

HYUNDAI CONNECTED MOBILITY GMBH

TERMS OF USE – IN-CAR HYUNDAI BLUELINK AND GENESIS CONNECTED SERVICES FOR HYUNDAI AND GENESIS BRAND VEHICLES

VERSION: 8 September 2025

List of changes

- These Terms of Use now apply to Hyundai and Genesis brand vehicles.
- Starting from the 8th of October 2025, Genesis Connected Services will be provided by Hyundai Connected Mobility GmbH, a partner company of Hyundai Motor Group. Please note the respective changes in Sections 1.2, 1.3 and 16.1.
- Section 3.1 Hyundai Bluelink Packages (Hyundai brand vehicles only) has been updated.
- Section 4.4 Google Places POI search has been added (some vehicles only).
- Section 10 Data Access and Use have been added. This change becomes effective from 12th of September 2025.

1. INTRODUCTION

1.1. In order to use our Hyundai Bluelink (“Bluelink”) and Genesis connected services (“Genesis Connected Services” or “GCS”) (together the “Services”), please read the following terms (“Terms” or “Terms of Use”).

These Terms will apply whenever you use the Services available inside the vehicle infotainment system of your Hyundai and Genesis brand vehicles in the countries listed in Annex 1.

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

Additional Services are provided via our Hyundai and Genesis apps.

1.2. We are Hyundai Connected Mobility GmbH. Our registered address is Kaiserleipromenade 5, 63067 Offenbach, Germany. We are your contractual partner regarding the provision of the Services.

1.3. If you have questions then please call us at +49 69271472377 or contact us by email at support.bluelink@hyundai-europe.com (for Hyundai vehicles) or mygenesis@eu.genesis.com (for Genesis vehicles).

2. USE OF SERVICES

2.1. GENERAL PRECONDITIONS

2.1.1. You must be 18 or over to accept these Terms.

2.1.2. You can only use the Services with Hyundai and Genesis brand vehicles which are equipped with the specific hardware for Bluelink/GCS, in particular a modem with preinstalled SIM 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 Hyundai or Genesis brand vehicle. The two are legally separate contracts, which do not in principle affect each other.

2.1.4. 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 the Services at any time through the privacy settings in your infotainment system.

2.1.6. Not all Services may be available for use with your specific vehicle – this may depend on your Hyundai and Genesis brand vehicle model as well as on the software version of the infotainment system.

2.1.7. We will not charge you for your use of the Services during the term of our contract (see Section 12 below on when our contract based on these Terms terminates).

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

2.2.CONCLUSION OF CONTRACT

The contract between you and us regarding the Services is concluded upon activation of the Services in the menu of the infotainment system (the head unit of your vehicle).

The contract is concluded in your local language.

The latest version of these Terms will be available to you at any time in the menu of the infotainment system.

3.SERVICE PACKAGES

3.1.HYUNDAI BLUELINK PACKAGES (HYUNDAI BRAND VEHICLES ONLY)

With our Bluelink packages Bluelink Lite, Bluelink Plus and Bluelink Pro, you can choose the services that best fit your needs.

3.1.1.COMPLIMENTARY PERIOD

When you buy or lease a Hyundai vehicle equipped with Bluelink, you will receive free access to certain services for a limited time (the “**Complimentary Period**”). The exact duration and included features depend on your vehicle’s model and configuration, and the country in which it was purchased. The complimentary period of Bluelink services starts with the sales date of your vehicle.

The terms “Legacy Fleet” and “New Fleet” are used below only to help differentiate between vehicle configurations. To find out which category your vehicle falls into and the remaining period of the respective service, **open your Bluelink app and tap “Current Plan” on the home screen**. You can also visit the official Hyundai Bluelink website: <https://www.hyundai.com/eu/bluelink.html>

Legacy Fleet

Legacy Fleet applies to the model years from 2019 to 2024, with earlier Bluelink configurations. For exact eligibility and available services, please check your Bluelink app.

- Free access to **Bluelink Pro** (3 years) or **Plus** (5 years), depending on your model.
- After this period, a paid subscription is required to continue using Bluelink services.
- If not renewed, services will be deactivated, and your vehicle will be reset (all personal settings will be deleted).

New Fleet

New Fleet applies to the model years from 2025 and onwards. For exact eligibility and available services, please check your Bluelink app.

- Free access to **Bluelink Lite** for up to 10 years.
- On top of Bluelink Lite, free access to **Bluelink Plus** and **Pro** for a minimum of 6 months, after which a paid subscription is required to continue using the respective Bluelink service.

- If you choose not to subscribe to Bluelink Plus or Pro, the vehicle will continue with Bluelink Lite for the remainder of the 10 year complimentary period.

