

Kia Middle East & Africa FZE

Terms of Use - Kia Connect Services Effective from 1st Aug, 2025

Other language versions of these Terms of Use can be accessed and downloaded under:
[<https://connect.kia.com/mea>]

1. Introduction

- 1.1** In order to use our Kia Connect MEA services (“**Kia Connect**” or “**Services**”), please read the following Kia Connect MEA terms (“**Terms**” or “**Terms of Use**”).

These Terms will apply whenever you use the Services within the Kia Connect app and inside the vehicle infotainment system. By clicking “I accept the terms of use”, or by otherwise accessing or using the Services, you agree that you have read and understood, and, as a condition to your use of the services, you agree to be bound by these Terms.

You can find the latest version of these Terms whenever you like in the menu of the Kia Connect app and in the menu of the infotainment system (this is the head unit of your vehicle).

- 1.2** We are Kia Middle East and Africa FZE with its registered office in BCW Jafza One Jebel Ali Free Zone, Dubai, United Arab Emirates (“Kia”). We are your contractual partner regarding the provision of the Services.
- 1.3** If you have questions, then please contact us by email at kiaconnectsupport@kia.ae

2. Use of Services

2.1 General Preconditions

- 2.1.1** You must be 18 (or, for specific jurisdictions, the following age) or over to accept these Terms:

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

- 2.1.2** You can only use the Services with Kia vehicles which are equipped with the specific hardware for Kia Connect, in particular a modem with preinstalled eSIM card and a specific antenna.
- 2.1.3** Our contract regarding the provision of the Services based on these Terms must be distinguished from your contract for the purchase (or lease) of your Kia vehicle. The two are legally separate contracts, which, subject to mandatory provisions of applicable laws, do not in principle affect each other.
- 2.1.4** Subject to Section 3.4, your account and the Services are linked to your specific vehicle and therefore cannot be received in or transferred to another vehicle.

- 2.1.5** You can activate and deactivate all or only certain categories of Connected Car Services at any time through the Kia Connect app.
- 2.1.6** The use of Kia Connect app requires a compatible mobile device and OS version. The minimum required OS versions are iOS 13 and Android 5.0. Please refer to [<https://connect.kia.com/mea>] to check the officially supported devices.
- 2.1.7** You can use our remote app services only if the application receives live information from the vehicle. This is possible only if the vehicle's ignition has not been switched off for more than fourteen days for ccNC (Connected Car Navigation Cockpit) vehicles.
- 2.1.8** Not all Services may be available for use with your specific vehicle - this may depend on your country (including mandatory provisions of its applicable laws), your Kia vehicle model as well as on the software version of the app and the infotainment system, regarding which you can refer to documentation provided by your authorized distributor at the time of purchase. We have also provided additional information in Section 3 below regarding availability of certain Services.

2.2 Kia Connect: Infotainment system and App

2.2.1 To use the Services, you do the following:

- (1) Activate Kia Connect on your infotainment system. (limited services only. See Section 4)

For the full access to the Services;

- (2) Download the application "Kia Connect" in the Google Play Store or Apple App Store;
- (3) Log in with your Kia Account;
- (4) Allow Kia Connect to access to your personal data from your Kia Account (such as phone number, user profile, email address) which shall be subject to our Privacy Notice at [<https://connect.kia.com/mea>];
- (5) Enter your phone number and verify your number with a 6-digit verification code, which we will send to your phone number via SMS;
- (6) Create a 4-digit pin for your own Kia Connect service;
- (7) Add a Kia vehicle;
- (8) Accept the Kia Connect Terms of Use (these Terms);
- (9) Read the "Privacy Notice"; and
- (10) In your infotainment system, select [Kia Connect] - [Kia Connect settings] - [Modem information] and scan the QR code with your mobile phone. Alternatively, you can also enter your Vehicle Identification Number (VIN) manually. Verify your VIN by entering an activation code, which we will send to your vehicle's infotainment system.

Please note that the activation of Kia Connect in the infotainment system and the use of the Kia Connect app are two separate processes. Some Services are only available in the app (see Section 3 below). If you remove your vehicle from the Kia Connect app, the Services will also be deactivated from the infotainment system.

Please see Section 7.4 if you intend to sell your vehicle or otherwise permanently transfer its ownership to a third party.

- 2.2.2** The contract between you and us regarding the Services is concluded when you are granted access to the Services either in the app upon successful activation and adding the vehicle, or upon activation of the Services in the menu of the infotainment system (the head unit of your vehicle).

The latest version of these Terms will be available to you at any time in the menu of the infotainment system ("Settings" → "Kia Connect" → "Terms of Use" on the head unit of your vehicle).

- 2.2.3** If you do not yet have a Kia Account, please create a new account by doing the following:

- (1) Open the Kia Connect app and select country of residence.
- (2) Click "Create Account".
- (3) Accept the Terms of Use and the Privacy Notice that apply for the Kia Account and click "OK".
- (4) Enter your email address and click "Check" to send a verification email.
- (5) Check your inbox of the email address and click "Verification" button in the email
- (6) Click "Confirm" button to complete the email verification.
- (7) Enter your desired password, name and date of birth and click "Sign Up" to complete creating the account.

- 2.2.4** If you have forgotten your email address or password for logging into your Kia Account, then you can click on the "Forgot password?" link in the Kia Connect app.

