

## **TERMS OF USE - IN-CAR PAYMENT**

### **1. SCOPE OF APPLICATION AND DESCRIPTION OF IN-CAR PAYMENT**

#### **1.1.** Scope of these Terms of Use and Contracting Parties

These Terms govern the provision of In-car Payment to the user of the services ("you"). In-car Payment is provided to you by Kia Connect GmbH, registered under the registration number HRB 112541, Theodor-Heuss-Allee 11, 60486 Frankfurt am Main, Germany; email: info@kia-connect.eu ("Kia"; "we"; "us"; "our").

#### **1.2.** Description of In-car Payment

In-car Payment allows you to easily initiate the purchase of certain goods and services from inside your vehicle. The goods and services available through In-car Payment are provided by third party traders ("merchants") which are independent from Kia.

In-car Payment facilitates payment for the goods and services purchased from the merchants by allowing you to use the payment information you have stored in Kia Pay.

Before you can use In-car Payment, you need to complete the signup process outlined below (Section 2).

#### **1.3.** Role of Kia and the merchants

The contract regarding the goods and/or services (e.g. purchase of a parking ticket) is concluded directly between you and the merchant. The In-car Payment service (only) allows you to find merchants and their respective offers. After the purchase, you can initiate payment to the merchant using your preferred payment method stored in Kia Pay. Kia is not a party to the contract concluded between you and the merchant. Kia neither provides the goods and/or service that you order from the merchant, nor is Kia involved in the payment process. The actual payment processing will be done by the respective merchant's payment service provider.

#### **1.4.** Availability of In-car Payment

Services using In-car Payment are currently only available if you are a resident of one of the following countries: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Switzerland, Turkey, and the United Kingdom.

### **2. PREREQUISITES FOR USING AN IN-CAR PAYMENT-ENABLED SERVICE**

#### **2.1.** General prerequisites

In order for you to be able to use In-car Payment, you must meet the following prerequisites:

- An active Kia Connect subscription;
- An active Kia Pay account;
- Successful registration for In-car Payment as described below (see 2.2).

#### **2.2.** Register for In-car Payment

Before using In-car Payment, you need to register for the In-car Payment service in your Kia Connect App / Kia App. Registration for In-car Payment requires acceptance of the current Terms of Use of In-car Payment (these terms) and those of at least one merchant (e.g. Parkopedia Ltd., a parking service provider) via the Kia Connect App / Kia App.

When submitting the registration form in the Kia Connect App / Kia App by clicking "Confirm" in the In-car Payment registration process, a contract is concluded (i) between you and Kia for the use of the In-car Payment service, and (ii) between you and the respective merchant (e.g. Parkopedia Ltd.) for the use of the merchant's services (please see the merchant's Terms of Use for further details; in case of Parkopedia: <https://www.parkopedia.com/terms-and-conditions/>). There is no right to conclude such contract as set out under (i) and (ii).

As part of the registration process (or later in the In-car Payment settings), you have the option to set a PIN which will then have to be entered in the vehicle before completing a purchase to ensure that only you or authorized third parties with knowledge of the PIN can complete a purchase in your name.

#### **2.3.** Link a vehicle to In-car Payment

Each vehicle in which In-car Payment is to be used must be linked to the In-car Payment service. This is necessary because there may be more than one vehicle linked to your Kia Connect account and you may wish to use In-car Payment only with selected vehicles.

When linking a vehicle, you will be asked to enter additional information that is necessary to use specific services, for example the vehicle registration number and country of registration to make it possible for the merchants (such as parking lot operators) to identify your vehicle and corresponding purchases (such as parking sessions).

**2.4.** Select a payment method from Kia Pay

To use In-car Payment, you need to select a payment method from your Kia Pay account which you want to use to pay for the goods and services purchased using In-car Payment. If you have not yet registered a payment method in Kia Pay, you will be guided through the registration process for Kia Pay and/or the process for adding a payment method to Kia Pay. Please see the Kia Pay Terms of Use for further details.