3.1.2. SUBSCRIPTION PACKAGES AFTER COMPLIMENTARY PERIOD

After the complimentary period ends, you can choose from the following Bluelink packages based on your vehicle's model and configuration, and the country in which it was purchased:

Bluelink Lite

Includes core features like connected routing, EV services, vehicle status update in the Bluelink app and Hyundai Digital Key (if supported).

Free for up to 10 years only in New Fleet vehicles only (not Legacy Fleet vehicles).

Bluelink Plus

Adds remote functions (e.g., climate control, locking) and live services (e.g. weather, speed cameras).

Complimentary access may vary:

- Up to 5 years for Legacy Fleet without OTA support
- 3 years for Legacy Fleet with OTA
- Minimum 6 months for New Fleet

Afterwards, available by paid subscription.

Bluelink Pro

Includes all features in Lite and Plus, as well as streaming services (if supported) and over-the-air updates for infotainment system.

Complimentary access may vary:

- 3 years for Legacy Fleet with OTA
- 6 months for New Fleet

Afterwards, available by paid subscription.

Note: For a full list of package features, please consult the website: <https://www.hyundai.com/eu/bluelink.html>

3.1.3. VARIABILITY AND SERVICE UPDATES

Complimentary access and package availability may vary based on the country in which vehicle was purchased, the vehicle type and technical specifications.

Hyundai reserves the right to update or change services as outlined in Section 14 ("Changes").

3.2. GENESIS CONNECTED SERVICES PACKAGES

For existing Genesis Connected Service users, all Services will be provided as usual during the remaining time of the complimentary period of five (5) years starting from the date of vehicle registration.

Upon expiry of the complimentary period, you can subscribe to a service package that is available for your vehicle model for a fee.

4. SERVICE LIST

For Hyundai Bluelink users, the available Services will depend on the selected Bluelink package. Genesis Connected Services users are provided with all Services listed below.

4.1. LIVE SERVICES (BLUELINK PLUS AND BLUELINK PRO ONLY)

Our Live Services allow you to access the following functions through the vehicle's infotainment system:

4.1.1.LIVE TRAFFIC

Bluelink and GCS 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.

4.1.2.LIVE PARKING

Live parking helps you find a parking spot for more efficient and stress-free parking.

The parking information features compare parking options in multi-storey car parks, parking lots and on the street.

Live parking provides information about free parking spaces using a traffic light system (green, yellow, red), as well as price information where applicable.

4.1.3.LIVE FILLING STATIONS

This feature helps you find the closest and cheapest fuel station nearby. The live filling stations function provides live fuel price information and an indication of the price level using colours (green, red).

4.1.4.WEATHER

This feature provides weather information for the next five days.

4.1.5.HYUNDAI & GENESIS SERVICE

This feature allows you to easily find the nearest Hyundai/Genesis dealer or service location information and contact details.

4.1.6.CAMERA / DANGER ZONE ALERTS (ONLY IF LEGALLY PERMISSIBLE IN YOUR COUNTRY)

This feature sends alerts in areas where accidents are particularly common and warns you about "danger zones", speed cameras and traffic lights.

4.1.7.SPORTS LEAGUE

The sports league feature provides the results from recent games. Currently supported sports are football, basketball, baseball and golf, as well as the World Athletics Championships, the Olympics and the FIFA World Cup.

4.2.LIVE EV POI (EV & PHEV ONLY) (ALL BLUELINK PACKAGES)

Live EV POI helps you find the closest and best EV charging station according to your requirements (such as charging type).

4.3.LIVE POI & LIVE FREE TEXT SEARCH (ALL BLUELINK PACKAGES)

With Bluelink and GCS, we offer a very powerful online live POI (point of interest) service that also allows you to receive further information (such as opening hours) and location-based information for certain POIs directly on the navigation screen of your infotainment system.

In addition, the following features are available for Hyundai Bluelink users only:

Some POIs will appear as a small pin branded with the respective logo of selected third-party vendor on the navigation map. You will be shown a "%" symbol next to the logo if there is an ongoing promotion that might be of interest to you. If you click the symbol, a detail screen will open containing additional information, an offer and, for example, a discount or promotional QR code.

You can also search for various POIs by selecting your desired POI category (e.g. filling station, parking, shopping/groceries) in the navigation system. If there is an ongoing promotion or campaign for one of the selected vendors, it will appear at the top of the list and you will see a "%" symbol indicating an offer. By clicking on the respective vendor, you will receive further details on the POI and access the offer such as a discount or promotional QR code on the detail screen.

Furthermore, you can find a list of relevant current location-based offers in all POI categories in "Nearby offers" under the "Nearby POI" menu of the navigation system.

