

UVO
Privacy Policy
&
Terms & Conditions

UVO- PRIVACY POLICY

At KMI and its ("KMI", "we", "us" or "our"), we respect and recognise the importance of your privacy and security and appreciate that your personal information is very important. In order to provide you with a personalized experience of the mobile application UVO ('UVO') that delivers the information, resources and service that are most relevant and helpful to you, we may collect information during your use of UVO. In order to demonstrate our commitment to your privacy, we have prepared this Privacy Policy.

This Privacy Policy explains what information of yours is collected, sets out key information regarding our collection, use, process, disclosure and storage of your personal information, how and when we might use your information, how we protect your information, and of your ability to access and correct it. Please review the Privacy Policy carefully so that you understand our privacy practices.

1. What information does KIA gather /track and holds about you?

KMI collects from or about you or your personally identifiable information, vehicle information, demographic information or behavioural/usage information as detailed below (hereinafter collectively "Information") and retains the Information basis the circumstances in which the information is collected.

We may collect information about your contact details (including your name, address, email address, phone, mobile numbers and social media handles) and demographic information about your age, gender and occupation.

- We may require other information from you, such as a copy of your driver's license if you participate in a test drive or your financial information if you are seeking or obtain finance for the purchase of a KMI vehicle.
- We may collect information about your KMI vehicle, including its number plate and vehicle identification number (VIN).
- We may also collect answers you provide to questions we ask and other information relating to your dealings with KMI or KMI dealers.
- If you register/use UVO, we may also collect information (some of which may be personal information about you), including:
 - the number of trips and distances that you have driven;
 - the location of your vehicle, including historical locations;
 - Vehicle diagnostic information, such as tyre pressure, amount of fuel in the tank and engine information;
 - vehicle driving information, such as speed, braking and acceleration information; and
 - mobile phone information such as number, model, operating system and personal location data where you have activated location services on your mobile device.
- If you request or receive roadside assistance services, we may collect information about where (e.g., location) and when (viz., date, time) you requested roadside assistance services and the assistance service that is required.

- Upon your visit to/usage of UVO we may record your server IP address, domain name, the date and time of your visit and the pages viewed etc. This information may be collected using cookies. User preferences are stored in cookies, which track user trends and patterns of use, and allow UVO to interact more efficiently with you.
- In addition to the types of information identified above, KMI may collect personal information as otherwise permitted or required by applicable law.

2. What does KMI do with the information?

The purposes for which we collect, hold, use and disclose your information will depend on the circumstances for which we collect it. In general, we may use and disclose your information for the purposes for which we collect it and related purposes which you would reasonably expect and as otherwise authorised or required by applicable law. Specific purposes, for which we may collect, hold, use and disclose personal information include:

- to send you information or contact you when necessary.
- we collect your personal information so that we can do business together and for reasons related to our business operations, such as to ensure we deliver quality products and services to our customers and potential customers;
- To send you offers or invite you to events which we think could be of interest to you.
- we may contact you in your vehicle or email, or by telephone at the contact number provided by you, and, in some circumstances, by prerecorded message, even if doing so may result in additional telecommunications fees or charges to you, to discuss your account, offer unsolicited promotions, or to deliver services
- to provide you and our authorized KMI dealers with necessary support;
- to attend to or assist in the servicing or repair of your KMI vehicle, including the provision of roadside assistance services
- for product development, market research, and other marketing and promotional activities;
- to carry out our legal compliance obligations, such as to conduct a product safety recall where necessary;
- to provide you with notifications and information about your KMI Vehicle;
- to inform you of a field service action affecting your KMI Vehicle;
- to send you service reminders;
- to contact you directly or through our service providers and research agencies, to obtain your feedback and find out your level of satisfaction with our products, services and our authorized KMI dealers;

KMI records the basic information about your visits to UVO usage, for systems administration, statistical and troubleshooting purposes. We use your IP address to help diagnose problem with our server and to administer UVO.

To provide the service and for quality assurance and training purposes, the authorised third party service providers may monitor and record conversations between their respective service centers and you and your vehicle's occupants or others. You, on behalf of yourself, all occupants of your vehicle, and anyone engaged in a conversation with an authorised third party service providers about your vehicle or your UVO account, consent to monitoring, recording and sharing of call

recordings of all conversations between the authorised third party service providers and you or others and you release KMI and its Service Providers from and against any and all claims, liabilities, losses etc. arising out of such monitoring, recording or sharing/disclosure of conversations.

3. Consequences if you don't provide your information?

If we are unable to collect information we require, we may not be able to provide the services (some of which may be provided by authorised third party service providers) that you are looking for through UVO.

