

## **Agreement on Data access and use for Business Users of Hyundai or Genesis Products and Related Service(s)**

The below general terms of data access and use for Business Users of Hyundai or Genesis Products and Related Service(s) ("General Terms" constitute the Agreement on data access and use for Business Users of Hyundai Products and Related Services ("**Agreement**") and is entered into between Hyundai Connected Mobility GmbH, Kaiserleipromenade 5, 63067 Offenbach am Main, Germany ("**Data Holder**", ") and the Business User (as defined below), a legal person or a partnership acting in the exercise of their commercial or independent professional activity ("**Business User**")

### **Preamble**

This Agreement governs the terms under which:

- (i) the Data Holder may access and process Relevant data generated by Product(s) and/ or data generated in the context of Related Service, provided by the Business User to its own customers for use, and
- (ii) Data Holder provides access to the readily available data to Data Recipient or a third-party acting on behalf of the Business User.

### **1. Representations**

- 1.1 The Data Holder declares that it is a data holder, in the meaning of the Data Act, in relation to Relevant Data.
- 1.2 The Business User declares and warrants that it is acting solely for its own business or self-employed purposes.
- 1.3 The Business User declares that they are either the owner of the Product or contractually entitled to use the Product under a rent, lease or similar contract and/or to receive the Related Service(s) under a service contract.
- 1.4 The Business User declares and warrants, that:
  - (1) it has a legal basis to collect and further process Relevant Data, including personal data, generated in connection with use of the Product or Related Service(s) by Authorized Users;
  - (2) it has informed Authorized Users about the collection and processing of Relevant Data in compliance with applicable data protection law;
  - (3) it shall, and shall third-parties acting on its behalf make, use the Relevant Data solely for legitimate business purposes permitted under the Data Act;
  - (4) in case where the Business User has requested that a Data Recipient access the data under art. 5 of the Data Act, the Business User has concluded necessary contracts with the Data Recipient and warrants that such Data Recipient is entitled to receive and further process the Relevant data.
- 1.5 Any Party that becomes aware that any declaration referred to in this clause is not, or is no longer, correct, or will no longer remain correct in the foreseeable future, must, without undue delay, notify the other Party (unless the other Party is or ought to be already aware of the fact).
- 1.6 On becoming aware of this situation, each of the Parties must take appropriate action and cure the false or incorrect fundamental declaration, to the extent possible.

### **2. Acceptance of the Terms**

- 2.1 The Agreement is binding from the moment when the Business User accepts those General Terms.
- 2.2 The General Terms are deemed accepted if:

- a) The Business User accepts any third party agreement, in which those General Terms are incorporated; or
- b) The Business User activates the Related Services in a Vehicle; or
- c) The Business User requests activation of the Related Services in a Vehicle from the Data Holder, either directly or via a third party acting on behalf of the Data Holder.

### 3. Data use by the Data Holder

3.1 With regard to non-personal Relevant Data, by accepting those Terms, Business User is granting to the Data Holder a non-exclusive worldwide license to a free of charge access, use as well as making this data available to affiliated companies and third parties ("**Data license**") in a manner described in this chapter and for the following purposes ("**Purposes**"):

- (1) provision of Related Service;
- (2) providing support, warranty, guarantee or similar services or to assess Business User's or third party's claims related to the Vehicle or Services;
- (3) monitoring and maintaining the functioning, safety and security of the Vehicle or Services and ensuring quality control;
- (4) improving the functioning of any product or related service offered by Data Holder or Hyundai affiliates;
- (5) analysis of the data and aggregating it with other data or creating of services data for the purpose of provision of improvement of our products and Services;
- (6) developing new products or services, including artificial intelligence (AI) solutions, by the Data Holder or by third parties acting on Data Holder's behalf or in collaboration with the Data Holder;
- (7) aggregating the Relevant Data with other data or creating of 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 do not allow specific data transmitted to Data Holder from the vehicle or Services to be identified or allow a third party to derive those data from the dataset.

3.2 The Data license can be transferred by Data Holder to another Hyundai affiliate. In such case Business User will be notified in advance of 30 days and will be able to object to such transfer in this time. In case of objection, the Data license will be terminated within 7 days from Business User's objection.