You may also have offers and information from the vehicle sent directly to your Hyundai apps as push notifications by clicking the smartphone icon or button titled "Send to Phone" in the detail screen. You can find a list of all push notifications sent from your vehicle under "More" – "Offer Inbox".

In order to provide you with interesting and high-quality offers, we use the services of a third-party service provider that offers a platform where selected vendors/partners from all relevant POI categories can launch their respective marketing campaigns.

The vendor pays Hyundai for each pin impression and interaction with one of their offers. If you do not wish to see this kind of affiliate marketing, please deactivate the "Location-based in-vehicle services" in the "Privacy Settings" menu of the infotainment system. This will also disable other location-based services in the vehicle, such as EV POI and connected routing.

4.4.GOOGLE PLACES POI SEARCH (ONLY FOR CERTAIN HYUNDAI AND GENESIS MODELS)

With Bluelink and GCS, we provide you with the latest locations and details from one of the largest databases, directly on the navigation screen of your infotainment system. The free text search and autocomplete functions allow you to easily search for the place you want, including within a specific area e.g. along your route. You will also find live and detailed information such as operating hours, pricing information, description of the location, user reviews and more.

4.5.EMERGENCY VEHICLE APPROACHING (ONLY IN SELECTED COUNTRIES AND SELECTED MODELS; ALL BLUELINK PACKAGES)

This feature notifies you in the Head Unit when an emergency vehicle such as an ambulance is approaching.

4.6.ONLINE VOICE RECOGNITION (ALL BLUELINK PACKAGES)

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 Bluelink/ GCS 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 the following languages: English, German, French, Italian, Spanish and Dutch.

If online voice recognition is disabled or not available, you can use offline voice recognition. The difference is that the offline mode only supports specific commands. The search results are drawn from an internal database, which may be less up to date. In offline mode we will not process your voice samples and GPS coordinates to improve the service.

4.7.VEHICLE DIAGNOSTICS (ALL BLUELINK PACKAGES)

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

4.8.CONNECTED ROUTING (ALL BLUELINK PACKAGES)

Connected routing means that the route from your current position to your destination is calculated by a powerful server inside the Bluelink/ GCS cloud environment, and not just by the infotainment system itself.

4.9.PREFERRED ROUTE (ALL BLUELINK PACKAGES)

Our preferred route guidance allows you to compare your frequently travelled routes between a specific starting point and destination, to provide you with a route calculation that matches your preferences.

4.10.USER PROFILE (ALL BLUELINK PACKAGES)

The user profile allows you to save various vehicle settings in your Bluelink/ GCS 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 Hyundai/ Genesis 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.

Items that can be stored under the driver/user profile include e.g.: profile picture and previous destinations

All these settings can be exported to another vehicle via Bluelink or GCS. If a friend is using your vehicle temporarily, you can use a guest profile.

4.11.PERSONALISED SERVICE (ALL BLUELINK PACKAGES)

You may personalise your user profile further by saving your preferred navigation settings, media volume and the position of the driver's seat or Head Unit and linking this personalised user profile to your Hyundai/Genesis account. This allows you to easily transfer your preferred settings to any other vehicle that is also connected to your Hyundai/Genesis account. When you update your preferred navigations settings, they will be automatically synchronized in every vehicle that is connected to your Hyundai/Genesis account.

If you link your Hyundai/ Genesis account with accounts from third-party service providers such as Google or Apple Calendar, each infotainment system of any vehicle that is connected to your Hyundai account will automatically be logged in and synchronized.

4.12.NOTIFICATION CENTRE (ALL BLUELINK PACKAGES)

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.

4.13.CALENDAR (ALL BLUELINK PACKAGES)

Bluelink/GCS allows you to synchronise your Google or Apple calendar with the integrated calendar function in your infotainment system.

4.14.LIKE FEATURE (ALL BLUELINK PACKAGES)

While playing music via USB, Bluetooth or radio, 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 (only for USB).

4.15.MUSIC STREAMING (BLUELINK PRO ONLY)

With the music streaming feature, you can stream music in your vehicle directly from certain music streaming services via the infotainment system. To use this feature, a valid subscription to the music streaming platform is required. No additional costs will be incurred as long as you are subscribed to Bluelink/GCS.

To activate this feature, go to the "Media" menu of your infotainment system and select the music streaming service. Scan the QR code with your phone to link your account for the music streaming service. You will be directed to the login page of the respective service via the Hyundai/Genesis apps. After successful login, please click the 'Link and continue' button on the vehicle's infotainment system screen. Please note that you can link your account only if you have added your vehicle to the Hyundai/Genesis apps and linked the app to the vehicle's driver profile.

Please note that music streaming is available only for certain Hyundai/Genesis models.

