

Kia Australia Pty Ltd

Terms of Use – Kia Connect Services

Last updated: December 2025

1 Who we are

- 1.1 We are Kia Australia Pty Ltd. Our registered address is located at Locked bag 2207, North Ryde, BC NSW 1670. We are your contractual partner regarding the Kia Connect Account. We are responsible for information received from your Kia Connect connected vehicle.
- 1.2 For some processing activities described here, our parent company, Hyundai Motor Company (Korea), takes primary responsibility. Where this is the case, Hyundai Motor Company (Korea) will work with us to ensure your personal information and your rights in relation to it are protected.
- 1.3 When we use the terms “**we**”, “**us**”, “**our**” and “**Kia**”, unless we make clear otherwise, we are referring to Kia Australia Pty Ltd and Hyundai Motor Company (Korea).
- 1.4 If you have questions, then please call us on 131KIA(131542) or contact us by email support@kiaconnect.com.au. You can also submit an enquiry by visiting <https://www.kia.com/au/owners/kiaconnect>.

2 Terms and conditions for use of Kia Connect services

- 2.1 The terms and conditions that will apply whenever you use Kia Connect services are:
 - a) these Terms of Use; and
 - b) if you register (or have registered) for a Kia Connect Account, the Terms of your Kia Connect Account;collectively referred to as “**Kia Connect Terms and Conditions**”. In the event of a conflict or inconsistency between or among the above, the order of precedence will be in the order as they are set out above.
- 2.2 You may use the Kia Connect services after you have activated Kia Connect and for a period of seven (7) years beginning from the date of first registration of the new vehicle (“**Complimentary Period**”).
- 2.3 At the end of the Complimentary Period, we will notify you of the terms of your subscription (including fees and payment options) for your continued use of the Kia Connect services. If you notify us that you do not wish to continue to use the Kia Connect services at the end of your Complimentary Period, we have the right to turn off your Kia Connect Device.
- 2.4 If you sell your vehicle and the Complimentary Period has not expired when the vehicle is sold, the new owner of the vehicle is entitled to receive the Kia Connect services free of charge for the remainder of the Complimentary Period. [See paragraph 9 for information on what to do when you sell your vehicle.]

3 Introduction to Kia Connect services

- 3.1 Kia Connect services allow you to connect with your vehicle because your vehicle is fitted with a modem containing a SIM. The modem and SIM (together, the **Kia Connect Device**) is embedded in the vehicle and just like other parts of a vehicle, is fitted at the factory.
- 3.2 There are two ways you can activate Kia Connect services:

- a) via the vehicle infotainment system; or
- b) by downloading the Kia Connect app, creating a Kia Connect Account and linking it to your vehicle (much like what you do when you pair your smartphone to your vehicle).

For information on how to activate Kia Connect and find out more about the Kia Connect services available to you, visit <https://www.kia.com/au/owners/kiaconnect>.

- 3.3 To access the full range of Kia Connect services (including remote services) you need to activate Kia Connect by downloading the Kia Connect app, create a Kia Connect Account and link it to your vehicle.
- 3.4 The Kia Connect services are linked to your specific vehicle and therefore cannot be received in or transferred to another vehicle.
- 3.5 The Kia Connect services are not a primary safety or security feature of a Kia vehicle. As such, the Kia Connect services may not operate in all circumstances.
- 3.6 Not all Kia Connect services may be available for use with your specific vehicle – this may depend on your Kia vehicle model as well as the version of the software of the app and the infotainment system. Find out more about Kia Connect services by visiting <https://www.kia.com/au/owners/kiaconnect>.

4 Information about the telecommunications carrier

- 4.1 For vehicles fitted with a Kia Connect Device, Kia Connect services are only available in Australia and only in geographic areas covered by the telecommunications carrier selected by us (“**Carrier**”). Kia Connect services may include features that rely on the location services provided by your mobile device or using the wireless communication networks of the Carrier and the Global Positioning System (“GPS”) satellite network. Not all the Kia Connect services are available everywhere, particularly in remote or enclosed areas, or on all vehicles, at all times. The operation of the location services may be affected by issues outside our control, including your location, your activation or deactivation of location services on your mobile device, and services provided by your telecommunications service provider. The area that you are driving in may affect the type or quality of service that we can provide to you. Additionally, some Kia Connect services may not be fully available if the GPS system or other mobile device features are not working. Certain programming limitations of the GPS system may impair our ability to determine your vehicle’s precise location.
- 4.2 You do not have any right in the wireless phone number assigned to your Kia Connect Device. We can change the number at any time. You agree that you have no contractual relationship whatsoever with the Carrier in regard to the provision of Kia Connect services. You also agree that the Carrier has no legal, equitable, or other liability of any kind to you.
- 4.3 Note, the Kia Connect Device fitted to your vehicle, will only work with 4G/LTE telecommunications networks. Where 4G/LTE is not available, 3G connectivity may be possible subject to the availability of, and compatibility of, the infotainment system with such networks. If a suitable network is not available, the Kia Connect services will not be available and all data transmission via the Kia Connect Device will cease.

