

# Genesis Motors Australia

## Terms of Use – Genesis Connected Services

Version: November 2022

### 1 Who we are

- 1.1 We are Hyundai Motor Company Australia ABN 58 008 995 588 trading as Genesis Motors Australia. Our registered address is located at 394 Lane Cove Road, Macquarie Park NSW 2113. We are responsible for information received from your Genesis connected vehicle.
- 1.2 For some processing activities described here, our parent company, Hyundai Motor Company (Korea), takes primary responsibility. Where this is the case, Hyundai Motor Company (Korea) will work with us to ensure your personal information and your rights in relation to it are protected.
- 1.3 When we use the terms “**we**”, “**us**”, “**our**” and “**Genesis Motors Australia**”, unless we make clear otherwise, we are referring to Hyundai Motor Company Australia Pty Ltd trading as Genesis Motors Australia and Hyundai Motor Company (Korea).
- 1.4 If you have questions, then please call us on 1800 90 80 70 or contact us by email at [concierg@genesis-motors.com.au](mailto:concierg@genesis-motors.com.au). You can also submit an enquiry by visiting [www.genesis.com/au/en/support/contact-us.html](http://www.genesis.com/au/en/support/contact-us.html)

### 2 Terms and conditions for use of Genesis Connected Services

- 2.1 The terms and conditions that will apply whenever you use Genesis Connected Services are:
  - a) the information from your subscription;
  - b) these Terms of Use; and
  - c) if you register (or have registered) for a Genesis Connected Services Account, the Terms of your Genesis Connected Services Account;

collectively referred to as “**Genesis Connected Terms and Conditions**”. In the event of a conflict or inconsistency between or among the above, the order of precedence will be in the order as they are set out above.

- 2.2 You may use the Genesis Connected Services after activation and for a period of five (5) years beginning from the date of first registration of the new vehicle (“**Complimentary Period**”).
- 2.3 At the end of the Complimentary Period, we will notify you of the terms of your subscription (including fees and payment options) for your continued use of the Genesis Connected Services. If you notify us that you do not wish to continue to use the Genesis Connected Services at the end of your Complimentary Period, we have the right to turn off your Genesis Connected Device and Genesis Connected Services will be disabled.
- 2.4 If you sell your vehicle and the Complimentary Period is still active when the vehicle is sold, the new owner of the vehicle is entitled to receive the Genesis Connected Services free of charge for the remainder of the Complimentary Period. [See paragraph 9 for information on what to do when you sell your vehicle.]

### 3 Introduction to Genesis Connected Services

- 3.1 Genesis Connected Services allow you to connect with your vehicle because your vehicle is fitted with a modem containing a SIM. The modem and SIM (together, the **Genesis Connected Device**) is embedded in the vehicle and just like other parts of a vehicle, is fitted at the factory.

- 3.2 There are two ways you can activate Genesis Connected Services:
- a) via the vehicle infotainment system; or
  - b) by downloading the Genesis Connected app, creating a Genesis Connected Services Account and linking it to your vehicle (much like what you do when you pair your smartphone to your vehicle).
- 3.3 For information on how to activate Genesis Connected Services and find out more about the services available to you, visit [www.genesis.com/au/en/members/genesis-connected-services/service/service-overview.html](http://www.genesis.com/au/en/members/genesis-connected-services/service/service-overview.html).
- 3.4 To access the full range of Genesis Connected Services (including remote services) you need to activate Genesis Connected Services by downloading the Genesis Connected app, create a Genesis Connected Services Account and link it to your vehicle.
- 3.5 Genesis Connected Services are linked to your specific vehicle and therefore cannot be received in or transferred to another vehicle.
- 3.6 Not all Genesis Connected Services may be available for use with your specific vehicle – this may depend on your Genesis vehicle model as well as the version of the software of the app and the infotainment system. Find out more about Genesis Connected Services by visiting [www.genesis.com/au/en/members/genesis-connected-services/service/service-overview.html](http://www.genesis.com/au/en/members/genesis-connected-services/service/service-overview.html)

#### **4 Information about the telecommunications carrier**

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

#### **5 Third party service providers**

- 5.1 Genesis Connected Services are provided to you by Genesis Motors Australia and its appointed service providers. Those service providers include any entity that provides any service, equipment, or facilities in connection with the Genesis Connected Services or the Genesis Connected Device, including, but not limited to, wireless service providers,

underlying wireless carriers, suppliers, emergency responders, Genesis Motors Australia authorised repairers, and are referred to as “**Service Provider(s)**”. We may interact with and/or engage one or more Service Providers as necessary to provide the Genesis Connected Services. We will use reasonable efforts to contact appropriate Service Providers including police, fire brigade or ambulance services for help when you ask for it or when the Genesis Connected Device in your vehicle signals for it, but we cannot promise prompt responses from the Service Providers.