4.16.FINGERPRINT (SELECTED GENESIS VEHICLE MODELS ONLY)

With this feature you can set up fingerprint identification for each user profile. By setting your fingerprint, you can use

fingerprint recognition instead of a password for convenient functions such as starting the vehicle, unlocking your profile and exiting valet mode.

5.OTA (OVER-THE-AIR) UPDATE

With respect to certain vehicle models, as communicated by us, Bluelink/GCS 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 deactivating Bluelink & GCS connectivity via the infotainment system in your vehicle.

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 or SD card as well as in a Hyundai/Genesis 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, Bluelink and GCS) may not function properly or at all if you don't.

5.1. VEHICLE SYSTEM OTA UPDATE (ALL BLUELINK PACKAGES)

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 Bluelink/GCS 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.

5.2. MAPS AND INFOTAINMENT OTA UPDATE (BLUELINK PRO ONLY)

We may also provide OTA updates for the maps and the infotainment system of your vehicle during the term of our contract.

OTA updates for the infotainment system may include updates required to maintain the 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.

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 Hyundai Motor Group. ("Hyundai Motor Group" refers to Hyundai Motor Company and its affiliated companies.)

6.2. Nothing in these Terms of Use shall be construed as granting a licence or right to:

6.2.1. use any image, trademark, service mark or logo, all of which are the property of Hyundai Motor Group. Hyundai Motor 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 Hyundai Bluelink, Genesis Connected Services or the Services in any form, in whole or in part to any person without prior written consent from us;

6.2.3. copy Hyundai Bluelink, Genesis Connected Services or the Services, except as part of the normal use of Hyundai Bluelink/GCS or where it is necessary for the purpose of backup or operational security;

6.2.4. translate, merge, adapt, vary, alter or modify Hyundai Bluelink, Genesis Connected Services or the Services in whole or in part; nor permit Hyundai Bluelink, Genesis Connected Services 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 Hyundai Bluelink, Genesis Connected Services 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 Hyundai Bluelink, Genesis Connected Services 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:

6.2.5.1. 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;

6.2.5.2. is not used to create any software that is substantially similar in its expression to Hyundai Bluelink and Genesis Connected Services;

6.2.5.3. is kept secure; and

6.2.5.4. 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:

1.

comply with applicable laws and regulations and respect the rights of third parties when using the Services;

2.

do not use the Services for unlawful purposes or facilitate unlawful use of the Services by third parties;

3.

do not alter your vehicle (including hardware and software changes as well as use of third-party software) in such way that the functionality of the Services may be affected;

4.

do not wilfully disrupt the Services by any means;

5.

do not use the SIM card built into the vehicle's infotainment system used for the provision of the Services:

1. for the transmission of voice (including VOIP);
2. to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, gateway or routing;
3. in any way that attempts to penetrate security measures, irrespective of whether the intrusion results in the corruption or loss of data;
4. 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;
5. in a way that involves spamming, the sending of bulk unsolicited emails or commercial messages, or maintaining an open SMTP relay; or
6. in any way that causes the network to be impaired; and

6.

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, you must deactivate Bluelink/GCS in the infotainment system.

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 compatible devices (i.e. the infotainment system) which support the particular 4G/LTE frequency of the specific roaming 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.

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 ACCESS AND USE

10.1. This section sets out the principles of access to and use of data, including both personal and non-personal data, generated in connection with the use of the Services or the vehicle (“**Relevant Data**” or “**Data**”) under Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data and amending Regulation (EU) 2017/2394 and Directive (EU) 2020/1828 (“**Data Act**”).

10.2. For avoidance of doubt, this section applies also to the Relevant Data in aggregated form, where originally collected personal data has been aggregated so that it can no longer be linked to a natural person.

10.3. For the purpose of this Section 10, we also refer to ourselves as the “**Data Holder**”.

[Data Licence and purposes of data use]

10.4. With regard to non-personal Relevant Data, by accepting these Terms, you grant us a non-exclusive worldwide licence to a free of charge access, use and make this data available free of charge to Hyundai/Genesis affiliates and third parties, including but not limited to mobility data platforms, mobility and infrastructure service providers, or other providers in the automotive and mobility industry (“**Data Licence**”) in a manner described in this section and for the following purposes (“**Purposes**”):

1. improving the functioning of any product or related service offered by us or Hyundai affiliates
2. analysing the data and aggregating it with other data or creating services data for the purpose of improving our products and services
3. developing new products or services, including artificial intelligence (AI) solutions, by us or by third parties acting on our behalf or in collaboration with us
4. aggregating the Relevant Data with other data or creating derived data, for any lawful purpose, including selling or otherwise making available such aggregated or derived data to third parties, provided such data does not allow specific data transmitted to us from the vehicle or Services to be identified or allow a third party to derive the data from the dataset.

