

**DATA ACT INFORMATION NOTICE**  
**FOR USERS OF KIA PRODUCTS AND RELATED SERVICE(S)**  
**September 2025**

**1. GENERAL INFORMATION**

- 1.1 This Information Notice is aimed at providing to Users details related to the data collected in relation to the use of Vehicle and Related service, User's rights to this Data and related Data Holder's obligations.
- 1.2 The Data Holder of the Relevant Data Kia Connect GmbH, Theodor-Heuss-Allee 11, 60486 Frankfurt am Main, Germany.
- 1.3 Other Parties involved in data processing are entities of Hyundai Motor Group, in particular Hyundai Motor Company 12, Heolleung-ro, Seocho-gu, Seoul 06797, Republic of Korea and 42dot Co. Ltd, 20 Changpeop-ro 40beon-gil, Sujeong-gu, Seongnam-si, Gyeonggi-do, Republic of Korea 1344, providing technical support to Data Holder subject to separate agreements.
- 1.4 In case of discrepancies between this Information Notice and Agreement on Data Access and Use (as defined below), the Agreement on Data Access and Use prevails.

**2. DEFINITIONS**

**"Agreement on Data Access and Use"** – means agreement between the Data Holder and the User, as further described in section 4.

**"Kia Connect service"** – related service available to Users of Kia vehicles, subject to the Kia Connect [Terms of Use](#) and [Privacy notice](#)

**"Business user"** – User who uses the Product and /or Related Service for the purposes related to User's business activity

**"Data Act"** or **"DA"** – Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonized rules on fair access to and use of data.

**"Data Act Information Notice"** or **"Information Notice"** – this information notice provided to the user of Product and/or Related Service under art. 3.2 and 3.3 of the Data Act.

**"Data Holder"** – Kia Connect GmbH

**"Data Protection laws"** – GDPR as well as any other legal regulations related to data protection and privacy, applicable to either of the Parties.

**"GDPR"** – the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of data, and repealing Directive 95/46/EC (General Data Protection Regulation)

**"Kia Affiliate"** – any entity controlled by, controlling or under common control of the Data Holder.

**"Privacy notice"** – applicable [Privacy notice](#) of Kia Connect

**"Private user"** – any User who is not a Business User

**"Related service"** – means a digital service other than an electronic communication service, including software which is connected with the Vehicle in such a way that its absence would prevent the connected product from performing one or more of its functions, or which is subsequently

connected to the product by the manufacturer or a third party to add to, update or adapt the functions of the connected product.

**“Relevant Data” or “Data”** – the data collected or generated by the Product or Related Service, which is not directly accessible to the User, that the Data holder lawfully obtains or can lawfully obtain from the Product or Related Service, without disproportionate effort going beyond a simple operation, further specified in the Annex 1, including relevant metadata. If, during terms of Agreement on Data Access and Use, new data is made available to the User, Appendix 1 will be amended accordingly.

**“User”** – means a natural or legal person that owns the Product or to whom temporary rights to use that Product have been contractually transferred, or that receives Related service.

**“Vehicle” or “Product”** – any Kia vehicle which has been placed on the EU market which obtains, generated or collects data concerning its use or environment and that is able to communicate product data via an electronic communications service, physical connection or on-device access, and whose primary function is not the storing, processing or transmission of data on behalf of any party other than the User.

### 3. SCOPE OF DATA

- 3.1 The Vehicle, as well as the Related Service, generate Data which is directly accessible to the User (directly accessible data) or is or can be lawfully and without disproportionate effort obtained from the Vehicle or Related Service by the Data Holder (readily available data).
- 3.2 The annex no 1 to this Information notice includes:
  - (a) Indication of Relevant Data including its type, format and estimated volume;
  - (b) Indication whether the Relevant Data is generated continuously and in real time
  - (c) Indication whether the Relevant Data is stored in the Vehicle or on a remote server, including the retention period;
  - (d) Indication whether or not the Data constitutes a trade secret of the Data Holder or a third party.

