

TERMS OF USE – IN-CAR PAYMENT

1. SCOPE OF APPLICATION AND DESCRIPTION OF IN-CAR PAYMENT

1.1. Scope of these Terms of Use and contracting parties

These Terms of Use govern the provisions of In-Car Payment (the "Service") and apply to the user of the Service ("you"). In-Car Payment is provided to you by Hyundai Connected Mobility GmbH, registered under the registration number HRB 56445, Kaiserleipromenade 5, 63067 Offenbach am Main, Germany; email: bluelink@Hyundai-europe.com ("Hyundai"; "we"; "us"; "our").

1.2. Description of In-Car Payment

In-Car Payment allows you to easily initiate the purchase of certain goods and services from inside your vehicle.

The goods and services available through In-Car Payment are provided by third "party traders" ("merchants"), which are independent from Hyundai.

In-Car Payment facilitates payment for the goods and services purchased from the merchants by allowing you to use the payment information you have stored in Hyundai Pay.

Before you can use In-Car Payment, you need to complete the sign-up process outlined in Section 2.

1.3. Role of Hyundai and the merchants

The contract regarding the goods and/or services (e.g. making a parking payment) is concluded directly between you and the merchant.

The In-Car Payment service only allows you to find merchants and their respective offers.

After selecting the purchase, you can initiate payment to the merchant using your preferred payment method stored in Hyundai Pay.

Hyundai is not a party to the contract concluded between you and the merchant.

Hyundai neither provides the goods and/or service that you order from the merchant, nor is Hyundai involved in the payment process.

The actual payment processing will be carried out by the respective merchant's payment service provider.

1.4. Availability of In-Car Payment

Services using In-Car Payment are available based on the underlying merchant's coverage.

Please refer to the respective merchant's Terms and Conditions.

Hyundai reserves the right to reduce or increase the list of the countries in which In-Car Payment is available.

2. PREREQUISITES FOR USING AN IN-CAR PAYMENT-ENABLED SERVICE

2.1. General prerequisites

In order for you to use In-Car Payment, you must have:

- A compatible vehicle;
- An active Hyundai Bluelink subscription;
- An active Hyundai Pay account;
- Successfully registered for In-Car Payment as described below (see 2.2).

2.2. Registering for In-Car Payment

Before using In-Car Payment, you must register for Bluelink service in the myHyundai App. Registration for In-Car Payment requires you to accept these current Terms of Use of In-Car Payment and those of at least one merchant (e.g. Parkopedia Ltd., a parking service provider), via the myHyundai App.

When submitting the registration form in the App by clicking “Confirm” in the In-Car Payment registration process, a contract is concluded (i) between you and Hyundai for the use of the In-Car Payment service, and (ii) between you and the respective merchant (e.g. Parkopedia Ltd.) for the use of the merchant's services (please see the respective merchant's terms of use for further details; in case of Parkopedia: <https://www.parkopedia.com/terms-and-conditions/>).

As part of the registration process (or later in the In-Car Payment settings), you can set a PIN, which then must be entered in the vehicle before completing a purchase to ensure that only you or authorised third parties with knowledge of the PIN can complete a purchase in your name. The PIN is disabled by default.

2.3. Linking a vehicle to In-Car Payment

Each vehicle for which you want to enable In-Car Payment must be linked to the In-Car Payment Service.

This is necessary since there may be more than one vehicle linked to your Bluelink account and you may wish to use In-Car Payment only with selected vehicles.

When linking a vehicle, you are requested to enter additional information that is necessary to use specific services; the license plate number and country of registration to allow the merchants (such as car park operators) to identify your vehicle and corresponding purchases (such as parking sessions).

2.4. Selecting a payment method from Hyundai Pay

To use In-Car Payment, you must select a payment method from your Hyundai Pay account which you want to use to pay for the goods and services purchased using In-Car Payment.

If you have not yet registered a payment method in Hyundai Pay, you will be guided through the registration process for Hyundai Pay and/or the process for adding a payment method to Hyundai Pay.

Please see the Hyundai Pay Terms of Use for further details.

2.5. Adding one or more merchants for use with In-Car Payment

Before making purchases at a specific merchant (such as paying for parking, road tolls, etc.), you must add the respective merchant to your In-Car Payment account.

