

DATA ACT INFORMATION NOTICE

FOR USERS OF HYUNDAI OR GENESIS PRODUCTS AND RELATED SERVICE(S)

March 2026

1. GENERAL INFORMATION

- 1.1. This Information Notice is aimed at providing Users with details related to the Data collected in relation to the use of the Vehicle and Related Service, the User's rights to this Data, and related obligations of the Data Holder.
- 1.2. The Data Holder of the Relevant Data is Hyundai Connected Mobility GmbH, Kaiserleipromenade 5, 63067 Offenbach am Main, Germany.
- 1.3. Other Parties involved in data processing are entities of Hyundai Motor Group, in particular Hyundai Motor Company 12, Heolleung-ro, Seocho-gu, Seoul 06797, Republic of Korea and 42dot Co. Ltd, Center A, 20, Changeop-ro 40beon-gil, Sujeong-gu, Seongnam-si, Gyeonggi-do, Republic of Korea, providing technical support to Data Holder subject to separate agreements.
- 1.4. In case of discrepancies between this Information Notice and the Agreement on Data Access and Use (as defined below), the Agreement on Data Access and Use prevails.

2. DEFINITIONS

"Co-User" – any Private User other than the Main User who has linked the Vehicle to the App with the Main User's authorization.

"Agreement on Data Access and Use" – an agreement between the Data Holder and the User, as further described in section 4.

"App" – a mobile app for managing a Related Service.

"Bluelink Service" – a Related Service available to Users of Hyundai vehicles, subject to the Bluelink Terms of Use and Bluelink Privacy Notice (<https://connected-mobility.hyundai.com/legal/bluelink-app>).

"Business User" – a User who uses the Product and/or Related Service for purposes related to the User's business activities and who has accepted the Agreement on Data Access and Use for Business Users of Hyundai or Genesis Products and Related Service(s).

"Data Act" or **"DA"** – Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data.

"Data Act Information Notice" or **"Information Notice"** – this information notice provided to the User of the Product and/or Related Service under Article 3.2 and 3.3 of the Data Act.

"Data Holder" – Hyundai Connected Mobility GmbH

"Data Protection Laws" – GDPR as well as any other legal regulations related to data protection and privacy, applicable to either of the parties.

"Data Sharing Portal" – a portal used by the Data Holder to make the data available to Users at [<https://pleos.ai/playground>].

"GDPR" – Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of data, and repealing Directive 95/46/EC (General Data Protection Regulation).

“Genesis Connected Services” – a Related Service available to Users of Genesis Vehicles, subject to the Genesis Connected Services Terms of Use and Genesis Connected Services Privacy Notice (<https://connected-mobility.hyundai.com/legal/gcs-app>).

“Hyundai Affiliate” – any entity controlled by, controlling or under common control of the Data Holder.

“Main User” – a Private User who is the first to have linked the Vehicle to the App and is the owner of the Vehicle, or who has been authorized by the owner to do so.

“Privacy Notice” – the applicable Privacy Notice of Bluelink Service (<https://connected-mobility.hyundai.com/legal/bluelink-app>) or Genesis Connected Services (<https://connected-mobility.hyundai.com/legal/gcs-app>).

“Private User” – any User who is a natural person and is not a Business User.

“Related Service” – a digital service other than an electronic communication service, including software that is connected with the Vehicle in such a way that its absence would prevent the connected Product from performing one or more of its functions, or that is subsequently connected to the Product by the manufacturer or a third party to add to, update or adapt the functions of the connected Product, in particular:

1. Bluelink Service, in relation to Hyundai vehicles, and
2. Genesis Connected Services, in relation to Genesis vehicles.

“Relevant Data” or **“Data”** – the data collected or generated by the Product or Related Service, that is not directly accessible to the User, that the Data Holder lawfully obtains or can lawfully obtain from the Product or Related Service, without disproportionate effort going beyond a simple operation, further specified in the Annex 1, including relevant metadata. If, under terms of the Agreement on Data Access and Use, new Data is made available to the User, Annex 1 will be amended accordingly.

“User” – a natural or legal person that owns the Product or to whom temporary rights to use that Product have been contractually transferred, or that receives a Related Service.