### 4. AGREEMENT ON DATA ACCESS AND USE

- 4.1 Data Holder uses the Relevant Data:
  - (a) in relation to non-personal data, based on the agreement:
    - (i) with the Business User, concluded at the moment of signing of such agreement by both Parties or Business User's acceptance of General Terms of data access and use for Business Users;
    - (ii) with the Private User, concluded at the moment of acceptance of Kia Connect [Terms of Use](#), accordingly;
  - (**“Agreement on data access and use”**)
  - (b) in relation to personal data, as required for the provision of specific service, legal requirements or other legitimate interests pursued by either of the Parties, as described in applicable Privacy notice.
- 4.2 The Agreement on Data Access and Use is concluded for as long as the User owns the Product, holds the temporary rights to use the Product or receives Related Service. The Agreement on Data

Access and Use terminates Upon the destruction of the Product or permanent discontinuation of Related Services, or when a Product or Related Service is otherwise put out of service or loses its capacity to generate the Data in an irreversible manner.

- 4.3 Private User can terminate the Agreement on Data Access and Use under conditions specified in the this Agreement as well as in any case, by permanently deactivating Related Service in the Vehicle.
- 4.4 Business User can terminate the Agreement on Data Access and Use under conditions specified in the Agreement.
- 4.5 Data Holder cannot terminate the Agreement per convenience, but can discontinue to provision the Related Service under the conditions specified in the terms of this Related Service.

## **5. PURPOSES OF DATA USE**

- 5.1 Data Holder intends to use the Data for the Purposes specified in the Agreement on data use. As a matter of principle, and unless the Parties have agreed otherwise, those Purposes include:
  - (a) provision of services on behalf of the Business User and Private Users, as described in respective agreements,
  - (b) providing support, warranty, guarantee or similar services or to assess Business User's, Private Users' or third party's claims related to the Product or Related Service
  - (c) monitoring and maintaining the functioning, safety and security of the Product or Related Service and ensuring quality control
  - (d) improving the functioning of any product or related service offered by the Data Holder or Kia affiliate to the Users;
  - (e) analysis of the data and aggregating it with other data or creating of services data for the purpose of provision of improvement of services offered to the Users by the Data holder;
  - (f) developing new products or services, including artificial intelligence (AI) solutions, by the Data Holder or third parties act on behalf of the Data Holder or in collaboration with such other parties;
  - (g) aggregating these Data with other data or creating of derived data, for any lawful purpose, including with the aim of selling or otherwise making available such aggregated or derived data to third parties, provided such data do not allow specific data transmitted to the Data Holder from the connected product to be identified or allow a third party to derive those data from the dataset.

## **6. ACCESS TO DATA**

- 6.1 The User can access the Data in the manner described in annex 2 to this Information notice.
- 6.2 When requesting the Data, the User may be required to demonstrate the right to Data under the Data Act, namely:
  - (a) The proof of ownership of the vehicle OR
  - (b) The proof of lease or other title for temporary use of the vehicle OR

- (c) The proof of other rights to use the Related service.
- 6.3 When the User is not the legal owner of the vehicle, the request for Data should be submitted via the owner of the Vehicle.
- 6.4 Prior to granting access to data, Data Holder may request that technical and organizational security measures are applied to secure the Data.
- 6.5 In relation to personal data, when the scope of requested Data includes personal data, the GDPR applies. The User may be requested to demonstrate the legal basis for processing of personal data, unless the User is the data subject in the meaning of GDPR and only requests the personal data pertaining to him- or herself.
- 6.6 We may refuse the access to the Relevant data, where disclosure of data (or any further processing of data) could undermine security requirements of the Product, as laid down by national or EU law, resulting in a serious adverse effect on the health, safety or security of natural persons.
- 6.7 Additionally in exceptional circumstances, where the User is not able to assure sufficient security of Relevant data classified as trade secret, or in case where the disclosure of such Relevant data could cause, with high likelihood, a serious economic damage to the Data Holder, the Data Holder may refuse granting the access to Relevant data.
- 6.8 In case where the access to data or sharing of data with a third party is refused, the Data Holder is obliged to notify the User and the competent authority accordingly.