The first merchant will be added when you register for In-Car Payment (see Section 2.2); you can add further merchants later on as they are made available.

In this process, you will be asked to agree to the respective merchant's terms of use and to acknowledge the merchant's privacy notice.

This is required because the actual goods and services you purchase will be provided under a direct contract between you and the merchant (see Section 3).

3. USE OF IN-CAR PAYMENT, RELATIONSHIP WITH MERCHANT, PAYMENT PROCESSING AND INVOICING

3.1. Roles of Hyundai and merchant

In-Car Payment only serves to facilitate the conclusion of the contract with the merchant and to make it easier for you to provide the payment information to the merchant.

The contract under which the goods and services are provided is concluded directly between you and the merchant, subject to the merchant's terms and conditions and data protection information for the respective goods and/or services.

The merchant is also responsible for (i) providing the purchased goods or services to you, (ii) providing you with an invoice for the goods or services you purchased and (iii) settling any payments due by charging the payment method provided by you through the payment information you selected in Hyundai Pay (see Section 2.4).

In order to add further merchants (as may be made available by Hyundai from time to time) such as Parkopedia to In-Car Payment, you must accept all the terms and policies provided to you by the merchant.

The applicable terms and conditions will be provided to you during the linking process (see Section 2.5).

3.2. Initiating a purchase using In-Car Payment

You will be notified in your vehicle's head unit when you can use an In-Car Payment-enabled service; for example, the on-board navigation system will display an option to use In-Car Payment to initiate a parking payment when you navigate to a car park for which a merchant cooperating with Hyundai offers parking payment via In-Car Payment.

The goods or services available to you will be displayed in order of closest distance to your current location. In the case of equal distance, these will be displayed in alphabetical order.

By clicking on the respective goods or service, you will be provided with further details on the goods and services offered, the purchasing options and payment conditions as well as any other information relevant to the purchase of the respective merchant's goods and services.

By selecting "Pay", you submit a binding offer to the merchant to conclude a purchase contract with that merchant.

The purchase contract will take effect when the merchant accepts your offer.

The information displayed in this process is provided by the respective merchant; please contact the respective merchant if you have any questions in this regard.

3.3. Payment for purchases initiated using In-Car Payment

Payment processing is the responsibility of the respective merchant and its payment service provider.

The payment is made through a merchant-initiated transaction.

This means that when using In-Car Payment, you (being the end customer and the person paying for the purchased goods/services) only communicate your intention to pay for the respective merchant's goods and/or services.

The actual payment transaction (and authorisation thereof) is handled by the merchant and its payment service provider.

To allow the merchant to complete the payment for the goods or services you ordered using In-Car Payment, we will provide the merchant with the information required to charge the payment method you have selected for use with Hyundai Pay (see Section 2.4).

This means that the merchant will be provided with the token of the payment method stored in Hyundai Pay (see Hyundai Pay Terms of Use for further details).

Each merchant is free to choose the payment services provider with which it wants to cooperate.

Hyundai has no contractual relationship with the respective payment service provider and is not involved in the payment process (except for providing the merchant with the payment token of the payment method you selected).

Depending on the payment method selected and the fraud protection systems of the merchant's payment service provider, you must confirm the payment.

This may, for example, require providing your payment card's CVV/CVC (Card Verification Value/Code) to the merchant's payment service provider or authorising the payment in the banking app on your mobile phone.

As Hyundai has no contractual relationship with the payment service provider, Hyundai cannot provide any support regarding the payments.

Please contact the respective merchant or your bank to resolve any issues or if you have questions regarding payment authorisation.

3.4. Invoicing

Invoices for the goods and services purchased through In-Car Payment will be issued directly by the respective merchant.

It is the merchant's responsibility to provide you with a proper invoice.

For your convenience, Hyundai may offer an overview of the transactions you carried out with a certain merchant in the myHyundai App.

4. COSTS OF USING IN-CAR PAYMENT

In-Car Payment is provided free of charge to you as a user.

Any fees due for the goods and services you purchase using In-Car Payment are determined by the respective merchant and are governed by that merchant's terms of use.

Please note that fees may be charged by your payment card's issuing bank for the provision and use of your payment card.

These are based on your usage agreement with the payment card's issuing bank.

