

ALLDAYENERGY

TERMS OF USE

Version: June 2026

1. SCOPE OF THESE TERMS OF USE, CONTRACTING PARTIES

1.1 Overview

Use of our AllDayEnergy services ("**Services**") and the AllDayEnergy functionalities are subject to these AllDayEnergy Terms of Use ("**Terms**"). You can download and review the latest version of these Terms at any time at <https://connect.kia.com/uk/alldayenergy-legal-documents>.

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**").

Kia may employ subcontractors to render the Services.

1.3 Scope of these Terms

1.3.1 Functionalities governed by these Terms

These Terms only govern the provision of AllDayEnergy.

The Services comprise a number of functionalities, in particular for "*uni-directional smart charging (VIX)*". The availability of the individual functionalities depends on whether certain prerequisites are met (cf. Section 4 below) and the Services are subject to certain limitations (cf. Section 5 below).

1.3.2 Other relevant supplementary functionalities and prerequisites which are outside the scope of these Terms

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

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

These Terms do not apply to the telecommunications services to gain internet access as required to use the Services via the Kia App. These telecommunications services are subject to a separate agreement (including charges) with the provider of your telecommunications services.

2. CONTACT DETAILS

2.1 Contacting Kia Connect GmbH

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

Kia Connect GmbH

Email: info@kia-connect.eu

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

Phone number: +49 800 5330012

2.2 Data Protection Inquiries

For contact details for data protection inquiries, and for information about the personal data collected and processed in connection with the Services, please use our contact form at the URL set out in clause 1.2 of the section containing the local law amendments applicable to your country of residence.

3. DESCRIPTION AND USE OF THE SERVICES

As stated above (Section 1.3.1), the Services comprise a number of functionalities in particular "*uni-directional smart charging (VIX)*" and pertaining features.

The functionality of the Services for *uni-directional smart charging (VIX)* allows you to charge your Vehicle with an optimized charging schedule, i.e. at economically favourable charging times. Depending on the options you choose and the prerequisites you meet, optimization can be based on various factors, in particular the current electricity price of the electricity market, target battery state of charge SoC for departure, and the ready by time (RBT) when the target SoC should be reached.

Use of the Services requires that certain general prerequisites are met (in particular regarding your contracts with your electricity supplier and a compatible electric vehicle), see Sections 4 and 5 below for further details. Individual functionalities may be subject to further function-specific prerequisites, see the description of the individual functionality in this Section 3).

3.1 Description and prerequisites for uni-directional smart charging (also referred to as "V1X")

Uni-directional smart charging comprises a number of functionalities for optimizing the charging schedules based on various parameters, such as "flex-based smart charging". When immediate charging is required, the charging schedules can be overridden using "urgent charging".

3.1.1 Flex-based smart charging

When you use the "flex-based smart charging" functionality, your charging schedule is calculated based on site-specific factors, electricity market signals, weather data and grid constraint data in combination with the data you enter in the Kia App, namely your desired trip start time, the desired minimum state of charge to start smart charging and the desired target state of charge at the start of the trip.

As an incentive for enabling this flexibility, you may receive certain benefits from your electricity supplier such as charging at reduced rates, charging quotas or other benefits, in any case as agreed between you and your electricity supplier. This benefit compensates you for the value your flexibility creates and can be earned automatically during eligible charging sessions. The benefits will be provided to you by your electricity supplier depending on the agreement between you and your electricity supplier.

3.1.2 Urgent charging

The "urgent charging"-functionality can be seen as an option to temporarily bypass smart charging. When urgent charging is activated, all charging schedules are temporarily disabled and charging will commence with the maximum available power until the charging session is complete (i.e. the target state of charge is reached).

As a consequence, with regard to the specific charging session which you initiated, you will not be able to save any money or receive any rewards/benefits for participating in smart charging.