5 Third party service providers

- 5.1 Kia Connect services are provided to you by Kia and its appointed service providers. Those service providers include any entity that provides any service, equipment, or facilities in connection with the Kia Connect services or the Kia Connect Device, including, but not limited to, wireless service providers, underlying wireless carriers, suppliers, emergency responders, Kia authorised dealers, location and navigation software providers and are referred to as “**Service Provider(s)**”. We may interact with and/or engage one or more Service Providers as necessary to provide the Kia Connect services. We will use reasonable efforts to contact appropriate Service Providers including police, fire brigade or ambulance services for help

when you ask for it or when the Kia Connect Device in your vehicle signals for it, but we cannot promise prompt responses from the Service Providers.

6 Benefits accessed via Kia Connect services

- 6.1 Occasionally we may make benefits or offers available to you if you have a valid Kia Connect subscription. Any benefits or offers you decide to accept, will be governed by the terms and conditions of benefit or offer we notify to you at the time as well as the third-party provider's terms and conditions. We are not responsible for the provision of goods or services by a third-party provider.

7 Over-the-air (OTA) updates

- 7.1 Vehicle may be equipped to perform Over-the-Air (OTA) software updates to map and vehicle systems. OTA updates may also be used for the purpose of completing software updates as part of a voluntary recall by Kia.
- 7.2 The provision of OTA services involves software and firmware in your vehicle that we may need to change from time to time. You will be notified if your vehicle requires an OTA update via the infotainment screen or the Kia Connect app.
- 7.3 OTA updates may only be performed on genuine Kia parts and software. Any modification of the hardware or software by you or any third party of the vehicle may inhibit the ability to successfully complete the update. Should you have any third-party software on the vehicle, the OTA update may overwrite the software installed or could prevent the OTA update from being completed successfully. OTA updates may cause some settings to reset to default settings and may affect or erase data you have stored on the infotainment system in your vehicle or in the Kia Connect app.
- 7.4 We are not responsible for any lost data as a result of an OTA update. You do not own the Kia Connect software, firmware or the Kia Connect App or acquire any rights to use or modify the Kia Connect software or firmware on your own.
- 7.5 Any updates to the Kia Connect software or firmware will be provided subject to the Kia Connect Terms and Conditions.
- 7.6 To provide you with an OTA update, we may collect and process data from your vehicle such as Vehicle Identification Number, versions of the vehicle's modem and other technical specifications associated with it.
- 7.7 OTA Electronic Control Unit (ECU) software updates will only occur if all the following preconditions are met:
- a) ignition is off
 - b) headlights are off
 - c) vehicle is in park and parking brake engaged
 - d) bonnet is closed
 - e) the vehicle has sufficient battery charge to perform the update (this will be determined automatically)
- 7.8 The update will download in the background and the install will only commence after you consent and initiate the OTA update via the infotainment screen. While the OTA update is being performed, the vehicle will not be able to be driven and the update cannot be cancelled.
- 7.9 Before commencing an OTA update customers **MUST** ensure:
- a) You have enough time for the update, and safely park the vehicle before starting the update process
 - b) That all persons are outside the vehicle during the update

- c) To not open the bonnet, replace the battery, or connect diagnostic tools to the vehicle during the update. Doing so may cause the update to fail
- 7.10 Before commencing an OTA update customers **MUST** be aware:
- a) You cannot use the vehicle during the update
 - b) You cannot start the vehicle remotely during the update
 - c) Vehicle charging is not available during the update
 - d) If fitted and there is an update for the Kia Digital Key feature, the doors cannot be locked or unlocked using the digital key, fingerprint recognition, or face recognition. If the Kia Digital Key feature is being updated, you will still be able to use the smart key to lock or unlock the doors
 - e) Once the update has started, you cannot cancel the update
 - f) That some high voltage systems may be active for charging the 12V auxiliary battery during the update
- 7.11 Registered users of Kia Connected Car Services will receive a notification of the update after the installation is completed
- 7.12 If the OTA update fails for any reason, you can refer to the Kia Australia website to troubleshoot the issue or contact your local dealership.
- 7.13 Users enrolled in Kia Connect Services can enjoy complimentary OTA updates from the vehicle's warranty start date for a 7-year period. The warranty period does not restart on transfer of vehicle ownership.