**2.5.** Add one or more merchants for use with In-car Payment

Before making purchases at a specific merchant (such as purchasing parking tickets, paying for road tolls, etc.) you need to add the respective merchant to your In-car Payment account. The first merchant will be added in the course of registering for In-car Payment (see Section 2.2 above); you can add further merchants later on as they are made available. In this process, you will be asked to agree to the respective merchant's Terms of Use and to acknowledge the merchant's Privacy Notice. This is required because the actual goods and services you purchase will be provided under a direct contract between you and the merchant (see also Section 3 below).

**3. USE OF IN-CAR PAYMENT, RELATIONSHIP WITH MERCHANT, PAYMENT PROCESSING AND INVOICING**

**3.1.** Roles of Kia and merchant

In-car Payment only serves to facilitate the conclusion of the contract with the merchant and to make it easier for you to provide the payment information to the merchant.

The contract under which the goods and services are to be provided is concluded directly between you and the merchant, subject to the merchant's terms and conditions and data protection information for the respective goods and/or service.

The merchant is also responsible for (i) providing the purchased goods or services to you, for (ii) furnishing you with an invoice for the goods or services you purchased and for (iii) for settling any payments due by charging the payment method provided by you through the payment information you selected from Kia Pay (cf. Section 2.4).

In order to add further merchants (as may be made available by Kia from time to time) (such as Parkopedia) to In-car Payment, you must accept all the terms and policies provided to you by the merchant. The applicable terms and conditions will be provided to you in the course of the linking process (see Section 2.5 above).

**3.2.** Initiating a purchase using In-car Payment

You will be notified in your vehicle's Head Unit when you can use an In-car Payment-enabled service, e.g. the onboard navigation system will display an option to use In-car Payment for initiating the purchase of a parking ticket when you navigate to a parking lot for which a merchant cooperating with Kia offers parking tickets for purchase via In-car Payment. The goods or services available to you will be displayed in order of closest distance to your current location. In case of equal distance, the order will be determined by alphabetical order.

By clicking on the respective goods or service, you will be provided with further details on the goods and services offered, the purchasing options and payment conditions, and any other information relevant to the purchase of the respective merchant's goods and services. By pushing the interface "Pay", you submit to the merchant a binding offer to conclude a purchase contract with the merchant. The purchase contract will come into effect when the merchant accepts your offer.

The information displayed in the course of this process is provided by the respective merchant; please contact the respective merchant should you have any questions in this regard.

**3.3.** Payment for purchases initiated using In-car Payment

Payment processing is the responsibility of the respective merchant and its payment service provider. The payment is done through a "merchant-initiated transaction". This means that, when using In-car Payment, you (being the end customer and the person paying for the purchased goods/services) merely communicate your intention to pay for the respective merchant's goods and/or services. The actual payment transaction (and authorization thereof) is handled by the merchant and its payment service provider.

To allow the merchant to complete the payment for the goods or services you ordered using In-car Payment, we will provide the merchant with the information required to charge the payment method you have selected for use with Kia Pay (cf. Section 2.4). This means that the merchant will be provided with the

token of the payment method stored in Kia Pay (see Kia Pay Terms of Use for further details). Each merchant is free to choose the payment services provider with which it wants to cooperate. Kia has no contractual relationship with the respective payment service provider and is not involved in the payment process (except for providing the merchant with the payment token of the payment method you selected). Depending on the payment method selected and the fraud protection systems of the merchant's payment service provider, you may have to confirm the payment. This may for example require providing your credit card's CVV/CVC (Card Verification Value/Code) to the merchant's payment service provider or authorizing the payment in the banking app on your mobile phone. As Kia has no contractual relationship with the payment service provider, Kia cannot provide any support regarding the payments. Please contact the respective merchant or your bank to resolve any issues or if you have questions regarding payment authorisation.

#### **3.4. Invoicing**

Invoices for the goods and services purchased through In-car Payment will be issued directly by the respective merchant. It is the merchant's responsibility to provide you with a proper invoice. For your convenience, Kia may offer an overview of the transactions you carried out with a certain merchant in the Kia Connect App / Kia App.

#### **4. COSTS FOR IN-CAR PAYMENT**

In-car Payment is provided free of charge to you as a user.