4. With whom does KMI share the information?

KMI does not sell or rent your information to any third parties. Generally, KMI as it deems appropriate, may disclose/share (and you authorize us to disclose) your information to third parties viz., affiliates, auditors, authorized dealers, third party, legal advisers and marketing partners etc. contracted to provide services on our behalf in connection with the services delivered under UVO. This may include:

- KMI and our authorized dealers share information about KMI customers, so we may disclose your information to our authorized dealers and vice versa.
- our employees, officers, contractors, service providers and agents (such as marketing agencies, market research providers, roadside assistance service providers, insurance providers, financiers, website and data hosting providers and other IT suppliers);
- our related and affiliated companies;
- Our authorized dealers and technology service providers in connection with the operation of the services under UVO.
- insurance providers in order for them to provide tailored insurance policies to you;
- Third parties that require the information for law enforcement or to prevent a serious threat to public safety; and as otherwise permitted or required by applicable law.

Statutory authorities including but not limited to law enforcement agency or other government officials as reasonably necessary to respond/comply with the statutory mandate including but not limited to court orders or other legal process

5. How KMI protects your information?

Your account information is password-protected and KMI has taken adequate security measures to secure access to your personal data. We also have physical, electronic, and procedural safeguards that comply with the laws prevalent in India to protect personal information about you and, accordingly, we take appropriate security measures to protect against unauthorized access, alteration, disclosure or destruction of your personal information stored on UVO to ensure the protection and preservation of your privacy.

The privacy and protection of your Information is vitally important to us. All information accumulated will be acquired, processed, and used according to the applicable regulations governing the protection of information for the sole purpose of delivering services under UVO and managing and maintaining KMI's own legitimate business interests. Any user statistics that we may provide to prospective advertisers or partners regarding your UVO usage are provided in the aggregate only and do not include any personally identifiable information about any

individual user. Despite our efforts to protect your personally identifiable information through security procedures commensurate with industry standards, we cannot ensure or warrant the security of any Information you transmit to us. You transmit all such information at your own risk. We exclude all liability (including in negligence) for the consequences of any unauthorised access to, disclosure of, misuse of or loss or corruption of your Information.

6. Third party websites

UVO may contain links to applications/websites owned or operated by KMI and/or third parties, including owned or operated by third party service providers affiliated with KMI. We take no responsibility for the privacy practices or content of other applications/websites, which are not under the control of KMI. Other applications/websites may contain their own privacy policies and their owners or operators are responsible for informing you about their security and privacy practices. We recommend that you thoroughly read the privacy policies of these third party applications/websites.

If you post information in UVO or to our social media channels, you acknowledge that such information may be publicly available. We recommend that you use your discretion in deciding what information you upload to such websites.

7. Acceptance of terms of the Privacy Policy by you

This Privacy Policy is applicable on you and occupants in your vehicle when you access and use UVO. You hereby expressly consent and authorise on behalf of yourself and occupants in your vehicle, KMI to collect, store, process, retain, disclose, record or transfer the information that voluntarily supplied herein and process and use it by KMI or its affiliates, associates, dealers, agencies, etc. to fulfil your requests for products, services, etc. and to contact you through outbound call by telephone/ mobile numbers or send SMS or email about offers, marketing and/or promotions, product related information, newsletter, market survey, poll, research, study, programs, enquiries about offerings, services, service reminders and other legitimate purposes. By using UVO, you signify your acceptance of the Privacy Policy. If you do not agree to this Privacy Policy and/or to our processing of your data/Information in the manner outlined in this Privacy Policy, please do not use UVO or submit any personal data to us.

8. Changes to the Privacy Policy

KMI reserves the right at any time at our discretion and without notice to change this Privacy Policy simply by posting such change on UVO. Continued usage of UVO following changes to these terms will mean that you accept these changes. Please check our Privacy Policy regularly for updates.

9. Access & Correction

You have the choice to opt-in/opt-out of sending an embedded telecommunication or collecting and sending your Information including vehicle's diagnostic, location and trip log information or not to use UVO.

You may seek access to your Information and we will provide you with access as provided under UVO. We may require that you provide suitable identification for security purposes before allowing you to access your Information. Access to your Information may be refused in certain circumstances, such as where the Information relates to anticipated legal proceedings or the request for access is frivolous or vexatious. We rely on accuracy of information as provided to us both directly (from you) and indirectly. Therefore, it is very important that the information we hold about you is accurate, complete and up to date. If you become aware that any information which we hold about you is incorrect, incomplete, misleading, irrelevant or not up to date, please contact us at 1800 108 5000 to correct or update your information.

10. Retention of Information

Unless specified otherwise in this Privacy Policy, we will retain your Information as permitted or required by applicable law. In some cases, even after cancellation of the user account, Your information may be retained for the purpose of legal and regulatory compliances, resolving disputes, concluding activities related to account cancellation, enforcing our agreements, Privacy Policy or for any other reason which may be deemed necessary. However, your Information will get anonymized upon cancellation of user account except for the abovementioned purposes.

11. Indemnification

You agree and undertake to indemnify and hold harmless Company, from and against any and all suit, dispute, actions, damages, costs and expenses, if any, of whatsoever nature, arising out of or in any way connected with this Privacy Policy, Information and/or your use or access to UVO.