3.3 Data Holder undertakes not to use the Data, that is non-personal data, to derive insights about Business User's economic situation, assets and production methods, or about the use of the Vehicle or Services in any other manner that could undermine Business User's commercial position on the markets in which the Business User is active.

3.4 Data Holder may share Relevant Data with its affiliated companies and / or third parties that is not personal data, if the Data is used by the third party for one or all of the following purposes:

- (1) assisting the Data Holder in achieving the Purposes;
- (2) achieving the Purposes in collaboration with the Data Holder;
- (3) other purposes of third parties, if Business User has specifically requested this. In such case, Data Holder can request compensation from such third party for sharing Relevant data.
- (4) Except for cases described in applicable Privacy notice, Data Holder will only share the Relevant Data at Business User's request.
- (5) When sharing Relevant Data, which is not personal data, with a third party, Data Holder will ensure that the third party is contractually bound:

- (a) not to use the Relevant Data for any purposes or in any way going beyond the use that is permissible in accordance with this chapter 3;
  - (b) derive insights about Business User's economic situation, assets and production methods, or about the use of the vehicle or Services in any other manner that could undermine Business User's commercial position on the markets in which Business User is active;
  - (c) to apply technical and organizational measures required for assuring appropriate level of security of Relevant Data;
  - (d) not to share Relevant Data further unless Business User has specifically request or approve of such data sharing, or unless such Data sharing is required, in Business User's interest, to fulfil the Purposes, or any contract Business User may have with such third party.
- 3.5 At no case, shall the Data Holder share the Relevant data with a third party considered as a gatekeeper under the Art. 3 of the Regulation (EU) 2022/1925 (up to date list of gatekeepers is available here: [https://digital-markets-act.ec.europa.eu/gatekeepers\\_en](https://digital-markets-act.ec.europa.eu/gatekeepers_en) for their own purposes.
- 3.6 For avoidance of doubt, Data Holder and the third parties with whom the Relevant Data have been shared, are authorized to, at their sole discretion, use processing services provided by third parties, including cloud computing services (including infrastructure as a service, platform as a service and software as a service), hosting services, or similar services to achieve the Purposes.
- 3.7 Without prejudice to Data Holder's obligation under applicable Data protection laws, Data Holder undertakes to apply the protective measures for the Data that are reasonable in the circumstances, considering the state of science and technology, potential harm suffered by the Business User as a result of Data loss or disclosure of Data to unauthorised third parties and the costs associated with the protective measures.
- 4. Data access by the Business User upon request**
- 4.1 In order to obtain access to Relevant Data, Business User must define the requested scope and relevant Vehicles via platform provided by the Data Holder or via a Data Recipient acting on its behalf.
- 4.2 In all cases, Business User is responsible for properly defining the scope and the relevant Vehicles, and in particular for assuring that Business User is entitled under the law, including Data Protection Laws, to obtain access to Relevant Data.
- 4.3 Technical procedure for data access by the Business User is included in the [Data Act Information Notice](#).
- 4.4 The Data Holder commits to make available the Relevant Data meeting the requirements of the DA, however does not provide any warranties as to the quality, accuracy, security or usability of the Relevant Data which would go beyond the legal requirements of the applicable law, in particular the DA. In particular, the Relevant Data is provided in the same quality as obtained or availability by the Data Holder from the Vehicle, and no warranties are granted regarding the data quality or accuracy.
- 5. Sharing of Data with a Data Recipient at Business User's request**
- 5.1 In order to request sharing of Data with a Data Recipient, Business User must define the requested scope and relevant Vehicles, as well as indicate the Data Recipient, via platform provided by the Data Holder. Business User may also authorize selected Data Recipient to submit a request on Business User's behalf. In such case, Data Holder shall be at all times entitled to request a proof of authorization and will be entitled to refuse the request if its legitimacy cannot be confirmed.
- 5.2 Unless otherwise specified in the submitted request, Data Holder shall share the Data with selected Data Recipient during the term of this Agreement.
- 5.3 The Data Holder share the Relevant Data with the Data Recipient at request of the Business User meeting the requirements of the DA, however does not provide any warranties as to the quality, accuracy, security or usability of the Relevant Data which would go beyond the legal requirements of the applicable law, in particular the DA. In particular, the Relevant Data is provided in the same quality as obtained or availability by the Data Holder from the Vehicle, and no warranties are granted regarding the data quality or accuracy.