Any fees due for the goods and services you purchase using In-car Payment are determined by the respective merchant and are governed by the merchant's Terms of Use.

Please note that fees may be charged by your card's issuing bank for the provision and use of your credit card. These are based on your usage agreement with the card's issuing bank.

#### **5. YOUR OBLIGATIONS AS A USER; INDEMNIFICATION**

**5.1.** You are not permitted to use In-car Payment for any fraudulent, unlawful or abusive purposes, or in any way that is not described in this agreement or in other materials provided by us to you, or that interferes with our provision of In-car Payment to you or to our other customers.

**5.2.** You undertake not to abuse, misuse, or take any action or inaction that damages our business operations, services, reputation, employees or facilities. In case of your intentional or negligent misuse, abuse or damaging action or inaction by you, including the provision of illegal content, you agree to indemnify, defend and hold us harmless from and against any and all costs, expenses (including all court and attorneys' fees in the statutory amount), losses, damages and other liabilities which arise from or are in connection with a claim or demand that any third party makes against us arising in whole or in part from that use or misuse, or your actions or failure to act. The claim for indemnification does not exist if the user is not responsible for the infringement.

**5.3.** No use of the payment function by third parties

You must not disclose the PIN you have set to authorize the payment using In-car Payment (cf. Section 2.2 above) or other In-car Payment access credentials to any third parties, except for authorized representatives acting in your name who undertake not to disclose your access credentials to any unauthorized third parties.

You are responsible for protecting your Kia Connect account, In-car Payment, and credit card/bank account details from unauthorised access by third parties. You are responsible for ensuring that no unauthorized third parties watch you enter your details when you use the payment function. Kia is not responsible for any damage caused by third parties obtaining and possibly using your access credentials or credit card data through your negligence.

#### **6. CONTENT MODERATION; MEASURES AGAINST ILLEGAL CONTENT AND MISUSE; INTERNAL COMPLAINT HANDLING SYSTEM**

**6.1.** Kia is not obliged to monitor the content provided by you, the merchants or any other third party or to actively investigate circumstances that indicate any content that infringes statutory law or any third-party rights or these terms ("**illegal content**"). However, Kia reserves the right to examine the content provided by you or any other third party voluntarily, on its own initiative and at its dutiful discretion and to take other measures to identify and remove illegal content or to block access to illegal content or to take the necessary measures against you or the third party to comply with legal requirements. Kia uses various procedures and tools to detect and moderate illegal content, including automatic filter mechanisms and manual checks. Additionally, Kia provides a notice and action mechanism ("notice and action mechanism") to enable the reporting of presumed illegal content in accordance with Art. 16 of Regulation (EU) 2022/2065 ("Digital Services Act" or "DSA").

**6.2.** In particular, Kia is entitled to delete any third-party content in whole or in part or to delay or not publish such content if there are concrete indications that this constitutes illegal content. In such a case, Kia may also temporarily suspend and/or or permanently block you or any third party from using In-car Payment. When choosing the appropriate measure, Kia will take into account your legitimate interests and the legitimate interests of the respective third party, in particular whether you or the third party are at fault for the violation. If Kia takes one of the aforementioned measures, (i) Kia will inform you or the third party of the measure and any legal remedies to which you or the third party may be entitled, stating the reasons in accordance with Art. 17 DSA; and (ii) you will have the opportunity to appeal Kia's decision within the framework of the internal complaint handling system ("**internal complaint handling system**") provided by Kia for a period of at least six months following the decision.

**6.3.** In the event that you or a third party frequently provide manifestly illegal content, Kia will suspend the provision of In-car Payment to you or the third party for a reasonable period of time after prior warning in accordance with Art. 23 DSA. The same applies in the event that you or a third party frequently submit notices via our notice and action mechanism or complaints via our internal complaint handling system that are manifestly unfounded. In making the decision on your or the third party's suspension and its duration, Kia will evaluate on a case-by-case basis, in a timely, diligent and objective manner, whether you or the third party are frequently providing manifestly illegal content or frequently submitting notices via our notice and action mechanism or complaints via our internal complaint handling system that are manifestly unfounded. Such circumstances include, at a minimum, (i) the absolute numbers of items of manifestly illegal content or manifestly unfounded notices or complaints, submitted within a given time frame; (ii) the relative proportion thereof in relation to the total number of items of information provided or notices submitted within a given time frame; (iii) the gravity of the misuses, including the nature of illegal content, and of its consequences; and (iv) your or the third party's intention, where it is possible to identify it.

