

# KIA CONNECT

## KIA PAY – TERMS OF USE

Last updated: 5th October 2023

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## 1. SCOPE OF APPLICATION AND DESCRIPTION OF SERVICES

### 1.1. SCOPE OF THESE TERMS OF USE AND CONTRACTING PARTIES

These Terms govern the provision of Kia Pay to you. Kia Pay 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 KIA PAY

The Kia Pay service provides you with a digital wallet which allows you to store payment information (i.e. one or more of your credit cards to pay for products and services provided by Kia Connect) together with pertaining billing information (e.g. your address). Kia Pay is used to store only credit card payment information. No funds, payment values or credit balances can be deposited or managed in Kia Pay.

No credit card details will be stored in Kia Pay in plain text. The Kia Pay service stores only an encrypted token for your credit card. The token is linked to your credit card and can be used only by Kia. This ensures that even in the unlikely event of a data breach at Kia, your credit card details cannot be extracted from Kia Pay's stored data.

Your credit card is added to Kia Pay when you make your first purchase in the Kia Connect Store.

Technically, Kia Pay is provided and operated for Kia by Bluewalnut Co. Ltd., 3, Gukhoe-daero 66-gil, Yeongdeungpo-gu, Seoul, Korea – a Kia group company.

### 1.3. AVAILABILITY OF KIA PAY

Kia Pay is available only in the following countries: Austria, Belgium, Bulgaria, Cyprus, Czechia, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Spain, Sweden, Switzerland, and the United Kingdom. In other countries, you will not be able to purchase products from the Kia Connect Store.

## **2. ADDING CREDIT CARDS TO KIA PAY**

### **2.1. ADDING CREDIT CARDS TO KIA PAY**

Only credit cards can be added to Kia Pay. At present, Mastercard, VISA, and American Express credit cards are supported. We reserve the right to extend or limit the range of supported credit cards in the future.

By adding a card to Kia Pay, you accept all the terms and policies provided to you by your card's issuing bank ("Bank Terms"). These Bank Terms apply to your use of the card within Kia Pay in the same way as they apply to any other transaction that you complete with your (physical) credit card.

By adding a supported credit card, you confirm and warrant that you are authorised to use said credit card, and authorise us and our payment service provider to charge the credit card for the total amount of your purchase.

### **2.2. TOKENISATION OF THE CREDIT CARD**

To add your credit card to Kia Pay, a token for your credit card is generated using the Visa Token ID service. Visa Token ID is provided by our service provider, Bell Identification B.V., Stationsplein 45, A.06.16, 3013AK Rotterdam, The Netherlands ("Bell ID"). Only the token provided by Bell ID is stored on Kia's servers.

To generate the token, Bell ID collects information about your credit card (in particular your name, card number, expiry date, security code). This information is collected exclusively by Bell ID and processed on their systems in accordance with the security requirements of the credit card industry.

## **3. PAYMENT PROCESSING AND INVOICING**

### **3.1. PAYMENT PROCESSING SERVICE PROVIDER**

If you make a purchase with a credit card stored in Kia Pay, the subsequent payment processing and generation of the invoice is carried out by our partner, Stripe Payment Europe Ltd, One Building, 1 Grand Canal Street Lower, Dublin 2, Ireland ("Stripe").

### **3.2. PAYMENT PROCESSING**

For payment processing, Kia provides Stripe with the data required to authorise the payment. This primarily includes the payment amount, the currency code, a description for the booking text, the token of your credit card, and an authorisation identifier from Kia provided to Stripe. The actual payment processing, i.e. the charging of your credit card, is carried out by and under the responsibility of Stripe and Stripe's partners.

You authorise Kia and the involved payment processors to charge the payment amount to the credit card you selected in Kia Pay for the respective purchase. You acknowledge and accept that purchases made in the Kia Connect Store are solely between you and Kia Connect.

The payments made are subject to your agreements with your card's issuing bank.

### **3.3. STRONG CUSTOMER AUTHENTICATION**

Depending on the type of credit card you use, you may be asked to verify your payment method via 3-D Secure or another method to secure the payment during the order process. If you have questions concerning the activation or use of the 3-D Secure authentication process, contact your bank for more information.