## 6. Data Use by the Business User

- 6.1 The Business User may use the Data made available by the Data Holder upon their request for any lawful purpose and/or share the Data freely subject to the limitations below.
- 6.2 The Business User undertakes not to engage in the following:
- (1) use the Data to develop a connected product that competes with the Product, nor share the Data with a third party with that intent;
  - (2) use such Data to derive insights about the economic situation, assets and production methods of the manufacturer or, where applicable the Data Holder;
  - (3) use coercive means to obtain access to Data or, for that purpose, abuse gaps in the Data Holder's technical infrastructure which is designed to protect the Data;
  - (4) share the Data with a third-party considered as a gatekeeper under Art. 3 of Regulation (EU) 2022/1925, or
  - (5) use the Data they receive for any purposes that infringe applicable law.

## 7. Transfer of use and multiple users

7.1. Where the Business User contractually transfers (i) ownership of the Product, or (ii) their temporary rights to use the Product, and/or (ii) their rights to receive Related Services to a subsequent natural or legal person ('**Subsequent User**') and loses the status of a user after the transfer to a Subsequent User, the Business User must:

- (1) ensure that the Subsequent User cannot use the initial Business User's account,
- (2) notify the Data Holder of the transfer without delay,

The rights of the Data Holder to use Product Data or Related Services Data generated prior to the transfer will not be affected by a transfer i.e. the rights and obligations relating to the Data transferred under the Contract before the transfer will continue after the transfer.

7.2. Where the Business User grants a right to use of the Product and/or Related Service(s) to individuals ('**Authorized User**') while retaining Business User's quality as a user, the Business User must:

- (1) make sure that the Authorized Users have been properly notified about the collection of Relevant Data, including personal data, and that the Business User has a legal basis to collect and further process such Data, including sharing of the Data with third parties, where relevant, as required under the Data Act and the Data Protection laws;
- (2) ensure that the Authorized User cannot use the Business User's account;
- (3) include in the contract between the Business User and the Authorized User, on behalf of the Data Holder, provisions substantially reflecting the content of this Agreement, and in particular chapters 3 – 6 on the use and sharing of the Product and/or Related Service Data by the Data Holder.
- (4) act as a first contact point for the Authorized User if the Authorized User makes a request under Articles 4 or 5 of the Data Act or a claim regarding the use or making available of the Data by the Data Holder under this Agreement. The Data Holder should be notified of any request or claim in that regard without undue delay and the Parties must collaborate to address any request or claim.
- (5) inform the Data Holder without delay about any changes which could affect Data Holder's right to use and further process Data in relation to the Authorized User.

7.3. If the Business User's failure to comply with their obligations under clauses 7.1 and/or 7.2 leads to the use

and sharing of Product or Related Services Data by the Data Holder contrary to the requirements of Data Act and/or Data protection laws, the Business User will indemnify the Data Holder and hold them harmless in respect of any claims by the Subsequent or Authorized User towards the Data Holder for the use of the Data after the transfer

## **8. Term and termination**

8.1. The Agreement is concluded for unlimited period of time and can be terminated:

- (1) by the Business User for convenience, with 6 months termination notice;
- (2) by either party for a cause, in particular in case of a serious violation of this Agreement, with immediate effect.

8.2. This Agreement also terminates automatically:

- (1) Upon the distribution of the vehicle or permanent discontinuation of the Services;
- (2) When the Business User's title to use the vehicle expires (i.e. the vehicle is sold);

8.3. The Business User may also terminate the Agreement in part, in relation to data sharing with a specific Data Recipient, with 3-months advance notice.

8.4. Upon expiry or termination of the Data license, Data Holder will cease collection of Relevant data. However, the Data Holder shall be entitled to further process Relevant data already generated or collected before the date of termination or expiry of Data license. The use of Relevant data by the Data Holder is limited to the retention periods specified in [Data Act Information Notice](#).

8.5. In case where the Data License is terminated due to Business User's fault, the Business User shall be liable for the damages caused to the Data Holder, in particular for the revenue lost in case when the data can no longer be shared with the third party at Business User's request.