2.3 Kia Connect Complimentary Period

- 2.3.1** Customers who have purchased a vehicle are provided with a complimentary period of three (3) years of free services from the vehicle warranty start date.
- 2.3.2** Upon expiry of the complimentary period, the free Services will be terminated, and you can subscribe to a Kia Connect package that is available for your vehicle model against a fee, by a separate agreement. You will not be automatically charged of any fees upon expiration of complimentary period. You will be informed of the applicable fees, including any taxes and other potential charges, prior to the commencement of the paid service period.

3. Kia Connect Service List: App

3.1 Remote Services

Some feature under this Services may differ depending on each vehicle's model/trim, and/or each country's regulation. Please refer to documentation provided by your authorized distributor at the time of purchase as well as your vehicle's infotainment

system for a full list of features available for your vehicle should you wish to obtain more information.

3.1.1 Push notifications

Once enabled, Kia Connect push notifications will provide you with the following information. The specifications may vary depending on the country or vehicle model as explained above:

- Burglar alarm
- Door open / boot open / bonnet open / charging door open / window open
- 12V voltage battery discharge alarm
- High-voltage battery warning alarm
- Rear seat alert / hazard lights alert / sidelights alert / engine idling alert
- Climate control status / charging status / door locked and unlocked / software update status

3.1.2 Remote lock and unlock

Forgot to lock your car? There's no need to worry: Kia Connect will let you know by sending a push notification to your smartphone.

Then, after entering your PIN, you can lock or unlock your vehicle from all over the world using a button in the Kia Connect app.

3.1.3 Remote window control

The remote window control function allows you to remotely open and close the windows of your vehicle.

3.1.4 Remote Window Ventilation

The remote window ventilation function allows you to remotely open and close the windows of your vehicle a small distance for ventilation purposes.

3.1.5 Remote horn and light

The remote horn and light function allows you to remotely activate both the hazard lights and the sound of the horn of your vehicle for approximately 30 seconds. The horn can be stopped earlier if you open and lock the door with the smart key.

3.1.6 Remote light

The remote light function allows you to remotely flash the hazard light of your vehicle for approximately 30 seconds.

3.1.7 Remote charging (EVs only)

Remote charging allows you to remotely start or stop your charging. To use remote charging, simply activate "Auto-charge" inside your Kia EV or PHEV. Charging sessions can be stopped remotely using the Kia Connect app. When using charging stations, sessions should be stopped directly at the charging station.

3.1.8 Scheduled charging (EVs only)

This convenience feature allows you to set up a charging schedule tailored to your needs. On top of this, you can set a target temperature for the beginning of your next trip.

3.1.9 Remote start & climate control

This feature allows you to precondition your car whenever you want: just set a target temperature and start remote climate control. For your convenience, you can also activate the rear window and the steering wheel heating. After activating remote start & climate control, entering the vehicle with the smart key will switch it to normal ignition mode, keeping the engine running. If you don't have the smart key, the engine will run for the preset duration.

Before activating remote start, make sure your vehicle is safely parked, and under conditions suitable for engine ignition. Additionally, ensure that remote engine start will not violate any local rules, regulations, and laws at your vehicle's current location. To drive the vehicle, the key must be present. Please note, Remote Start may not be available in all vehicles, particularly those equipped with manual transmissions.

3.1.10 Remotely opening/closing the charging door (EVs only)

This feature allows you to remotely open and close the charging door of your vehicle.

3.1.11 Remote control of hazard lights / sidelights

When your vehicle is left with the hazard lights and/or sidelights on, the Kia Connect app will inform you via a notification. You can turn off the lights remotely using the app.

3.1.12 Remote battery conditioning (EVs only)

This feature helps you to optimize the battery temperature in order to improve the charging performance of the vehicle.

3.1.13 Remote Climate Scheduler (EVs only)

This feature allows you to activate the scheduled climate. Set the target temperature and defrost option for two different departure schedules.

3.1.14 Charging current control (EVs only)

In the charging current menu, you can adjust the current supplied from the slow charger to 60%, 90% or 100%.

3.1.15 Find my car

Forgot where you parked? Simply open the Kia Connect app and the map will guide you there.

3.1.16 Send to car

The Kia Connect app allows you to search for destinations no matter where you stay. Kia Connect then syncs with your navigation system, loading the route so that it is ready to go when you are. Simply get in and press go.

3.1.17 My car POI

My car POI synchronizes the stored POIs (points of interest) such as "Home" or "Work address" between the infotainment system and your Kia Connect app.

3.1.18 Last mile navigation

You might have to park your car somewhere before you reach your actual destination. If you are between 200 m and 2 km away from your destination, you can hand over the navigation from your car to the Kia Connect app. With Google Maps, your smartphone will then guide you exactly to where you want to go.

3.1.19 First mile navigation

First mile navigation guides you to the vehicle via Google Maps. Send the destination to your vehicle using the Kia Connect app. If you are between 200 m and 2 km away from your vehicle, your smartphone will guide you to the vehicle location.

3.1.20 Valet parking mode

The valet parking mode protects your private infotainment information when you give your car keys to another person. Once the service is activated on your infotainment system, the driver can only see the valet mode screen. The rear camera will still work. The valet parking mode also provides the following information in your Kia Connect app:

- Drive start and end
- Driving distance
- Driving time
- Top speed

You can disable the valet parking mode using your password in your infotainment system or your Kia Connect app.

3.2 Vehicle Status Information via Kia Connect

Some feature under this Services may differ depending on each vehicle's model/trim, and/or each country's regulation. Please refer to documentation provided by your authorized distributor at the time of purchase as well as your vehicle's infotainment system for a full list of features available for your vehicle should you wish to obtain more information.