### **3.4. INVOICING**

To issue a detailed invoice, Kia will also provide Stripe with the billing address you have provided, as well as any other invoice-related data you have provided for individual cases.

## **4. COSTS FOR KIA PAY**

Kia Pay is provided free of charge to you as a user.

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. COSTS WHEN RETURNING CREDIT CARD PAYMENTS**

The return and refund of products and services purchased from Kia in the Kia Connect Store is governed by the Kia Connect Terms of Use. Please use the options provided in the Kia Connect Store or contact Kia Connect support if you wish to withdraw from a purchase or wish to ask for a refund.

If you object to a credit card charge to your card's issuing bank, the payment amount will be reversed in accordance with the terms of your card's issuing bank. If you have reversed a booking which relates to a justified claim of Kia, we reserve the right to charge you for any expenses incurred by Kia as a result thereof.

## **6. YOUR OBLIGATIONS AS A USER**

### **6.1.**

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

### **6.2.**

You promise you will not abuse, misuse, or take any action or inaction that damages our business operations, services, reputation, employees, or facilities. In case of misuse, abuse or damaging action or inaction by you, you agree to indemnify, defend, and hold us harmless from and against any and all costs, expenses (including attorneys' fees), 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.

### **6.3. NO USE OF THE PAYMENT FUNCTION BY THIRD PARTIES**

You must not disclose your credit card details, credit card security code, or Kia Pay access credentials to anyone. You are responsible for protecting your Kia Connect account, Kia Pay, and credit card/bank account details from unauthorised access by third parties. You are responsible for ensuring that no one watches you enter your details when you use the payment function or add a credit card to Kia Pay. Kia is not responsible for any damage caused by third parties obtaining and possibly using your access credentials or credit card data.

If you believe or know that someone may have used or attempted to use your credit card, contact your credit card provider. Also inform your credit card provider if you notice any errors or unauthorised payments related to the payment function.

## **7. CHANGES TO THESE CONDITIONS**

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 Kia Pay. The amended Terms of Use will take effect only if you accept them by clicking the relevant "Accept" button in Kia Pay.

If you do not accept the proposed amended Terms of Use, we reserve the right to terminate the agreement for the use of Kia Pay. If you do not accept the amended Terms of Use, Kia may terminate the provision of Kia Pay 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 add a credit card to Kia Pay and ends 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 Kia Pay 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. SUSPENSION OF THE ABILITY TO USE CREDIT CARDS IN KIA PAY**

### **9.1. SUSPENSION OF THE ABILITY TO USE CREDIT CARDS IN KIA PAY**

We may temporarily or permanently suspend the ability to use a credit card stored in Kia Pay for payment in the Kia Connect Store if the credit card is blocked by the card's issuing bank, if you breach these Terms of Use, provide false, incomplete, inaccurate, or misleading information, or otherwise act fraudulently or unlawfully, or if we become aware of suspicious activity indicative of fraud or unlawful activity.

### **9.2. REMOVING UNUSED CREDIT CARDS FROM KIA PAY**

If you do not use a credit card you added to Kia Pay for payments for six months or more, we reserve the right to remove the credit card concerned from Kia Pay.

If your credit card is terminated for any reason, you shall: (i) continue to be bound by these Terms of Use; (ii) be liable for all transactions processed through the respective credit card; and (iii) immediately remove the respective credit card from Kia Pay.

## **10. 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.

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

### **11.1.**

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

Phone number: +49 800 5330012

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

### **11.2. 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 Kia Pay Privacy Notice, which you can download under <https://connect.kia.com/eu/downloads>.

### **11.3. 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.

## **12. MISCELLANEOUS**

### **12.1.**

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 under <https://connect.kia.com/eu/downloads>.

**12.2.**

These Terms of Use are the entire agreement of the Parties with respect to the subject matter of the use of Kia Pay and supersede all prior agreements, written or oral, between the Parties with respect to the subject matter.

**12.3.**

Deviating, conflicting or supplementing terms and conditions of the user shall only govern the use of Kia Pay if explicitly accepted by us in writing.

**12.4.**

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) to be effective. This text form requirement can be overruled in text form only.

**12.5.**

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 Kia Pay as stipulated in Section 8.