

# Hyundai Bluelink Europe

## Terms of Use

Effective from 30th Nov. 2022.

If you do not accept the changes in the Terms of Use, please deactivate the Bluelink service in the infotainment system before the effective date.

### 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 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 or contact us by email at [bluelink@hyundai-europe.com](mailto:bluelink@hyundai-europe.com).

### 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 software version 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 Play Store or Apple App Store;
- c) Log in with your Hyundai Account;
- d) Allow Bluelink to access to your personal data from your Hyundai Account (phone number, user profile, email address);
- e) Enter your phone number and verify your number with a 6-digit verification code, which we will send to your phone number via SMS;
- f) Create a 4-digit pin for your own Bluelink service;
- g) Add a Hyundai vehicle;
- h) Accept the Bluelink Terms of Use;
- i) Read the Privacy Notice; and
- j) In your infotainment system, select [Bluelink] - [Bluelink settings] - [Modem information] and scan the QR code with your mobile phone. Alternatively you can also enter your Vehicle Identification Number (VIN) manually. Verify your VIN by entering an activation code, which we will send to your vehicle’s infotainment system.

2.2.2. The contract between you and us regarding the Services is concluded when you are granted access to the Services either in the app upon successful activation and adding the vehicle, or upon activation of the Services in the menu of the infotainment system (the head unit of your vehicle). Some Services are only available in the app (see Section 3 below). You are provided with setting options in the subscription process with which you can correct any input errors. The contract is concluded in English. We will provide you with these Terms via email after you have successfully added your vehicle in the app. The latest version of these Terms will also be available to you at any time within the app (“More”->“Legal texts” in the app menu) and in the menu of the infotainment system (“Settings”->“Bluelink”->“Terms of Use” on the head unit of your vehicle).

2.2.3. If you do not yet have a Hyundai Account, please create a new account by doing the following:

- a) Open the Bluelink app and click “Create Account”.
- b) Enter your email, first name, last name, country of residence and desired password.
- c) Accept the Terms of Use that apply for the Hyundai Account.
- d) Select “Register”.
- e) Verify your email address by entering a 4-digit verification code that was sent to your email.

2.2.4. If you have forgotten your email address or password for logging into your Hyundai Account, then you can click on the *“Forgot 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. The specifications may vary depending on the country or vehicle model:

- Burglar alarm
- Door open / boot open / bonnet open / charging door open / window open
- High-voltage battery discharge alarm
- Rear seat alert / hazard lights alert / sidelights alert / engine idling alert
- Climate control status / charging status / door locked and unlocked / software update status

#### 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 from all over the world using a button in the Bluelink app.

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

Remote charging allows you to remotely start or stop your charging. To use remote charging, simply activate “Auto-charge” inside your Hyundai EV or PHEV. Charging sessions can be stopped remotely using the Bluelink app. When using charging stations, sessions should be stopped directly at the charging station.

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

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

#### 3.1.5. **EV POI (EV & PHEV only)**

This feature helps you to find the closest and best EV charging stations according to your requirements (such as charging type) and your preferences (via a filtering option).

#### 3.1.6. **Remote climate control (EV only)**

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

#### 3.1.7. **Remotely opening/closing the charging door (some EV only)**

This feature allows you to remotely open and close the charging door of your vehicle.

#### 3.1.8. **Remote control of hazard lights / sidelights (not all vehicles)**

When your vehicle is left with the hazard lights and/or sidelights on, the Bluelink app will inform you via a notification. You can turn off the lights remotely using the app.

#### 3.1.9. **Find my car**

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

#### 3.1.10. **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.

### 3.1.11. **My car POI**

My car POI synchronises the stored POIs (points of interest) such as “Home” or “Work address” between the infotainment system and your Bluelink app.

### 3.1.12. **Last mile navigation**

You might have to park your car somewhere before you reach your actual destination. If you are between 200 m and 2 km away from your destination, 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.

### 3.1.13. **First mile navigation**

First mile navigation guides you to the vehicle via augmented reality or Google Maps. Send the destination to your vehicle using the Bluelink app. If you are between 200 m and 2 km away from your vehicle, your smartphone will guide you to the vehicle location.

### 3.1.14. **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 only see the valet mode screen. The 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 such as the 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
- Climate control status
- Tailgate open/closed
- Bonnet open/closed

- Window open/closed
- Sunroof open/closed
- Tyre pressure status
- 12 V battery status
- High-voltage battery status (EV & PHEV only)
- Scheduled charging on/off
- Scheduled climate control on/off
- Charging door open/closed (some electric vehicles only)
- Steering wheel heating status (some electric vehicles only)
- Defrost on/off (electric vehicles only)
- Rear window heating on/off (some electric vehicles only)
- Side mirror heating (some electric vehicles only)
- Lamp status

### 3.2.3. **My trips**

My trips provides information about your vehicle usage per day or per month. For each trip, you can check your time driven, mileage, average speed and top speed. My trips information is available for up to 90 days.