5. YOUR OBLIGATIONS AS A USER; INDEMNIFICATION

5.1. You are not permitted to use In-Car Payment for any fraudulent, unlawful or abusive purposes, or in any way that is not described in these Terms of Use or in other materials provided by us to you, or in any way that interferes with our provision of In-Car Payment to you or to our other customers.

5.2. You agree that you shall not abuse, misuse or take any action or inaction that damages our business operations, services, reputation, employees or facilities.

In the event of your intentional or negligent misuse, abuse or damaging action or inaction by you, including the provision of illegal content, you agree to indemnify, defend and hold us harmless from and against any and all costs, expenses (including all court and legal fees in the statutory amount), losses, damages and other liabilities which arise from or are in connection with a claim or demand that any third party makes against us, arising in whole or in part from that use or misuse, or your actions or failure to act.

The claim for indemnification does not apply if the user is not responsible for the infringement.

5.3. No use of the payment function by third parties

You must not disclose your PIN to authorise the payment using In-Car Payment (see Section 2.2) or other In-Car Payment access credentials to any third parties, except for authorised representatives acting in your name who undertake not to disclose your access credentials to any unauthorised third parties.

You are responsible for protecting your Bluelink account, In-Car Payment and payment card details from unauthorised access by third parties by ensuring that no unauthorised third parties watch you enter your details when you use the payment function.

Hyundai is not responsible for any damage caused by third parties obtaining and possibly using your access credentials or payment card details through your negligence.

6. CONTENT MODERATION; MEASURES AGAINST ILLEGAL CONTENT AND MISUSE; INTERNAL COMPLAINT-HANDLING SYSTEM

6.1. Hyundai is not obliged to monitor or review its accuracy of the content provided by you or by the merchants or any other third party or to actively investigate circumstances indicating that any content infringes statutory law or any third-party rights or these Terms of Use ("illegal content").

However, Hyundai reserves the right to examine the content provided by you or any other third party voluntarily and on its own initiative and dutiful discretion, and to take other measures to identify and remove illegal content or to block access to illegal content or to take the necessary measures against you or the third party to comply with legal requirements.

Hyundai uses various procedures and tools to detect and moderate illegal content, amongst others automatic filter mechanisms and manual checks. Additionally, Hyundai provides a notice and action mechanism ("notice and action mechanism") to enable the reporting of presumed illegal content in accordance with Art. 16 of Regulation (EU) 2022/2065 ("Digital Services Act" or "DSA").

6.2. Hyundai is entitled to delete any third-party content in whole or in part or to delay or not publish such content if there are concrete indications that this constitutes illegal content.

In such a case, Hyundai may also temporarily suspend and/or permanently block you or any third party from using In-Car Payment.

When choosing the appropriate measure, Hyundai will take into account your legitimate interests and the legitimate interests of the respective third party, in particular whether you or the third party are at fault for the violation.

If Hyundai takes one of the aforementioned measures, (i) Hyundai will inform you or the third party of the measure and any legal remedies to which you or the third party may be entitled, stating the reasons in accordance with Art. 17 DSA, and (ii) you will have the opportunity to appeal Hyundai's decision within the framework of the internal complaint-handling system ("internal complaint-handling system") provided by Hyundai for a period of at least six months following the decision.

6.3. In the event that you or a third party frequently provide manifestly illegal content, Hyundai will suspend the provision of In-Car Payment to you or the third party for a reasonable period of time after prior warning in accordance with Art. 23 DSA.

The same applies in the event that you or a third party frequently submit notices via our notice and action mechanism or complaints via our internal complaint-handling system that are manifestly unfounded.

In making the decision on your or the third party's suspension and its duration, Hyundai will evaluate on a case-by-case basis, in a timely, diligent and objective manner, whether you or the third party are frequently providing manifestly illegal content or frequently submitting notices via our notice and action mechanism or complaints via our internal complaint-handling system that are manifestly unfounded.

Such circumstances include, at a minimum: (i) the absolute numbers of items of manifestly illegal content or manifestly unfounded notices or complaints, submitted within a given timeframe; (ii) the relative proportion thereof in relation to the total number of items of information provided or notices submitted within a given timeframe; (iii) the gravity of the misuses, including the nature of illegal content, and of its consequences; and (iv) your or the third party's intention, where it is possible to identify this.