## **7. DATA ERASURE**

The Data is retained for as long as it is necessary to meet Data Holder's obligations under the Terms of Use of Related Service, in compliance with applicable data protection laws, and is dependent on the type of data and the purpose of the use case. Once the purpose has been fulfilled and there are no retention obligations, the data is deleted. To the extent the Data constitutes personal data, the retention periods specified in the applicable Privacy Notice apply.

## **8. SHARING OF DATA WITH A THIRD PARTY**

- 8.1 The User may request from the Data Holder that the Data is shared with a 3<sup>rd</sup> party indicated by the User.
- 8.2 The User may also instruct a 3<sup>rd</sup> party to request the Data on User's behalf. In such case, the Data Holder shall conclude a separate data sharing agreement with such 3<sup>rd</sup> party and will be entitled to verify the validity and completeness of the request provided by the 3<sup>rd</sup> party. Data Holder can decline the request coming from a 3<sup>rd</sup> party in case where:
  - (a) There is no data sharing agreement concluded between Data Holder and the 3<sup>rd</sup> party;
  - (b) The validity and/or completeness of the User's request could not be reliably confirmed;
  - (c) 3<sup>rd</sup> party does not provide sufficient guarantees for data security when the Data to be shared constitutes a trade secret of Data Holder or another party;
  - (d) in case and to the extent where processing of requested data could undermine security requirements of the Product, as laid down by national or EU law, resulting in a serious adverse effect on the health, safety or security of natural persons;
- 8.3 Chapter 6 applies accordingly to sharing of Data with 3<sup>rd</sup> party.

- 8.4 The User may at any time withdraw their instruction to share the Data with a 3rd party. Withdrawal of such instruction shall be communicated via Privacy center of the mobile app of the Data Holder (if provided) or by means indicated in section 9.
- 8.5 In case where the access to data or sharing of data with a third party is refused, the Data Holder is obliged to notify the User and the competent authority accordingly.

## **9. COMMUNICATION**

- (a) Via Kia's [Customer Support page](#) or
- (b) Via email at [info\[at\]kia-connect.eu](mailto:info[at]kia-connect.eu)

## **10. RIGHT TO LODGE A COMPLAINT**

The User is entitled to lodge a complaint alleging an infringement of the Data Act, chapter II, to the competent authority. The list of Data Act competent authorities is included in Annex 3.

## **11. MODIFICATIONS OF INFORMATION NOTICE**

- 11.1 Data Holder may modify this Information Notice, including its Annexes, if this is objectively justified by the normal conduct of business of the Data Holder, including i.e. technical modification, organizational changes, business process changes, security reasons and similar.
- 11.2 The Data Holder will notify the User of such changes as specified in the Agreement on Data Access and Use.

## Annex no 1: DATA SCOPE

As our vehicles come in many types and equipment variants, it is not possible to provide detailed descriptions for each individual model. To ensure transparency and clarity, we provide the following general information. Please contact us in case of specific data requests.