## **9. Protection of trade secrets. Confidentiality.**

9.1. Insofar and to the extent, the Relevant Data includes Trade Secrets under the Trade Secrets Directive (EU) 2016/943), held by the Data Holder or another Trade Secret Holder (as defined in said Directive), such Trade Secrets require the Business User to implement reasonable and appropriate technical and organizational measures to ensure confidentiality, for example but not limited to internal policies regarding the handling of trade secrets but also technical measurements for protecting such information in line with Article 4(6) of Regulation (EU) 2023/2854. Those measures are subject to prior audit rights of Data Holder.

9.2. The Business User shall:

- (1) keep such data strictly confidential;
- (2) use it solely for the agreed purpose;
- (3) restrict access to authorized persons only;
- (4) apply equivalent protections when disclosing to subcontractors.

9.3. Data Holder may define specific security measures required in case of disclosing Trade Secret. In such case, those measures will be specified in Data Act Information Notice.

9.4. In case the Business User fails to apply required security measures, the Data Holder may withhold or temporarily or permanently suspend the sharing of Relevant Data, to the extent it

includes Trade Secret(s), by giving notice to the Business User and the competent authority designated under Article 37 of the Data Act.

9.5. Notwithstanding the above clause 9.1 – 9.4, each Party shall keep the other Party's Confidential Information confidential and shall not:

- (1) use any Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement or the respective Data Request; or
- (2) disclose any Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.

9.6. A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know that Confidential Information for the Permitted Purpose, provided that:

- (1) it informs those Representatives of the confidential nature of the Confidential Information before disclosure; and
- (2) at all times, it is responsible for the Representatives' compliance with the confidentiality obligations set out in this chapter 9 and any applicable Data Protection Laws.

9.7. The Data Recipient acknowledges that the Data Holder's Confidential Information includes any software or other materials created by the Data Holder in connection with the Services.

9.8. A Party may disclose Confidential Information to the extent required by law, by any governmental or other regulatory authority, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, disclosure pursuant to this clause 9.8 shall not occur until, where reasonably practicable, the receiving Party has notified the disclosing Party of any possible disclosure and the disclosing Party has been afforded the opportunity to review such disclosure and to attempt to prevent or limit any such disclosure.

9.9. Each Party reserves all rights in its Confidential Information. No rights or obligations in respect of a Party's Confidential Information, other than those expressly stated in the Agreement, are granted to the other Party, or are to be implied from this Agreement.

9.10. No Party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

9.11. The provisions of this chapter 9 will continue to apply after termination of the Agreement for a period of five (5) years.

## 10. Data Protection

10.1. This chapter applies to the extent that Relevant Data includes personal data ("**Relevant Personal Data**").

10.2. Data Holder's role in relation to Relevant Personal Data is specified in the applicable Privacy policy.

10.3. Where the Business User is not the data subject, the Business User will at all times comply, with applicable Data Protection laws in relation to the processing of the Relevant Personal Data, including, but not limited to:

- (1) have a valid legal basis to process the Relevant Personal Data under Data Protection Laws. The Data Recipient shall also ensure that there is a valid legal basis that permits the Data Holder to share the Relevant Personal Data (e.g., by the Business User obtaining the affected data subject's valid consent) under applicable Data Protection Laws. At first request of Data Holder, the Data Recipient shall demonstrate the above.

- (2) provide to the data subject relevant information about processing of personal data by the Data Recipient relevant information about processing of personal data by the Data Recipient
- (3) responding reasonably promptly to enquiries from data subjects and supervisory authorities concerning the processing of Relevant Personal Data by the Business User (as applicable);
- (4) taking the measures required to give effect to the applicable legal rights of data subjects in relation to the processing of their Relevant Personal Data by the Business User (as applicable);
- (5) implementing appropriate technical and organisational measures to ensure an appropriate level of protection of the Relevant Personal Data;
- (6) retain the Relevant Personal Data for no longer than necessary for the purposes for which such data is shared under this Agreement in accordance with the respective Data Request;
- (7) when using third parties (including Data Recipients, as the case may be) for the purposes related to processing of Relevant personal data, conclude the data processing agreements in any case required by the Data Protection Laws.