3.2 Calculation of smart charging schedule by the Services

The smart charging schedules (i.e. the time points to start, interrupt and re-start the charging process if necessary) are determined based on criteria such as:

- *Commercial aspects*, such as real time price of the electricity markets (day-ahead, intraday), if applicable, and the details of the electricity tariff agreed between you and your electricity supplier

- *Weather conditions* (as the weather impacts the availability of renewable electricity sources such as wind and solar energy and as extreme temperatures may cause the Vehicle to charge slower than normal);
- *Hardware-specific information*, such as Vehicle characteristics (such as battery size, load capacity, climate control settings, on-board charger characteristics) and EV Charger characteristics (charging rate);
- *User-specific information*, in particular the Selected departure time (degree of flexibility) and the selected minimum range of autonomy / minimum state of charge at the selected departure time (degree of flexibility);
- *Site-specific information*, such as the location of the EV Charger (relevant for balancing the electricity consumption in the respective sector of the power grid) or the availability and details of PV modules on site; and
- *Grid constraint data*, such as the amount of electricity available and consumed in the section of the power grid in which your EV Charger is located;

It is Kia's priority to deliver the desired state of charge at the departure time you set. At times, therefore, depending on your home charging speed and your charging preferences, AllDayEnergy may begin charging during peak hours to ensure it meets this priority.

Even if your charging session can be fully completed during off-peak hours, the exact start time may vary within that period. In other words, charging may not begin immediately at the start of off-peak hours.

This behavior is intentional, as AllDayEnergy takes into account several factors when calculating the charging schedule as described above.

3.3 Deactivating the Services

3.3.1 If you wish to no longer use the Services, you can terminate these Terms pursuant to Section 12.3.

3.3.2 Alternatively, you can deactivate the Services by removing your vehicle from the "AllDayEnergy" section of the Kia App to ensure that we stop controlling the charging of your Vehicle. In this case, these Terms terminate automatically pursuant to Section 12.2.4 when you remove the last vehicle from the AllDayEnergy section of the Kia App. Removing a vehicle from the AllDayEnergy section of the Kia App does not affect your Kia Connect subscription.

3.3.3 If you remove a vehicle from the Kia App entirely, it is also automatically removed from the AllDayEnergy section of the Kia App and the AllDayEnergy Services are no longer available for this vehicle.

3.4 Language of the Services

The AllDayEnergy services is available in the following languages: English.

4. PREREQUISITES AND CONDITIONS FOR THE USE OF THE SERVICES

4.1 General prerequisites and conditions of use for all Services

4.1.1 Kia App and Kia Account

You may use the Services via the Kia App; to do so, you will have to connect the Kia App and your Vehicle.

Logging into the Kia App and usage of the Services requires a Kia Account. This is the same account you use to log into your Kia App. If you do not have a Kia Account yet, you can create one during the sign-up process. Use of the Kia Account is subject to the Kia Account Terms of Use and Privacy Notice which are accessible here: <https://connect.kia.com/eu/kia-account-docs/>.

4.1.2 Kia Connect-enabled vehicle, limitation to certain models and trims

You can use the Services only with certain models of Kia's fully electric (EV) 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 visiting the online Kia vehicle configurator (if you are about to purchase a new Kia vehicle) or by consulting the handbook or the information in the Head Unit (if you want to find out if the Kia vehicle you own is Kia Connect-enabled).

4.1.3 Vehicle's Head Unit must be in "connection ready" state

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 (7) days.

If the Vehicle has been switched off continuously for more than seven (7) 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 (5) seconds using a pen while the Vehicle is switched on.

4.1.4 Active Kia Connect subscription

Use of the Services requires that the Vehicle can be remotely controlled by the Kia App and the underlying back-end system. This requires that you have an active Kia Connect subscription. Provision and use of Kia Connect are 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 use and benefit from the Services. In particular, charging sessions can no longer be initiated and stopped remotely, and savings can no longer be calculated.

4.1.5 Contract with supported electricity supplier; linking with the Services

You must have ongoing contracts with an electricity supplier under a tariff supported by the AllDayEnergy in order to use the Services. This is because your electricity supplier will have to provide certain data and information required for use of the AllDayEnergy services. To enable the required data provision, you have to link your electricity supplier to the AllDayEnergy. The Kia App will guide you through the linking process when you enable the AllDayEnergy services.