Type of data	Format	Access	Estimated volume	Is data generated continuously and in real time?	Collection frequency	Storage	Trade secret
Get Battery Charging Status	JSON	readily available (access per request)	10KB	CCS 1.0 : Not continuously and in real time CCS 2.0 : continuously and in real time	CCS 1.0 : end of driving CCS 2.0 : 1 minute	remote server	no
Get Powertrain Status	JSON	readily available (access per request)	10KB	CCS 1.0 : Not continuously and in real time CCS 2.0 : continuously and in real time	CCS 1.0 : end of driving CCS 2.0 : 1 minute	remote server	no
Get Location info	JSON	readily available (access per request)	10KB	CCS 1.0 : Not continuously and in real time CCS 2.0 : continuously and in real time	CCS 1.0 : end of driving CCS 2.0 : 1 minute	remote server	no
Get Vehicle Operation Status	JSON	readily available (access per request)	10KB	CCS 1.0 : Not continuously and in real time CCS 2.0 : continuously and in real time	CCS 1.0 : end of driving CCS 2.0 : 1 minute	remote server	no
Get Vehicle status	JSON	readily available (access per request)	10KB	CCS 1.0 : Not continuously and in real time CCS 2.0 : continuously and in real time	CCS 1.0 : end of driving CCS 2.0 : 1 minute	remote server	no
Get Freezer Status	JSON	readily available (access per request)	10KB	CCS 1.0 : Not continuously and in real time CCS 2.0 : continuously and in real time	CCS 1.0 : end of driving CCS 2.0 : 1 minute	remote server	no
Get Powertrain Data	JSON	readily available (access per request)	200KB	Not continuously and not in real time	end of driving	remote server	no
Get Speed Data	JSON	readily available (access per request)	300KB	Not continuously and not in real time	end of driving	remote server	no

Get Vehicle Operation Data	JSON	readily available (access per request)	600KB	Not continuously and not in real time	end of driving	remote server	no
Get Vehicle Data	JSON	readily available (access per request)	600KB	Not continuously and not in real time	end of driving	remote server	no

Detailed information about data points and APIs available [here](#).

The Data is retained for as long as it is necessary to meet Data Holder's obligations under the Terms of Use of Related Service, in compliance with applicable data protection laws, and is dependent on the type of data and the purpose of the use case. Once the purpose has been fulfilled and there are no retention obligations, the data is deleted.

To the extent the Data constitutes personal data, the retention periods specified in the applicable Privacy Notice apply.

## Annex 2: ACCESS TO DATA

### Private Users - *For individual vehicle owners, drivers, and lessees*

As a private user, you can obtain the access to readily available Data via Kia's [Data Access Request form](#) and selecting "Data request".

We can share your data with third parties of your choice. The 3<sup>rd</sup> party would request an integration to Vehicle Data APIs. Once integration is done between Kia Connect and 3<sup>rd</sup> party, you will be able to approve or reject 3<sup>rd</sup> party data sharing requests via app or web application of the 3<sup>rd</sup> party. You would be able to revoke your approval at any time via Kia app under preference center > My profile > Privacy center > My Vehicles > Vehicle > Partner services. Please note that you must be a master user to approve or reject data sharing requests from 3<sup>rd</sup> parties.

### For Developers & Third Parties & Business Users

You can access data using Vehicle Data API. It is an open API for accessing vehicle data. It provides vehicle status information and basic data for Hyundai, Kia, and Genesis vehicles whose owners have given consent to share their vehicle data. Vehicle status information includes charging status, powertrain status, vehicle location, driving status, current status based on vehicle sensors, and climate control status. Vehicle basic data includes fundamental powertrain data, speed-related basic data, driving-related basic data, and basic data derived from vehicle sensors. The data provided for each vehicle type and model can be found in [API Compatibility](#)

To use the Vehicle Data API, you must first apply for access. You can find detailed instructions [here](#).

Please note that the Vehicle Data API uses an OAuth 2.0-based token authentication method. To use the API, you must obtain an **access token** based on client credentials and include this token in the Authorization header of all subsequent requests.

If you have any questions, you can contact us via contact form [here](#) or via email at [info\[at\]kia-connect.eu](mailto:info[at]kia-connect.eu)

### **Annex 3: Competent authorities**

The expected competent authority for all matters relating to the implementation of the Data Act, including, in particular, providing information to the public on issues relating to the implementation of the Data Act, handling all general and specific complaints, and national supervision of the application and enforcement of the Data Act is

Bundesnetzagentur Bonn  
Tulpenfeld 4, 53113 Bonn

Telefon 0228 14 - 0  
Fax 0228 14 - 8872  
E-Mail: [info@bnetza.de](mailto:info@bnetza.de)