10.4. Business Owner is responsible for assuring the valid legal basis to obtain and further process the Relevant personal data under Data Protection laws and keep the records and documentation relevant to demonstrate compliance with Data protection laws, and in particular the legal basis for obtaining and further processing of Relevant personal data. Business Owner shall not request access to data nor sharing with a Data Recipient any Relevant personal data in relation to which Business Owner has no legal basis for processing.

10.5. If the Business User receives a request from a relevant data subject or a supervisory authority in relation to the Relevant Personal Data, the Business User shall inform the Data Holder about such request without undue delay, unless not permitted by law. If the Data Holder receives such a request, the Business User shall use reasonable efforts, a to assist the Data Holder by sharing relevant information and documentation, and providing prompt responses to questions and inquiries, for the Data Holder to be able to respond to such requests and to demonstrate compliance with applicable Data Protection Laws.

10.6. At first request of the Data Holder, the Business User shall provide evidence of compliance with requirements set forth in this chapter 10.

10.7. Notwithstanding anything to the contrary in this Agreement, the Business User shall indemnify the Data Holder against all claims, liabilities, costs, expenses, damages and losses (including but not limited to any loss of profit, loss of business or goodwill, penalties, fines, legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses, and any other indirect or consequential losses) assessed against or incurred by the Data Holder arising out of or in connection with any breach by the Business User, its personnel or any of its sub-contractors of any of the provisions of this chapter 10, or applicable Data Protection laws.

## **11. Liability**

11.1. Data Holder is liable for damages within the framework of fault-based liability in the event of wrongful intent and gross negligence. In the event of simple negligence, Data Holder will be liable, subject to the statutory restrictions of liability (e.g. care exercised in one's own affairs; insignificant breach of duty), only:

- (1) for damages in connection with damage to life, body or health;
- (2) for damages in connection with a breach of a material contractual obligation (obligation which actually allows for the proper execution of the contract or on compliance with which the contracting partner regularly relies and may rely): in this case, Data Holder's liability will, however, be restricted to compensation for the foreseeable, typically occurring damage.

11.2. The restrictions of liability resulting from clause 11.1 will also apply to breaches of duties by and / or for the benefit of persons for whose faults Data Holder is responsible in accordance with the statutory provisions.

11.3. In any case, except where the law provides otherwise, the Data Holder's liability in relation to a specific event causing damage shall be limited to:

- (1) the amount equal to the fees received by Data Holder from Data Recipients acting on behalf of the Business User in relation to the sharing of Vehicle Data, during the 12 months preceding the event which caused the applicable Party's liability.
- (2) If the Data is provided to the Business User without Data Recipient's participation, to the amount of 100,000 EUR.

11.4. The Business User shall indemnify the Data Holder from and against all claims, costs, expenses, liabilities and damages or losses (including without limitation interest, penalties, fines and reasonable legal and other professional costs and expenses) arising out of or related to (i) any claim brought against the Data Holder by any Authorized User, or (ii) any use of Vehicle Data by Business User (or a Data Recipient acting on Business User's behalf) beyond the scope permitted under the Agreement.

## **12. Conclusion of the Agreement. Hierarchy. Changes to the Agreement.**

12.1. This Agreement is concluded at the moment when the Business User concludes the agreement with the Data Recipient, in which this agreement is incorporated.

12.2. In case of discrepancies, the following hierarchy applies:

- (1) this Agreement
- (2) Appendices to this Agreement
- (3) Information Notice and this Agreement.

12.3. Data Holder may modify the General Terms of Data Access and Use or any of its annexes, upon giving the Business User a 30-day notice. Where the change has a serious negative impact on Business User, the Business User is entitled to terminate the Agreement in full or in part.

## **13. Miscellaneous**

13.1. Any notification or other communication required by this Agreement must be in writing and may be delivered by hand, sent by prepaid post, or transmitted by electronic means, including email,. Any such notice or communication will be deemed to have been received:

- (1) If delivered by hand, on the day of delivery;
- (2) if sent by prepaid post, on the third business day after posting;
- (3) if sent by electronic means, on the date of transmission, provided that no error message indicating failure to deliver has been received by the sender.

13.2. In the event that any of these terms and conditions or any part of any term or condition is judged illegal, invalid, void or unenforceable for any reason, the continuation in force of the remainder of these terms and conditions shall not be prejudiced.