3.2.1 Vehicle report

The vehicle report provides information about the usage of your Kia vehicle. You can also check the status of the most important control units such as the airbag, brakes, tyre pressure, etc.

3.2.2 Status update

The status update informs you about the vehicle status. Depending on your vehicle, you can view information about:

- Distance to empty
- Fuel level
- Engine on/off
- Door lock status
- Climate control status
- Tailgate open/closed
- Bonnet open/closed
- Window open/closed
- Sunroof open/closed
- 12V battery status
- Steering wheel heating on/off
- Side mirror heating on/off
- Defrost windscreen on/off
- Rear window heating on/off

<EVs only>

- High-voltage battery status
- Scheduled charging on/off
- Scheduled climate control on/off

- Charging door open/closed
- Current charging power (during charging)

3.2.3 My trips

My trips provides information about your vehicle usage per day or per month. For each trip, you can check your time driven, mileage, average speed and top speed.

3.3 3.3. Car Sharing

3.3.1 Share my car

You can share the Services with one or more other users through the “Share Car” function in the Kia Connect app. If you use the “Share Car” function, you will share the Services and data related to your Kia vehicle which you registered in the Kia Connect app. To use the shared Services, the other user has to follow the steps described in Section 2.2.1 above.

You can stop sharing the Services at any time by removing any other user under the “Shared car settings”. Then the vehicle will be unlinked from the shared user’s Kia Connect app.

3.3.2 Request to share car

You can request that other Kia Connect users share the Services and data related to their Kia vehicle in the Kia Connect app through the “Request to Share Car” function in the Kia Connect app.

3.4 User profile transfer

Your vehicle settings are automatically stored in your driver profile. When you log in to any Kia vehicle with your profile, your saved vehicle settings will be applied.

3.5 Calendar

You can sync your Google calendar or iCloud calendar in the Kia Connect app in order to check your upcoming appointments in your infotainment screen.

3.6 Touch ID and Face ID (iOS) or fingerprint and face recognition (Android)

You can use certain functions of our app with Touch ID or Face ID (iOS) or fingerprint and face recognition (Android) instead of your PIN. You can turn off the use of Touch ID or Face ID (iOS) or fingerprint and face recognition (Android) at any time in our app.

3.7 Alert Services

3.7.1 Valet alert

The valet alert notifies you if your vehicle travels beyond the distance limit, speed limit (optional) and idle time (optional) you have preset in the Kia Connect app. The distance limit is calculated starting from the location where the alert was activated in your vehicle or in the Kia Connect app.

3.7.2 Geofence alert

You can set boundaries for allowed and restricted areas for your vehicle in the Kia Connect app. When you activate the geofence alert in your vehicle, you will be notified if your vehicle exits an allowed area or enters a restricted area.

3.7.3 Speed alert

This feature allows you to preset a speed limit for your vehicle in the Kia Connect app. You will be notified if your vehicle exceeds this speed limit.

3.7.4 Time fencing alert

You can set time windows in the Kia Connect app, and if your vehicle moves during these times, you will receive a notification.

3.8 Kia Digital Key

3.8.1 Kia Digital Key is an optional feature available for chosen Kia models and can be selected only upon vehicle purchase, to the extent permissible under the relevant legislation.

3.8.2 Kia Digital Key allows you to unlock, lock and start your vehicle with your smartphone or other smart devices without the need to carry a physical smart key on you. Please check whether your smartphone is compatible and fully supports this function on our website (<https://connect.kia.com/mea>)

3.8.3 In order to activate this function, the Kia Connect app must be downloaded and set up (please see Section 2.2 above for instructions on how to do this) and the Kia Digital Key activated. To activate the Kia Digital Key, you must be inside your vehicle with the engine on and the gear in P status. Initiate the pairing process from the Kia Connect app by clicking “More” → “Vehicle Digital Key” → “Register Digital Key”. The activation process will be taken over to your wallet app and will be subject to the relevant terms thereof. Once the registration process is started from your wallet app, place your smartphone on the vehicle’s wireless charging pad.

3.8.4 The initial setup requires two physical smart keys to be with you inside the vehicle. By doing so, you confirm that you are authorized to dispose of the vehicle and are entitled to activate and use the Kia Digital Key function of the connected vehicle in accordance with this Section.

3.8.5 Kia Digital Keys can be activated on a smartphone / smart device within the Terms of Use as defined in this Section and Section 11. Each Kia Digital Key automatically expires when the contract with you based on these Terms of Use is terminated in accordance with Section 11.2.

3.8.6 You may share Kia Digital Keys with multiple smartphones. You may also activate Kia Digital Keys on other smart devices depending on their interoperability. Please find further technical details on our website (<https://connect.kia.com/mea>).

You may share and manage a Kia Digital Key via the wallet app, in which case the respective Terms of Use apply in addition. When sharing the Kia Digital Key, you can restrict which features can be accessed. You can revoke a shared Kia Digital Key or delete an activated Kia Digital Key at any time before it expires via the respective wallet apps or via the Infotainment system (“Settings” → “Vehicle” → “Digital Keys” → “Smartphone Key” → “Delete”). If the Kia Digital Key is deleted by the user it has been shared with or retrieved by the main owner of the Kia Digital Key, the shared user can’t access the vehicle anymore.

3.8.7 Once you have activated the Kia Digital Key function, you are responsible for ensuring that you allow only trusted individuals to use the Kia Digital Keys. In particular, you must not allow the recipient of a Kia Digital Key to drive the vehicle

if they do not hold a valid driver's license and/or if the recipient is otherwise not able and not authorized to drive motor vehicles in the respective country at the time they wish to drive.

