

Kia Connect Account – Terms of Use

1. These terms of use

1.1 What these terms of use cover. Using the interface on our sign-up page, you may create a personal Kia Connect customer account (the "Kia Connect Account"), by providing your name, your email address and a unique password. A Kia Connect Account allows viewing and accessing Kia services, which are available now and which may be added in the future. These terms of use (the "Terms") govern the use of your Kia Connect Account.

Each Kia service, which you may access through a Kia Connect Account, is governed by its own terms of use.

1.2 Why you should read these Terms. Please read these Terms carefully before you sign up for a Kia Connect Account. These Terms tell you who we are, how you and we may change or end the contract, what actions are prohibited, and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

2. Information about us and how to contact us

2.1 Who we are. We are Kia Middle East & Africa FZE with its registered office in BCW Jafza One Jebel Ali Free Zone, Dubai, United Arab Emirates. Our company registration number is 182303

2.2 How to contact us. You can contact us by writing to us at kiaconnectsupport@kia.ae

2.3 How we may contact you. If we have to contact you, we will do so by writing to you at the email address provided to us in your registration for your Kia Connect Account.

2.4 "Writing" includes emails. When we use the words "writing" or "written" in these Terms, this includes emails.

3. Entering into a contract between you and us under these Terms

3.1 The Kia Connect Account is available only to persons of legal age :

Jurisdiction	Age
Kingdom of Saudi Arabia	18
United Arab Emirates	21
State of Kuwait	21
State of Qatar	18
Kingdom of Bahrain	21

3.2 If your devices are not equipped with the technical features required for the access and use of the Kia Connect Account, we shall not be obliged to provide you with a Kia Connect Account.

3.3 The Kia Connect Account is provided to you free of charge. You accept these Terms by ticking a box indicating your acceptance during the process of signing up for the Kia Connect Account. Your acceptance means that a contract will come into existence between you and us.

3.4 The use of the Kia Connect Account may require internet access or other telecommunication services. These Terms do not cover any such services. Internet and other telecommunication services, and their prices, are subject to separate agreement(s)

with the provider(s) of such telecommunication services.

4. Your obligations

4.1 The information you provide to us for the creation of a Kia Connect Account shall be accurate.

4.2 You may not use the Kia Connect Account in violation of the provisions of these Terms.

The use of your Kia Connect Account is personal, and you may not allow any third party to access your Kia Connect Account.

You may not use the Kia Connect Account in a manner that violates any applicable laws or regulations, including any rules on intellectual property rights.

You may not do anything which threatens the security of the Kia Connect Account, or could jeopardize or impair our technical infrastructure or that of a third party.

You may not damage, disable, hack into, or otherwise interfere with the Kia Connect Account, or introduce into the Kia Connect Account any viruses, "worms", malware, spyware, "Trojans" or any other harmful code or program that could compromise the operation of the Kia Connect Account.

4.3 The Kia Connect Account requires a password. You shall choose a password that is sufficiently secure against third parties. We can set rules on what counts as a sufficiently secure password. You are responsible for keeping your password secret and protecting it against accidental disclosure to any third party. If you suspect that a third party has gained unauthorized access to your password or to your Kia Connect Account, you shall immediately change the password and immediately contact our customer service (see section 2.2).

5. Intellectual Property Rights

5.1 The rights in the entire content of the Kia Connect Account belong to us and/or our affiliated companies (collectively the "**Kia Group**"), and/or to third parties, and are protected by applicable copyright law.

The rights to the Kia trademarks and the underlying software of the Kia Connect Account belong to the Kia Group and its licensors. You may not sell, distribute, publish, broadcast, circulate or commercially exploit the Kia Connect 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 Connect Account, the Kia Connect Account content or the Kia trademarks for any public or commercial purpose without our prior permission.

5.2 Nothing in these Terms shall be construed as granting a license or a right to copy or distribute any content, image, or trademark. We reserve all rights with respect to our proprietary information or material in connection with the Kia Connect Account and will enforce such rights to the full extent of applicable law.

6. Our rights to make changes

6.1 **We may change these Terms or the Kia Connect Account.** We may change these Terms or functionalities of the Kia Connect Account from time to time. Changes to these Terms will be notified to you by email or through another form of notification. If you do not object to those changes in text form within 2 weeks after receipt of the notification, the changes will be deemed accepted by you. We will expressly notify you about the right to reject and the consequences of being silent.

6.2 We may suspend your access to your Kia Connect Account. Among other reasons, we may have to suspend access to your Kia Connect Account to:

- (a) deal with technical problems or make minor technical changes;
- (b) make updates to reflect changes in relevant laws and regulatory requirements.

7. How to end the contract with us (including if you have changed your mind)

7.1 You can terminate your Kia Connect Account at any time by clicking on the " delete your account " button. Upon deletion of your account, all corresponding data will be permanently erased and cannot be recovered.

7.2 IMPORTANT: once your Kia Connect Account is deactivated, you will no longer be able to log into any Kia services connected with it.

7.3 Your obligations set out in section 4.2 above shall survive the termination of this contract. As such, we may exercise our rights in connection to your violation of the provisions of section 4.2 even after the end of this contract.

8. Our rights to end the contract

8.1 We may end the contract if you break it. In this case, we will end this contract by providing you a notice of termination in writing.

We may discontinue the Kia Connect Accounts. We may write to you to let you know that we are going to stop providing you with access to your Kia Connect Account. We will let you know in advance of our discontinuation the Kia Connect Account.

9. Our responsibility for loss or damage suffered by you

9.1 We are limiting some of our liability for your losses or damages. If we break an essential obligation under these Terms (i.e. an obligation on which the proper implementation of this contract depends, and which you could reasonably expect to be fulfilled) through simple negligence, our liability will be limited to compensating your losses or damages which are (1) a foreseeable result of breaking this contract and (2) typical for this type of agreement. We exclude our liability for violating any non-essential obligations.

9.2 We do not exclude or limit our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our fault, liability for willful actions or gross negligence, liability under any mandatory provisions of the applicable law (see Clause 11.4 below).

9.3 We are not liable for business losses. The use of the Kia Connect Account is limited to private use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

9.4 You are obliged to take reasonable efforts to prevent and minimize your losses and damages.

10. How we may use your personal information

10.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Notice at [<https://connect.kia.com/mea>]

11. Other important terms

11.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organization. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may end this contract by

deactivating your Kia Connect Account.

11.2 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

11.3 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

11.4 Which laws apply to this contract. These Terms are governed by the laws of the United Arab Emirates. However, if the laws of your habitual place of residence provide mandatory application of construing and interpreting this contract, such rules shall apply instead.

11.5 Where to resolve disputes. Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Dubai International Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat of arbitration shall be Dubai, the Dubai International Financial Center (DIFC). The language to be used in the arbitration shall be English.