10.5. This shall not affect any existing or future rights or obligations of us to process Relevant Data under other provisions or independently of this provision, e.g. to process Relevant Data strictly for the purposes of providing the Services and perform related tasks. In accepting these Terms, you acknowledge that in order for the Data Holder and/or any other Hyundai/Genesis company to provide the Services, Relevant Data must be used, and the Data Holder and other Hyundai companies are allowed to use Relevant Data for (i) providing the Services as described in these Terms, (ii) providing support, warranty, guarantee or similar services or to assess your or third party’s claims related to the vehicle or Services, or (iii) monitoring and maintaining the functioning, safety and security of the vehicle or Services and ensuring quality control.

10.6. We may transfer our role as Data Holder to another Hyundai affiliate, which will then become the Data Holder; this typically involves a change of the provider/contractual partner on the part of Hyundai. The remaining provisions in these Terms apply to the transfer of services and the underlying contracts.

10.7. We undertake not to use Relevant Data that is non-personal data to derive insights about your economic situation, assets and production methods, or about the use of the vehicle or Services in any other manner that could undermine your commercial position on the markets in which you are active.

[Your access to Relevant Data]

10.8. You have the right to access the Relevant Data, including metadata in the meaning of the Data Act, if applicable, free of charge, with at least the same quality as available to us, in a comprehensive, structured, commonly used and machine-readable format, where relevant and technically feasible, continuously and in real time.

10.9. The technical details regarding the access procedure are available at <https://connected-mobility.hyundai.com/data-rights-en> (“**Data Act Information Notice**”).

10.10. When you request access to Relevant Data, we may require additional information to confirm your identity, the validity of the request and your eligibility to access the data. For this purpose, we may require:

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 Services.

10.11. If you are not the legal owner of the vehicle, the request for data access should be submitted via the owner of the Vehicle.

10.12. Prior to granting access to data, we may request that technical and organisational security measures are applied to secure the data.

10.13. We may refuse access to the Relevant Data, where disclosure of data (or any further processing of data) could have a serious adverse effect on the health, safety or security of a natural person.

10.14. Additionally, in exceptional circumstances, where you are not able to ensure sufficient security of Relevant Data classified as trade secret or in case where the disclosure of Relevant Data is highly likely to cause us serious economic damage, we may refuse to grant access to Relevant Data.

10.15. If we refuse your request to access the Relevant Data, we will also notify the relevant authority accordingly. In such case, you are also entitled to know the reasons why your request has been rejected and to lodge a complaint with the relevant authority. Information about the competent authority is available in the Data Act Information Notice: [<https://connected-mobility.hyundai.com/data-rights-en>]

10.16. In relation to personal data, if the scope of requested Relevant Data includes personal data, the GDPR applies. In such case, you may be requested to demonstrate the lawful basis for processing personal data, unless you are the data subject within the meaning of the GDPR, and you may only request the personal data pertaining to yourself.

[Your use of Relevant Data]

10.17. You are entitled to use the Relevant Data that has been made available to you for any lawful purpose and share the Relevant Data freely with third parties. However, you are not permitted to:

1. use the Relevant Data to develop a connected product that competes with the Hyundai vehicle nor share the Relevant Data with third parties for this purpose;
2. use Relevant Data to derive insights about our economic situation, assets and production methods, or those of Hyundai Motor Company;
3. use coercive means or exploit any gaps in our technical infrastructure designed to protect the Relevant Data in order to obtain access to data;
4. share the Relevant Data with a third party considered to be gatekeeper under Article 3 of Regulation (EU) 2022/1925 (an up-to-date list of gatekeepers is available here: https://digital-markets-act.ec.europa.eu/gatekeepers_en).

[Sharing of data with third parties in relation to the Purposes]

10.18. We may share Relevant Data that is not personal data with Hyundai/Genesis affiliates and/or third parties if the data is used by the third party for one or all of the following purposes:

6. assisting the Data Holder in achieving the Purposes
7. achieving the Purposes, in collaboration with the Data Holder
8. other purposes of third parties, if you have specifically requested this. In such case, we can request compensation from such third party for sharing Relevant Data.