- 3.8.8** In the event of sale or other permanent transfer of the vehicle to a third party, you are obligated to delete all active Kia Digital Keys in good time as part of your obligations under Section 7.4 (and shall not be allowed to use them).
- 3.8.9** NOTICE: Kia Digital Key is based on NFC technology (near-field communication), BLE (Bluetooth Low Energy) or UWB (ultra-wideband) depending on vehicle model. If your Kia Digital Key device is switched off or the battery is fully discharged, you will only be able to use Kia Digital Key for limited time thereafter. For more guidelines regarding the safe use of the Kia Digital Key, please consult the vehicle's manual.

4. Kia Connect Service List: Infotainment System

4.1 Live traffic

Kia Connect uses real-time traffic information to provide you with the best routes according to prevailing conditions. This allows for faster routes and more precise arrival times. (These Services may not be available in certain countries)

4.2 Weather

This feature provides weather information for the next five days.

4.3 Online Voice Recognition

You can use spoken language to access and control the infotainment system and to draft and send text messages. Online voice recognition operates in our Kia Connect cloud environment. Your voice samples and GPS coordinates will be processed in order to perform and improve the voice recognition service. Online voice recognition is currently available in English and Arabic.

4.4 Vehicle diagnostics

Vehicle diagnostics provides information about active trouble codes (vehicle error messages) of certain control units of the vehicle.

4.5 Connected Routing

Connected routing means that the route from your current position to your destination is calculated by a powerful server inside the Kia Connect cloud environment, and not just by the infotainment system itself. Why is that better? Because it allows for more accurate traffic forecasting, more precise times of arrival, and more reliable route recalculations.

4.6 Kia Connect User Profile

The Kia Connect user profile allows you to save various vehicle settings in your Kia Connect cloud and apply them to different vehicles.

To set up your user profile, follow the instructions in your infotainment system and link your profile with your Kia account. You can set up two profiles per vehicle plus one guest profile.

You can use this feature where two or more drivers use the same vehicle but prefer different settings for sound, language or map view.

Here is a list of various items that can be stored under the driver/user profile (subject,

where applicable, to the Privacy Notice at [<https://connect.kia.com/mea>])

- Profile picture
- Phone connection settings
- Date and time settings
- General settings Sound settings
- Display settings
- Voice recognition settings
- Radio settings
- Vehicle settings
- Navigation settings
- All these settings can be exported to another vehicle via Kia Connect. If a friend is temporarily using your vehicle, they can use a guest profile.

4.7 Notification Centre

The Notification Centre allows us to send you information about your vehicle.

We only use this service for important information. The information will appear as a pop-up in your infotainment system. You can deactivate receipt of certain types of information in the settings or when you receive a pop-up.

4.8 Like Feature

While playing music via USB you can click the “thumbs-up” or “thumbs-down” button in order to mark your preference. The liked songs will be added to the playlist.

5. OTA (Over-the-Air) Update

Kia Connect provides wireless (“over-the-air”) software updates (“OTA updates”) for the vehicle system as well as the map and infotainment system.

Your infotainment system will regularly check whether new software versions are available and automatically download any available software updates to your vehicle and prepare the respective installation if you have consented to it. You can still use the infotainment system during the download and preparation process.

Before the software update is installed and finalised, the system will ask you if you want to complete the software update now or later. With each update, you will be provided with details of its content as well as further information on the update process.

You can disable this feature by turning off the toggle in the Kia Connect application (“More” → “Service list” → “Vehicle system OTA update”).

In this case or if for any reason you do not install an OTA Update, software updates can be performed as usual (manually via USB stick as well as in a Kia workshop).

Please note that additional costs may be incurred for some software updates performed in a workshop upon your request. Please contact your dealer in advance for details. No fees will apply in the case of updates related to mandatory service campaigns.

Furthermore, we reserve the right to perform certain software updates exclusively at our designated dealer workshops. You are not obliged to download or install the OTA updates; however, your vehicle or the services provided (such as security-related systems, infotainment system, Kia Connect) may not function properly or at all if you don't.

5.1 Vehicle System OTA Update

OTA updates may concern the vehicle system and can be provided due to various reasons and for different purposes, in particular to remedy a defect within the respective warranty period or within the scope of the manufacturer's guarantee or for other security-related reasons.

If a software update is provided via the Kia Connect OTA Update service, statutory provisions or other agreements that contain overriding provisions regarding the software update itself shall remain unaffected.

Please read each update notice carefully and follow the displayed instructions. You cannot operate the vehicle during the installation process.

Once updates are completed, it will be notified on the App, and the latest update history will be available to you in the menu of the infotainment system. (*Settings* → *System Information* → *Major Updates*) Detailed information about each update can be accessed in this menu as well as through the announcements on our official website.

5.2 Infotainment OTA Update

Kia Connect may also provide OTA updates for the maps and the infotainment system of your vehicle during the term of our contract (see Sections 2.3.1 and 2.3.2). OTA updates for the infotainment system may include updates required to maintain the Kia Connect Services in accordance with these Terms (e.g., to maintain functionality, compatibility or security). We will provide you with such updates during the term of this contract (and, if you do not agree to such updates, please refrain from using the relevant Services). Further information on the update process and details of the content of each software update will be provided with each update notice. You cannot operate the infotainment system during the installation process.