You expressly understand that under no circumstances, including, but not limited to, negligence, shall we be liable to you or any other person or entity for any direct, indirect, incidental, special, or consequential damages, including, but not limited to damages for loss of profits, goodwill, use, data or other intangible losses, resulting from circumstances, including but not limited to: (i) unauthorized access to or alteration of Information; (ii) any unauthorized access to or use of our secure servers and/or any and all Information stored therein.

You represent that you have accessed UVO and have provided Information on your own initiative and are responsible for compliance with all applicable laws including, but not limited to, any applicable local laws.

11. This Privacy Policy is governed by the laws of India and the appropriate courts at Delhi shall have exclusive jurisdiction.

12. Grievances

If You have any grievances, please inform us, by writing an email at kiacare@Kiamotorsindia.in or contact below address.

Kia Motors India Pvt. Ltd.

NH-44, SY.No.151-2, Erramanchi, Penukonda Mandal,
Anantapur, Andhra Pradesh- 515164

TERMS OF USE OF UVO SERVICES

Welcome to KMI UVO Services. Thank you for choosing the UVO Application. These Terms of Use are the agreement between KIA Motors India Private Limited and the User regarding the use of UVO Application to access the interactive features and digital services, some of which may be provided by third parties and may utilize data collected from you or your Vehicle.

Please read the terms of use set out herein with respect to the usage of UVO through your digital device (Device).

If you download, activate, register, receive, use, accept or otherwise access UVO, you confirm that you have read, understood and accept and agree to these Terms of Use and are legally bound by these Terms of Use, UVO's Privacy Policy and all other terms and conditions that govern KMI's website and UVO, as may be amended from time to time (collectively, the "**Terms and Conditions**") and they will continue to apply every time you use/access UVO. Your acceptance of the Terms and Conditions implies that you have the capacity to enter into a legally binding contract as per applicable law, in particular, the Indian Contract Act, 1872. If you do not accept any of the Terms & Conditions stated herein do not activate or use UVO.

You may also enrol through In-vehicle (AVN System) mode, to get select services that do not require Device or UVO.

Terms & Conditions:

In these Terms and Conditions, the following terms shall have the meaning given below:

- i) "Application" or "UVO" shall mean the KMI UVO Application including any update, upgrade and enhancement, which connects the Vehicle via the UVO System.
- ii) "you" and "your" shall be deemed to refer to any person or entity who is competent to enter within the meaning of Indian Contract Act, 1872 and has purchased or leased a Vehicle equipped with, or uses as a driver or occupant (e.g., additional drivers, passengers) of your Vehicle, UVO and/or has activated UVO pursuant to Section 2 of these Terms & Conditions. Persons who are "incompetent to contract" within the meaning of the Indian Contract Act, 1872 including minors, un-discharged insolvents etc. are not eligible to use UVO System and the Application.

- iii) "We," "us," "our" "KIA", shall be deemed to refer to KIA Motors India Pvt. Ltd. and its affiliates, successors and assigns;
- iv) "Wireless Carrier" shall be deemed to refer to Vodafone Idea India Ltd., and their affiliates, successors providing wireless communication network to you.
- v) "Service Provider(s)" shall be deemed to refer to those third parties including any person, company, or entity which provides any service, equipment, or facilities in connection with UVO or the UVO System, including, but not limited to, Wireless Carrier, public safety answering points, emergency responders and others (such as police, fire and ambulance), towing companies, auto makers, distributors and dealers.
- vi) "UVO System" shall mean KMI UVO System, an embedded telematics device paired with an in-built SIM along with Hardware & Software installed in Vehicle sold by KMI.
- vii) "Customer Care Center" and their affiliates, successors and assigns shall mean the agency which connects you or your Vehicle to the Service Providers.

1. SERVICE REQUIREMENTS AND SERVICE PROVIDERS. Your KMI vehicle, ("**Vehicle**") must come with a UVO system (available in select models of Vehicles as purchased by you), which is used to provide interactive features and digital services through UVO, to you and your Vehicle. Additionally, you must have an active subscription as mentioned in Section 2 below, to utilize interactive features and digital services, provided to you by KMI directly or through its Service Providers. KMI or its Service Providers in turn may interact with and/or engage one or more sub-contractors as necessary to provide the Service. In addition, Customer Care Centre may receive and respond to your requests for Service through an automated operator or through specially trained personnel. The Customer Care Centre will use reasonable efforts to contact appropriate Service Providers for help when you ask for it or when the UVO System in your Vehicle signals for it, but it is agreed by you that such assistance by the Service Providers may not be guaranteed in a time bound manner and may vary subject to network connectivity and signal strength. We will assume an emergency exists if the Customer Care center receives a crash notification signal from your Vehicle.