7.CHANGES TO THESE CONDITIONS

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

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

In case of changes that have a significant negative impact on your access to or the usability of In-Car Payment, you will be informed with reasonable advance notice about the changes and the timing.

If you do not accept the amended Terms of Use, we reserve the right to terminate the agreement for the use of In-Car Payment from the time that the amended Terms of Use enter into effect or at any time thereafter.

8.TERM AND TERMINATION

8.1. Start of the agreement and term

The agreement for the use of In-Car Payment commences when you first register for In-Car Payment (see Section 2.2). The agreement ends automatically when your consent related to the use of Bluelink ends, unless terminated earlier in accordance with the provisions in this Section 8.

8.2. Termination

The agreement for the use of In-Car Payment may be terminated by you at any time and by Hyundai at any time with one month's notice to the end of a calendar quarter, provided that no active payment is pending.

Hyundai may also terminate the agreement if you do not accept an amendment to these Terms of Use as described in Section 7.

Good cause for termination by Hyundai exists in particular if you breach your user obligations as set out in Section 6.

9.LIABILITY

Hyundai's liability for damages, irrespective of the legal grounds (in particular in the case of delay, defects or other breaches of duty), is limited to the foreseeable damage typical for the contract.

The above limitation of liability does not apply to Hyundai's liability for wilful misconduct or gross negligence, for guaranteed characteristics, or for injury to life, body or health or under the Product Liability Act.

10.CUSTOMER SUPPORT, DATA PROTECTION INQUIRIES, COMPLAINTS

10.1. In case of questions or complaints, you may contact us at

10.2. Data protection inquiries

For contact details for data protection inquiries and information regarding the personal data collected and processed in connection with the Service, please refer to our In-Car Payment Privacy Notice, which you can download at <https://www.hyundai.com/eu/in-car-payment-privacy-notice.html>

10.3. Online dispute resolution

The European Commission provides a website for online dispute resolution, dedicated to helping consumers and traders resolve their disputes out of court, which is available at <http://ec.europa.eu/consumers/odr/>.

Hyundai does not and is not obliged to participate in alternative dispute resolution procedures before an alternative dispute resolution entity for consumers.

10.4. Out-of-court dispute settlement

If you are affected by Hyundai's decisions referred to in Section 6, you are entitled to select any out-of-court dispute settlement body that has been certified in accordance with Art. 21 DSA in order to resolve disputes relating to those decisions, including complaints that have not been resolved by means of the internal complaint-handling system referred to in Section 6.2.

Hyundai will engage in good faith with the selected certified out-of-court dispute settlement body to resolve the dispute. Hyundai may refuse to engage with such an out-of-court dispute settlement body if a dispute has already been resolved concerning the same information and the same grounds of alleged illegality or incompatibility of content.

The selected out-of-court dispute settlement body is not authorised to impose a binding dispute resolution on you or us.

11.MISCELLANEOUS

11.1. These Terms of Use form the entire agreement of the parties with respect to the subject matter of the use of In-Car Payment and supersede all prior agreements, whether written or oral, between the parties with respect to the subject matter.

These Terms of Use supplement the terms of use for Bluelink and for Hyundai Pay, and these Terms of Use prevail in cases of conflicts.

11.2. These Terms of Use are available in your local language. After accepting the Terms of Use, you can download them at <https://www.hyundai.com/eu/in-car-payment-terms-of-use.html>

11.3. Any deviating, conflicting or supplementing terms and conditions of the user only govern the use of In-Car Payment if explicitly accepted by us in writing.

11.4. Any amendments and additions to these Terms of Use as well as notifications necessary for their implementation must be made in text form (including email, fax or confirmation in the myHyundai App) to be effective.

This text form requirement can be overruled in text form only.

11.5. We are entitled to assign our rights and duties under these Terms of Use to another service provider either in full or in part by providing six weeks' notice to you.

In this case, however, you are entitled to terminate the agreement within one month after receipt of the written notification, effective at the time of the intended assignment of the agreement to the company which is taking over from Hyundai in the agreement.

We will expressly inform you of this right of termination in the written notification.

For the avoidance of doubt, this right is without prejudice to your right to terminate the agreement under the Terms of Use and thereby the right to use In-Car Payment as stipulated in Section 8.

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