8 Privacy and data protection

- 8.1 For information on how we collect, use and disclose personal information in connection with the provision of the Kia Connect services, please refer to our 'Privacy Collection Notice – Kia Connect', the terms of which can be found at <https://www.kia.com/au/util/privacy.html>
- 8.2 We may share personal information we collect in connection with Kia Connect services with Service Providers for purposes of providing the Kia Connect services. All Service Providers or third parties are contractually obligated to keep your information confidential if it is identifiable to you and use such information only as we specify.
- 8.3 To provide our navigation and location services to you within Kia Connect, we may collect information about the search terms you use, your location information (including your longitude and latitude coordinates at a given time) and the distance to your destination when you use Kia Connect. We may share that information on an aggregated, anonymised basis with Google Asia Pacific Pte.Ltd ("Google") who may use it in accordance with its privacy policy, which can be found here: <https://policies.google.com/privacy?hl=en&gl=au>.
- 8.4 You are responsible for ensuring anyone you share your vehicle with is aware that the Kia Connect services are activated and that data (in particular location/GPS data) will be collected and processed as described in the 'Privacy Collection Notice – Kia Connect'.
- 8.5 If you register (or have registered) for a Kia Connect Account which is linked to your vehicle, you will be able to view all information collected when Kia Connect services have been utilised (including the vehicle's location and information about the vehicle), irrespective of the driver, user or occupant, when you access your Kia Connect Account.
- 8.6 If you share your Kia Connect services or if more than one Kia Connect Account is connected to the vehicle, you will have access to the vehicle's location; services which allow the vehicle to be remotely started, locked and unlocked; and services which show information about the vehicle's status (for example, its fuel level).
- 8.7 You acknowledge that the internet is an inherently insecure communication medium, and your use of Kia Connect is at your own risk. You must take your own precautions to ensure that

the processes which you employ for accessing Kia Connect do not expose you to the risk of viruses, malicious computer code, or other forms of interference which may damage your Kia Connect connected vehicle, Kia Connect Device and/or mobile device.

- 8.8 If you create a Kia Connect Account, you must keep all usernames, passwords and other security-based information secure and private at all times. If your username, password or other security-based information is lost or stolen, you must notify Kia in writing and take reasonable steps we advise you to take to mitigate the adverse impact of the lost or stolen security-based information at the earliest possible opportunity.
- 8.9 Subject to applicable laws, you agree that we have no responsibility for any use, misuse, loss, corruption, interception, or delay of information or data uploaded, downloaded, hosted, or otherwise communicated via Kia Connect.

9 User Obligations

- 9.1 You are solely responsible for:

- a) any use of the Kia Connect services in your vehicle, even if you are not the one using it;
- b) the costs of any emergency services requested by you, or by anyone using your vehicle including as a result of an automatic collision notification or when you press the SOS button;
- c) providing contact information for use by the emergency assistance centre when using the Kia Connect services including in the event of an automatic collision notification or when you press the SOS button;
- d) ensuring your passengers or drivers of your vehicle are aware of the data collection, use, sharing and retention terms of the 'Privacy Collection Notice – Kia Connect' as well as the Kia Connect Terms and Conditions;
- e) ensuring that your vehicle is secured, parked and in proper gear, under conditions that make it safe to activate any of the remote features of the Kia Connect services, including ensuring that starting your vehicle remotely will not breach any law or regulation applicable to the location of your vehicle at the time of activation;
- f) if you sell your vehicle, completing the following steps to deactivate Kia Connect services:
 - i. Deactivate Kia Connect via the infotainment system; or
 - ii. Delete(deactivate) the vehicle from the vehicle list via Kia Connect app(need to log-in through the primary account)Alternatively, you can visit <https://www.kia.com/au/owners/kiaconnect> for more information or notify us by calling 131KIA(131542) and we will help to deactivate your Kia Connect Services;
- g) notifying any new owner of the vehicle about the following matters: (i) the vehicle contains a Kia Connect Device and is subject to these Terms of Use; (ii) that the owner should either visit <https://www.kia.com/au/owners/kiaconnect/services-terms-of-use.html> and <https://www.kia.com/au/owners/kiaconnect/account-terms-of-use.html> or contact Kia on 131KIA(131542) to ensure that the Kia Connect services for the vehicle are activated; and (iii) the remaining term of the Complimentary Period (if any);

- 9.2 Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your vehicle.
- 9.3 If you or a driver of your vehicle uses the Kia Connect Services or Kia Connect Device to commit a crime or for another improper purpose, you will indemnify us for any loss arising as a result of such use, and you will be responsible for any fines, loss or damages owed by us as a result of such use.
- 9.4 When you use the Kia Connect services, you agree to:

- a) not to use the SOS button except for when you require Roadside Assistance. The SOS button should not be used to contact emergency services, however, can be used in the event you are unable to dial '000' yourself; and
- b) not to use your Kia Connect services for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of Kia Connect services to our other customers.