### 3.2.4. **Energy consumption (EV only)**

The energy consumption monitor provides an overview of your electric vehicle's energy consumption per day and per month. You can check the total and average energy consumption, driving distance and recuperation.

## 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 follow the steps described in Section 2.2.1 above. You can stop sharing the Services at any time by removing any other user under the "Shared car settings". We will then delete all shared data on the other user's Bluelink app.

### 3.3.2. **Request to share car**

You can request that other Bluelink users 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.

## 3.4. User profile transfer

You can check and change vehicle settings on the Bluelink app. You can back up the settings information and apply it to your vehicle.

## 3.5. Service list

In the service list, you can turn off certain Bluelink services. Remote, location-based services, vehicle information, alert/security and product/service improvement features can be turned on/off separately.

## 3.6. Calendar

You can sync your Google calendar or iCloud calendar in the Bluelink app in order to check your upcoming appointments in your infotainment screen.

### 3.7. Touch ID and Face ID (iOS) or fingerprint and face recognition (Android)

You can use certain functions of our app with Touch ID or Face ID (iOS) or fingerprint and face recognition (Android) instead of your PIN. You can turn off the use of Touch ID or Face ID (iOS) or fingerprint and face recognition (Android) at any time in our 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 multi-storey car parks, parking lots and on the street. Live parking provides information about free parking spaces using a traffic light system (green, yellow, red), as well as price information where applicable.

#### 4.1.3. **Live filling stations**

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

#### 4.1.4. **Live EV POI (EV & PHEV 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 offer a very powerful online live POI and address search for various POI (point of interest) categories. Simply enter text such as "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 lights.

#### 4.1.9. **Sports league**

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

#### 4.2. 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 in order to perform and improve the voice recognition service.

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

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

#### 4.3. 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. Maps and Infotainment OTA ("Over-the-Air") Update

Bluelink may provide wireless ("Over-the-Air") software updates for maps and the infotainment system during the term of our contract (see Section 10 below on when our contract based on these Terms terminates). Your infotainment system will regularly check whether new software versions are available. Before the software update is installed, the system asks you how you wish to proceed. You can select between two options: to update it now or later. In both cases you can still use the system during the installation process. If you choose to update the system, any available software updates will be automatically downloaded to your vehicle. You can still use the infotainment system during download.

Maps and Infotainment OTA Update is part of the Services requested by you and is therefore activated by default. The function can be turned off in the service list menu of the Bluelink app ("More" -> "Service List").

We will ensure that updates required to maintain the Services in accordance with the contract are provided during the term of this contract (please see Sec. 10 for further details). Updates may be required, for example, to maintain functionality,

compatibility or security. You do not have to install such updates, but if you fail to do so, we will not be liable for any lack of conformity resulting solely from the lack of the relevant update, unless failure to install such updates was due to a shortcoming in the installation instructions provided by us. Further information on the update process and details of the content of each software update will be provided via your infotainment system.

#### 4.6. 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 Hyundai 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 under the driver/user profile:

- Profile picture
- Phone connection
- 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 to another vehicle via Bluelink. If a friend is using your vehicle temporarily, you can use a guest profile.

#### 4.7. Notification Centre

The Notification Centre allows us to send you information about your vehicle. We only use this service for important information. The information will appear as a pop-up in your infotainment system. You can deactivate receipt of certain types of information in the settings or when you receive a pop-up.

#### 4.8. Calendar

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

#### 4.9. Like feature

While playing music via USB, Bluetooth or radio, you can click the “thumbs-up” or “thumbs-down” button in order to mark your preference. The liked songs will be added to the playlist (only for USB).

### 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 for the Services, in particular the



underlying software, the content and arrangement, are owned by or licensed to Hyundai Motor Group. (“**Hyundai Motor Group**” refers to Hyundai Motor Company and its affiliated companies.)