10.19. Except for cases described in Section TUIWorkReportDocFrame, 10.22 and/or in the Privacy Notice [<https://www.hyundai.com/eu/en/bluelink-privacy-notice.html>], we will only share the Relevant Data at your request, which you can submit to us or to third parties of your choice. For more information regarding the request procedure, please refer to the Data Act Information Notice: [<https://connected-mobility.hyundai.com/data-rights-en>]

10.20. When sharing Relevant Data that is not personal data with a third party, we will ensure that the third party is contractually bound:

9. not to use the Relevant Data for any purposes or in any way beyond the use that is permissible in accordance with this section;
10. not to derive insights about your economic situation, assets and production methods, or about the use of the vehicle or Services in any other manner that could undermine your commercial position on the markets in which you are active;
11. to apply the technical and organisational measures required for ensuring an appropriate level of security of the Relevant Data;
12. not to share Relevant Data further unless you specifically request or approve of such data sharing, or unless such data sharing is required and, in your interest, to fulfil the Purposes or any contract you may have with such third party.

10.21. Under no circumstances will we share Relevant Data with a third party considered to be gatekeeper under Article 3 of Regulation (EU) 2022/1925 (an up-to-date list of gatekeepers is available here: https://digital-markets-act.ec.europa.eu/gatekeepers_en unless this is related to the provision of the Services.

10.22. For avoidance of doubt, we and the third parties with whom the Relevant Data has been shared, are authorised to use, at our sole discretion, processing services provided by third parties, such as 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.

[Termination of Data Licence]

10.23. The use of Relevant Data is limited to the retention periods specified in Data Act Information Notice: [<https://connected-mobility.hyundai.com/data-rights-en>]

10.24. Termination of or withdrawal from the Services results in termination of the Data Licence. Please note that if you terminate the Data Licence, your use of Services may be limited.

10.25. The Data Licence also terminates automatically:

1. upon transfer of the vehicle or permanent discontinuation of the Services;
2. when your title to use the vehicle expires (i.e. you sell your vehicle);
3. in the case referred to in Section 10.5.

10.26. Upon expiry or termination of the Data Licence, we will no longer collect Relevant Data. However, the Data Holder is entitled to further process Relevant Data already generated or collected before the date of termination or expiry of the Data Licence as specified in this section.

[Use of personal data]

10.27. The use and sharing of Relevant Data that is personal data has been described in detail in the Privacy Notice: [<https://www.hyundai.com/eu/en/bluelink-privacy-notice.html>]

[Transfer of the vehicle. Additional users of Services]

10.28. If you sell your vehicle or otherwise provide it to a third party on a permanent basis (for example you conclude a long-term lease of your vehicle), you must follow the requirements specified in Section 7.4.

10.29. If you allow another individual (“**Additional User**”) to use the Services, you must ensure that:

1. such Additional User has acknowledged and accepted these Terms of Use and specifically this section;
2. you support the Additional User in relation to any requests by the Additional User related to Relevant Data, in particular by acting as our primary contact in relation to the Relevant Data;
3. you notify us of any requests or claims by the Additional Users related to the Relevant Data without delay and cooperate with us in addressing such claims or requests, in particular by providing us with any necessary information.

10.30. In so far as is allowed by the law, you are liable for any damage caused to us or to third parties if you fail to comply with your obligations specified in Section [No Segment found with ID: 1246026] and/or 7.4.

[Further information]

10.31. Detailed information regarding Relevant Data, your rights under the Data Act and other information required by the law is available in the Data Act Information Notice: [<https://connected-mobility.hyundai.com/data-rights-en>]

[Access to and use of Relevant Data of Authorised User]

10.32. You are considered an Authorised User if you do not have your own title to the vehicle (i.e. ownership or lease), but use the Services based on the authorisation of another party conducting a business activity (“**Business User**”), in particular:

- your employer
- your business partner such as a car hire company.

10.33. Section 10.1 - 10.30 do not apply to Authorised Users. Business Users are required to provide you with all information required by law, in particular regarding how and for what purposes the Relevant Data is used, how it can be accessed and with whom it is shared. Please contact the Business User for relevant information.

10.34. Authorised Users should submit requests for access to Relevant Data that is not personal data via the Business User.

10.35. Your rights in relation to processing personal data remain unaffected, as described in the Privacy Notice: [<https://www.hyundai.com/eu/en/bluelink-privacy-notice.html>]

11. DATA PROTECTION AND CYBERSECURITY

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

11.2. 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.

11.3. 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.

11.4. However, we may terminate the contract based on these Terms without a notice period,

- if you withdraw your consent (if applicable) or object to further processing of your personal data, and
- if we 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.

11.5. 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.

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

12. TERM

12.1. You can use the Services as soon as you have activated Bluelink or GCS in your vehicle.

12.2. Our contract based on these Terms will automatically terminate:

1. 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
2. after expiry of the complimentary period if you don't subsequently subscribe to a Service package (see Section 3).

12.3. 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.

13. RIGHT OF WITHDRAWAL (ONLY FOR CONSUMERS)

13.1. 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.

Instructions on Withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire 14 days from the day of the conclusion of the contract.

