

## TERMS OF USE – IN-CAR PAYMENT

### 1. SCOPE OF APPLICATION AND DESCRIPTION OF IN-CAR PAYMENT

#### 1.1 Scope of these Terms of Use and Contracting Parties

These Terms govern the provision of In-car Payment to the user of the services ("you"). In-car Payment is provided to you by Bluelink, registered under HYUNDAI MOTOR INDIA LIMITED, a company incorporated under the laws of India, and having its Registered Office at Plot No. H-1, SIPCOT Industrial Park, Irrungattukottai, Sriperumbudur Taluk, Kancheepuram District, Tamil Nadu-602117 and its Corporate Office at Plot C-11 & 11A, City Centre, Urban Estate, Sector-29, Gurugram, Haryana, 122022; email: [crsales@hmil.net](mailto:crsales@hmil.net) or [crservice@hmil.net](mailto:crservice@hmil.net) ("Hyundai"; "we"; "us"; "our").

#### 1.2 Description of In-car Payment

In-car Payment allows you to easily initiate the purchase of EV services from inside your vehicle. The EV services available through In-car Payment are provided by third party traders ("merchants") which are independent from Hyundai.

In-car Payment facilitates payment for EV services purchased from the merchants by allowing you to use the payment information you have stored in Hyundai Pay.

Before you can use In-car Payment, you need to complete the signup process outlined below (section 2).

#### 1.3 Role of Hyundai and the merchants

Please note that Hyundai has entered into separate contracts with merchants for providing and integrating their respective EV services on the Bluelink app of Hyundai. Any availment of such services from any such merchant by you, even though through the Bluelink App, will constitute a separate and distinct contract directly between you and the merchant. The In-car Payment service (only) allows you to find merchants and their respective offers. After the purchase, you can initiate payment to the merchant using your preferred payment method stored in Hyundai Pay. Hyundai is not a party to the contract concluded between you and the merchant. Hyundai neither provides the goods and/or service that you order from the merchant nor is Hyundai involved in the payment process and merely acts as a facilitator. The actual payment processing will be done by the respective merchant's payment service provider.

## **2. PREREQUISITES FOR USING AN IN-CAR PAYMENT-ENABLED SERVICE**

In order for you to be able to use In-car Payment, you have to meet the following prerequisites:

- An active Bluelink subscription;
- An active Hyundai Pay account;
- Successful registration for In-car Payment as described below (see 2.1).

### **2.1 Register for In-car Payment**

Before using In-car Payment, you have to register for the In-car-Payment service in your Bluelink App. Registration for In-car Payment requires the acceptance of the current terms of use of In-car Payment (these terms) and those of at least one merchant (e.g. myHyundai EV Charge), via the Bluelink App.

When submitting the registration form in the Bluelink App by clicking "Confirm" in the In-car Payment registration process, a contract is concluded (i) between you and Hyundai for the use of the In-car Payment service, and (ii) between you and the respective merchant (e.g. Electreefi) for the use of the merchant's services (please see the merchant's terms of use for further details). There is no right to conclude such contract as set out under (i) and (ii).

### **2.2 Link a vehicle to In-car Payment**

Each vehicle in which In-car Payment shall be used must be linked to the In-car Payment service. This is necessary due to the fact that there may be more than one vehicle linked to your Bluelink account and you may wish to use In-car Payment only with selected vehicles. When linking a vehicle, you are requested to enter additional information that is necessary to use specific services; the license plate number to make it possible for the merchants (such as charge point operators) to identify your vehicle and corresponding purchases (such as charging sessions).

### **2.3 Select a payment method from Hyundai Pay**

To use In-car Payment, you have to select a payment method from your Hyundai Pay account which you want to use to pay for the services purchased using In-car Payment. If you have not yet registered a payment method in Hyundai Pay, you will be guided through the registration process for Hyundai Pay and/or the process for adding a payment method to Hyundai Pay. Please see the Hyundai Pay Terms of Use during the registration process for further details.

### **2.4 Add one or more merchants for use with In-car Payment**

Before making purchases at a specific merchant (such as paying for refuelling, etc.) you have to add the respective merchant to your In-car Payment account. The first merchant will be added in the course of registering for In-car Payment (see Section 2.1 above); you can add further merchants later on as they are made available. In this process, you will be asked to agree to the respective merchant's terms of use and to acknowledge the merchant's privacy notice. This is required because the actual services you purchase will be provided under a direct contract between you and the merchant (see also Section 3 below).

### **3. USE OF IN-CAR PAYMENT, RELATIONSHIP WITH MERCHANT, PAYMENT PROCESSING AND INVOICING**

#### **3.1 Roles of Hyundai and merchant**

In-car Payment only serves to facilitate the conclusion of the contract with the merchant and to make it easier for you to provide the payment information to the merchant.

The contract under which the services shall be provided is concluded directly between you and the merchant, subject to the merchant's terms and conditions and data protection information for the respective goods and/or service.

The merchant is also responsible for (i) providing the purchased services to you, for (ii) furnishing you with an invoice for the services you purchased and for (iii) for settling any payments due by charging the payment method provided by you through the payment information you selected from Hyundai Pay (cf. Section 0).

