

Hyundai Bluelink Europe

Terms of Use – Bluelink

Version: 20.05.2021

1. Introduction

- 1.1. In order to use our Hyundai Bluelink Europe services ("**Bluelink**" or "**Services**"), please read the following Hyundai Bluelink Europe terms ("**Terms**" or "**Terms of Use**"). These Terms will apply whenever you use the Services within the Bluelink app and inside the vehicle infotainment system. You can find the latest version of these Terms whenever you like in the menu of the Bluelink app and in the menu of the infotainment system (this is the head unit of your vehicle).
- 1.2. We are Meridian Enterprises Ltd. Our registered address is located at Pater House, Psaila Street, Birkirkara. Malta, we are your contractual partner regarding the provision of the Services.
- 1.3. If you have questions then please call us at +356 2269 2100

2. Use of Services

2.1. General Preconditions

- 2.1.1. You must be 18 or over to accept these Terms.
- 2.1.2. You can only use the Services with Hyundai vehicles, which are equipped with the specific hardware for Bluelink, in particular a modem with preinstalled SIM card and a specific antenna.
- 2.1.3. Our contract regarding the provision of the Services based on these Terms must be distinguished from your contract for the purchase (or lease) of your Hyundai vehicle. The two are legally separate contracts, which do not in principle affect each other.
- 2.1.4. The Services are linked to your specific vehicle and therefore cannot be received in or transferred to another vehicle.
- 2.1.5. You can deactivate and reactivate the Services at any time through your Infotainment system.
- 2.1.6. You can only use our remote app services if the application receives live information from the vehicle. This is only possible if the ignition of the vehicle has not been switched off for longer than seven days (or four days depending on the software version installed on your infotainment system).
- 2.1.7. Not all Services may be available for use with your specific vehicle – this may depend on your Hyundai vehicle model as well as on the version of the software of the app and the Infotainment system.

2.1.8. We will not charge you for your use of the Services during the term of our contract (see Section 10 below on when our contract based on these Terms terminates).

2.2. Bluelink App

2.2.1. To use the Services, you do the following:

- a) Activate Bluelink on your vehicle;
- b) Download the application “**Hyundai Bluelink Europe**” in the Google PlayStore or Apple App Store;
- c) Select your country of residence;
- d) Accept the separate terms of use which apply to the Bluelink account;
- e) Read the 'Privacy Notice – Bluelink Account';
- f) Create your own Bluelink account in the Bluelink app by signing in with your email address, a password which you have chosen for your Bluelink account, your name and your birthday;
- g) Insert your phone number and verify your number with a 6-digit verification code which we will send to your phone number via SMS;
- h) Create a 4-digit pin for your own Bluelink account;
- i) Add a Hyundai vehicle;
- j) Accept these Terms;
- k) Read the 'Privacy Notice – Bluelink'; and
- l) Enter your Vehicle Identification Number (VIN) and verify your VIN by entering an activation code, which we will send to your vehicle's infotainment system.

2.2.2. If you have forgotten your email address or password for logging into your Bluelink account, then you can click on “*Forget your email or password?*” link in the Bluelink app.

3. **Bluelink Service List: App**

3.1. Remote Services

3.1.1. **Push notifications**

Once enabled, Bluelink push notifications will provide you with the following information:

- Burglar alarm
- Door open
- Window open
- High voltage battery discharge alarm
- Engine idling alarm
- Rear seat alert

3.1.2. **Remote lock and unlock**

Forgot to lock your car? Do not worry: Bluelink will let you know by sending a push notification to your smartphone. Then, after entering your PIN, you can lock or unlock your vehicle using a button in the Bluelink app from all over the world.

3.1.3. **Remote charging (EV & PHEV vehicles only)**

Remote charging allows you to remotely start or stop your charging. To use remote charging just activate 'Auto-charge' inside your Hyundai EV or PHEV vehicle. Remote stop charging is possible during any charging sessions.

3.1.4. **Scheduled charging (EV & PHEV vehicles only)**

This convenience feature allows you to set up a charging schedule tailored to your needs. On top of this, you can set up a target temperature for the beginning of your next trip.

3.1.5. **Remote climate control (EV vehicles only)**

This EV-specific feature allows you to precondition your car whenever you want. Just set up a target temperature and start remote climate control. For your convenience, you can also activate the rear window, the steering wheel as well as the seat heating.

3.1.6. **Find my car**

Forgot where you parked? Just open the Bluelink app and the map will guide you there.

