



## GENESIS ACCOUNT | TERMS OF USE

### 1. THESE TERMS OF USE

- 1.1. **What these terms of use cover.** Using the interface on our sign-up page, you may create a personal GENESIS customer account (the "**Genesis Account**"), by providing your name, your email address, birthday, mobile phone number and a unique password. A Genesis Account allows viewing and accessing GENESIS services, which are available now and which may be added in the future. These terms of use (the "**Terms**") govern the use of your Genesis Account.

Each GENESIS service, which you may access through a Genesis Account, is governed by its own terms of use.

- 1.2. **Why you should read these Terms.** Please read these Terms carefully before you sign up for a Genesis Account. These Terms tell you who we are, how you and we may change or end the contract, what actions are prohibited, and other important information. If you think that there is a mistake in these Terms, please contact us to discuss.

### 2. INFORMATION ABOUT US AND HOW TO CONTACT US

- 2.1. **Who we are.** GENESIS Motor UK Limited, a company registered in the United Kingdom. Our company registration number is 12224556, and our registered office is at 73, Cornhill, London, United Kingdom, EC3V 3QQ.
- 2.2. **How to contact us.** You can contact us by phone at [0800 8048 115] or by writing to us at [ask@uk.genesis.com](mailto:ask@uk.genesis.com). (Business hours: Monday to Friday between 8 am and 8 pm and Saturday between 9 am and 5:30 pm)
- 2.3. **How we may contact you.** If we have to contact you, we will do so by writing to you at the email-address provided to us in your registration for your Genesis Account.
- 2.4. **"Writing" includes emails.** When we use the words "writing" or "written" in these Terms, this includes emails.

### 3. ENTERING INTO A CONTRACT BETWEEN YOU AND US UNDER THESE TERMS

- 3.1. The Genesis Account is available only to persons of legal age.
- 3.2. If your devices are not equipped with the technical features required for the access and use of the Genesis Account, we shall not be obliged to provide you with a Genesis Account.
- 3.3. The Genesis Account is provided to you free of charge. You accept these Terms by ticking a box indicating your acceptance during the process of signing up for the Genesis Account. Your acceptance means that a contract will come into existence between you and us.
- 3.4. The use of the Genesis Account may require internet access or other telecommunication services. These Terms do not cover any such services. Internet and other telecommunication services, and their prices, are subject to separate agreement(s) with the provider(s) of such telecommunication services.



## 4. YOUR OBLIGATIONS

- 4.1. The information you provide to us for the creation of a Genesis Account shall be accurate.
- 4.2. You may not use the Genesis Account in violation of the provisions of these Terms.

The use of your Genesis Account is personal, and you may not allow any third party to access your Genesis Account.

You may not use the Genesis Account in a manner that violates any applicable laws or regulations, including any rules on intellectual property rights.

You may not do anything which threatens the security of the Genesis Account, or could jeopardize or impair our technical infrastructure or that of a third party.

You may not damage, disable, hack into, or otherwise interfere with the Genesis Account, or introduce into the Genesis Account any viruses, "worms", malware, spyware, "Trojans" or any other harmful code or program that could compromise the operation of the Genesis Account.

- 4.3. The Genesis Account requires a password. You shall choose a password that is sufficiently secure against third parties. We can set rules on what counts as a sufficiently secure password. You are responsible for keeping your password secret and protecting it against accidental disclosure to any third party. If you suspect that a third party has gained unauthorized access to your password or to your Genesis Account, you shall immediately change the password and immediately contact our customer service (see section 2.2).

## 5. INTELLECTUAL PROPERTY RIGHTS

- 5.1. The rights in the entire content of the Genesis Account belong to us and/or our affiliated companies (collectively the "**Hyundai Group**"), and/or to third parties, and are protected by applicable copyright law.

The rights to the GENESIS trademarks and the underlying software of the Genesis Account belong to the Hyundai Group and its licensors. You may not sell, distribute, publish, broadcast, circulate or commercially exploit the Genesis Account in any manner without our express written consent. You may not reproduce (in whole or part), transmit (by electronic means or otherwise), modify, display, redeliver, license, link or otherwise use the Genesis Account, the Genesis Account content or the GENESIS trademarks for any public or commercial purpose without our prior permission or only to the extent expressly permitted by applicable law.