## **6 Benefits accessed via Genesis Connected Services**

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

## **7 Over-the-air (OTA) updates**

- 7.1 The provision of Genesis Connected Services involves software and firmware (both in your vehicle and in the Genesis Connected App) that we may need to change from time to time to maintain or modify vehicle systems or to provide improved features and capabilities for your vehicle. Changes or updates to maintain the operation of the vehicle system or to check whether it is operating properly, may be carried out remotely and initiated by us without you knowing or affecting the use of the vehicle. For other OTA updates relating to improved features, capabilities or security, you will receive a notification about the OTA update, and you will have the option to reschedule them.
- 7.2 By activating Genesis Connected Services or installing the OTA update, you acknowledge and agree to the following important terms for OTA updates:
- a) OTA updates are downloaded via the vehicle’s built-in SIM which connects your vehicle to the internet.
  - b) During the installation of some types of OTA updates certain vehicle functions and services (for example, the SOS Emergency Call, the Roadside Assistance and remote features of Genesis Connected Services) may be temporarily disabled. You should select installation of those OTA updates only when you do not need to drive the vehicle and it is parked in a safe and secure location. The ignition must be off and your must be in PARK.
  - c) OTA updates may not install correctly if your vehicle has non-standard software or hardware.
  - d) OTA updates will overwrite current software on the vehicle. This may also apply to any third party non-standard software on the vehicle.
  - e) OTA updates may cause some settings to reset to default settings. Such changes may affect or erase data you have stored on the infotainment system in your vehicle or in the app. We are not responsible for any lost data. You do not own the Genesis Connected software, firmware or the Genesis Connected App or acquire any rights to use or modify the Genesis Connected software or firmware on your own.
  - f) If you have any questions or issues relating to OTA updates, please call us on 1800 90 80 70 or contact us by email at [concierge@genesis-motors.com.au](mailto:concierge@genesis-motors.com.au).
- 7.3 If you have a fleet vehicle, please be aware that the fleet owner may have terms and conditions, policies or procedures which may affect your use of OTA updates. It is your responsibility to check with the fleet owner about use of OTA updates on your fleet vehicle.

- 7.4 Any updates to the Genesis Connected software or firmware will be provided subject to the Genesis Connected Terms and Conditions.

## **8 Privacy and data protection**

- 8.1 For information on how we collect and process personal data in connection with the provision of the Genesis Connected Services, please refer to our 'Privacy Collection Notice – Genesis Connected Services' the terms of which form part of these Terms of Use. Our 'Privacy Collection Notice – Genesis Connected Services' can be found at [www.genesis.com/au/en/terms-of-use/privacy-collection-notice.html](http://www.genesis.com/au/en/terms-of-use/privacy-collection-notice.html). Further information on Genesis Motors Australia's privacy practices more generally is set out in our Privacy Policy, which is also available on our website at [www.genesis.com/au/en/terms-of-use/privacy-policy.html](http://www.genesis.com/au/en/terms-of-use/privacy-policy.html)
- 8.2 We share the information we collect with Service Providers for purposes of providing the Genesis Connected Services. All Service Providers or third parties are contractually obligated to keep your information confidential if it is identifiable to you and use such information only as we specify.
- 8.3 You are responsible for ensuring anyone you share your vehicle with is aware that the Genesis Connected Services are activated and that data (in particular location/GPS data) will be collected and processed as described in the 'Privacy Collection Notice – Genesis Connected Services'.
- 8.4 If you register (or have registered) for a Genesis Connected Services Account which is linked to your vehicle, you will be able to view all information collected when Genesis Connected Services have been utilised (including the vehicle's location and information about the vehicle), irrespective of the driver, user or occupant, when you access your Genesis Connected Services Account.
- 8.5 If you share your Genesis Connected Services or if more than one Genesis Connected Services Account is connected to the vehicle, you will have access to the vehicle's location; services which allow the vehicle to be remotely started, locked and unlocked; and services which show information about the vehicle's status (for example, its fuel level).
- 8.6 To provide you with an OTA update, we may collect and process data from your vehicle such as Vehicle Identification Number, versions of the vehicle's modem and other technical specifications associated with it. Such data will generally be used for the purpose of ensuring the vehicle's modem has all the necessary updates.