9.5 You acknowledge that some Kia Connect services will only work if your vehicle has a working electrical system, including adequate battery power for the Kia Connect Device to operate.

9.6 The use of Kia Connect services requires a password. You must choose a password that is sufficiently secure to prevent unauthorised access. We may specify the requirements for a secure password. You are responsible for keeping your password secret. If you suspect that an unauthorised third party knows your password, please immediately change the password. If you suspect that an unauthorised third party had access to our services with your Kia Connect Account, please immediately contact us at 131KIA (131542).

10 Intellectual Property Rights

10.1 The content of the Kia Connect services is protected by applicable copyright or other intellectual property law with all rights reserved. All rights in the Kia Connect 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 of which we are one.)

10.2 Nothing in the Kia Connect Terms and Conditions shall be construed as granting a licence or right to:

- a) 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 Kia Connect services or Kia Connect Account and will enforce such rights to the full extent of applicable copyright and trademark law;
- b) rent, lease, sub-license, loan, provide, or otherwise make available, Kia Connect services in any form, in whole or in part to any person without prior written consent from us;
- c) copy the Kia Connect services, except as part of the normal use of the Kia Connect services or where it is necessary for the purpose of back-up or operational security;
- d) translate, merge, adapt, vary, alter or modify the whole or any part of the Kia Connect services nor permit Kia Connect services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use Kia Connect services on devices as permitted in the Kia Connect Terms and Conditions;
- e) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of Kia Connect services.

11 No warranties and liability

11.1 We cannot promise uninterrupted or problem-free services when you use Kia Connect services or your Kia Connect Account and cannot promise that the data or information provided to you will be complete, current or error-free. All data and information is provided to you on an "as-is" basis. To the maximum extent permitted by law, we expressly disclaim any and all warranties of any kind, express or implied, about the Kia Connect services and any data and information and services provided through it, including, without limitation, any warranties as to content, quality, accuracy, timeliness, completeness, correctness, reliability, non-infringement, merchantability, or fitness for a particular purpose, and all such warranties

are expressly excluded by these Terms. Where a warranty cannot be excluded by law, if we breach such a warranty in respect of the delivery of any service under the Kia Connect Terms and Conditions, we reserve the right (to the extent permitted by law) to remedy the breach by providing the service again or paying for it to be provided again.

- 11.2 Our maximum aggregate liability to you arising in any way whatsoever in relation to the Kia Connect Terms and Conditions and the Kia Connect services (whether for breach of contract, personal injury, negligence, products liability or any other way, and whether the liability is direct, indirect or consequential) is limited to the greater of (i) \$500; or (ii) the total amount paid by you for the portion of the Kia Connect service giving rise to the claim during the 12 months preceding the date your claim arose. You agree that we would not have agreed to provide Kia Connect services to you if you did not agree to this limitation. This amount is the sole and exclusive liability of us to you.
- 11.3 We have no liability for any indirect, consequential, incidental losses or special damages and you agree not to make, and to waive to the fullest extent allowed by law, any claim for damages other than direct, actual, compensatory damages as limited under the Kia Connect Terms and Conditions.
- 11.4 Kia Connect 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 the Kia Connect services. Although we make reasonable efforts to update the information provided by the Kia Connect services, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 11.5 Kia Connect services have not been developed to meet your individual requirements. Please check that the facilities and functions of Kia Connect services meet your requirements.
- 11.6 The Kia Connect services are not a primary safety or security feature and may not operate in all circumstances. The Kia Connect services are intended to be used only in accordance with these Kia Connect Terms and Conditions.

12 Miscellaneous

- 12.1 We may modify these Terms of Use by giving you notice or by asking you to read and accept a new version. We may give you notice by posting a new version of the Terms of Use at <https://www.kia.com/au/owners/kiaconnect/account-terms-of-use.html> and <https://www.kia.com/au/owners/kiaconnect/services-terms-of-use.html>.
- 12.2 We may assign or transfer our rights and obligations under these Terms of Use to another organisation, but this will not affect your rights or our obligations under these Terms of Use.
- 12.3 These Terms of Use are governed by the laws of New South Wales, Australia. You and we submit to the exclusive jurisdiction of its courts and courts of appeal from them. You and we will not object to the exercise of jurisdiction of those courts on any basis.