3.1.7. **Send to car**

The Bluelink app allows you to search for destinations while you are on your sofa. Bluelink then syncs with your navigation system, loading the route so that it is ready to go when you are. Simply get in and press go.

3.1.8. **My car POI**

My car POI is synchronises the stored POIs (points of interest) like 'Home' or 'Work address' between the infotainment system and your Bluelink app.

3.1.9. **Last mile navigation**

You might have to park your car somewhere before you reach your actual destination. If you are within 200m up to 3km, you can hand over the navigation from your car to the Bluelink app. With augmented reality or Google Maps, your smartphone will then guide you exactly to where you want to go.

3.1.10. **Valet parking mode**

The valet parking mode protects your private infotainment information when you give your car keys to another person. Once the service is activated on your infotainment system, the driver can see only the valet mode screen. Rear camera and e-Call will still work.

The valet parking mode also provides the following information in your Bluelink app:

- Drive start and end
- Driving distance
- Driving time
- Top speed

You can disable the valet parking mode using your password in your infotainment system or your Bluelink app.

3.2. Vehicle Status Information via Bluelink

3.2.1. **Vehicle report**

The vehicle report provides information about the usage of your Hyundai vehicle. You can also check the status of the most important control units like airbag, brakes, tyre pressure etc.

3.2.2. **Status update**

The status update informs you about the vehicle status. Depending on your vehicle you can get information about:

- Distance to empty
- Fuel level
- Engine on/off
- Door lock status
- Air condition on/off
- Tailgate open/close
- Bonnet open/close status
- Window open/close
- Sunroof open/close
- 12 V battery status
- High voltage battery status (EV & PHEV vehicles only)
- Battery charging status (EV & PHEV vehicles only)

3.2.3. **My trips**

My trips provides information about your vehicle usage per day or per month. You can check for each trip your time driven, mileage, average speed and your top speed.

3.3. Car Sharing

3.3.1. **Share my car**

You can share the Services with one or more other users through the “Share Car” function in the Bluelink app. If you use the “Share Car” function you will share the Services and data related to your Hyundai vehicle which you registered in the Bluelink app. To use the shared Services the other user has to take the steps described in Section 2.2.1 above. You can at

any time stop sharing the Services by removing any other user under the settings “Manage to share car”. We will then delete all shared data on the other user's Bluelink app.

3.3.2. **Request to share car**

You can request other Bluelink users to share the Services and data related to their Hyundai vehicle in the Bluelink app through the “Request to Share Car” function in the Bluelink app.

4. **Bluelink Service List: Infotainment System**

4.1. Hyundai Live

Hyundai Live allows you to access the following functions through the vehicle's infotainment system:

4.1.1. **Live traffic**

Bluelink uses real-time traffic information to provide you with the best routes according to prevailing conditions. This allows for faster routes and more precise arrival times.

4.1.2. **Live parking**

Live parking helps you find a parking spot for more efficient and stress-free parking. The parking information features compare parking options in garages, parking lots and on the street. Live parking provides information about free vacancies based on colours (green, yellow, red) as well as price information where applicable.

4.1.3. **Live filling stations**

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

4.1.4. **Live EV POI (EV & PHEV vehicles only)**

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

4.1.5. **Weather**

This feature provides weather information for the next five days.

4.1.6. **Hyundai service**

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

4.1.7. **Live POI & Live free text search**

With Bluelink we are offering a very powerful Online Live POI and address search for various POI (point of interest) categories. Simply enter text like “burger” and the navigation system will show burger restaurants in your surrounding area.

4.1.8. **Camera/danger zone alerts (only if legally permissible in your country)**

This feature sends alerts in areas where accidents are particularly common and warns you about “danger zones”, speed cameras and traffic light flashes.

4.2. Online Voice Recognition

You can use spoken language to access and control the infotainment system and to draft and send text messages. Online voice recognition operates in our Bluelink cloud environment. Your voice samples and GPS coordinates will be processed to perform and improve the voice recognition service.

Online voice recognition is currently available in the following languages: English, German, French, Italian, Spanish and Dutch.

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

4.3. Vehicle Diagnostics

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

4.4. Connected Routing

Connected routing means that the route from your current position to your destination is calculated by a powerful server inside the Bluelink cloud environment, and not just by the infotainment system itself. Why is that better? Because it allows for more accurate traffic forecasting, more precise times of arrival, and more reliable route recalculations.

4.5. Bluelink User Profile

The Bluelink user profile allows you to save various vehicle settings in your Bluelink cloud and apply them to different vehicles. To set up your user profile, follow the instructions in your infotainment system and link your profile with your Bluelink account. You can set up two profiles per vehicle plus one guest profile.

