



# GENESIS CONNECTED SERVICES | TERMS OF USE

Version: November 2021

## 1. INTRODUCTION

- 1.1. In order to use our Genesis Connected Services (hereafter referred as "**GCS**" or "**Services**"), please read the following Services terms (hereafter referred as "**Terms**" or "**Terms of Use**"). These Terms will apply whenever you use the Services within the Genesis Connected Services Application (hereafter referred as "**GCS App**") and inside the vehicle infotainment system 'AVNT' which stands for Audio Video Navigation and Telematics (hereafter referred as "**Infotainment System**"). You can find the latest version of these Terms whenever you like in the menu of the GCS App and in the menu of the Infotainment System.
- 1.2. We are Genesis Motor UK Limited (hereafter referred as "Genesis"). Our registered address is 73, Cornhill, London, United Kingdom, EC3V 3QQ. We are your contractual partner regarding the provision of the Services.
- 1.3. If you have questions, then please contact us at following contact points
  - : Tel, 0800 8048 115
  - : E-mail - [ask@uk.genesis.com](mailto:ask@uk.genesis.com)

## 2. USE OF SERVICES

### 2.1. General Preconditions

- 2.1.1. You must have reached the legal age to accept these Terms.
- 2.1.2. You can only use the Services with Genesis vehicles, which are equipped with the specific hardware for GCS, 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 Genesis vehicle. The two are legally separate contracts, which do not in principle affect each other.
- 2.1.4. You can deactivate and reactivate the Services at any time through your Infotainment System.
- 2.1.5. 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).
- 2.1.6. Not all Services may be available for use with your specific vehicle - this may depend on your Genesis vehicle model as well as on the version of the software of the GCS App and the Infotainment System.



2.1.7. 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. GCS Mobile Application Download and Vehicle Registration

### 2.2.1. Download and Vehicle Registration

In order to use the Services, you need to follow the steps below.

- : Activate the GSC in your vehicle
- : Download the application “Genesis Connected Services” in the Google PlayStore or Apple AppStore
- : Login to the App through using your Genesis Account
- : Register a Genesis vehicle
- : Read and accept the terms of use which apply to the Genesis Connected Services
- : Confirm that you read the 'Privacy Notice - Genesis Connected Services'
- : Enter your Vehicle Identification Number (VIN) and verify your VIN by entering an activation code, which we will send to your Infotainment System (AVNT) in the vehicle

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

## 3. GCS FEATURE LIST: GCS MOBILE APPLICATION

### 3.1. Remote Services

#### 3.1.1. Push notifications

Since these are enabled by default, GCS App push notifications will provide you with the following information

- : Vehicle alarm
- : Door open
- : Window open
- : High voltage battery discharge alarm
- : Engine idling alarm
- : Rear seat alert
- : Last mile guidance alarm
- : Result of your request

#### 3.1.2. Remote lock and unlock

Forgot to lock your car? Do not worry: GCS App 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 GCS App from all over the world.

#### 3.1.3. Remote charging (EV vehicles only)



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

#### 3.1.4. Scheduled charging (EV 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 GCS App and the map will guide you there.

#### 3.1.7. Send to car

The GCS App allows you to search for destinations while you are on your sofa. GCS 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. (\*Synchronizing User Profile between GCS App and Infotainment System is required beforehand)

#### 3.1.8. My car POI

My car POI synchronizes the stored POIs (Points of Interest) like 'Home' or 'Work address' between the Infotainment System and your GCS App.

#### 3.1.9. Last mile guidance

You might have to park your car somewhere before you reach your actual destination. If you are within 30m up to 2000m, you can hand over the navigation from your car to the GCS 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 information stored in Infotainment System 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.

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

- : Drive start and end
- : Driving distance
- : Driving time
- : Maximum speed



You can disable the valet parking mode using your password in your infotainment system or your GCS App.

### 3.2. Vehicle Status Information via GCS

#### 3.2.1. Vehicle report

The vehicle report provides information about the usage of your registered 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 vehicles only)
- : Battery charging status (EV vehicles only)

#### 3.2.3. My trips

My trips feature 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 GCS App. If you use the “Share Car” function you will share the Services and data related to your Genesis vehicle which you registered in the GCS App. To use the shared Services the other user has to take the steps described in Section 2.3.1 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 GCS App.