In order to add further merchants (as may be made available by Hyundai from time to time) (such as Electreefi) to In-car Payment, you have to accept all the terms and policies provided to you by the merchant. The applicable terms and conditions will be provided to you in the course of the linking process (see Section 0 above).

#### **3.2 Initiating a purchase using In-car Payment**

You will be notified in your vehicle's head unit when you can use an In-car Payment-enabled service. The services available to you will be displayed in order of closest distance to your current location. In case of equal distance, the order will be determined by alphabetical order.

By clicking on the respective service, you will be provided with further details on the goods and services offered, the purchasing options and payment conditions as well as any other information relevant to the purchase of the respective merchant's goods and services. By pushing the interface "Pay", you submit a binding offer to conclude a purchase contract with the merchant to the merchant. The purchase contract will come into effect when the merchant accepts your offer.

The information displayed in the course of this process is provided by the respective merchant; please contact the respective merchant should you have any questions in this regard.

### 3.3 Payment for purchases initiated using In-car Payment

The EV charging fee is paid using prepaid wallet, "My Wallet", which the user has registered with Hyundai Pay. When creating a Wallet, users must complete identify verification through an OTP (One-Time Password) received via SMS, following the KYC(Know-Your-Customer) process. An OTP verification is also required to issue a token for using the prepaid wallet. Additionally, when recharging the Wallet's balance, users must go through an authentication process depending on the payment method.

To use the ICP service from the vehicle, the Wallet balance must be greater than INR 350. To use the ICP service for EV charging, the Wallet balance must also exceed the estimated charging fee. The EV charging fee includes GST (Goods and Services Tax) and may also include a deposit depending on the charging station. The deposit will be fully refunded to the Wallet balance upon completion of the charging session. The final amount deducted from the prepaid wallet will be the EV charging fee, including taxes.

Charging stations that support the ICP service can be searched through the Navigation or ICP menu. When you arrive at a charging station that supports the ICP service, a popup screen will appear with instructions for using the ICP service, and you can start EV charging from there. To access this screen, the Wallet balance must be at least INR 350. If the balance is insufficient, you can recharge you Wallet balance with a credit card or other payment methods through the Bluelink app > ICP menu. There are three recharging methods: (1) based on battery level, (2) based on amount, and (3) based on time. The default setting is "Full" based on the battery level.

After selecting the charging method, click the "Pay" button to start the EV charging session. Then, exit the vehicle, find the charger connector at the station, and connect it to the vehicle's charging module to proceed with charging. After making a payment request for charging, the connector must be plugged in within 3 minutes for the charging to proceed properly: if 3 minutes pass, the EV charging session will be automatically cancelled, the estimated EV charging fee will be immediately refunded. While charging is in progress, you can check the current EV charging status not only in the Bluelink app but also in the Bluelink app > ICP menu.

Once charging is complete, disconnect the connector from the vehicle, return the connector to its proper place at the charging station, and then leave. If the charging is successfully completed, the amount charged (including taxes) will be deducted from the Wallet upon the end of the charging session. You can view the transaction details in the Bluelink app > ICP menu

### 3.4 Invoicing

Invoices for the goods and services purchased through In-car Payment will be issued directly by the respective merchant. It is the merchant's responsibility to provide you with a proper invoice. For your convenience, Hyundai may offer an overview of the transactions you carried out with a certain merchant in the Bluelink App.

## 4. COSTS FOR IN-CAR PAYMENT

In-car Payment is provided free of charge to you as a user.

Any fees due for the goods and services you purchase using In-car Payment are determined by the respective merchant and are governed by the merchant's Terms of Use.

Please note that fees may be charged by your card's issuing bank for the provision and use of your credit card. These are based on your usage agreement with the card's issuing bank.

## 5. YOUR OBLIGATIONS AS A USER; INDEMNIFICATION

5.1 You are not permitted to use In-car Payment for any fraudulent, unlawful, or abusive purposes, or in any way that is not described in this agreement or other materials provided by us to you, or that interferes with our provision of In-car Payment to you or to our other customers.

5.2 You undertake not to abuse, misuse, or take any action or inaction that damages our business operations, services, reputation, employees, or facilities. In case of your intentional or negligent misuse, abuse or damaging action or inaction by you, including the provision of illegal content, you agree to indemnify, defend, and hold us harmless from and against any and all costs, expenses (including all court and attorneys' fees in the statutory amount), losses, damages, and other liabilities which arise from or are in connection with a claim or demand that any third party makes against us arising in whole or in part from that use or misuse, or your actions or failure to act. The claim for indemnification does not exist if the user is not responsible for the infringement.

5.3 No use of the payment function by third parties

You must not disclose your PIN set or other In-car Payment access credentials to any third parties, except for authorized representatives acting in your name who shall undertake not to disclose your access credentials to any unauthorized third parties.

You are responsible for protecting your Bluelink account, In-car Payment, and credit card/bank account details from unauthorised access by third parties. You are responsible for ensuring that no unauthorized third parties watch you enter your details when you use the payment function. Hyundai is not responsible for any damage caused by third parties obtaining and possibly using your access credentials or credit card data through your negligence.