6. Intellectual Property Rights

6.1 The content of the Services is protected by applicable copyright or other intellectual property law with all rights reserved. All rights for the Services, in particular the underlying software, the content and arrangement, are owned by or licensed to Kia Group. ("Kia Group" refers to Kia Company and its affiliated companies.)

6.2 Nothing in these Terms of Use shall be construed as granting a license or right to (and you are prohibited from each of the following actions):

- 6.2.1** 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 law;
- 6.2.2** rent, lease, sub-license, loan, provide, or otherwise make available Kia Connect or the Services in any form, in whole or in part to any person without prior written consent from us;
- 6.2.3** copy Kia Connect or the Services, except as part of the normal use of Kia Connect or where it is necessary for the purpose of backup or operational security;
- 6.2.4** translate, merge, adapt, vary, alter or modify Kia Connect or the Services in whole or in part; nor permit Kia Connect or the Services or any part of them to be

combined with, or become incorporated in, any other programs, except as necessary for the use of Kia Connect and the Services on devices as permitted in these Terms of Use;

6.2.5 disassemble, decompile, reverse engineer or create derivative works based on Kia Connect or the Services in whole or in part; nor attempt to perform such actions, unless such actions cannot be prohibited by applicable laws ("Permitted Objective"); and provided that the information obtained by you during such activities:

- (a) is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
- (b) is not used to create any software that is substantially similar in its expression to Kia Connect;
- (c) is kept secure; and
- (d) is used only for the Permitted Objective.

7. User Obligations

7.1 You may only use the Services if you follow these Terms.

7.2 In particular, make sure that you:

- comply with applicable laws and regulations and respect the rights of third parties when using the Services;
- do not use the Services for unlawful purposes or facilitate unlawful use of the Services by third parties;
- do not alter your vehicle (including hardware and software changes as well as use of third-party software) in such way that the functionality, compatibility or security of the Services may be affected;
- do not willfully disrupt the Services by any means;
- do not use the SIM card built into the vehicle's infotainment system used for the provision of the Services:
 - for the transmission of voice (including VOIP);
 - to access a publicly addressable destination (i.e., public IP address) including through the use of a proxy, gateway or routing;
 - in any way that attempts to penetrate security measures, irrespective of whether the intrusion results in the corruption or loss of data;
 - in any way that uses the Services or the related software for Internet Relay Chat, peer-to-peer file sharing, BitTorrent or a proxy server network;
 - in a way that involves spamming, the sending of bulk unsolicited emails or commercial messages, or maintaining an open SMTP relay; or
 - in any way that causes the network to be impaired; and
- do not publish any results of any benchmark or performance tests of the built-in SIM card, the network, the Services, or component thereof to any third parties.

7.3 You will have to bear any costs caused by a misuse of the Services resulting from

your breach of the aforementioned obligations.

- 7.4** If you sell your vehicle or otherwise provide it to a third party on a permanent basis, make sure that you deactivate Kia Connect in the infotainment system. Please note that by deactivating Kia Connect in the infotainment system, your driving data will no longer be visible in the Kia Connect app, and your vehicle will be disconnected from the Kia Connect app. However, your account data in the Kia Connect app will not be deleted.

8. Network Availability

- 8.1** We provide the Services via a built-in vehicle SIM card. Therefore, the availability of our Services is territorially limited to the reception and transmission range of the radio stations operated by the respective mobile network operator and can be affected by atmospheric, topographic conditions, the position of the vehicle and obstacles such as buildings; and depends on the functionality and operational readiness of the required mobile network of the built-in SIM card.

- 8.2** 4G/LTE connectivity (provided by an external service provider) will only be available on embedded devices (i.e., the infotainment systems) which support the particular 4G/LTE frequency of the specific network.

Where 4G/LTE is not available, 2G or 3G connectivity will be provided subject to the availability of the infotainment system and its compatibility with such networks.

- 8.3** The Services is primarily designed for use in the specific country where the vehicle is purchased from our authorized distributor. If the vehicle is taken to another country from where it was originally purchased, certain Services may be limited or not be supported, including due to network availability or as required by the destination country's regulation.

9. Service Downtime

- 9.1** We may temporarily or permanently deactivate access to the Services in whole or in part for technical or security reasons or other important reasons, such as improving performance, enhancing functionality, reflecting changes to the operating system or addressing security issues.

- 9.2** The Services may be temporarily disrupted or restricted due to force majeure or for other reasons beyond our control. This may be the case, for example, if the data connections provided by mobile network operators are unavailable or if short-term capacity bottlenecks arise from peak loads on the Services, on wireless and fixed networks, or on the internet.

- 9.3** We may temporarily disrupt or restrict the Services to carry out technical or other measures (for example repairs, maintenance, software updates, and extensions) on our systems or the systems of downstream or upstream providers, content providers or mobile network operators, where such measures are necessary for the proper or improved performance of the Services.

10. Data Protection and Cybersecurity

10.1 For information on how we collect and process personal data in connection with the provision of the Services, please refer to our “Privacy Notice”.

10.2 Please inform any other driver of the vehicle or potential user of the Services that the Services are activated and that data (in particular location/GPS data) will be collected and processed as described in the “Privacy Notice”.

10.3 To the fullest extent permitted by applicable law, whenever you assert your rights as a data subject or make declarations under data protection law (e.g., withdrawal of consent), this shall not affect the validity of the contract based on these Terms.

10.4 However, we may terminate the contract based on these Terms (and such termination, subject to mandatory provisions of applicable law shall be without a notice period):

- if you withdraw your consent (if applicable) or object to further processing of your personal data relevant to the Services, and
- if we are unable to or cannot reasonably be expected to continue the contractual relationship until the agreed end of the contract or until the expiry of a statutory or contractual notice period taking into account the scope of data processing which continues to be permissible and weighing up the interests of both parties.