2. UVO ACTIVATION/DURATION, SUBSCRIPTION AND CANCELLATION

A. ACTIVATION. UVO will be activated when you complete registration and electronically consent through the Application or when you (or another user or occupant of your Vehicle) use the Application or accept any of its benefits (including using a vehicle with an active UVO System).

B. Duration. You will use/receive interactive features and digital services through UVO initially free for a period of 3 years from the date of purchase of new Vehicle.

C. Subscription Fees and Billing. Subscription fee and payment schedule for continued use of UVO, after the initial free period of 3 years, will be communicated to you through your Application or by SMS.

D. You're Cancellation Rights. You can cancel your UVO at any time. To cancel your UVO, you will need to call Customer Care Centre and provide proof of ownership in order to cancel UVO.

You promise to: (i) notify us promptly, as set out below, if you sell your Vehicle, or its lease ends, so that we can update our systems and reset the Vehicle's UVO System, or it is destroyed by casualty and (ii) notify the purchaser, that UVO has been active and that the new owner should immediately enroll for UVO System from the Application to set up and complete the new owner's own profile.

E. Our Cancellation and Suspension Rights. We may cancel your UVO subscription without cause, in which case we will give you notice 30 days prior to the effective date of cancellation after which your account will be deactivated and your UVO subscription/account will terminate. You agree that we can decide to cease providing the services under the Application to you at any time and for any reason, even for reasons unrelated to you or your account with us. Also, we may cancel your UVO subscription/account without prior notice to you for any cause. You agree that we can terminate your UVO subscription/account immediately if you breach Terms & Conditions herein, do not pay Subscription Fee as per the payment Schedule stated above that are due, interfere with our efforts to provide UVO, interfere with our business, or if your UVO subscription/account or wireless phone number is used for illegal or improper purposes. You agree that you do not have any right to have UVO subscription/account reactivated, even if you cure any of these problems. We hereby reserve our right to allow you to re-activate the account and the said decision shall be final and binding on you. In the event we cancel your UVO subscription/account for a cause, we shall not be liable to refund any amounts paid towards the Subscription Fee. We reserve our right to suspend your UVO subscription/account for network or system maintenance or improvement, or if there is network congestion, or if we suspect your UVO subscription/account is being used for any purpose that would allow us to cancel it.

3. TRANSFERRING, REACTIVATING OR CHANGING YOUR UVO SUBSCRIPTION/ACCOUNT. Unless we agree otherwise, you cannot transfer your UVO subscription/account to another Vehicle or another person. You may activate, cancel, change or reactivate your UVO subscription/account as provided herein, however, we will only accept such requests from you or an additional authorized user of legal age listed on your account (or from someone we believe is your authorized agent).

4. CHANGES TO THE TERMS & CONDITIONS. We may change these Terms and Conditions at any time without any prior notice in writing or otherwise to you, by posting changes on the Application. You may review these terms regularly to ensure that you are aware of any changes made by us. The continued use of Application by you, after changes are posted shall amount to deemed acceptance and you shall continue to be legally bound by these terms as updated and/or amended. In the case of any violation of these Terms and Conditions or any additional terms posted on Application, we reserve the right to seek all remedies available by law and in equity for such violations.

5. SPECIAL INFORMATION ABOUT UVO AND SYSTEM LIMITATIONS

A. Availability. UVO is only available in the geographic coverage area of Wireless Carrier, as amended from time to time. Even in the geographic coverage area, the availability of UVO can be interrupted either due to network problem of the Wireless Carrier or other Force Majeure events detailed in Clause G mentioned below. UVO works using the wireless communication networks of Wireless Carrier and the Global Positioning System ("GPS") satellite network. Not all interactive features/digital services are available through the Application everywhere, if your Device does not support, particularly in remote or enclosed areas, or on all vehicles, at all times. The area that you are driving in may affect the type or quality of service under UVO that we can provide to you, including, but not limited to, routing service. Additionally, some UVO interactive features/digital services may not be fully available if the GPS system is not working. Certain

programming limitations of the GPS system may impair our ability to determine your vehicle's precise location. We may suspend, withdraw, discontinue or change all or any part of the Application without notice. We will not be liable to you if for any reason the Application or its content is unavailable at any time and/or for any period.

B. Technology and Communications. UVO can work if you are in a place where the Wireless Carrier has coverage, network capacity, and reception and technology that is compatible with UVO. Features of UVO that involves location information about your Vehicle cannot work unless GPS satellite signals are unobstructed, available in that place and compatible with the UVO System as well.

C. Vehicle and Equipment. UVO is provided using UVO System installed in your Vehicle which receives GPS signals and communicates with the Customer Care Center via wireless and landline communications networks. The UVO System is not intended to place or receive personal calls and may only place calls to our Service Providers. Your Vehicle has to have a working electrical system (including adequate battery power) for the UVO System to operate. You may need to increase the volume of your radio to hear operator services from the UVO System. UVO may not work if your UVO System is not properly installed or you have not maintained it and your Vehicle is not in good working order and in compliance with all government regulations. If you tamper with or try to add or modify any equipment or software in your Vehicle including the UVO System, UVO may not work and we can terminate your UVO. Your UVO System needs to be compatible with the Application and the wireless service and technology provided by us. If your Vehicle does not have an ignition cycle after 168 hours (i.e. 7 days), certain UVO Services may not be available until the Vehicle is started.