## **9 User Obligations**

- 9.1 You are solely responsible for:
- a) any use of the Genesis Connected Services in your vehicle, even if you are not the one using it;
  - b) the costs of any emergency services requested by you, or by anyone using your vehicle including as a result of an automatic collision notification or when you press the SOS button;
  - c) providing contact information for use by the emergency assistance centre when using the Genesis Connected Services including in the event of an automatic collision notification or when you press the SOS button;
  - d) ensuring your passengers or drivers of your vehicle are aware of the data collection, use, sharing and retention terms of the 'Privacy Collection Notice – Genesis Connected Services' as well as the Genesis Connected Terms and Conditions;
  - e) ensuring that your vehicle is secured, parked and in proper gear, under conditions that make it safe to activate any of the remote features of the Genesis Connected Services,

- including ensuring that starting your vehicle remotely will not breach any law or regulation applicable to the location of your vehicle at the time of activation;
- f) if you sell your vehicle, completing the following steps to deactivate Genesis Connected Services:
- i. reset Genesis Connected Services to factory settings via the infotainment system;
  - ii. cancel your Genesis Connected Services subscription via the Genesis Connected app; and
  - iii. cancel or delete the vehicle's VIN from your Genesis Connected Services Account.
- Alternatively, you can visit [www.genesis.com/au/en/members/genesis-connected-services/service/service-overview.html](http://www.genesis.com/au/en/members/genesis-connected-services/service/service-overview.html) for more information or notify us by calling 1800 90 80 70 and we will help to deactivate your Genesis Connected Services;
- g) notifying any new owner of the vehicle about the following matters: (i) the vehicle contains a Genesis Connected Device and is subject to these Terms of Use; (ii) that the owner should either visit [www.genesis.com/au/en/members/genesis-connected-services/service/service-overview.html](http://www.genesis.com/au/en/members/genesis-connected-services/service/service-overview.html) or contact Genesis Motors Australia on 1800 90 80 70 to ensure that the Genesis Connected Services for the vehicle are activated; and (iii) the remaining term of the Complimentary Period (if any);

9.2 You agree that you will not:

- a) modify, adapt or alter the SIM;
- b) merge or use the SIM with any other hardware, software, products or services, other than as expressly authorised by us;
- c) sublicense, lease, rent, loan, disclose or otherwise transfer the ownership of the SIM to any third party;
- d) reverse engineer, decompile, disassemble or otherwise attempt to derive the source or object code of the SIM or any software running on the SIM;
- e) publish any results of any benchmark or performance tests of the SIM, the carrier network, or components thereof).

9.3 Neither we nor any Service Provider has any obligation to inquire about the authority of anyone using your vehicle.

9.4 If you or a driver of your vehicle uses the Genesis Connected Services or Genesis Connected Device to commit a crime or for another improper purpose, you will be responsible for any damages owed by us as a result of such use.

9.5 When you use the Genesis Connected Services, you agree:

- a) not to use the "SOS" button except for when you require the assistance of an emergency services provider including ambulance, police or fire brigade;
- b) that calls to third party emergency responders may be recorded for quality and training purposes; and
- c) not to use your Genesis Connected Services for any fraudulent, unlawful, or abusive purpose, or in any way that interferes with our provision of Genesis Connected Services to our other customers.

9.6 You acknowledge that some Genesis Connected Services will only work if your vehicle has a working electrical system, including adequate battery power for the Genesis Connected Device to operate and an active Genesis Connected Services subscription.

9.7 The use of Genesis Connected Services requires a password. You must choose a password that is sufficiently secure to prevent unauthorised access. We may set rules on what counts as a sufficiently secure password. You are responsible for keeping your password secret. If you suspect that an unauthorised third party knows your password, please immediately change the password. If you suspect that an unauthorised third party had access to our services with your Genesis Connected Services Account, please immediately contact us at 1800 90 80 70.