“Vehicle” or **“Product”** – any Hyundai or Genesis Vehicle that has been placed on the EU market and that obtains, generates or collects data concerning its use or environment and that is able to communicate product data via an electronic communications service, a physical connection or on-device access, and whose primary function is not the storing, processing or transmission of data on behalf of any party other than the User.

3. SCOPE OF DATA

3.1. The Vehicle, as well as the Related Service, generate Data that is directly accessible to the User (directly accessible data) or that is or can be obtained from the Vehicle or Related Service by the Data Holder lawfully and without disproportionate effort (readily available data).

3.2. Annex 1 to this Information Notice includes:

1. indication of Relevant Data including its type, format and estimated volume;
2. indication whether the Relevant Data is generated continuously and in real time;
3. indication whether the Relevant Data is stored in the Vehicle or on a remote server, including the retention period;
4. indication whether or not the Data constitutes a trade secret of the Data Holder or a third party.

4. AGREEMENT ON DATA ACCESS AND USE

4.1. The Data Holder uses the Relevant Data:

1. in relation to non-personal data, based on the agreement:
 - (i) with the Business User, concluded at the moment of signing of such agreement by both parties or the Business User’s acceptance of the general terms of data access and use for Business Users;
 - (ii) with the Private User, concluded at the moment of acceptance of Bluelink Terms of Use (<https://connected-mobility.hyundai.com/legal/bluelink-app>) or Genesis Connected Services Terms of Use (<https://connected-mobility.hyundai.com/legal/gcs-app>) accordingly;

(“Agreement on Data Access and Use”)

2. in relation to personal data, as required for the provision of specific services, legal requirements or other legitimate interests pursued by either of the parties, as described in the applicable Privacy Notice.
- 4.2. The Agreement on Data Access and Use is concluded for as long as the User owns the Product, holds the temporary rights to use the Product or receives a Related Service. The Agreement on Data Access and Use terminates upon the destruction of the Product or permanent discontinuation of Related Services, or when a Product or Related Service is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner.
- 4.3. A Private User can terminate the Agreement on Data Access and Use under conditions specified in this agreement or by permanently deactivating the Related Service in the Vehicle.
- 4.4. A Business User can terminate the Agreement on Data Access and Use under the conditions specified in the agreement.
- 4.5. The Data Holder cannot terminate the agreement per convenience, but can cease to provide the Related Service under the conditions specified in the terms of this Related Service.

5. PURPOSES OF DATA USE

- 5.1. The Data Holder intends to use the data for the purposes specified in the Agreement on Data Access and Use. As a matter of principle, and unless the parties have agreed otherwise, those purposes include:
 1. providing services on behalf of the Business Users and Private Users, as described in respective agreements;
 2. providing support, warranty, guarantee or similar services or to assess claims of Business Users, Private Users or third parties related to the Product or Related Service;
 3. monitoring and maintaining the functioning, safety and security of the Product or Related Service and ensuring quality control;
 4. improving the functioning of any Product or Related Service offered by the Data Holder or Hyundai Affiliate to the Users;
 5. analysing the data and aggregating it with other data or creating services data for the purpose of improving services offered to the Users by the Data Holder;
 6. developing new products or services, including artificial intelligence (AI) solutions, by the Data Holder or third parties acting on behalf of the Data Holder or in collaboration with such other parties;
 7. aggregating this Data with other data or creating derived Data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived Data to third parties, provided such Data does not allow specific data transmitted to the Data Holder from the connected product to be identified or allow a third party to derive this Data from the dataset.

6. ACCESS TO DATA

- 6.1. The User can access the Data in the manner described in Annex 2 to this Information Notice.
- 6.2. When requesting the Data, the User may be required to demonstrate their right to the Data under the Data Act, namely:
 1. proof of ownership of the Vehicle OR
 2. proof of lease or other title for temporary use of the Vehicle OR
 3. proof of other rights to use the Related Service.
- 6.3. In case of Private Users, the request should be filed via the owner of the Vehicle or the Main User.