#### 3.3.2. Request to share car



You can request other GCS users to share the Services and data related to their Genesis vehicle in the GCS App through the “Request to Share Car” function in the GCS App.

## 4. GCS FEATURE LIST: INFOTAINMENT SYSTEM

### 4.1. Genesis Live

Genesis Live allows you to access the following functions through the vehicle’s Infotainment System:

#### 4.1.1. Live traffic

GCS 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 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. Live POI & Live free text search

With GCS 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.

#### 4.1.7. Speed limit information

This feature provides the speed limit information in the respective areas. Please note that the actual speed limit may suddenly change due to unexpected circumstances such as construction sites. It’s the driver’s obligation to recognize and comply with speed limits.

### 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 GCS 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 diagnostic 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 GCS 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. GCS User Profile

The GCS user profile allows you to save various vehicle settings in your GCS 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 Genesis 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 GCS to another vehicle. If a friend is using your vehicle temporarily, you can use a guest profile.

#### 4.6. Notification Center

Through the notification center 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 on 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

GCS allows you to synchronize your Google or Apple calendar with the integrated calendar function in your Infotainment System and GCS App.

#### 4.8. Fingerprint Identification (Available on GV70 and GV60)

Genesis Connected Services User Profile allows you to set up Fingerprint Identification for each user profile. By setting your fingerprint, you can use fingerprint recognition instead of a password for convenience functions such as starting the vehicle, unlocking your profile and exiting valet mode.

For each user profile the following category of personal data is processed within the car: fingerprint, fingerprint profile created from fingerprint data. The latter is a pseudonymized identifier that does not allow any reference to a natural person and will be especially encrypted before being transferred to the Genesis Cloud System to allow for the synchronisation of a profile. The fingerprint information will be processed locally in the car only and will be stored in an encrypted form.

#### 4.9. OTA (Over-the-Air) Software Update

GCS allows you to update the software of your Infotainment System using Over-the-Air technology. Through the wireless interface updates can be performed more efficiently and conveniently. The software upgrade will only proceed if all of the conditions below are met.

- : The vehicle must be off
- : The gear must be in P (Park)
- : The Electronic Parking Brake (EPB) must be applied
- : The exterior lights must be turned off
- : Engine hood must be closed
- : The battery condition must be in sufficient state
- : The module or unit to be updated must not be running

- 4.9.1. The vehicle cannot be started and driven during the ECU OTA software update. (But driving is available during the Infotainment Software including Map data OTA software update.) Also, charging the



vehicle during the software update is not possible. Therefore, you should ensure sufficient time and battery load as well as a suitable place when performing the update.

- 4.9.2. Cancellation is not possible after the software update starts. If the software update is not completed properly, you can contact the Genesis Customer Center to resolve the problem.
- 4.9.3. In case of difficulties when performing the software update, you may be contacted by customer service if you have consented to it. The remote customer service is available only for fault codes and service data that can be checked for each vehicle type. In addition, the presence of abnormalities in the vehicle checked through the remote customer service is based on data that can be checked remotely and does not replace an inspection at a vehicle repair shop.
- 4.9.4. If the controller or software is arbitrarily replaced, the Services cannot be provided, and we will not be liable for the replaced controller and software.
- 4.9.5. If the battery is removed randomly during the software update, it may cause a fatal failure in the update, and if an electric load is used arbitrarily, the start-up performance after the update may be affected.
- 4.9.6. The Company is not responsible for any accidents or damages arising from the subscriber's failure to comply with the service conditions of this article.