4.1.6 Use of the Services at a supported location; setting this location in the Kia App

The charging location at which you want to use smart charging must be set during the sign-up process. For subsequent changes to the location, please contact the user support. In any case, your electricity supplier must be able to provide its services at the respective location.

4.1.7 Use with multiple vehicles

The Kia App allows to manage multiple vehicles, subject to the terms and conditions contained in the Kia App Terms of Use. However, the AllDayEnergy services can only be activated for one vehicle at a time.

For each vehicle, you can either be the "main user" or a "shared user". Each vehicle can only have one main user, all other users are shared users. The main user of a vehicle has full control and management rights regarding this vehicle, including the right and technical options to limit the shared users' use of and access to certain services in relation to this vehicle.

The full set of options to enable, control, and disable the AllDayEnergy services is available to the main user of a vehicle in any case. If you are a shared user, certain control functionalities may not be available, or you may be restricted to read-only access with regard to the settings of the Services.

4.1.8 Compatible mobile device with internet connection

In order to use our Products & Services, your device must operate on one of the supported versions of the operating system, as announced in the respective app store descriptions for the Kia App and related applications. Please refer to the app store listing for your device to review the current minimum system requirements, as these may be updated from time to time. Compatibility cannot be guaranteed for devices running unsupported or outdated operating system versions.

4.1.9 Availability of compatible mobile communication networks

The vehicle must be connected to a compatible mobile communication network and must be able to establish an internet connection. 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.

4.1.10 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.

4.2 Additional prerequisites for specific functionalities

Use of certain specific functionalities of the Services has additional prerequisites. The respective prerequisites are explained in detail in the context of the respective functionality in Section 3 above.

5. LIMITATIONS, DISCLAIMER

5.1 Your responsibility for data entered in the Kia App

Planning of the charging session(s) by the Services 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. Calculation of the start and stop times for the charging sessions therefore depends, in particular, on the desired departure time and the desired state of charge at the departure time you enter in the Kia App.

Furthermore, the calculation of the benefits depends on the accuracy of the information you provide.

It is your responsibility to ensure that the data you enter in the Kia App is accurate and meets your needs.

5.2 No responsibility of Kia for charging at a certain time

Kia cannot be held responsible for charging (or not charging) your Vehicle at a certain time which you may consider the "right" time. This applies in particular if the information entered into the Kia App manually or provided by the electricity supplier or other third parties is inaccurate or incorrect.

5.3 No guaranteed benefits

Kia does not guarantee any benefits through the use of the Services.

Any benefits displayed are only approximations and do not establish a claim for payment against Kia or the electricity supplier.

6. USER OBLIGATIONS, RESPONSIBILITIES, PROHIBITED USE

6.1 General obligations

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

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

6.1.3 You are responsible for filling in the correct data, in particular regarding electricity supply tariff, charging location, electricity supplier, and EV Charger manufacturer.

In cases of changes, you are responsible for updating the data in the Kia App without undue delay.

6.1.4 You are responsible for updating the desired departure time and state-of-charge levels manually when necessary.

6.1.5 You are obliged to turn off AllDayEnergy manually upon termination of these Terms, or when otherwise necessary, e.g. to minimize or to avoid losses or damages.

6.2 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:

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

6.2.2 You and Kia are entitled to terminate these Terms on the use of the Services with regard to the respective Vehicle pursuant to Section 12.4.

6.3 Prohibited use and other impermissible activities

6.3.1 You may only use the Services for the purposes and within the limits described in Section 3.

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

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

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

6.3.5 You may only use your login credentials for the Services to log into the Kia 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) Noncompliance with the above limitations may result in and Kia disclaims all responsibility 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 by you.

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

6.3.6 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.

6.4 Consequences of violations

Any violation of the obligations and restrictions in this Section 6 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 Services, the network, or other users. 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 Services, the network, or other users. In case of repeated violations, Kia may terminate these Terms for cause pursuant to Section 12.4.

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

7. SERVICE FEES

We will not charge you for using the Services while these Terms remain in effect..