10.5 In order to assure proper management of appropriate cybersecurity standards, our vehicles, depending on the model, may be equipped with additional cybersecurity features.

In such case, once you activate the Services in your vehicle, the level of cybersecurity of your vehicle shall be continuously monitored in order to quickly detect and remove possible cyber threats.

Unless a risk is detected, the security event data shall remain stored in your vehicle.

The cybersecurity features may be updated from time to time, when necessary to maintain cybersecurity standards (and, if you do not agree to such updates, please refrain from using the relevant Services).

For more information about how we collect and process personal data for these purposes, please refer to our “Privacy Notice”.

11. Term

11.1 You can use the Services as soon as you have completed the steps described in Section 2.2 above.

11.2 Our contract based on these Terms will automatically terminate:

- when you return your vehicle to the seller in the case that the purchase (or leasing) agreement for your vehicle has been rescinded or revoked; or
- after expiry of the complimentary period if you don't subsequently subscribe to a Kia Connect package (see Section 2.3).

11.3 We may temporarily block your use of the Services or terminate our contract by permanently blocking your use of the Services if you materially breach these Terms.

11.4 Both Parties may temporarily suspend the Services or terminate the contract as described in Section 13.

12. Right of Withdrawal (Only for Consumers)

12.1 Instructions on Withdrawal

The right of withdrawal as described below shall only apply to consumers i.e., every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

12.2 Means of Withdrawal

You have the right to withdraw from this contract anytime during its term.

To exercise your right of withdrawal, you can either:

- a) Call Kia connect Support at: +971-4-366-2200 ; or
- b) Notify us by sending an email clearly stating your decision to withdraw from this contract to the following address: kiaconnectsupport@kia.ae ; or
- c) Withdraw through the Kia Connect app by (under “More” → “User settings” → “delete icon”)

12.3 Consequences of withdrawal

If you withdraw from this contract, your access to the Services will be cancelled and your usage data will be deleted permanently. The settings in above 4.6 will remain with your account until the Kia Account is deleted.

Your **withdrawal** does not affect your Kia Account. You may delete the Account at any time in the Kia Connect app (under “More” → “Account” → “Terminate account”).

13. Changes

We reserve the right to amend these Terms or the Services due to future economic, legal and technical developments in line with the following provisions.

13.1 Changes that are legally advantageous or neutral to you shall take effect immediately.

13.2 Further, we may only make changes to the Services that go beyond what is required to maintain conformity with the contract (e.g., updates, cf. Sec. 5) if there is a valid reason for such a change, the change does not involve additional costs for you nor changes the essence of the Services and you are informed in clear and understandable language of the change.

A valid reason shall exist if the change is necessary in order to

- improve access to and usability of the Services (including introducing new or enhances existing functions or functionalities),
- adapt the Services to amended legal requirements,
- adapt the Services to technical changes or developments in systems operated by us or third parties or to technical developments in our users' systems;
- changes necessary due to important operational reasons;
- changes resulting from the need to remove ambiguities, errors or clerical mistakes

- possibly occurring in the Terms of Use; or
- changes to the contact details, names, identification numbers, electronic addresses or links provided in the Terms of Use.

13.3 In case of changes subject to Sec. 13.2 that have negative impact on your access to, cost, or the usability of the Services, you will be informed with reasonable advance notice in clear and understandable language by means of a durable medium about the features and timing of the change and your right to terminate the contract free of charge at any time; unless we provide you access to and use of the unchanged Services at no additional cost.

You may also exercise your right of termination by deactivating the Services as stated in 12.2.

13.4 Otherwise, in case of all other changes to these Terms, we will notify you of the intended changes with reasonable advance notice.

If you do not tell us otherwise in writing (for example by sending a letter or email) within two weeks after our notification, we will assume that you accept the changes (we will remind you of this when we inform you about the intended changes).

If you tell us that you do not accept the changes during that time or otherwise, we may terminate our contract based on these Terms with effect from the date on which the changes should have applied. Please do not use our relevant Services if you do not agree with any applicable changes.

13.5 We may terminate your Services for any reason, including the elimination of certain Services, our inability to maintain any of the Services, etc. If we terminate your Services without cause, we will provide notice prior to the effective date of termination.

13.6 We may temporarily suspend your Services, or any or all of the Services, for any reason (maintenance, security threats, etc.) with commercially reasonable efforts to notify you of the suspension.

14. Miscellaneous

14.1 These Terms (as well as any given data protection declaration) form the contract between you and us regarding the Services and reflect our entire agreement with respect to the Services (but please note, as mentioned in Section 2.2 above, separate terms of use apply to the Kia account).

Any declarations or notifications you or we make under our contract - for example, to change the terms of our contract, or to terminate our contract - will only be effective if made in text form (for example by sending a letter or email) or as otherwise expressly set forth in these Terms. Oral statements or agreements are not sufficient.

14.2 We will only accept other or additional terms if we have explicitly accepted them in writing.

14.3 We may assign our rights and obligations under our contract with you to a third party either in full or in part, subject to applicable laws.

We will notify you of the intended assignment at least four weeks in advance. If you do not agree with the assignment, you can terminate your contract with us at any time (we will remind you of this when we inform you about the intended assignment).