## **7. CHANGES TO THESE TERMS OF USE**

Kia will offer you changes to these Terms of Use no later than two months before the proposed new Terms of Use come into effect by displaying the new terms in In-car Payment. The amended Terms of Use will take effect only if you accept them by clicking the relevant "Accept" button in the Kia Connect App / Kia App.

If you do not accept the proposed amended Terms of Use, we reserve the right to terminate the agreement for the use of In-car Payment from the time that the amended Terms of Use enter into effect or at any time thereafter.

## **8. TERM AND TERMINATION**

### **8.1.** Start of contract and term

This contract commences when you first register for In-car Payment (cf. Section 2.2). The contract ends automatically when your contract on the use of Kia Connect ends, unless terminated earlier in accordance with the provisions in this section.

### **8.2.** Termination

This agreement for the use of In-car Payment may be terminated by you and by Kia at any time with one month's notice to the end of a calendar quarter.

Kia may also terminate this agreement if you do not accept an amendment to these Terms of Use, see Section 7.

The statutory rights of termination and in particular the right to terminate for good cause remain unaffected. Good cause for termination by Kia exists in particular if you breach your user obligations as set out in Section 6.

## **9. LIABILITY**

Kia's liability for damages, irrespective of the legal grounds (in particular in the case of delay, defects, or other breaches of duty), is limited to the foreseeable damage typical for the contract.

The above limitation of liability does not apply to Kia's liability for wilful misconduct or gross negligence, for guaranteed characteristics, for injury to life, body, or health or under the Product Liability Act.

## **10. CUSTOMER SUPPORT, DATA PROTECTION INQUIRIES, COMPLAINTS**

### **10.1.** In case of questions or complaints, 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

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

- 10.2.** 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 In-car Payment Privacy Notice, which you can download under <https://connect.kia.com/eu/downloads>.
- 10.3.** Online dispute resolution  
The European Commission provides a website for online dispute resolution, dedicated to helping consumers and traders resolve their disputes out of court, and which is 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.
- 10.4.** Out-of-court dispute settlement  
If Kia's decisions referred to in Section 6 apply to you, you are entitled to select any out-of-court dispute settlement body that has been certified in accordance with Art. 21 DSA in order to resolve disputes relating to those decisions, including complaints that have not been resolved by means of the internal complaint handling system referred to in Section 6.2. Kia will engage in good faith with the selected certified out-of-court dispute settlement body to resolve the dispute. Kia may refuse to engage with such an out-of-court dispute settlement body if a dispute has already been resolved concerning the same information and the same grounds of alleged illegality or incompatibility of content. The selected out-of-court dispute settlement body is not authorized to impose a binding dispute resolution on you or us.
- 11. MISCELLANEOUS**
- 11.1.** All agreements between Kia and you are concluded in the local language version. The text of the contract concluded between you and Kia (these Terms of Use) will be available for you to download under <https://connect.kia.com/eu/downloads>.
- 11.2.** These Terms of Use are the entire agreement of the Parties with respect to the subject matter of the use of In-car Payment and supersede all prior agreements, written or oral, between the Parties with respect to the subject matter. These Terms of Use supplement the Terms of Use for Kia Connect and for Kia Pay and these Terms of Use prevail in cases of conflicts.
- 11.3.** Deviating, conflicting or supplementing terms and conditions of the user shall only govern the use of In-car Payment if explicitly accepted by us in writing.
- 11.4.** Any amendments and additions to these Terms of Use as well as notifications necessary for their execution require text form (including email, fax or confirmation in the Kia Connect App / Kia App) to be effective. This text form requirement can only be overruled in text form.
- 11.5.** We are entitled to assign our rights and duties under this agreement to another service provider either in full or in part by providing six 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 In-car Payment as stipulated in Section 8.  
Valid from: 23rd April 2025