D. Geography and Environment. There are other problems we cannot control that may prevent us from providing service to you at any particular time or place, or that may impair the quality of UVO. Some examples are hills, tall buildings, tunnels, weather, damage to important parts of your Vehicle in an accident, or wireless network congestion.

E. Maps and Navigation. The routing and map data that the Application provides is only to assist you in identifying the direction/location and is based on the most current map information made available by the Service Provider and it may be inaccurate or incomplete. For example, routing data may not include information about one-way roads, turn restrictions, construction projects, seasonal roads, detours or new roads. It may suggest using a road that is now closed for construction or a turn that is prohibited by signs at the intersection. In addition, traffic, weather and other events may cause road conditions to differ from the results generated. Therefore, you should always use good judgment. And it is your responsibility to obey traffic and roadway laws and instructions and evaluate whether it is safe and legal based on current traffic, weather and other conditions to follow the directions provided by the UVO System and UVO. Other than as expressly set forth herein, neither KMI nor its Service Provider make any specific promises about the routing data provided hereunder (i.e., we do not make any commitments about the content within the routing data, or its reliability, availability, or ability to meet your needs – the routing and map data is provided “as is”). You acknowledge and agree to be bound by Service Provider's terms of use.

F. Available Information. UVO may be limited to geographic areas where routing and map data and emergency contact information is available in our databases, which may be less than that which is otherwise generally available. Additionally, UVO may be limited based on the information provided by Service Providers.

G. Force Majeure. In addition to the limitations contained in Clause- 5 above as to the availability of UVO, you agree that performance of Application or services and/or functionality of the UVO

System or availability of UVO shall at all times subject to Force Majeure events, such as act of god, war, insurrection, riots, natural disaster, weather, fire, strike, atmospheric/geographical hindrances, equipment or facility shortage, government actions/ regulations, terrorism, civil disturbances, equipment failures including Global positioning system, wireless networks, Internet, computer, telecommunication, cyber-attack and other events which are beyond the control of KMI or Service Providers or Wireless Carrier. In the event of occurrence of any Force Majeure events, the obligations of KMI or Service Providers or Wireless Carrier as mentioned in this Terms and Conditions shall automatically remain suspended and accordingly KMI or Service Providers or Wireless Carrier shall not be responsible or liable, if any loss or damage is caused due to failure or delay or interruptions in providing the UVO services or in performing of its obligations, consequent to such Force Majeure events.

6. SOFTWARE, HARDWARE AND EQUIPMENT

A. Software Updates. Application involves pre-installed software that may need to change, upgrade or enhance from time to time. You expressly agree to automatic updates, upgrades and enhancements to this software without prior notice to you. These update, upgrade and enhancement may be required to correct the software, to protect or improve the security of the software or to add or improve features of the software or the operating system. If you wish to withdraw your consent to the automatic updates, upgrades and enhancements, please cancel your subscription to UVO and stop using the Application. In case of any query or grievance, You can contact us by phone: 1800 108 5000 or email: kiacare@Kiamotorsindia.in

B. IMPORTANT INFORMATION: Changes, upgrade and enhancement to the Application may affect or erase data if any stored in your Vehicle's UVO System. We are not responsible for loss of any such data. You do not own or acquire any rights to use or modify the Application/software. Your Vehicle's UVO System may also include software that may need to be changed from time to time. You agree to allow this to be done remotely without your consent. All copyrights in and to the UVO System and Application and related software, including any update, upgrade & enhancement are owned by KMI and/or its licensors, who reserve all their rights in law and equity.

C. Telecommunications/GPS Changes. The UVO System uses digital wireless telecommunications technology and GPS technology that are outside our control. Telecommunications technologies have been known to change over time, resulting in the obsolescence of certain telecommunications networks. If the telecommunications technology or GPS technology used in your UVO System change in a way that results in incompatibility of those technologies with your UVO System, then your UVO System will not work and we may be forced to cancel your UVO subscription/account. If that happens, we will notify you of the effective date of cancellation of UVO. In the event of such cancellation of UVO subscription/account, we shall not be liable to refund any amounts paid towards the Subscription Fee and payment Schedule.

D. Wireless Carrier. You do not have any right in the wireless phone number assigned to your UVO System. The Wireless Carrier may change the number at any time. As a condition to providing wireless service, the Wireless Carrier requires that you agree to the following terms. You agree that you have no contractual relationship whatsoever with the Wireless Carrier and that you are not third-party beneficiaries under any agreement between KMI or any Service Provider and/or any Wireless Carrier. In addition, you agree that the Wireless Carrier has no legal, equitable, or other liability of any kind to you.

