

Terms of Use – KIA Account

1 Introduction

1.1 KIA wants to offer you services to make your KIA experience as safe, effortless and enjoyable as possible. Therefore, KIA offers you the "KIA Account". The KIA Account is a unique, personal and non-transferable account that enables the use of various services provided by KIA and/or external companies. These services may include online services, apps and other software services. You may only use such services with your KIA Account.

1.2 In case of questions on the KIA Account, please call our customer call center under:

- België/Belgique: +32 80069706970
- France: +33 969 320 600
- United Kingdom: +44 3332022990
- Deutschland: +49 800 777 3044
- Sverige: +46 840 044 300
- Nederland: +31 888 542542
- España: +34 91 304 31 90
- Italia: +39 848 582 588
- Ireland: +35 3818300007
- Magyarország: +36 80 315 542
- Polska: +48 605542542
- Österreich: +43 1734290010
- Slovensko: +421 232 421 341
- Česko: +42 0222999333
- Norge: +47 679 70 700
- România: +40 213 125 005
- Ísland: +354 590 2130

2 Terms of Use

2.1 By ticking a box in the acceptance process, you accept these "Terms of Use" and conclude an agreement with Kia UVO Connected GmbH, Theodor-Heuss-Allee 11, 60486 Frankfurt, Germany (hereinafter referred to as "KIA", "we", "us" or "our") on the creation and use of a unique KIA Account (as described further in section 3 below) for the access and/or management of the related services, which are further described in and are subject to "Special Terms of Use". Such Special Terms of Use may restrict the use of the services and/or may require the connection of the KIA Account. In the event of a conflict between these Terms of Use and the applicable Special Terms of Use, the Special Terms of Use shall prevail.

2.2 You are only permitted to use the KIA Account if you are of legal age.

2.3 If your device(s) are not equipped with the necessary technical features or if your device(s) do not meet the requirements of these Terms of Use, we shall not be obliged to provide you with the KIA Account.

2.4 The use of the KIA Account may require internet access or other telecommunication services. These Terms of Use do not apply to the telecommunication services that may be required to use the KIA Account. These are subject to a separate agreement (including charges) with the provider of your telecommunication services.

2.5 The use of the KIA Account is free of charge.

2.6 In order to gain access to certain services, you may have to link / connect your KIA Account to one or more KIA vehicles. This is set out in the applicable Special Terms of Use.

- 2.7 The information you provide for the creation of a KIA Account shall be accurate. The data collected in connection with the KIA Account includes:

Your name, salutation, your email address, your phone number, the password, country, preferred language, the fact that you accepted these Terms of Use.

- 2.8 The KIA Account shall be created for use in accordance with these Terms of Use. We can reach you under the email address you provided when registering your KIA Account in the context of the KIA Account, if required.

3 Changes to Terms of Use

We may reasonably change these Terms of Use or functionalities of the KIA Account from time to time. Changes will be notified to you by email or in another form of notification. If you do not object to those changes in text form within 4 weeks after receipt of the notification, the changes are deemed to be agreed. We will expressly notify you about the right to reject and the consequences of being silent.

4 Restrictions of Use

- 4.1 You may not use the KIA Account in violation of the provisions of these Terms of Use.
- 4.2 Furthermore, you must not use the KIA Account in a manner that violates applicable laws or regulations, such as intellectual property rights or traffic regulations. A use that threatens the security of the KIA Account, as well as a use that could jeopardize or impair the technical infrastructure of KIA or a third party or the use of the KIA Account by other customers is also prohibited. In addition, you must not damage, disable or otherwise interfere with the KIA Account or introduce into the KIA Account any viruses, "worms", malware, spyware, "trojans" or any other harmful code or program that could compromise the operation of the KIA Account.
- 4.3 The KIA Account requires a password. You shall choose a password that is sufficiently secure for third parties. We can set rules on what counts as a sufficiently secure password. You are responsible for keeping your password secret and not disclosing it to a third party. If you suspect that a third party has received unauthorized access to your password, you shall immediately change the password. If you suspect that a third party has been given unauthorized access to the services with your KIA Account, please contact our customer service (see section 1.2) immediately.

5 Intellectual Property Rights

- 5.1 The entire content of the KIA Account is the property of KIA, its direct or indirect subsidiaries and affiliated companies (hereinafter referred to collectively as "**KIA Group**") or third parties and is protected by applicable copyright law with all rights reserved. All rights in the KIA Account, 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 KIA Account in any manner without our express written consent. You may not reproduce (in whole or part), transmit (by electronic means or otherwise), modify, display, redeliver, license, link or otherwise use the KIA Account for any public or commercial purpose without our prior permission.
- 5.2 Nothing in these Terms of Use shall be construed as granting a license or right to use any image, trademark, KIA 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 KIA Account and will enforce such rights to the full extent of applicable copyright and trademark law.

6 User Content

KIA does not claim ownership of content you make available through the KIA Account, and nothing in these Terms of Use limits your rights to use such content.

7 Liability

- 7.1 KIA's contractual and statutory liability for damages caused by slight negligence shall, irrespective of its legal ground, be limited as follows:
- a) KIA shall be liable up to the amount of the foreseeable damages typical for this type of agreement due to a breach of material contractual obligations;
 - b) KIA shall not be liable for the slightly negligent breach of any other applicable duty of care.
- 7.2 The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability for the willful misconduct, liability under the German Product Liability Act (*Produkthaftungsgesetz*), and liability for culpably caused personal injuries. In addition, such limitations of liability shall not apply if and to the extent KIA has assumed a specific guarantee.
- 7.3 Sections 8.1 and 8.2 apply accordingly for KIA's liability for wasted expenditures.
- 7.4 You are obliged to take reasonable efforts for the prevention and minimization of damages.

8 Data Protection

For information on how we collect and process personal data in connection with the KIA Account please refer to our Privacy Notice - KIA Account. Specific information about data processing associated with services other than the KIA Account can be found in the Privacy Notices of the respective service.

9 Term

- 9.1 You may use the KIA Account as of the day you registered for the KIA Account.
- 9.2 You can deactivate your KIA Account at any time. Once your account is deactivated, it cannot be used anymore to log into services connected with it. In such a case, the reactivation of your existing KIA Account or the creation of a new Kia Account is necessary to continue the use of these services.
- 9.3 You can also terminate this contract at any time. In such case, these Terms of Use cease to apply. If the existence of a KIA Account is necessary for the use of a service, the termination will become effective earliest at the time at which the obligation to provide the service ends. In the case several services are connected to your KIA Account, the longest contract duration is relevant for the termination.
- 9.4 We reserve the right to permanently or temporarily block and/or revoke the use of the KIA Account in case of material breach of these Terms of Use and, in case of material breach of these Terms of Use, to terminate the Terms of Use.

10 Miscellaneous

- 10.1 These Terms of Use are the entire agreement of the parties with respect to the subject matter of the use of the KIA Account and supersede all prior agreements, written or oral, between the parties with respect to the subject matter.
- 10.2 Deviating, conflicting or supplementing terms and conditions of the user shall only govern the use of the KIA Account if explicitly accepted by us in writing.
- 10.3 We are entitled to assign our rights and duties under these terms of use either in full or in part to another service provider by providing 6 weeks' notice to the user. In this case, however, the user shall be entitled to terminate the agreement within one month after receipt of the

notification effective at the time of the intended assignment of the agreement to the assignee.
We shall expressly inform the user of this right of termination in the notification.

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