require a charging plan that forces the App to start charging at a point in time when electric energy is particularly pricey, e.g. due to

lack of wind and sun during peak energy consumption times, thus increasing the energy prices.

Any savings displayed are only approximations and do not establish a claim for payment against Kia.

#### 4.2.7 User settings

Calculation of the start- and stop times for the smart charging session depends on your desired use of the vehicle. This concerns in particular the desired departure time, the desired state of charge at the departure time, the desired vehicle air condition state at the planned departure time you enter in the App. You are responsible for the data you enter.

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

### 5.1 General obligations

5.1.1 You must comply with these Terms and all applicable laws and respect the rights of third parties when using the Services.

5.1.2 You must guarantee that you are the energy account owner for the metering point declared in the App, or that you are authorized by the home energy account owner to use the metering point in conjunction with the Services.

### 5.2 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:

5.2.1 You are obliged to unlink the Services from your Kia Account and from the Vehicle when you transfer your Vehicle to a third party.

5.2.2 You and Kia are entitled to terminate this Agreement on the use of the Smart Charging Services with regard to the respective Vehicle pursuant to section 10.4.

### 5.3 Prohibited use and other impermissible activities

5.3.1 You may only use the Services for the purposes and within the limits described in section 4.

5.3.2 You must comply with valid laws and regulations and respect third-party rights when you use the Services.

5.3.3 You must not use the Services for unlawful purposes and you must not enable third parties to use the Services for unlawful purposes.



5.3.4 You must not intentionally interrupt the Services in any way.

5.3.5 You may only use your login credentials for the Services to log into the App.

(a) You are not permitted to

- (i) share your login credentials with other users of your vehicle, or
- (ii) share your login credentials with any third party such as providers of third-party apps or other software, or
- (iii) use your login-credentials in connection with non-Kia software, or
- (iv) use your login credentials to connect any third-party service to Kia's systems, such as the Kia Connect back-end.

(b) Incompliance with the above limitations may result in and Kia disclaims all liability for

- (i) excessive power consumption of the Head Unit and thereby drain of the 12V vehicle battery, which may ultimately cause the vehicle to be unable to start up, and
- (ii) misuse of the login credentials by the third parties to whom the credentials were provided.

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

5.3.6 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.

#### 5.4 Consequences of violations

Any violation of the obligations and restrictions in this section 5 may result in the temporary suspension of the provision of the Services. Kia will generally inform you about the intention to suspend the provision of the Services and the duration of the suspension in advance, unless immediate suspension is necessary to prevent harm to Kia, the Service, 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 Service, the network or other customers. In case of repeated violations, Kia may terminate the Agreement for cause pursuant to section 10.4.

You will have to bear all costs caused by improper use of the Services resulting from your failure to comply with the above obligations.

## **6. SERVICE FEES**

We will not charge you for using the Services during the term of the Agreement.

## **7. INTELLECTUAL PROPERTY RIGHTS**

- 7.1 The entire content of the 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 in the Services, the underlying software, the content and 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, redeliver, license, link or otherwise use the Services for any public or commercial purpose without our prior permission.

- 7.2 Nothing in these Terms of Use shall be construed as granting any licence 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.

## **8. SERVICE AVAILABILITY**

- 8.1 We reserve the right to temporarily or permanently deactivate access to the Services in whole or in part in so far as this is necessary to ensure the security or stability of the Services for all users or to ensure compliance of the Services with mandatory legal requirements.

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

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

- 8.3 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) necessary on our systems or those of

downstream or upstream providers, content providers and network operators, which are necessary for the proper or improved performance of the Services.

- 8.4 Where access to the Services is deactivated, restricted or disrupted as described in this section 8, to the extent possible we will contact you in advance to inform you of this and give a reason for the deactivation, restriction or disruption.