To exercise your right of withdrawal, you must notify us (Hyundai Connected Mobility GmbH, Kaiserleipromenade 5, 63067 Offenbach, Germany, +49 69271472377, support.bluelink@hyundai-europe.com (for Hyundai) or mygenesis@eu.genesis.com (for Genesis) by means of a clear statement about your decision to withdraw from this contract.

You may use the sample withdrawal form in Section 13.3 below, but it is not obligatory.

To exercise your right of withdrawal within the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

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.

13.2. Your right of withdrawal does not affect your right to deactivate the Services with or without cause at any time in the infotainment system.

13.3.SAMPLE WITHDRAWAL FORM

(Complete and return this form only if you wish to withdraw from the contract.)

– To Hyundai Connected Mobility GmbH, Kaiserleipromenade 5, 63067 Offenbach, Germany, +49 692147377, (for Hyundai) or (for Genesis)

I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),

- Ordered on (*)/received on (*),
- Name of consumer(s),
- Address of consumer(s),
- Signature of consumer(s) (only if this form is submitted on paper),
- Date

(*) Delete as appropriate.

14.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.

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

14.2. 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.

14.3. In case of changes subject to Section 14.2 that have significant negative impact on your access to 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 in the infotainment system.

14.4. Otherwise, in case of all other material 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, we may terminate our contract based on these Terms with effect from the date on which the changes should have applied.

15.MISCELLANEOUS

15.1. 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.

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.

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

15.3. We may assign our rights and obligations under our contract with you to a third party either in full or in part.

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).

15.4. 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.

15.5. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.6. 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.

16. CUSTOMER SERVICE / COMPLAINTS

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

Hyundai Connected Mobility GmbH, Kaiserleipromenade 5, 63067 Offenbach, Germany

Phone: +49 69271472377

Email: support.bluelink@hyundai-europe.com (for Hyundai) or mygenesis@eu.genesis.com (for Genesis)

16.2. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. The European Commission provides a platform for alternative dispute resolution.

You can access the platform via <http://ec.europa.eu/consumers/odr/>. Hyundai is not obliged to and does not participate in alternative dispute resolution procedures before an alternative dispute resolution entity for consumers.

17. WARRANTY

17.1. In the event that the provided Services are defective, warranty obligations shall apply in accordance with the applicable statutory provisions.

17.2. In addition, the following shall apply with regard to the Services:

1. 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.

2. 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

1. your digital environment was not compatible with the technical requirements of the Services at the relevant time as communicated by us, or

2. 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.

17.3. 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.

18.LIABILITY

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

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

18.3. 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.

18.4. We do not exclude or limit in any way our liability to you where it would be unlawful to do so.

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.

18.5. When we are liable for damage to your property. 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.

18.6. We are not liable for business losses. Hyundai Bluelink and Genesis Connected Services are for private use. If you use Hyundai Bluelink or Genesis Connected Services 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.

18.7. Hyundai Bluelink, Genesis Connected Services 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 Hyundai Bluelink, Genesis Connected Services or the Services.

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

18.8. Hyundai Bluelink, Genesis Connected Services and the Services have not been developed to meet your individual requirements. Please check that the facilities and functions of Hyundai Bluelink, Genesis Connected Services and the Services meet your requirements.

19.PLACE OF JURISDICTION AND APPLICABLE LAW

19.1. The exclusive place of jurisdiction for all claims arising from the business relationship with merchants is Offenbach.

19.2. The same place of jurisdiction shall apply if the customer does not have a general place of jurisdiction in Germany, moves its domicile or usual place of residence after conclusion of the contract or if its domicile or usual place of residence is not known at the time the action is brought.

19.3. All disputes arising from or on the basis of this contractual relationship shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

If the customer is a consumer i.e. every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession, this choice of law shall apply only to the extent that it offers the consumer the mandatory applicable consumer protection provisions of the country in which the consumer has its usual place of residence at the time of its order.

Annex 1: List of countries

Austria

Hyundai Import Gesellschaft m.b.H.
Richard Strauss Straße 14
1230 Vienna
Austria
Commercial register number: 47654f

Belgium

NV Korean Motor Company SA
Pierstraat 229
2550 Kontich
Belgium
Commercial register number: BE0404273333

Bosnia and Herzegovina

Hyundai-Auto BH d.o.o.
Branilaca Šipa 4C
71000 Sarajevo
Bosnia and Herzegovina
Commercial register number: 65-01-0799-09

Bulgaria

Industrial Commerce Ltd
1797 Sofia
260 Ring Road
Bulgaria
Commercial register number: 204502867

Canary Islands

HYUNDAI CANARIAS, S.L.U.
C/ Lomo la Plana, 16
35.019. Las Palmas de Gran Canaria
Las Palmas
Commercial register number: B76156504