- 5.2. Nothing in these Terms shall be construed as granting a license or a right to copy or distribute any content, image, or trademark. We reserve all rights with respect to our proprietary information or material in connection with the Genesis Account and will enforce such rights to the full extent of applicable law.

## 6. OUR RIGHTS TO MAKE CHANGES

- 6.1. **We may change these Terms or the Genesis Account.** We reserve the right to amend these Terms or functionalities of the Genesis Account due to future economic, legal and technical developments from time to time. Changes that affect the subject matter of these Terms and /



or the Genesis Account will only be made if they are reasonable for you; taking your interests into consideration. The changes shall be communicated to you by email or through another form of written notification. If you do not object to those changes in text form within 4 weeks after receipt of the notification, the changes will be deemed accepted by you. We will expressly notify you about the right to reject and the consequences of being silent when announcing the changes. We reserve the right to terminate this contract if you object to the changes.

**6.2. We may suspend your access to your Genesis Account.**

Among other reasons, we may have to suspend access to your Genesis Account to:

- (a) deal with technical problems or make minor technical changes;
- (b) make updates to reflect changes in relevant laws and regulatory requirements.

**7. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)**

**7.1. You can terminate this contract on a 30 days' notice by deactivating your Genesis Account.**

You can request to deactivate your Genesis Account at any time by clicking on the "delete your account" button. Your account will stay dormant for 30 days (during which you can re-activate it), and will be definitively deactivated at the end of this period. Your contract with us will also end at that time.

**7.2. IMPORTANT: once your Genesis Account is deactivated, you will no longer be able to log into any GENESIS services connected with it.** In such a case, a re-activation of your existing Genesis Account during the 30-day dormancy mentioned above, or the creation of a new Genesis Account will be necessary to continue the use of these services.

**7.3. Your obligations set out in section 4.2 above shall survive the termination of this contract.**

As such, we may exercise our rights in connection to your violation of the provisions of section 4.2 even after the end of this contract.

**8. OUR RIGHTS TO END THE CONTRACT**

**8.1. We may end the contract if you break it. In case of serious or repeated breach of these Terms, we will end this contract by providing you a notice of termination in writing.**

**We may discontinue the Genesis Accounts.** We may write to you to let you know that we are going to stop providing you with access to your Genesis Account. We will let you know at least 6 weeks in advance of our discontinuation the Genesis Account.

**9. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU**

**9.1. We are limiting some of our liability for your losses or damages.** If we break an essential obligation under these Terms (i.e. an obligation on which the proper implementation of this contract depends, and which you could reasonably expect to be fulfilled) through simple negligence, our liability will be limited to compensating your losses or damages which are (1) a foreseeable result of breaking this contract and (2) typical for this type of agreement. We exclude our liability for violating any non-essential obligations.



- 9.2. **We do not exclude or limit our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our fault, liability for wilful actions or gross negligence, liability under the German Product Liability Act (*Produkthaftungsgesetz*) or other mandatory provisions of the applicable law (see Clause 11.4 below).
- 9.3. **We are not liable for business losses.** The use of the Genesis Account is limited to private use. We will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 9.4. You are obliged to take reasonable efforts to prevent and minimize your losses and damages.

## 10. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 10.1. **How we may use your personal information.** We will only use your personal information as set out in our “Privacy Notice - Genesis Account”.

## 11. OTHER IMPORTANT TERMS

- 11.1. **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer, you may end this contract by deactivating your Genesis Account.
- 11.2. **If a court finds part of this contract illegal, the rest will continue in force.** 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.
- 11.3. **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 11.4. **Which laws apply to this contract.** These Terms are governed by the laws of the Federal Republic of Germany. However, if the laws of your habitual place of residence provide for more favourable rules of construing and interpreting this contract, the more favourable rules shall apply instead.
- 11.5. **Alternative dispute resolution.** This describes 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 <https://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.