- 5.2. Nothing in these Terms of Use shall be construed as granting a licence or right to:
  - 5.2.1. use any image, trademark, service mark or logo, all of which are the property of Hyundai Motor Group. Hyundai Motor Group reserves all rights with respect to its proprietary information or material in connection with the Services and will enforce such rights to the full extent of applicable copyright and trademark law;
  - 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 Hyundai Bluelink or the Services, except as part of the normal use of Hyundai Bluelink or where it is necessary for the purpose of backups or operational security;
  - 5.2.4. translate, merge, adapt, vary, alter or modify Hyundai Bluelink or the Services in whole or in part; 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 for the use of Hyundai Bluelink and the Services on devices as permitted in these Terms of Use;
  - 5.2.5. disassemble, decompile, reverse engineer or create derivative works based on Hyundai Bluelink or the Services in whole or in part; nor attempt to perform such actions, unless such actions cannot be prohibited by applicable laws ("Permitted Objective"); and provided that the information obtained by you during such activities:
    - 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:
  - a) comply with applicable laws and regulations and respect the rights of third parties when using the Services;
  - b) do not use the Services for unlawful purposes or facilitate unlawful use of the Services by third parties;
  - c) do not alter your vehicle (including hardware and software changes as well as use of third-party software) in such way that the functionality of the Services may be affected;
  - d) do not wilfully disrupt the Services by any means;

- e) do 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, irrespective of whether the intrusion results in the corruption or loss of data;
  - iv) in any way that uses the Services or the related software for Internet Relay Chat, peer-to-peer file sharing, BitTorrent or a proxy server network;
  - 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
- f) do not publish any results of any benchmark or performance tests of the built-in SIM card, the network, the Services, or component thereof to any third parties

6.3. You will have to bear any costs caused by a misuse of the Services resulting from 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 will be 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 the infotainment system and its compatibility with such networks.

## 8. **Service Downtime**

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, or 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 and Cybersecurity**

- 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".
- 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".
- 9.3. Whenever you assert your rights as a data subject or make declarations under data protection law (e.g. withdrawal of consent), this shall not affect the validity of the contract based on these Terms.
- 9.4. However, we may terminate the contract based on these Terms without a notice period,
- if you withdraw your consent (if applicable) or object to further processing of your personal data, and
  - if we cannot reasonably be expected to continue the contractual relationship until the agreed end of the contract or until the expiry of a statutory or contractual notice period taking into account the scope of data processing which continues to be permissible and weighing up the interests of both parties.
- 9.5. In order to assure proper management of appropriate cybersecurity standards, our vehicles, depending on the model, may be equipped with additional cybersecurity features. In such case, once you activate the Services in your vehicle, the level of cybersecurity of your vehicle shall be continuously monitored in order to quickly detect and remove possible cyber threats. Unless a risk is detected, the security event data shall remain stored in your vehicle. The cybersecurity features may be updated from time to time, when necessary to maintain cybersecurity standards. For more information about how we collect and process personal data for these purposes, please refer to our "Privacy Notice".

## 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 Hyundai account in accordance with the terms applicable to the Hyundai account; or

c) depending on your vehicle model:

i) after expiry of 3 years, or

ii) after expiry of 5 years

from 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. **Right of Withdrawal (Only for Consumers)**

### 11.1. Instructions on Withdrawal

The right of withdrawal as described below shall only apply to consumers, i.e. every natural person who enters into a legal transaction for purposes that predominantly are outside their trade, business or profession.

#### **Right of withdrawal**

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire 14 days from the day of the conclusion of the contract. To exercise your right of withdrawal, you must notify us (Meridian Enterprises Ltd., Pater House, Psaila Street, Birkirkara, Malta, +356 2269 2100, [bluelink@hyundai-europe.com](mailto:bluelink@hyundai-europe.com)) by means of a clear statement about your decision to withdraw from this contract. You may use the sample withdrawal form in Sec. 11.3 below, but it is not obligatory. To exercise your right of withdrawal within the withdrawal period, it is sufficient that you send the notification of the exercise of the right of withdrawal before the expiry of the withdrawal period.

#### **Consequences of withdrawal**

If you withdraw from this contract, your access to the Services will be cancelled and your usage data will be deleted permanently.

11.2. Your right of withdrawal does not affect your right to deactivate the Services with or without cause at any time in the infotainment system (under "Settings" -> "Bluelink" -> "Deactivate Bluelink") or in the Bluelink app (under "More" -> "Account" -> "Terminate account").

### 11.3. Sample withdrawal form

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

– To Meridian Enterprises Ltd., Pater House, Psaila Street, Birkirkara, Malta, +356 2269 2100, [bluelink@hyundai-europe.com](mailto:bluelink@hyundai-europe.com)

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

– Ordered on (\*)/received on (\*),

– Name of consumer(s),

– Address of consumer(s),

- Signature of consumer(s) (only if this form is submitted on paper),
  - Date
- (\*) Delete as appropriate.