13.3. No forbearance, delay or indulgence by either Party enforcing its respective rights shall prejudice or restrict the rights of that Party, and no waiver of any such rights or any breach of any contractual terms shall be deemed to be a waiver of any other right or of any later breach.

13.4. The Agreement will be governed by German law and the rights and obligations of the Parties hereto will be construed in all respect in accordance with the laws of Germany. The Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of Frankfurt am Main.

## **14. Definitions**

14.1. **"Agreement on Data Access and Use"** or **"Agreement"** or **"General Terms"** – means these General Terms of Data Access and Use.

- 14.2. **“Authorized User”** – has the meaning specified in clause 7.2
- 14.3. **“Bluelink service”** – related service available to Users of Hyundai vehicles, subject to the [Bluelink Terms of Use](#) and [Bluelink Privacy notice](#)
- 14.4. **“Business user”** – User who uses the Product and /or Related Service for the purposes related to User’s business activity and who has requested that the Vehicle Data is available to the Business User, including where such request is done via an authorized the Recipient acting on behalf of the Business User .
- 14.5. **“Confidential information”** – all information (however recorded or preserved) disclosed by a Party or its Representatives to the other Party or that Party’s Representatives in connection with this Agreement, which is either (i) labelled as confidential or similar or (ii) which should reasonably be considered as confidential because of its nature and the manner of its disclosure. Confidential information shall not include any information that:
- is or has become generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of chapter 9
  - the receiving Party can demonstrate to the disclosing Party’s reasonable satisfaction was in the receiving Party’s possession at the time of disclosure and was not acquired, either directly or indirectly, from the disclosing Party, unless previously disclosed on a non-confidential basis; or
  - the Receiving Party received in good faith from a third party other than its Representative who is not under a restriction of confidentiality and having a right to freely disclose the Confidential Information; or
  - the receiving Party can demonstrate to the disclosing Party’s reasonable satisfaction to have been independently developed by the receiving Party after the disclosure hereunder, without the aid, application or use in any way of the Confidential Information; or
  - the Parties agree in writing is not confidential or may be disclosed.
- 14.6. **“Hyundai Affiliate”** – any entity controlled by, controlling or under common control of the Data Holder.
- 14.7. **“Privacy policy”** – privacy policy related to Bluelink service, available at [Bluelink Privacy Policy](#) or Genesis Connected Service, available at [Genesis Connected Services](#).
- 14.8. **“Relevant Data”** or **“Data”** – the data collected or generated by the Product or Related Service, which 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 to the Data Act Information Notice, including relevant metadata. If, during terms of Agreement on Data Access and Use, new data is made available to the User, Appendix 1 of the Information Notice will be amended accordingly.
- 14.9. **“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.
- 14.10. **“Data Act Information Notice”** or **“Information Notice”** – this information notice provided to the user of Product and/or Related Service under art. 3.2 and 3.3 of the Data Act. Data Act Information Notice is available at <https://connected-mobility.hyundai.com/data-rights-en>
- 14.11. **“Data license”** – has the meaning specified in clause 2.1
- 14.12. **“Data Holder** – Hyundai Connected Mobility GmbH
- 14.13. **“Data Protection laws”** – GDPR as well as any other legal regulations related to data protection and privacy, applicable to either of the Parties.
- 14.14. **“Data Recipient”** – a third party selected by the Business User, obtaining and further processing the Relevant Data at request of the Business User

- 14.15. “**GDPR**” – the 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)
- 14.16. “**Genesis Connected Services**” – related service available to Users of Genesis vehicles, subject to the [Genesis Connected Services Terms of Use](#) and [Genesis Connected Services Privacy notice](#)
- 14.17. “**Related service**” – means a digital service other than an electronic communication service, including software which 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 which 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:
- (a) **Bluelink service**, in relation to Hyundai vehicles, and
  - (b) **Genesis Connected Services**, in relation to Genesis vehicles.
- 14.18. “**Relevant personal data**” – has the meaning specified in clause 10.1
- 14.19. “**Subsequent User**” – has the meaning specified in clause 7.1
- 14.20. “**User**” – means 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 Related service.
- 14.21. “**Vehicle**” or “**Product**” – any Hyundai or Genesis vehicle which has been placed on the EU market which obtains, generated or collects data concerning its use or environment and that is able to communicate product data via an electronic communications service, 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.