Croatia

Hyundai Hrvatska d.o.o.
Ljubljanskaavenija 4C
10090 Jankomir
Grad Zagreb
Croatia
Commercial register number: HRSR.080961241

Cyprus

CTC Automotive Ltd
Shacolas Emporium Park-Annex 4, 4 Verginas Street
2030 Nicosia
Cyprus
Commercial register number: HE145360

Czech Republic

Hyundai Motor Czech s.r.o.
Siemensova 2717/4
155 00 Praha 5
Czech Republic
Commercial register number: 28399757

Denmark

Hyundai Bil Import A/S
Korsvej 1
6000 Kolding
Denmark
Commercial register number: 14790993

Finland

Hyundai Motor Finland OY
Kellokukantie 2
01300 Vantaa
Finland
Commercial register number: FI16337337

France

Hyundai Motor France
Tour Nova – 71 Boulevard National
92250 La Garenne-Colombes
France
Commercial register number: 411 394 893

Germany (Hyundai)

Hyundai Motor Deutschland GmbH
Kaiserleipromenade 5
63067 Offenbach
Germany
Commercial register number: HRB 47293

Germany (Genesis)

Genesis Motor Deutschland GmbH
Strahlenbergerstraße 110-112
63067 Offenbach am Main

Greece

Hyundai Hellas S.A.
31, Viltanioti Street
14564 Kifissia
Greece
Commercial register number: 659601000

Hungary

Hyundai Holding Hungary Kft
Cziffra György út 15
1182 Budapest
Hungary
Commercial register number: 01-09-881438

Iceland

BL ehf
Kauptúni 1
210 Garðabær
Iceland
Commercial register number: 630211-0500

Ireland

Hyundai Cars Ireland Limited
JFK Drive, Naas Road
Dublin, 12
Ireland
Commercial register number: 211878

Italy

Hyundai Motor Company Italy S.r.l.
Via Giovanni Bensi 11
20152, Milano
Italy
Commercial register number: MI-1883965

Malta

Meridian Enterprises Co. Ltd.
Pater House
168 Psaila Street
Birkirkara BKR 9077
Malta
Commercial register number: C3988

Moldova

Pacific Motors SRL
Chisinau str. Calea Mosilor 5/1
Moldova
Commercial register number: 1014600041393

The Netherlands

Hyundai Motor Netherlands b.v.
Hub van Doorneweg 14
2171 KZ Sassenheim
The Netherlands
Commercial register number: 61506230

Norway

Hyundai Motor Norway AS
Alf Bjerckes vei 8
0582 Oslo
Norway
Commercial register number: 914 315 816

Poland

Hyundai Motor Poland Sp. Z o.o.
ul. Woloska 24
02-675 Warszawa

Poland
Commercial register number: 0000067315

Romania

Hyundai Auto Romania
Bd. Expoziției, nr. 2, showroom Hyundai
etaj 1, sector 1, Bucuresti
Romania
Commercial register number: J40/15805/1994

Serbia

Hyundai Srbija d.o.o. Beograd
Milutina Milankovića 7V
11070 Novi Beograd
Serbia
Commercial register number: 21114804

Slovakia

Hyundai Motor Czech s.r.o., organizačná zložka Slovaki
Galvaniho 17/A
821 04 Bratislava
Slovak Republic
Commercial register number: 1610/B

Slovenia

Hyundai Avto Trade d.o.o. Ljubljana
Brnčičeva 45
1231 Ljubljana – Črnuče
Slovenia
Commercial register number: 5526485

Spain

Hyundai Motor España S.L.U.
Calle Quintanapalla 2
28050 Madrid
Spain
Commercial register number: B85754646

Sweden

Hyundai Motor Sweden AB
Hyllie Stationsväg 42
215 32 Malmö
Sweden
Commercial register number: 559441-2529

Switzerland (Hyundai)

ASTARA MOBILITYSWITZERLAND AG
Brandbachstrasse 6
CH-8305 Dietlikon
Switzerland
Commercial register number: CHE-262.166.165

Switzerland (Genesis)

Genesis Motor Schweiz AG
Bahnhofstrasse 6
8001 Zurich
Switzerland

Ukraine

Hyundai Motor Ukraine LLC
1A Novokonstantynivska Str.,
04080 Kyiv

Ukraine
Commercial register number: 33261252

UK (Hyundai)

Hyundai Motor UK Limited
Ground Floor, Birchwood Building Springfield Drive,
Leatherhead, Surrey KT22 7LP
United Kingdom
Commercial register number: 05446560

UK (Genesis)

Genesis Motor UK Ltd
Birchwood Building, Springfield Drive, Leatherhead, Surrey KT22 7LP
United Kingdom