## **10 Intellectual Property Rights**

- 10.1 The content of the Genesis Connected Services is protected by applicable copyright or other intellectual property law with all rights reserved. All rights in the Genesis Connected Services, in particular the underlying software, the content and arrangement, are owned by or licensed to Hyundai Motor Group. ("**Hyundai Motor Group**" refers to Hyundai Motor Company and its affiliated companies of which we are one.)
- 10.2 Nothing in the Genesis Connected Terms and Conditions shall be construed as granting a licence or right to:
- a) 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 Genesis Connected Services or Genesis Connected Services Account and will enforce such rights to the full extent of applicable copyright and trade mark law;
  - b) rent, lease, sub-license, loan, provide, or otherwise make available, Genesis Connected Services in any form, in whole or in part to any person without prior written consent from us;
  - c) copy the Genesis Connected 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;
  - d) translate, merge, adapt, vary, alter or modify the whole or any part of the Genesis Connected Services nor permit Genesis Connected 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 on devices as permitted in the Genesis Connected Terms and Conditions;
  - e) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of Genesis Connected Services.

## **11 No warranties and liability**

- 11.1 We cannot promise uninterrupted or problem-free services when you use Genesis Connected Services or your Genesis Connected Services Account and cannot promise that the data or information provided to you will be complete, current or error-free. All data and information is provided to you on an "as-is" basis. We cannot promise that Genesis Connected Services will be available after the expiration of the Complimentary Period. To the maximum extent permitted by law, we expressly disclaim any and all warranties of any kind, express or implied, about the Genesis Connected Services and any data and information and services provided through it, including, without limitation, any warranties as to content, quality, accuracy, timeliness, completeness, correctness, reliability, non-infringement, merchantability, or fitness for a particular purpose, and all such warranties are expressly excluded by these Terms of Use. Where a warranty cannot be excluded by law, if we breach such a warranty in respect of the delivery of any service under the Genesis Connected Terms and Conditions, we reserve the right (to the extent permitted by law) to remedy the breach by providing the service again or paying for it to be provided again.
- 11.2 Our maximum aggregate liability to you arising in any way whatsoever in relation to the Genesis Connected Terms and Conditions and the Genesis Connected Services (whether for breach of contract, personal injury, negligence, products liability or any other way, and whether the liability is direct, indirect or consequential) is limited to the greater of (i) \$500; or (ii) the total amount paid by you for the portion of the Genesis Connected service giving rise to the claim during the 12 months preceding the date your claim arose. You agree that we would not have agreed to provide Genesis Connected Services to you if you did not agree to this limitation. This amount is the sole and exclusive liability of us to you.

- 11.3 We have no liability for any indirect, consequential, incidental losses or special damages and you agree not to make, and to waive to the fullest extent allowed by law, any claim for damages other than direct, actual, compensatory damages as limited under the Genesis Connected Terms and Conditions.
- 11.4 Genesis Connected 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 Genesis Connected Services. Although we make reasonable efforts to update the information provided by the Genesis Connected Services, we make no representations, warranties or guarantees, whether express or implied, that such information is accurate, complete or up to date.
- 11.5 Genesis Connected Services have not been developed to meet your individual requirements. Please check that the facilities and functions of Genesis Connected Services meet your requirements.

## **12 Miscellaneous**

- 12.1 We may modify these Terms of Use by giving you notice or by asking you to read and accept a new version. We may give you notice by posting a new version of the Terms of Use at [www.genesis.com/au/en/members/genesis-connected-services/service/service-overview.html](http://www.genesis.com/au/en/members/genesis-connected-services/service/service-overview.html). Your continued access or use of the Genesis Connected Services after our notice indicates your acceptance of the modified Terms of Use.
- 12.2 We may assign or transfer our rights and obligations under these Terms of Use to another organisation, but this will not affect your rights or our obligations under these Terms of Use.
- 12.3 These Terms of Use are governed by the laws of New South Wales, Australia. You and we submit to the exclusive jurisdiction of its courts and courts of appeal from them. You and we will not object to the exercise of jurisdiction of those courts on any basis.