8. INTELLECTUAL PROPERTY RIGHTS

8.1 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.

- 8.2 Nothing in these Terms 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.

9. SERVICE AVAILABILITY

- 9.1 We reserve the right to temporarily or permanently deactivate access to the Services in whole or in part insofar 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.

- 9.2 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 telephone carriers and faults in the power grid. In individual cases, the non-availability of the telephone network and/or the power grid 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.

- 9.3 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.

- 9.4 Where access to the Services is deactivated, restricted or disrupted as described in this Section 9, 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.

10. DATA PROTECTION

- 10.1 For information on how we collect and process personal data in connection with the provision of the Services, please refer to our AllDayEnergy Privacy Notice available at <https://connect.kia.com/uk/alldayenergy-legal-documents>.
- 10.2 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).

11. DATA USE AND DATA ACCESS IN ACCORDANCE WITH THE DATA ACT

- 11.1 By accepting these Terms, you grant the Kia Group a non-exclusive, perpetual, worldwide, transferable and sublicensable right, free of charge, to access, use, process (including the right to modify and to aggregate) and to provide related service data (i.e. non-personal data generated in connection with the use of AllDayEnergy) to third parties.
- 11.2 You have the right to request access to readily available related service data generated by your use of the Services (including the relevant metadata necessary to interpret and use those data) free of charge in a format that is comprehensive, structured, commonly used and machine-readable; provided such data cannot be directly accessed by you from the Kia App.
- 11.3 For details on data use and data access according to this Section, please refer to our [Data Act Information Notice](#) on our website.

12. TERM AND TERMINATION

- 12.1 You can use the Services (and these Terms commence) once you have authorized your Kia Account for use with the Services and you have accepted these Terms.
- 12.2 Services are automatically terminated:
- 12.2.1 when you or we deactivate your Kia Account in accordance with these Terms; or

- 12.2.2 when you or we deactivate your Kia Account in accordance with the terms and conditions applicable to the Kia Account; or
- 12.2.3 when your Kia Connect subscription expires and you do not renew it; or
- 12.2.4 when you remove the last vehicle from the AllDayEnergy section of the Kia App.
- 12.3 Either you or Kia may terminate these Terms at any time with one (1) week's prior notice. Notice of termination by you may be given by clicking the corresponding button in the Kia App, by contacting us via phone, or via the customer support contact form. Notice of termination by Kia may be displayed in the Kia App, may be sent by e-mail, or may be communicated by any other means available in connection with your Kia Account.
- Please note: Uninstalling the Kia App does not disable the Services nor does it terminate these Terms.
- 12.4 Nothing in these Terms affects either your or our right to terminate immediately where there is a valid reason for doing so. In particular, we may terminate these Terms immediately if there are severe or repeated violations of the User obligations under Section 6. 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 immediate termination of the Services with regard to the Vehicle concerned.
- 12.5 Either your or Kia's statutory termination rights remain unaffected.

13. CHANGES TO THE SERVICES; CHANGES TO THESE TERMS

13.1 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 14 on the Statutory Liability for Defects).

Furthermore, we may change our Services for the following additional reasons:

- to adapt to new technologies,
- to accommodate an increase or decrease in the number of users of the Services,
- to adapt to important changes in licenses or partnerships with third parties,
- to introduce clarifications and to fill gaps in these Terms, and

- to prevent abuse or damage to the Services and connected devices and Vehicles.

13.2 Changes to these Terms

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

If you do not wish to be bound by the proposed changed Terms, you must notify us and discontinue using the Services before the updated version comes into effect. In such case, each of you and Kia may terminate the provision of the Services with effect from the date on which the changes should have applied.

14. 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. 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.

15. LIABILITY

15.1 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.

15.2 In the event of simple negligence, unless Section 15.1 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 User 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.

15.3 Unless Section 15.1 applies, Kia shall not be liable in case of service unavailability due to the situations described in Section 9.2 (in particular interruptions caused by third parties) and Section 9.3 (in particular force majeure events).