## 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:
  - 5.3. 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.
    - 5.3.1. rent, lease, sub-license, loan, provide, or otherwise make available Genesis Connected Services or the Services in any form, in whole or in part to any person without prior written consent from us;
    - 5.3.2. copy the Genesis Connected Services or Services, except as part of the normal use of the Genesis Connected Services or where it is necessary for the purpose of back-up or operational security;
    - 5.3.3. translate, merge, adapt, vary, alter or modify the whole or any part of the Genesis Connected Services or Services nor permit Genesis Connected Services or the Services or any part of them to be combined with, or become incorporated in, any other programs, except as necessary to use Genesis Connected Services and the Services on devices as permitted in these Terms of Use;





- 5.3.4. disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of Genesis Connected Services or the Services nor attempt to do any such things, except to the extent that is expressly permitted by applicable law ) such actions cannot be prohibited because they are necessary to decompile Genesis Connected Services to obtain the information necessary to create an independent program that can be operated with the Genesis Connected Services or with another program (Permitted Objective), and provided that the information obtained by you during such activities:
- 5.3.4.1. 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;
  - 5.3.4.2. is not used to create any software that is substantially similar in its expression to Genesis Connected Services;
  - 5.3.4.3. is kept secure; and
  - 5.3.4.4. 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;
  - 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;



- f) ensure your contact details are kept up to date, so we are able to contact you to provide you with relevant and important information (e.g. in case of a recall for the vehicle); and
- a) inform third parties of the Services or Software related updates before the third party starts driving your vehicle and ensure that the third party obliges itself to adhere to these Terms .

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 GCS in the on-board menu. Please note that by deactivating GCS in the on-board menu, your driving data will no longer be visible in the GCS App and your vehicle is disconnected from the GCS App. However, your account data in the GCS 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 - Genesis Connected Services'.

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 - Genesis Connected Services'.

## 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 Genesis account in accordance with the terms applicable to the Genesis account; or
- c) at the latest, when the Genesis manufacturer's warranty expires for your vehicle. You can find further details on the Genesis manufacturer's warranty in the Genesis warranty booklet for your vehicle.

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. CONTENT AND PROCEDURE OF NOTIFICATION

11.1. In the event of a notification obligation related to the provision of the Services, we may notify you by using one or more methods using the Website, letter, e-mail, GCS App Push notification, SMS to your mobile phone.

11.2. In the case of letter and usage bills, we shall be deemed to have fulfilled our notification obligation by delivering the notification to the latest mailing address you have provided to us.



- 11.3. In the case of using SMS or GCS App Push notification to your mobile phone, we are deemed to have fulfilled our notification obligation by sending the notification to the latest mobile phone number you have provided to us.
- 11.4. When using your e-mail-address, we are deemed to have fulfilled our notification obligation by sending the notification to the latest e-mail address you have provided to us.

## 12. CHANGES

We reserve the right to amend these Terms or the Services from time to time due to future economic, legal and technical developments. In the case of material changes that affect the subject matter of this contract and / or the Services, we will only make them if they are reasonable to you, taking your interests into consideration. 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.

## 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 2.3 above, separate terms of use apply to the Genesis 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.
- 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 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).
- 13.4. These Terms are governed by German law. Any potential dispute will be resolved by German courts.
- 13.5. If any of these Terms are or become void, invalid or unenforceable in whole or in part ("defective"), the validity and enforceability of the remaining Terms of this contract shall not be affected thereby. You and we hereby agree to replace the defective Term with a Term that, to the extent legally possible, comes as close as possible to what we would have agreed in accordance with the intent and purpose of this contract



if we had recognized the defectiveness of the Term. The same shall apply in the event of a gap in the contract.

#### 14. CUSTOMER SERVICE / COMPLAINTS

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

Genesis Motor UK Limited  
73, Cornhill, London  
United Kingdom, EC3V 3QQ  
E-mail: Support@uk.genesis.com  
Phone: 0800 8048 115

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/>. Genesis is not obligated to and does not participate in alternative dispute resolution procedures before an alternative dispute resolution entity for consumers.

#### 15. LIABILITY

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

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

15.3. We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these Terms, 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, both we and you knew it might happen.

15.4. 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, representatives or subcontractors or for fraud or fraudulent misrepresentation.



15.5. We are not liable for business losses. GCS is for private use. If you use GCS 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.

15.6. GCS have not been developed to meet your individual requirements. Please check that the facilities and functions of GCS meet your requirements.