## **9. DATA PROTECTION**

- 9.1 For information on how we collect and process personal data in connection with the provision of the Services, please refer to our Kia Smart Charging Privacy Notice available at <https://connect.kia.com/eu/downloads-smartcharging/>.
- 9.2 You shall inform any other user/driver of the vehicle that the Services are activated. You shall in particular inform such other user/driver about the data processing activities described in the Kia Connect Privacy Notice and the fact that the Services require the collection and processing of location data (GPS data).

## **10. TERM AND TERMINATION**

- 10.1 You can use the services (and this Agreement commences) once you have linked your Kia Connect account and your Smart Charging Account.
- 10.2 Services are automatically terminated:
- 10.2.1 when you or we deactivate your Smart Charging account in accordance with these Terms; or
  - 10.2.2 when you or we deactivate your Kia Connect account in accordance with the terms and conditions applicable to the Kia Connect account; or
  - 10.2.3 when your Kia Connect subscription expires and you decide not to renew it.
- 10.3 Both Parties may terminate this Agreement on the use of the App and Services at any time with one week's prior notice. Notice of termination may be given by clicking the corresponding button in the App or by contacting us via the phone +31 888 542 542.
- Please note: Uninstalling the App does not disable the Services nor does it terminate this Agreement.
- 10.4 Either Party's right to terminate for good cause remains unaffected. A good cause for termination by Kia exists in particular in case of repeated violations of the user obligations under the prerequisites of section 5.4.

10.5 Furthermore, in the event of the reversal of the purchase agreement for a Vehicle, the reacquisition or other withdrawal of the Vehicle by the relevant dealer, the termination of a leasing agreement, the sale of the Vehicle to a third party, theft or total damage beyond repair, each Party is entitled to the termination of the Services with regard to the Vehicle concerned.

10.6 Either Party's statutory termination rights remain unaffected.

## **11. CHANGES TO THE SERVICES; CHANGES TO THE TERMS OF USE**

### **11.1 Changes to the 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 law. We may also make these updates to our Services for security reasons and to ensure that they meet expected quality standards (e.g. those described in section 12 on the Statutory Warranties).

Furthermore, we may change 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 in licenses or partnerships with third parties; and
- to prevent abuse or damage.

### **11.2 Changes to the Terms of Use**

Kia shall make an offer for changes to these Terms of Use to you by displaying them in the App no later than two months before the proposed new Terms of Use are to enter into force. The changed Terms of Use shall only become effective if you accept them by clicking the corresponding "accept" button in the App.

If you notify us that you do not wish to be bound by the proposed changed Terms of Use, both you and Kia may terminate the provision of the Services with effect from the date on which the changes should have applied.

## **12. STATUTORY LIABILITY FOR DEFECTS**

If you are a consumer, you have the statutory defect liability rights for the goods or the digital products as well as any additional rights defined in these Terms of Use. The statutory defect liability rights 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 prior to the expiry of 12 months following the end of the supply period.

### **13. LIABILITY**

- 13.1 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 BGB (*Bürgerliches Gesetzbuch*, German Civil Code), or other strict liability as well as claims under the Product Liability Act (*Produkthaftungsgesetz*) or in case of injury to life, body or health.
- 13.2 In the event of simple negligence, unless section 13.1 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, 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.
- 13.3 You are obliged to take reasonable efforts for the prevention and minimisation of damages.

### **14. CUSTOMER SERVICE / COMPLAINTS**

- 14.1 You may use the contact details set out in section 2 above in case of questions or complaints.
- 14.2 The European Commission provides a website for online dispute resolution, dedicated to helping consumers and traders resolve their disputes out of court, available at <http://ec.europa.eu/consumers/odr/>.

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

### **15. MISCELLANEOUS**

- 15.1 Language of the terms

All agreements between Kia and you are concluded in the local language version. 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-smartcharging/>.

- 15.2 Entire Agreement

These Terms of Use are 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 hereof. However, as indicated in section 1.3, additional terms of use apply to the use of your Kia Account, of Kia Connect and of Kia Pay.

### 15.3 Deviating, conflicting or supplementing terms

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.