7. SPECIAL INFORMATION AND AGREEMENTS ABOUT CERTAIN UVO SERVICES

A. Remote Horn & Lights. It is your responsibility prior to activating Remote Horn and Lights to ensure that doing so will not violate any regulation, ordinance or other law applicable to the location of your Vehicle at the time of activation.

B. Remote Start. It is your responsibility prior to activating Remote Start to ensure that your Vehicle is parked and in the proper gear, under conditions that make it safe to start the engine, as well as to ensure that starting your Vehicle remotely will not violate any rules, regulations or other law applicable to the location of your Vehicle at time of activation. In order to drive the Vehicle, the key must be present. Remote Start may not be available in all vehicles such as those with manual transmission.

C. Diagnostic Information. Your Vehicle may only send diagnostic trouble codes to UVO that result in a dashboard warning light. In some instances, multiple codes may be generated for the same occurrence. The current diagnostic status of your Vehicle presented online and in your monthly vehicle report may be delayed. You should visit a qualified repair facility for a complete and current diagnostic status of your Vehicle. UVO is authorized to maintain and send diagnostic information to KMI dealers. This UVO is provided to you as a courtesy for your convenience only and you are responsible for maintaining the Vehicle in accordance with the schedule published in the owner's manual.

D. Application: The Application permits you to purchase or receive/use digital content or services. Use of the Application may require Internet access (fees may apply). You agree that meeting these requirements, which may change from time to time, is your responsibility. You understand that the Application communicates information to KMI as described in Section 9. KMI reserves the right to change content options (including eligibility for particular features) without notice.

E. Services provided by SoundHound, Inc and its affiliates ('SoundHound'): These terms and conditions are additionally applicable to voice recognition and content delivery services made available as local distributed software and a cloud-based offering by SoundHound ('Voice Services')

- (i) When you interact with the Voice Services, you hereby grant SoundHound an irrevocable, non-exclusive, transferable, royalty-free, sub licensable, worldwide license to use, modify, reproduce, publicly display, publicly perform, distribute, store, collect, copy, transmit, transfer, process, and make derivative works of audio recordings of your voice and text interactions with the Voice Service ("Recordings") only for SoundHound Business Purposes;
- (ii) You consent to the collection, processing, storage, and use by SoundHound and its service providers, expressly including Recordings, and the transfer of such Recordings to and between SoundHound and its affiliates and service providers (which may be in the United States or in other countries), in each case for SoundHound's business purposes, including for the purposes of (i) providing the Voice Services, (ii) to improving, optimizing, troubleshooting, and creating bug fixes for the Voice Services, and/or (iii) to providing or facilitating new products, services or technologies (collectively, "SoundHound Business Purposes");
- (iii) You agree and acknowledge that SoundHound may retain archival or server copies of the Recordings and there is no guarantee that SoundHound will delete or de-identify copies of your Recordings;
- (iv) You may incur data usage charges in varying amounts, based on variable factors which include the number of interactions with the Voice Services;

- (v) The Voice Services are not intended for persons under the age of majority for whom the permitted uses herein would violate local privacy laws. By using SoundHound Technology, you represent that you are permitted to use the Voice Services in your jurisdiction. If a parent or guardian becomes aware of such use, he or she should contact SoundHound at privacy@soundhound.com. SoundHound will delete such information within a reasonable period of time;
- (vi) SoundHound technology is not designed or intended for use in any manner where a performance failure could cause injury or death to persons; the technology is not suitable for emergency use; and it may rely on components that may not comply with applicable law on provision of emergency services;
- (vii) SoundHound reserves all rights to the Voice Services. You may not use the Voice Services other than for submitting Recordings (misuse includes to copy, reproduce, distribute, or otherwise misuse the Voice Services, interfere with security-related features or any operation of the Voice Services, perform any fraudulent activity, or assist any other person in any of the foregoing).
- (viii) Sections related to warranty disclaimers, and limitations on liability per the provisions contained in this Terms and Conditions shall also apply with respect to SoundHound.

8. YOUR RESPONSIBILITIES

A. Working System/Registration. The UVO System in your Vehicle may be active before you buy Vehicle or press the UVO button to begin using the service. In that case, we may provide you service after you buy Vehicle, unless you inform Customer Care Center that you want to cancel the service. Any transaction with anyone but us that you carry out using service, and any use that you make of any information received from or through any service, is entirely your responsibility. You act at your own risk.

B. Passwords/PINs. You are fully responsible for the protection of your password/PINs. Anyone who has access to your password or PINs may be able to access the Application Features and Account, and Application and we have no responsibility for nor obligation to inquire about the authority of anyone using your password/PINs or other information that can be used to identify your account to request service for your Vehicle.