You can use this feature where two or more drivers use the same vehicle but prefer different settings for sound, language or map view.

Here is a list of various items that can be stored for driver/user profile:

- Profile picture
- Phone connection
- Bluetooth settings

- Date and time settings
- General settings
- Sound settings
- Display settings
- Voice recognition settings
- Radio settings
- Vehicle settings
- Navigation settings

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

4.6. Notification Centre

Through the notification centre we can send you information about your vehicle. We will use this service only for important information. The information will appear as a pop-up in your infotainment system. You can deactivate receipt of certain types of information in the settings or directly when receiving a pop-up.

4.7. Calendar

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

5. **Intellectual Property Rights**

- 5.1. The content of the Services is protected by applicable copyright or other intellectual property law with all rights reserved. All rights in the Services, in particular the underlying software, the content and arrangement, are owned by or licensed to Hyundai Motor Group. ("**Hyundai Motor Group**" refers to Hyundai Motor Company and its affiliated companies.)
- 5.2. Nothing in these Terms of Use shall be construed as granting a licence or right to:
 - 5.2.1. use any image, trade mark, service mark or logo, all of which are the property of Hyundai Motor Group. Hyundai Motor Group reserves all rights with respect to its proprietary information or material in connection with the Services and will enforce such rights to the full extent of applicable copyright and trade mark law.
 - 5.2.2. rent, lease, sub-license, loan, provide, or otherwise make available Hyundai Bluelink or the Services in any form, in whole or in part to any person without prior written consent from us;
 - 5.2.3. copy the Hyundai Bluelink or Services, except as part of the normal use of the Hyundai Bluelink or where it is necessary for the purpose of back-up or operational security;

- 5.2.4. translate, merge, adapt, vary, alter or modify the whole or any part of the Hyundai Bluelink or Services nor permit Hyundai Bluelink or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use Hyundai Bluelink and the Services on devices as permitted in these Terms of Use;
- 5.2.5. disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of Hyundai Bluelink or the Services nor attempt to do any such things, except to the extent that (by virtue of sections 50B and 296A of the Copyright, Designs and Patents Act 1988) such actions cannot be prohibited because they are necessary to decompile Hyundai Bluelink to obtain the information necessary to create an independent program that can be operated with the Hyundai Bluelink or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
 - 5.2.5.1. is not disclosed or communicated without our prior written consent to any third party to whom it is not necessary to disclose or communicate it in order to achieve the Permitted Objective;
 - 5.2.5.2. is not used to create any software that is substantially similar in its expression to Hyundai Bluelink;
 - 5.2.5.3. is kept secure; and
 - 5.2.5.4. is used only for the Permitted Objective.

6. User Obligations

- 6.1. You may only use the Services if you follow these Terms.
- 6.2. In particular, make sure that you will:
 - a) comply with applicable laws and regulations and respect the rights of third parties when using the Services;
 - b) not use the Services for unlawful purposes or facilitate that third parties use the Services for unlawful purposes;
 - c) not wilfully disrupt the Services by any means;
 - d) not use the SIM card built into the vehicle's infotainment system used for the provision of the Services: (i) for the transmission of voice (including VOIP); (ii) to access a publicly addressable destination (i.e. public IP address) including through the use of a proxy, gateway or routing; (iii) in any way that attempts to penetrate security measures whether or not the intrusion results in the corruption or loss of data; (iv) in any way that uses the Services or software related to internet relay chat, peer to peer file sharing, bit torrent, or proxy server network; (v) in a way that involves spamming, the sending of bulk unsolicited emails or commercial messages or maintaining an open SMTP relay; or (vi) in any way that causes the network to be impaired; and

- e) not publish any results of any benchmark or performance tests of the built-in SIM card, the network, the Services, or component thereof to any third parties.
- 6.3. You will have to bear any costs caused by a misuse of the Services which is the result of your breach of the aforementioned obligations.
- 6.4. If you sell your vehicle or otherwise provide it to a third party on a permanent basis, make sure that you deactivate Bluelink in the on-board menu. Please note that by deactivating Bluelink in the on-board menu, your driving data will no longer be visible in the Bluelink app and your vehicle is disconnected from the Bluelink app. However, your account data in the Bluelink app will not be deleted.