## **6. CONTENT MODERATION; MEASURES AGAINST ILLEGAL CONTENT AND MISUSE; INTERNAL COMPLAINT-HANDLING SYSTEM**

- 6.1 Hyundai is not obliged to monitor the content provided by you or by the merchants or any other third party or to actively investigate circumstances that indicate any content that infringes statutory law or any third-party rights or these terms ("**illegal content**"). However, Hyundai reserves the right to examine the content provided by you or any other third party voluntarily and on its own initiative and dutiful discretion and to take other measures to identify and remove illegal content or to block access to illegal content or to take the necessary measures against you or the third party to comply with legal requirements. Hyundai uses various procedures and tools to detect and moderate illegal content, amongst others automatic filter mechanisms and manual checks. Hyundai reserves its right to report such Illegal Content to the relevant authorities.
- 6.2 In particular, Hyundai is entitled to delete any third-party content in whole or in part or to delay or not publish such content if there are concrete indications that this constitutes illegal content. In such a case, Hyundai may also temporarily suspend and/or or permanently block you or any third party from using In-car Payment. When choosing the appropriate measure, Hyundai will take into account your or the respective third party's legitimate interests, in particular whether you or the third party are at fault for the violation.
- 6.3 In the event that you or a third party frequently provide manifestly illegal content, Hyundai will suspend the provision of In-car Payment to you or the third party for a reasonable period of time after prior warning. The decision to suspend your or the third party's In-car payment services, will be the sole discretion of Hyundai and will be evaluated on a case-by-case basis.

## **7. CHANGES TO THESE CONDITIONS**

Hyundai will offer you changes to these Terms of Use no later than two months before the proposed new Terms of Use come into effect by displaying the new terms in In-car Payment. The amended Terms of Use will take effect only if you accept them by clicking the relevant "Accept" button in the Bluelink app.

If you do not accept the proposed amended Terms of Use, we reserve the right to terminate the agreement for the use of In-car Payment from the time that the amended Terms of Use enter into effect or at any time thereafter.

## **8. TERM AND TERMINATION**

### **8.1 Start of contract and term**

This contract commences when you first register for In-car Payment (cf. Section 2.1). The contract ends automatically when your contract on the use of Bluelink ends, unless terminated earlier in accordance with the provisions in this section.

### **8.2 Termination**

This agreement for the use of In-car Payment may be terminated by you and by Hyundai at any time with one month's notice to the end of a calendar quarter.

Hyundai may also terminate this agreement if you do not accept an amendment to these terms of use, see Section 7.

The statutory rights of termination and in particular the right to terminate for good cause remain unaffected. Good cause for termination by Hyundai exists in particular if you breach your user obligations as set out in Section 6.

## **9. LIABILITY**

Hyundai's liability for damages, irrespective of the legal grounds (in particular in the case of delay, defects, or other breaches of duty), is limited to the foreseeable damage typical for the contract.

The above limitation of liability does not apply to Hyundai's liability for wilful misconduct or gross negligence, for guaranteed characteristics, for injury to life, body, or health or under the Product Liability Act.

## **10. CUSTOMER SUPPORT**

- 10.1 In case of questions or complaints, you may contact us at Bluelink Connect Centre: Phone – 18002584645; Email - [bluelink@hml.net](mailto:bluelink@hml.net)

## **11. MISCELLANEOUS**

- 11.1 All agreements between Hyundai and you are concluded in English language version. The text of the contract concluded between you and Hyundai (these Terms of Use) will be available for you to view under the “Settings” page of In-car Payment menu in Bluelink app (Bluelink->More->In-car Payment-> Settings)
- 11.2 Any dispute arising out of the usage of the In-car payment services and/or in relation to the context, interpretation and applicability of these terms of use shall be governed by the laws of India and courts at Gurugram shall have exclusive jurisdiction to adjudicate such a dispute to the exclusion of any other jurisdiction that may be vested as per Applicable Law.
- 11.3 These Terms of Use are the entire agreement of the Parties with respect to the subject matter of the use of In-car Payment and supersede all prior agreements, written or oral, between the Parties with respect to the subject matter. These Terms of Use supplement the terms of use for Bluelink and for Hyundai Pay and these Terms of Use prevail in cases of conflicts.
- 11.4 Deviating, conflicting or supplementing terms and conditions of the user shall only govern the use of In-car Payment if explicitly accepted by us in writing.
- 11.5 Any amendments and additions to these Terms of Use as well as notifications necessary for their execution require text form (including email, fax, or confirmation in the Bluelink App) to be effective. This text form requirement can be overruled in text form only.
- 11.6 We are entitled to assign our rights and duties under this agreement to another service provider either in full or in part by providing six weeks' notice to you. In this case, however, you shall be entitled to terminate the agreement within one month after receipt of the written notification effective at the time of the intended assignment of the agreement to the company which is taking over from Hyundai in the agreement. We shall expressly inform you of this right of termination in the written notification.

For the avoidance of doubt, this right is without prejudice to your right to terminate the Terms of Use and thereby the right to use In-car Payment