### 15.4 Amendments and Additions to these ToU

Any amendments and additions to the Terms of Use as well as notifications necessary for their execution require text form (including letter, email, fax) to be effective. This text form requirement can only be overruled in text form. Oral statements or agreements are therefore not sufficient.

### 15.5 Assignment of rights and duties

We are entitled to assign our rights and duties under these Terms of Use 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 which is 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 10.

### 15.6 Severability

Should one or more provisions of this Agreement be or become invalid or unenforceable in whole or in part, this shall not affect the validity and enforceability of the remaining provisions of this Agreement. In place of any Standard Terms of Business (*Allgemeine Geschäftsbedingungen*) which are invalid or not incorporated in the Agreement the statutory provisions shall apply (§ 306 (2) of the German Civil Code (BGB)). In all other cases, the parties shall agree a valid provision to replace the invalid or unenforceable provision which reflects as closely as possible the original economic purpose, provided a supplementary interpretation of the Agreement (*ergänzende Vertragsauslegung*) does not have precedence or is not possible.]

## 16. INSTRUCTIONS ON THE RIGHT OF WITHDRAWAL REGARDING THE SERVICES

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.

### **16.1 Right of withdrawal**

**You have the right to withdraw from this contract within fourteen 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 communicate to you an acknowledgement of receipt of such a withdrawal on 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.**

### **16.2 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.**

### **16.3 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:**

**16.3.1 In the case of a contract which does not oblige you to pay a price if Kia has begun with the performance of the contract;**

**16.3.2 In the case of a contract which obliges you to pay a price, if:**

- (a) Kia has begun with the performance of the contract,**
- (b) you have provided prior express consent that Kia shall begin the performance of the contract before the expiry of the withdrawal period,**
- (c) you have acknowledged that with your consent pursuant to section (b), you lose your right of withdrawal with the commencement of the performance of the contract; and**
- (d) Kia has provided you with confirmation in accordance with section 312f German Civil Code (*Bürgerliches Gesetzbuch*, "BGB") or, for customers in the Netherlands, in accordance with section 6:230t par. 2 or 6:230v par. 7 of the Dutch Civil Code.**

#### **16.4 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: support@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.

#### **17. LOCAL LAW AMENDMENTS**

##### **17.1 Netherlands.**

For Customers having their habitual residence in the Netherlands, the above provisions shall apply with the following modifications:



17.1.1 Section 11.2 (Changes to the Terms of Use) shall have the following wording:

Kia shall make an offer for changes to these Terms of Use to you by displaying them in the App no later than two months before the proposed new Terms of Use are to enter into force. To the extent required by law, we will separately notify you of any changes to the Terms of Use. The changed Terms of Use shall become effective from the date set out on the first page of these Terms of Use .

If you notify us that you do not wish to be bound by the proposed changed Terms of Use, both you and Kia may terminate the provision of the Services with effect from the date on which the changes should have applied.

17.1.2 Section 12 (Statutory Liability for Defects) shall have the following wording:

The goods or digital products should meet the requirements of the agreement on the basis of which you purchased these goods or digital products. If you are a consumer, you have the statutory liability rights for the goods or the digital products that do not meet such requirements or are defect, as well as any additional rights defined in these Terms of Use. The statutory defect liability rights 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 prior to the expiry of 12 months following the end of the supply period.

17.1.3 Section 13 (Liability) shall have the following wording:

To the extent permitted under applicable mandatory law, Kia shall not be liable on any ground whatsoever for any damage arising from or in connection with the agreement for the provision of Services or the Services themselves. The foregoing shall not apply in case any liability results from gross negligence or wilful misconduct of Kia's executive management.

You are obliged to take reasonable efforts for the prevention and minimisation of damages.

17.1.4 Section 15.6 (Severability) shall have the following wording:

Should one or more provisions of this Agreement be or become invalid or unenforceable in whole or in part, this shall not affect the validity and enforceability of the remaining provisions of this Agreement. The parties shall agree a valid provision to replace the invalid or unenforceable provision which reflects as closely as possible the original economic purpose.