7. Network Availability

- 7.1. We provide the Services via a built-in vehicle SIM card. Therefore, the availability of our Services:
 - a) is territorially limited to the reception and transmission range of the radio stations operated by the respective mobile network operator and can be affected by atmospheric, topographic conditions, the position of the vehicle and obstacles such as buildings; and
 - b) depends on the functionality and operational readiness of the required mobile network of the built-in SIM card.
- 7.2. 4G/LTE connectivity (provided by an external service provider) will only be available on compatible devices (i.e. the infotainment system) which support the particular 4G/LTE frequency of the specific roaming network. Where 4G/LTE is not available, 2G or 3G connectivity will be provided subject to the availability of, and compatibility of, the infotainment system with such networks.

8. Service Uptime

- 8.1. We may temporarily or permanently deactivate access to the Services in whole or in part for technical or security reasons or other important reasons, such as improving performance, enhancing functionality, reflecting changes to the operating system or addressing security issues.
- 8.2. The Services may be temporarily disrupted or restricted due to force majeure or for other reasons beyond our control. This may be the case, for example, if the data connections provided by mobile network operators are unavailable or if short-term capacity bottlenecks arise from peak loads on the Services, on wireless and fixed networks, and on the Internet.
- 8.3. We may temporarily disrupt or restrict the Services to carry out technical or other measures (for example repairs, maintenance, software updates, and extensions) on our systems or the

systems of downstream or upstream providers, content providers or mobile network operators, where such measures are necessary for the proper or improved performance of the Services.

9. Data Protection

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

9.2. Please inform any other driver of the vehicle or potential user of the Services that the Services are activated and that data (in particular location/GPS data) will be collected and processed as described in the 'Privacy Notice – Bluelink Application'.

10. Term

10.1. You can use the Services as soon as you have completed the steps described in Section 2.2 above.

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

- a) when you return your vehicle to the seller in the case that the purchase (or leasing) agreement for your vehicle has been rescinded or revoked;
- b) when you or we deactivate your Bluelink account in accordance with the terms applicable to the Bluelink account; or
- c) depending on your vehicle model
 - i. after expiry of 3 years or
 - ii. after expiry of 5 yearsfrom the date of vehicle registration. For further details, please refer to the Hyundai Bluelink menu.

10.3. We may temporarily block your use of the Services or terminate our contract by permanently blocking your use of the Services if you materially breach these Terms.

11. Changes

We may change these Terms or the Services from time to time. In the case of material changes, we will notify you of the intended changes reasonably in advance. If you do not tell us otherwise in writing (for example by sending a letter or email) within two weeks after our notification, we will assume that you accept the changes (we will remind you of this when we inform you about the intended changes). If you do tell us that you don't accept the changes, we may terminate our contract based on these Terms with effect from the date on which the changes should have applied.

12. Miscellaneous

- 12.1. These Terms (as well as any given data protection declaration) form the contract between you and us regarding the Services and reflect our entire agreement with respect to the Services (but please note, as mentioned in Section 2.2 above, separate terms of use apply to the Bluelink account). Any declarations or notifications you or we make under our contract – for example, to change the terms of our contract, or to terminate our contract – will only be effective if made in text form (for example by sending a letter or email). Oral statements or agreements are not sufficient.
- 12.2. We will only accept other or additional terms if we have explicitly accepted them in writing.
- 12.3. We may assign our rights and obligations under our contract with you either in full or in part to a third party. We will notify you of the intended assignment at least four weeks in advance. If you do not agree with the assignment, you can terminate your contract with us at any time (we will remind you of this when we inform you about the intended assignment).
- 12.4. This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 12.5. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.6. Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.

13. Customer Service / Complaints

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

Meridian Enterprises Ltd
Pater House,

Psaila Street,
Birkirkara.

- 13.2. Alternative dispute resolution is a process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. The European Commission provides a platform for alternative dispute resolution. You can access the platform via <http://ec.europa.eu/consumers/odr/>. Hyundai is not obligated to and does not participate in

alternative dispute resolution procedures before an alternative dispute resolution entity for consumers.

14. Liability

- 14.1. We will not be liable to you for the accuracy and timeliness of the data and information transmitted via the Services.
- 14.2. We will not be liable to you for the consequences of disruption, interruptions and functional impairments of the Services.
- 14.3. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms of Use, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms of Use, both we and you knew it might happen.
- 14.4. We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors or for fraud or fraudulent misrepresentation.
- 14.5. **When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.
- 14.6. **We are not liable for business losses.** Hyundai Bluelink is for private use. If you use Hyundai Bluelink for any commercial, business or resale purpose, we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 14.7. Hyundai Bluelink and the Services are provided for general information. They do not offer advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of information obtained from the Hyundai Bluelink or the Services. Although we make reasonable efforts to update the information provided by Hyundai Bluelink and the Service, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.

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