## 12. **Changes**

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

- 12.1. Changes that are legally advantageous or neutral to you shall take effect immediately.
- 12.2. Furthermore, we may only make changes to the Services that go beyond what is required to maintain conformity with the contract (e.g. updates, cf. Sec. 5) if there is a valid reason for such a change, the change does not involve additional costs for you nor changes the essence of the Services and you are informed in clear and understandable language of the change. A valid reason shall exist if the change is necessary in order to
- improve access to and usability of the Services (including introducing new or enhanced functions or functionalities),
  - adapt the Services to amended legal requirements,
  - adapt the Services to technical changes or developments in systems operated by us or third parties or to technical developments in our users' systems;
  - changes necessary due to important operational reasons;
  - changes resulting from the need to remove ambiguities, errors or clerical mistakes possibly occurring in the Terms of Use; or
  - changes to the contact details, names, identification numbers, electronic addresses or links provided in the Terms of Use.
- 12.3. In case of changes subject to Sec. 12.2 that have a significant negative impact on your access to or the usability of the Services, you will be sent an email/notification using clear and understandable language with reasonable advance notice to inform you about the features and timing of the change and your right to terminate the contract free of charge at any time; unless we provide you access to and use of the unchanged Services at no additional cost. You may also exercise your right of termination by deactivating the Services in the infotainment system (under “Settings”->“Bluelink”->“Deactivate Bluelink”) or the Bluelink app (under “More”->“Account”->“Terminate account”).
- 12.4. Otherwise, in case of all other material changes to these Terms, we will notify you of the intended changes with reasonable advance notice. If you do not tell us otherwise in writing (for example by sending a letter or email) within two weeks after our notification, we will assume that you accept the changes (we will remind you of this when we inform you about the intended changes). If you tell us that you do not accept the changes, we may terminate our contract based on these Terms with effect from the date on which the changes should have applied.

## 13. **Miscellaneous**

- 13.1. 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 Hyundai 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) or as otherwise expressly set forth in these Terms. Oral statements or agreements are not sufficient.

- 13.2. We will only accept other or additional terms if we have explicitly accepted them in writing.
- 13.3. We may assign our rights and obligations under our contract with you to a third party either in full or in part. We will notify you of the intended assignment at least four weeks in advance. If you do not agree with the assignment, you can terminate your contract with us at any time (we will remind you of this when we inform you about the intended assignment).
- 13.4. If any term of our contract should be found invalid, you and we agree that the other terms of our contract shall remain valid and unaffected.
- 13.5. 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.
- 13.6. Even if we delay the enforcement of this contract, we can still enforce it later. If we do not insist immediately that you take any action that is required under these Terms, or if we delay in taking steps against you in the event that you violate this contract, this will not mean that you do not have to take this action and it will not prevent us taking steps against you at a later date.

#### 14. **Customer Service / Complaints**

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

Meridian Enterprises Ltd  
Pater House,  
Psaila Street,  
Birkirkara.  
Phone: +356 2269 2100  
Email: [Bluelink@hyundai-europe.com](mailto:Bluelink@hyundai-europe.com)

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

#### 15. **Warranty**

- 15.1. In the event that the provided Services are defective, warranty obligations shall apply in accordance with the applicable statutory provisions.
- 15.2. In addition, the following shall apply with regard to the Services:

- a) If you do not install an update or fail to install it properly, we shall not be liable for any defects of the Services caused through the lack of the particular update.
- b) As a general rule, if the Services (including its updates) show defects, it shall be presumed that the Services were defective during the previous period of the provision. This does not apply if
  - i) your digital environment was not compatible with the technical requirements of the Services at the relevant time as communicated by us, or
  - ii) we cannot investigate whether the technical requirements have been complied with as a consequence of your refusal to cooperate in investigating the relevant circumstances in an appropriate manner and where possible for these purposes and we intended to use technical means to determine the relevant circumstances that represent the least intrusion for you.

15.3. When you assert your claims in connection with defects, you shall cooperate with us to the extent reasonably necessary and possible to enable us to investigate whether the cause of the defect was in your digital environment. Your obligation to cooperate is limited to the technically available means that are least intrusive for you.

## 16. **Liability**

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

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

16.3. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms of Use, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking these terms or our failing to apply reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time you accepted these Terms of Use, both we and you knew it might happen.

16.4. 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.

16.5. **When we are liable for damage to your property.** If defective digital content that we have supplied damages a device or digital content belonging to you, we will either repair the damage or pay you compensation. However, we will not be liable for damage that you could have avoided by following our advice to apply an update offered to you free of charge or for damage that was caused by you failing to correctly follow installation instructions or have in place the minimum system requirements advised by us.

16.6. **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.

16.7. 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 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.

- 16.8. 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.