C. Proper Use of the Services. You are responsible for ensuring safety and compliance with all rules, regulations and other laws applicable to your Vehicle. You promise to use emergency and roadside services only for actual emergencies and roadside assistance needs. You promise not to use the service for any fraudulent, unlawful, or abusive purpose, or in any way that is not described in materials provided by us to you or that interferes with our provision of services to you or to our other customers. You promise you will not abuse or do anything to damage our business operations, services, reputation, employees or facilities. If you do any of these things, you agree to indemnify, defend and hold us harmless from and against any and all costs, expenses (including legal fees), losses, damages and other liabilities which arise from or in connection with a claim or demand that any third party makes against us, which results in whole or in part from that use or misuse, or your actions or failure to act.

D. Safeguarding and Use of Others' Information. Certain information you receive through UVO belongs to us or third parties who provide it through us. It may be covered by one or more copyrights, trademarks, service marks, patents, trade secrets or other legal protections. You promise not to use any content you receive through UVO except as expressly authorized by us. You cannot license, lease, sell, resell, have licensed, have leased, have sold or resold, or

otherwise transfer or convey any of it or use it for commercial purposes. You agree that you will not copy, store, reproduce, distribute, modify, display, publish, perform, transmit, broadcast, or create derivative works from any of it. Certain Service Providers impose further terms and conditions on providing services (for example, the end user terms covering navigation and location data). By using UVO, you also agree to be bound by those additional terms and conditions. If you contravene any of the aforesaid restrictions in usage of intellectual property rights of us or third parties, your right to use UVO will cease immediately. This is without prejudice to our or third parties right to claim compensation for the acts of infringement committed by you and accordingly you will be liable to compensate us or third parties for such infringement.

E. Other Users/Occupants of Your Vehicle. You are solely responsible for any use of UVO System and Application in your Vehicle, even if you are not the one using it, and even if you later claim the use was not authorized. You are also solely responsible for the Services requested by you, or by anyone using or occupying your Vehicle, through UVO. You promise to educate and inform all users and occupants of your Vehicle about UVO, system features and limitations and KMI's use of such user's and occupants' information as permitted by these Terms and Conditions. We have no obligation to inquire about the authority of anyone using your Vehicle. If you, such other driver or occupant of your Vehicle uses UVO or UVO System to commit a crime or for improper purpose or disputes collection and use of information by KMI or its Service Providers as permitted by these Terms and Conditions, you shall indemnify, defend and hold KMI and its Service Providers harmless from and against any and all costs, expenses (including legal fees), losses, damages and other liabilities which arise from such crime, improper use or disputes.

9. NO WARRANTIES. Your Vehicle's limited warranty does not cover UVO, UVO System or the wireless service, which is provided to you on an "as is" and "where is" basis, without any warranty of any kind, express or implied. In addition, KMI cannot promise uninterrupted or problem-free Service/Application, and cannot promise that the data or information provided to you will be error-free. The Service or performance of Application may be delayed, unavailable, not delivered and/or inaccurate from time to time due to a variety of factors, including technical reasons, for planned or unplanned maintenance or downtime, for editorial amendments or for any other reason. All data and information on Application and UVO System is provided to you on an "as is" basis. KMI hereby expressly disclaims any and all warranties or conditions of any kind, express or implied, about the UVO System, Application, the service and any data and information and services provided through it, including, without limitation, any warranties or conditions as to content, quality, accuracy, timeliness, completeness, correctness, reliability, non-infringement, merchantability, or fitness for a particular purpose. All such warranties or conditions are expressly excluded by this agreement. KMI does not warrant, endorse, guarantee, or assume responsibility for any service/content of any third-party providers of products or services in the Application or UVO system and KMI will not be a party to or in any way be responsible for monitoring any transaction between you and third-party providers of products or services.

10. LIMITATIONS OF LIABILITY.

A. You acknowledge that the service, UVO System and the Application utilize complex computer/Hardware and telecommunications networks and that, as such, continued, uninterrupted and error free access to the Service, UVO System and/or the Application cannot be guaranteed. In the light of the foregoing, KMI or any Service Providers or their officers, directors, employees, representatives, successors and assigns shall not be liable in any way for any loss or damage, direct or indirect, which may arise, from any outage, interruption, discontinuation or delay in the service or the Application or any part thereof or any error contained therein, or from any other non-performance, defective performance or late performance due to any cause

whatsoever, including errors due to malfunction of equipment, programs or operations or negligence of KMI or any Service Providers.

B. Further, in no event KMI and/or Service Providers be liable for any indirect, special, punitive, exemplary or consequential losses or damages of whatsoever kind arising out of your use or inability to use or access or inability to access to the service or Application or corruption/loss of data, failure to transmit or receive any data or your inability to use the Application/information on the Application, including loss of profit or the like whether or not in the contemplation of the parties, whether based on breach of contract, tort (including negligence) or otherwise. KMI is not liable to you for any damage or alteration to your equipment including but not limited to handheld device or mobile phone as a result of the installation or use of the Application. Service Providers shall be responsible only for the direct damages arising out of the Application.