- 6.4. Prior to granting access to Data, the Data Holder may request that technical and organisational security measures are applied to secure the Data.
- 6.5. In relation to personal data, when the scope of requested Data includes personal data, the GDPR applies. The User may be requested to demonstrate the legal basis for processing personal data, unless the User is the data subject in the meaning of GDPR and only requests the personal data pertaining to him- or herself.
- 6.6. We may refuse access to the Relevant Data, where disclosure of Data (or any further processing of Data) could undermine security requirements of the Product, as laid down by national or EU law, resulting in a serious adverse effect on the health, safety or security of natural persons.
- 6.7. Additionally, in exceptional circumstances, where the User is not able to assure sufficient security of Relevant Data classified as trade secret, or where the disclosure of such Relevant Data is highly likely to cause serious economic damage to the Data Holder, the Data Holder may refuse to grant access to Relevant Data.
- 6.8. Where access to Data or sharing of Data with a third party is refused, the Data Holder is obliged to notify the User and the competent authority accordingly.

7. DATA ERASURE

- 7.1. The Data is automatically deleted or anonymised after expiry of the retention period as per Annex 1 and, in relation to personal data, in the applicable Privacy Notice.
- 7.2. This section is without prejudice to the User's right to request erasure of personal data under the GDPR, where the User is the data subject to whom such personal data pertains.

8. SHARING OF DATA WITH A THIRD PARTY

- 8.1. The User may request from the Data Holder that the Data is shared with a third party indicated by the User.
- 8.2. The User may also instruct a third party to request the Data on the User's behalf. In such case, the Data Holder shall conclude a separate data sharing agreement with such third party and will be entitled to verify the validity and completeness of the request provided by the third party. The Data Holder can decline the request from a third party where:
 - 1. no data sharing agreement has been concluded between the Data Holder and the third party;
 - 2. the validity and/or completeness of the User's request cannot be reliably confirmed;
 - 3. the third party does not provide sufficient guarantees for data security when the Data to be shared constitutes a trade secret of the Data Holder or another party;
 - 4. in case and to the extent that processing of the requested Data could undermine security requirements of the Product, as laid down by national or EU law, resulting in a serious adverse effect on the health, safety or security of natural persons.
- 8.3. Chapter 6 applies accordingly to the sharing of Data with a third party.
- 8.4. The User may at any time withdraw their instruction to share the Data with a third party. Withdrawal of such instruction shall be communicated via the privacy centre of the mobile app of the Data Holder (if provided) or by means indicated in section 9.

- 8.5. Where access to Data or sharing of Data with a third party is refused, the Data Holder is obliged to notify the User and the competent authority accordingly.
- 8.6. In case of Private Users, both Main Users and Co-Users can request to share data with third parties and manage such requests via the App.

9. COMMUNICATION

- 9.1. The Data Holder can be contacted:

- [for Private Users]
1. via email at hcm.dataprotection@hyundai-europe.com
- [for Business Users]
2. via the contact form here: <https://connected-mobility.hyundai.com/data-services-contact-form>
 3. via email at data-services.support@hyundai-europe.com

10. RIGHT TO LODGE A COMPLAINT

- 10.1. The User is entitled to lodge a complaint alleging an infringement of the Data Act, chapter II, to the competent authority. The list of Data Act competent authorities is included in Annex 3.

11. MODIFICATIONS TO THE INFORMATION NOTICE

- 11.1. The Data Holder may modify this Information Notice, including its annexes, if this is objectively justified by the normal conduct of business of the Data Holder, including i.a. technical modification, organisational changes, business process changes, security reasons and similar.
- 11.2. The Data Holder will notify the User of such changes as specified in the Agreement on Data Access and Use.

ANNEX 1: DATA SCOPE

Due to the wide variety of our vehicle types with different equipment variants, it is not possible to provide a detailed description for each individual vehicle. In order to meet the requirements for transparent and easily understandable information, we have provided the following generic information.