- 14.4** If any term of our contract should be found invalid, you and we agree that the other terms of our contract shall remain valid and unaffected.
- 14.5** Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of these Terms are unlawful in full or in part, the remaining paragraphs will remain in full force and effect.
- 14.6** Even if we delay the enforcement of this contract, we can still enforce it later. If we do not insist immediately that you take any action that is required under these Terms, or if we delay in taking steps against you in the event that you violate this contract, this will not mean that you do not have to take this action and it will not prevent us taking steps against you at a later date.

15. Customer Service / Complaints

If you have questions or complaints, you can contact us at:

Kia Middle East & Africa FZE

Phone: +971-4-366-2200

Email: Kiaconnectsupport@kia.ae

16. Warranty

- 16.1** In the event that the provided Services are defective, warranty obligations shall apply in accordance with the applicable statutory provisions, which shall be 3 years from the warranty start date of the vehicle.
- 16.2** In addition, the following shall apply with regard to the Services, to the fullest extent permitted by applicable laws:
- If you do not install an update or fail to install it properly, we shall not be liable for any defects of the Services caused through the lack of the particular update.
 - As a general rule, if the Services (including its updates) show defects, it shall be presumed that the Services were defective during the previous period of the provision. This does not apply if
 - your digital environment was not compatible with the technical requirements of the Services at the relevant time as communicated by us, or
 - we cannot investigate whether the technical requirements have been complied with as a consequence of your refusal to cooperate in investigating the relevant circumstances in an appropriate manner and where possible for these purposes and we intended to use technical means to determine the relevant circumstances that represent the least intrusion for you.
- 16.3** When you assert your claims in connection with defects, you shall cooperate with us to the extent reasonably necessary and possible to enable us to investigate whether the cause of the defect was in your digital environment.
- Your obligation to cooperate is limited to the technically available means that are least intrusive for you.

17. Liability

17.1 We will not be liable to you for the accuracy and timeliness of the data and information transmitted via the Services.

17.2 We will not be liable to you for the consequences of disruption, interruptions and functional impairments of the Services.

17.3 We are responsible to you for foreseeable loss and damage caused by us.

If we fail to comply with these Terms of Use, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to apply reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms of Use, both we and you knew it might happen.

17.4 We do not exclude or limit in any way our liability to you where it would be unlawful to do so (and the provisions of this Section 17 apply to the fullest extent permitted by applicable law).

This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.

17.5 If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation.

However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or have in place the minimum system requirements advised by us.

17.6 We are not liable for business losses. Kia Connect is for private use. If you use Kia Connect for any commercial, business or resale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

17.7 Kia Connect and the Services are provided for general information. They do not offer advice on which you should rely.

You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from Kia Connect or the Services.

Although we make reasonable efforts to update the information provided by Kia Connect and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

17.8 Kia Connect and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of Kia Connect and the Services meet your requirements.

18. Place of jurisdiction and applicable law

18.1 Unless otherwise is provided for by the Jurisdiction-Specific Terms below, 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].

18.2 Unless otherwise is provided for by the Jurisdiction-Specific Terms below, the governing law of the contract shall be the substantive laws of the U.A.E.

19. Additional Terms - Jurisdiction-Specific

19.1 Kingdom of Saudi Arabia Specific Terms

If you are a user of our Services in the Kingdom of Saudi Arabia, the below additional terms: (a) are incorporated into these Terms; (b) apply to your use of the Services, and (c) supersede and control over any conflicts in the rest of the Terms to the extent of any inconsistency. All definitions used herein have their meanings assigned to them in the Terms.

19.1.1 Illicit content and use: (a) You agree that you are solely responsible for your Kia Account. You are not permitted to and shall not post, transmit, stream, broadcast, upload or share any data or content which is considered illicit under the laws of the Kingdom of Saudi Arabia. You shall not use the Service for any activities or in any manner considered illicit in the Kingdom of Saudi Arabia. We may be required to delete or block, fully or partially, your Kia Account under applicable law, including based on requests of third parties. (b) By utilizing our Services, you agree to receive specific electronic communications from us, as detailed in this contract. You acknowledge that any relevant notices, agreements, disclosures, or other messages we send you electronically will fulfill any legal requirements for communication, including the necessity for such communications to be in written form.

19.1.2 Section 18.1 is replaced by the following provision:

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration administered by the Saudi Center for Commercial Arbitration (SCCA) in accordance with its Arbitration Rules.

19.2 United Arab Emirates Specific Terms

If you are a user of our Services in the United Arab Emirates, the below additional terms: (a) are incorporated into these Terms; (b) apply to your use of the Services, and (c) supersede and control over any conflicts in the rest of the Terms to the extent of any inconsistency. All definitions used herein have their meanings assigned to them in the Terms.

19.2.1 Illicit content and use: (a) You agree that you are solely responsible for your Kia Account. You are not permitted to and shall not post, transmit, stream, broadcast, upload or share any data or content which is considered illicit under the laws of the United Arab Emirates. You shall not use the Service for any activities or in any manner considered illicit in the United Arab Emirates. We may be required to delete

or block, fully or partially, your Kia Account under applicable law, including based on requests of third parties. (b) By utilizing our Services, you agree to receive specific electronic communications from us, as detailed in this contract. You acknowledge that any relevant notices, agreements, disclosures, or other messages we send you electronically will fulfill any legal requirements for communication, including the necessity for such communications to be in written form.

19.3 State of Kuwait Specific Terms

If you are a user of our Services in the State of Kuwait, the below additional terms: (a) are incorporated into these Terms; (b) apply to your use of the Services, and (c) supersede and control over any conflicts in the rest of the Terms to the extent of any inconsistency. All definitions used herein have their meanings assigned to them in the Terms.