C. Neither we nor Service Provider is liable to you for service interruptions, dropped calls or for problems caused by or contributed to by you, any third party, buildings, hills, tunnels, network congestion, weather, or any other things beyond our control.

D. If another Wireless Carrier is involved in any problem (for example, because of roaming), you also agree to any limitations of liability that it imposes on its customers.

E. You agree that KMI is not liable for any errors, defects, problems, or mistakes in data or information transmitted through the UVO System.

F. You agree that the limitations of liability and indemnities in these Terms and Conditions will survive even after termination of UVO. These limitations of liability apply not only to you, but to anyone using your Vehicle, to anyone making a claim on your behalf, and to any claims made by your family, employees, customers, or others arising out of or relating to your use of UVO or the UVO System.

11. YOUR INSURANCE OBLIGATIONS. UVO is intended as a convenience. The payments if any you make for UVO are over and above the value of your Vehicle or any property in it, or the cost of any injury to or damages suffered by you or anyone else as a result of the operation of your Vehicle. You shall obtain and maintain appropriate insurance covering personal injury, loss of property, and other risks as per applicable law. For yourself and for anyone else claiming under you, you hereby release and discharge KMI from and against all hazards covered by your insurance. No Insurance Company or Insurer will have any right of subrogation against KMI.

12. Your responsibility for any Third Parties' Claims. You will indemnify, defend and hold KMI harmless from any and all loss, costs, expenses, damages (including legal fees), or injuries (including injuries resulting in death) that we may incur or suffer as a result of or arising out of or in connection with (1) activities contemplated by these Terms and Conditions, even if due to the sole negligence of KMI or any of the Service Providers; (2) Use or possession of data or information provided in connection with service and/or UVO System and/or Application; (3) claims for libel, slander, or any property damage, personal injury or death, arising out of or related in any way directly or indirectly with service and/or UVO System and/or Application; or (4) use, misuse or failure to use, or inability to use Application and/or UVO System and/or Service.

13. RESOLVING DISPUTES.

KMI

A. Governing Law & Jurisdiction. The interpretation of these terms and conditions shall be constructed in accordance with the laws of India. Any disputes arising under or in connection

with the use of UVO System, Application or service or the Terms and Conditions shall be subject to the exclusive jurisdiction of the appropriate Courts in Delhi, India.

B. Time Limits. Except where otherwise provided by law, you are not allowed to bring any claim against KMI (or any other third party beneficiary) more than two year from the date of cause of action.

14. GENERAL.

A. Communicating with Each Other. Any written notice from you to us will be considered given when we receive it at our address provided in the introduction of these Terms and Conditions. Any written Notice from us to you will be considered given when we send it by email to any email address you've provided to us, or two days after we mail it to you at the most current billing address we have on file for you. Any oral notices will be considered given when we call you or when you call us at 1800 108 5000. To know the KMI UVO Privacy Policy the current version of these Terms and Conditions, and other information, you can also visit our Website at www.kia.com/in/uvo.

B. Others. You agree that all of the occupants of your Vehicle, whether passengers, guests or drivers, are bound by these Terms and Conditions and you will make them aware of our rights and subject to the limitations of these Terms and Conditions.

C. Our Relationship. These Terms and Conditions do not create any fiduciary relationships between you and us. It also does not create any relationship of principal and agent, partnership, or employer and employee.

D. Assignment. You shall not transfer, assign, sublicense nor pledge in any manner whatsoever, any of your rights or obligations under these Terms and Conditions. KMI may transfer, assign sublicense or pledge in any manner whatsoever, any of its rights and obligations under these Terms and Conditions to a subsidiary, affiliate or to any third party whatsoever, without notifying you or receiving your consent.

E. Final Provisions. These Terms and Conditions and any other KMI UVO documents incorporated herein by reference) is the entire agreement between you and us. It supersedes all other agreements or representations, oral or written, between us, past or present in respect of UVO. In the event of a conflict between any provision contained in these Terms and Conditions and any provision of any other KMI UVO document incorporated herein, the provision contained in these Terms and Conditions shall take precedence only to extent of such variation, and no additional or different terms shall be binding on either of us unless agreed to in writing. These Terms and Conditions will not be presumptively construed for or against either party. Section titles contained herein are for convenience only. If any part of these Terms and Conditions is considered invalid or unenforceable under any applicable law, the rest of it will remain enforceable. Even after the UVO Service has ended, these Terms and Conditions will govern any disputes arising out of or relating to it. It will also be binding on your heirs and successors and on our successors and assigns. No waiver of any part of these Terms and Conditions, or of any breach of it, in any one instance will require us to waive any other instance or breach. In some circumstances we might decide to provide you service voluntarily even if you would not otherwise qualify. This will not be deemed a waiver or require us to do so again. You agree we will not be liable for anything resulting from our provision of such service.