Type of data	Format	Access	Estimated volume	Is data generated continuously and in real time?	Collection frequency	Storage	Trade secret
Get Battery Charging Status	JSON	Readily available (access on request)	10 kB	CCS 1.0: Not continuously and in real time CCS 2.0: Continuously and in real time	CCS 1.0: End of driving CCS 2.0: 1 minute	Remote server	No
Get Powertrain Status	JSON	Readily available (access on request)	10 kB	CCS 1.0: Not continuously and in real time CCS 2.0: Continuously and in real time	CCS 1.0: End of driving CCS 2.0: 1 minute	Remote server	No
Get Location Info	JSON	Readily available (access on request)	10 kB	CCS 1.0: Not continuously and in real time	CCS 1.0: End of driving	Remote server	No

		request)		CCS 2.0: Continuously and in real time	CCS 2.0: 1 minute		
Get Vehicle Operation Status	JSON	Readily available (access on request)	10 kB	CCS 1.0: Not continuously and in real time CCS 2.0: Continuously and in real time	CCS 1.0: End of driving CCS 2.0: 1 minute	Remote server	No
Get Vehicle Status	JSON	Readily available (access on request)	10 kB	CCS 1.0: Not continuously and in real time CCS 2.0: Continuously and in real time	CCS 1.0: End of driving CCS 2.0: 1 minute	Remote server	No
Get Freezer Status	JSON	Readily available (access on request)	10 kB	CCS 1.0: Not continuously and in real time CCS 2.0: Continuously and in real time	CCS 1.0: End of driving CCS 2.0: 1 minute	Remote server	No
Get Powertrain Data	JSON	Readily available (access on request)	200 kB	Not continuously and not in real time	End of driving	Remote server	No
Get Speed Data	JSON	Readily available (access on request)	300 kB	Not continuously and not in real time	End of driving	Remote server	No
Get Vehicle Operation Data	JSON	Readily available (access on request)	600 kB	Not continuously and not in real time	End of driving	Remote server	No
Get Vehicle Data	JSON	Readily available (access on request)	600 kB	Not continuously and not in real time	End of driving	Remote server	No

Detailed information about data points and APIs is available here: <https://pleos.ai/playground/resources/en/api-reference/vehicle-data-api/intro>.

The Data is retained for as long as it is necessary to meet the Data Holder's obligations under the Terms of Use for the Related Service, in compliance with applicable data protection laws, and is dependent on the type of Data and the purpose of use. Once the purpose has been fulfilled and there are no retention obligations, the Data is deleted.

To the extent the Data constitutes personal data, the retention periods specified in the applicable Privacy Notice apply.

Annex 2: ACCESS TO DATA

Private Users - For individual vehicle owners, drivers and lessees

As a private user, you access your vehicle Data by sending a request to hcm.dataprotection@hyundai-europe.com

We can share your Data with third parties of your choice. The third party would request an integration with Vehicle Data APIs. Once the integration has been carried out between Hyundai Connected Mobility and the third party, you can approve or reject third-party Data sharing requests via the app or web application of the third party. You can revoke your approval at any time via the myHyundai or MY GENESIS app under [Preference Centre] > [My Profile] > [Privacy Centre] > [My Vehicles] > [Vehicle] > [Partner Services].

Please note:

- Co-Users should request data access via the Main User or the owner of the Vehicle.
- Both Main Users and Co-Users can request to share data with third parties and manage such requests via the App.

For developers, third parties and business users

You can access Data using Vehicle Data API. This is an open API for accessing vehicle Data. It provides vehicle status information and basic data for Hyundai, Kia and Genesis vehicles whose owners have given consent to share their vehicle Data. Vehicle status information includes: charging status, powertrain status, vehicle location, driving status, current status based on vehicle sensors and climate control status. Vehicle basic data includes: basic powertrain data, speed-related basic data, driving-related basic data and basic data derived from vehicle sensors. The Data provided for each vehicle type and model can be found in **API Compatibility**: <https://pleos.ai/playground/resources/en/api-reference/vehicle-data-api/api-compatibility>.

To use the Vehicle Data API, you must first apply for access. You can find detailed instructions here: <https://pleos.ai/playground/resources/en/api-reference/vehicle-data-api/getting-started/api-access-request>.

Please note that the Vehicle Data API uses an OAuth 2.0-based token authentication method. To use the API, you must obtain an **access token** based on client credentials and include this token in the Authorisation header of all subsequent requests.

If you have any questions, you can contact us via the contact form here: <https://connected-mobility.hyundai.com/data-services-contact-form> or by email to data-services.support@hyundai-europe.com

Annex 3: COMPETENT AUTHORITIES