19.3.1 The following paragraph from Section 13.4(Changes) is deleted: If you do not tell us otherwise in writing (for example by sending a letter or email) within two weeks after our notification, we will assume that you accept the changes (we will remind you of this when we inform you about the intended changes).

19.3.2 The first paragraph of Section 13 (*Changes*) is replaced by the following provision: In case of changes subject to Section 13.2 that have significant negative impact on your access to or the usability of the Services, we will obtain your consent to such change before they are binding on you. You will be informed with reasonable advance notice in clear and understandable language by means of a durable medium about the features and timing of the change and your right to terminate the contract free of charge at any time; unless we provide you access to and use of the unchanged Services at no additional cost.

19.4 State of Qatar Specific Terms

If you are a user of our Services in the State of Qatar, the below additional terms: (a) are incorporated into these Terms; (b) apply to your use of the Services, and (c) supersede and control over any conflicts in the rest of the Terms to the extent of any inconsistency. All definitions used herein have their meanings assigned to them in the Terms.

19.4.1 Illicit content and use: (a) you agree that you are solely responsible for your Kia Account. You are not permitted to and shall not post, transmit, stream, broadcast, upload or share any data or content which is considered illicit under the laws of Qatar. You shall not use the Service for any activities or in any

manner considered illicit in Qatar. We may be required to delete or block, fully or partially, your Kia Account under applicable law, including based on requests of third parties. (b) by utilizing our Services, you agree to receive specific electronic communications from us, as detailed in this contract. You acknowledge that any relevant notices, agreements, disclosures, or other messages we send you electronically will fulfill any legal requirements for communication, including the necessity for such communications to be in written form.

19.4.2 Section 10.4 (*Data Protection and Cybersecurity*) shall be amended as follows: However, we may terminate the contract based on these Terms (and such termination, subject to mandatory provisions of applicable law shall be without a notice period and without the need of a court order or arbitral award):

- (a) if you withdraw your consent (if applicable) or object to further processing of your personal data relevant to the Services, and
- (b) If we are unable to or cannot reasonably be expected to continue the contractual relationship until the agreed end of the contract or until the expiry of a statutory or contractual notice period taking into account the scope of data processing which continues to be permissible and weighing up the interests of both parties.

19.4.3 The following Section 11.5 should be added to Section 11 (*Term*): Termination of the contract addressed in Section 11 shall be effective without the need of a court order or arbitral award.

19.4.4 The following sentence should be added to Section 13 (*Changes*): You shall be notified of any amendments to the Terms.

19.4.5 Section 13.3 (*Changes*) shall be amended as follows: In case of changes subject to Section 13.2 that have a negative impact on your access to or the usability of the Services, we will seek your acceptance to the proposed amendments. If you do not accept proposed amendments you have a right to termination by deactivating the Services in the Kia Connect app (under “More” → “Account” → “Terminate account”). Any such termination shall be effective without the need of a court order or arbitral award.

19.4.6 Paragraph 3 of Section 13.4 (*Changes*) should be amended as follows: If you tell us that you do not accept the changes during that time or otherwise, we may terminate our contract based on these Terms with effect from the date on which the changes should have applied without the need of a court order or arbitral award. Please do not use our relevant Services if you do not agree with any applicable changes.

19.4.7 Section 16.1 (*Warranty*) shall be amended as follows: In the event that the provided Services are defective, warranty obligations shall apply in accordance with the applicable statutory provisions, which shall be at least 6 months, unless specifically specified otherwise by us.

19.4.8 Section 18.1 is replaced by the following provision:

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 rules of the Qatar International Center for Conciliation and Arbitration or Qatar Chamber of Commerce. The arbitration shall be governed by United Arab Emirates law.

19.5 Kingdom of Bahrain Specific Terms

If you are a user of our Services in the State of Qatar, the below additional terms: (a) are incorporated into these Terms; (b) apply to your use of the Services, and (c) supersede and control over any conflicts in the rest of the Terms to the extent of any inconsistency. All definitions used herein have their meanings assigned to them in the Terms.

19.5.1 Illicit Content and Use: (a) You agree that you are solely responsible for your Kia Account. You are not permitted to and shall not post, transmit, stream, broadcast, upload, or share any data or content that is considered illicit under the laws of the Kingdom of Bahrain, including but not limited to violations of data protection, consumer protection, or telecommunications. You shall not use the Services for any activities or in any manner considered illicit in the Kingdom of Bahrain. We may be required to delete or block, fully or partially, your Kia Account under applicable law, including based on requests from regulatory authorities or third parties. (b) By utilizing our Services, you agree to receive specific electronic communications from us, as detailed in this contract. You acknowledge that any relevant notices, agreements, disclosures, or other messages we send you electronically will fulfill any legal requirements for communication, including the necessity for such communications to be in written form.

19.5.2 Data Protection and Cross-Border Transfers: Kia processes personal data in accordance with Bahrain's Personal Data Protection Law, Law No. (30) of 2018 (the "PDPL") and its subsequent executive orders issued by the relevant authorities. Personal data may only be transferred outside Bahrain to jurisdictions that provide an adequate level of data protection, as determined by the relevant authorities. If personal data is transferred to a country not recognized as adequate, Kia will ensure the data is protected through explicit user consent, contractual safeguards, or prior authorization from the relevant authority.

19.5.3 Section 18.1 is replaced by the following provision:

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 Bahrain Chamber for Dispute Resolution (BCDR-AAA), seated in Manama.