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

16. CUSTOMER SERVICE / COMPLAINTS

You may use the contact details set out in Section 2 above in case of questions or complaints.

17. MISCELLANEOUS

17.1 Language of these Terms

These Terms are concluded in the local language version between Kia and you. After the conclusion of the respective Terms, the text of these Terms will be available for you to download at <https://connect.kia.com/eu/downloads-smartcharge/>.

17.2 Entire Agreement

These Terms are the entire agreement between us and you 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 and separate terms of use apply to the use of accompanying services such as your Kia Account, Kia Connect and payment services.

17.3 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.

17.4 Amendments and additions to these Terms

Any amendments and additions to these Terms 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.

17.5 Assignment of rights and duties

We are entitled to assign our rights and duties under these Terms to another service provider either in full or in part by providing six (6) weeks' notice to you. In this case, however, you

shall be entitled to terminate these Terms within one (1) month after receipt of the written notification effective at the time of the intended assignment to the company which is taking over from Kia under these Terms. 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 these Terms and thereby the right to use the Services at any time as stipulated in Section 12.

17.6 Severability

Should one or more provisions of these Terms be or become invalid or unenforceable in whole or in part, this shall not affect the validity and enforceability of the remaining provisions of these Terms. In place of any Standard Terms of Business (*Allgemeine Geschäftsbedingungen*) which are invalid or not incorporated in these Terms, the statutory provisions shall apply (§ 306 (2) BGB). In all other cases, we shall agree with you 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 these Terms (*ergänzende Vertragsauslegung*) does not have precedence or is not possible.

18. 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 these Terms on the provision of the Services.

18.1 Right of withdrawal

You have the right to withdraw from these Terms within fourteen (14) 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 these Terms 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 exercise of the right of withdrawal before the withdrawal period has expired.

18.2 Effects of withdrawal

If you withdraw from these Terms, 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 these Terms.

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.

18.3 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:

18.3.1 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;

18.3.2 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 BGB or, for Users in the Netherlands, in accordance with Section 6:230t par. 2 or 6:230v par. 7 of the Dutch Civil Code.

18.4 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.

Local law amendments

I. United Kingdom

For users in the United Kingdom, the below local conditions supplement the above main Terms. If there is any conflict or inconsistency between a provision in the main Terms and a provision in these local conditions, these local conditions will apply instead.

Any references in the main Terms to Germany-specific laws, regulations, authorities, courts, consumer rights or other local German requirements apply only to users in Germany. This includes the reference to German statutory provisions set out in the Section 17.6 (Severability) of the main Terms.

1 Contact Details

1.1 Contact to Kia Connect GmbH, Customer Support

If you have any questions about or in connection with these Terms or the Services, or wish to make a complaint, you may contact our United Kingdom customer support representatives at:

Email: info@kia-connect.eu

or use our contact form:

https://cloud.eu.connect.kia.com/DesktopWebform_KiaConnectInApp?l=&c=uk

1.2 Data Protection

For information regarding the personal data collected and processed in connection with the Services, please refer to our AllDayEnergy Privacy Notice that you can download under <https://connect.kia.com/uk/alldayenergy-legal-documents>.

2 Kia App and Kia Account

Use of the Kia Account is subject to the Kia Account Terms of Use and Privacy Notice which are accessible here: <https://connect.kia.com/eu/kia-account-docs/>

3 No Right of Withdrawal Regarding the Services

Section 18 (Instructions on the Right of Withdrawal Regarding the Services) of the main Terms shall not apply, as the statutory withdrawal right described in that section is not available under consumer law in the United Kingdom for these Services.

4 Liability

Section 14 (Statutory Liability for Defects) and Section 15 (Liability) of the main Terms shall not apply. In its place, the below terms shall apply:

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation.

We only provide the Services for domestic and private use. You should not use the Services for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

5 Entire Agreement

Section 17.2 (Entire Agreement) of the main Terms shall not apply.

6 Governing Law

Please note that these Terms, their subject matter and their formation, are governed by English law. We both agree that the courts of England and Wales will have exclusive jurisdiction, except that if you are a resident of Northern Ireland, you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.