

**KUS Survey Guidelines**  
(Published January 29, 2021)

These Survey Guidelines (the “Guidelines”) address the obligations of authorized Kia dealers (each, a “Dealer”) concerning the customer satisfaction survey process.

Each KUS customer satisfaction survey (a “Survey”) is intended to elicit candid feedback from a Kia customer (a “Customer”) regarding their sales or service experience, so that strong performance can be recognized, and deficiencies can be identified, addressed and rectified by Dealers. All Surveys must be filled out by the Customer, on their own computer or other personal device, away from Dealer’s Kia facility and without any coercion, manipulation, or tampering.

Dealer must always submit accurate and truthful information to KUS, including, but not limited to, Retail Delivery Records (RDRs) and Repair Orders (ROs) that are complete and accurate. Dealer must also obtain accurate information from each Customer, including an accurate, valid and current email address, to enable the delivery of a Survey to the Customer.

Dealer must not take any action that (i) prevents or obstructs accurate Customer feedback and/or the sending, receipt or scoring of Surveys, or (ii) results in the submission of inaccurate, incomplete, false, and/or fraudulent information to JD Power & Associates (JDPA) or KUS.

Without limiting the foregoing, the following provides examples of actions that are unacceptable and constitute violations of these Guidelines:

- The submission of an inaccurate email address to prevent a Customer from receiving or completing a Survey.
- Any Dealer coercion, pressure and/or incentive (financial or otherwise) for a Customer to provide Dealer with a positive Survey score.
- The completion of a Survey by a person other than the Customer.
- The completion of a Survey by a Customer while at Dealer’s Kia dealership. Customers must not be asked to complete surveys while at the dealership. Surveys cannot be filled out using a device at the dealership or while on the dealership’s wired or wireless internet network connection.
- The completion of a Survey from a dealership’s e-mail address, the dealership’s IP address, or use of a device registered with an RA digital fingerprint that signifies the Survey was taken with a device that had accessed the Kia survey platform.

### Flagging of Suspicious Surveys

Surveys may be flagged for review and removal if, for example, Surveys are found to have duplicate email addresses, duplicate IP addresses, and/or duplicate digital fingerprints or RA digital fingerprint. Digital fingerprints are unique to devices based on a propriety set of identifiers. Surveys with the same digital fingerprint indicate that those surveys were taken on the same device. An RA digital fingerprint signifies the Survey was taken with a device that had accessed the Kia survey platform, and such Surveys will be considered invalid.

A Survey that is flagged for review (a “Flagged Survey”) will not be counted towards a Dealer’s customer satisfaction score – or the Dealer’s Reach Rate, Email Capture Rate, Survey Counts, and other related metrics – unless and until Dealer has provided an explanation that establishes, to KUS’s satisfaction, that the Survey has been completed in accordance with these Guidelines and is otherwise valid.

When a Survey is flagged for review, that status will be noted in the record pertaining to such Survey on the “GoalLine” survey platform (the “Platform”). On that Platform, Dealers can access a report listing the Flagged Surveys and providing specific information regarding such Surveys, including, for example, the relevant email address, IP address and/or digital fingerprint. The report is available under the “Surveys Flagged For Review” tab on the Platform.

It is incumbent on every Dealer to review all Survey information on the Platform on a daily basis and to investigate any Surveys in “Flagged For Review” status. Once a Flagged Survey has been posted to the Platform, a Dealer has seven (7) calendar days from such posting (the “Seven-Day Period”) to submit any and all information to KUS relating to the Survey, including, but not limited to, (i) any explanation for why Dealer contends that the Survey should be counted, and/or (ii) to the extent Dealer concedes that the Survey is invalid, information identifying any Dealer employee(s) who were involved in the submission of the Survey and/or any false information relating to such Survey. Such explanation and information must be submitted in writing to the KUS District Sales Manager (for sales Surveys) and the KUS District Parts & Service Manager (for service Surveys).

In the event that Dealer fails to submit a written response to KUS relating to a Flagged Survey within the Seven-Day Period, or in the event that Dealer’s response does not establish to KUS’s satisfaction that such Survey is valid and compliant with these Guidelines, the Survey shall remain excluded from the calculation of Dealer’s customer satisfaction score, Reach Rate, Email Capture Rate, and any other performance metrics affected by the survey’s removal. Such exclusion is without limitation of any other rights or remedies that KUS may have relating to the submission of false information by Dealer and/or Dealer’s failure to comply with these Guidelines.

In all cases, the question of whether a Survey is counted towards Dealer’s customer satisfaction score and/or reach rate shall be made by KUS in its sole judgment.

### Customers Eligible To Be Surveyed

On behalf of KUS, a vendor surveys a broad sampling of Kia sales and service customers. For sales, all individuals who have purchased a new car at retail are eligible to be surveyed, unless such purchaser has opted out of the survey process and or such purchase falls into an exclusion described below.

For service, a Customer who brings their vehicle into Dealer for customer pay (CP) or warranty work is eligible to be surveyed if they (i) acquired their Kia vehicles within the last five years, and (ii) have not been surveyed within the last 60 days, unless such customer has opted out of the survey process or falls within one of the exclusions described below.

At all times Dealers must submit accurate information to KUS and otherwise comply with these Guidelines to ensure that only persons eligible to be surveyed complete and submit Surveys.

### Dealership Employees

If a Dealer employee purchases a new vehicle from the dealership at which they work or has their own vehicle serviced at such dealership, the employee must provide a personal home e-mail address where the Survey invitation can be sent. The Survey must also be taken using the employee's personal computer or device outside of the dealership premises. No Survey that is completed from a dealership's e-mail address, the dealership's IP address, or registered with an RA digital fingerprint that signifies Survey was taken with a device that had accessed the Kia survey platform, will be considered valid.

Except for Surveys that are completed in accordance with the foregoing terms and conditions, no Dealer employee may participate in the completion of a Survey.

### Customer Pay, Warranty, and Internal ROs:

- Service customers listed on any Dealer repair order (RO) with an amount greater than zero (\$0) for either CP or Warranty pay type will be surveyed (except for MPG campaign CS009 within Op Code Description field, PDIs, and body repair work).
- For internal complimentary services, service customers listed on records with KES1 within the Op Code Description or Dealer Op Code fields within DMS extracted data will be surveyed.
- Service customers listed on internal ROs with identified part numbers for complimentary oil changes in Parts field within DMS extracted data will be surveyed.

### Rental/Fleet, Used Car Dealers, and Auction Units:

- Only service customers listed on ROs who are the end-users of the vehicles are eligible to be surveyed. ROs written up for rental/fleet entities (i.e. Hertz, Enterprise, Avis, etc.), units at auction, or used car dealers (i.e. Carmax, etc.) are not eligible to complete Surveys. KUS has filters in place to remove these records but in the event that KUS learns that such a record became the subject of a Survey, such Survey will be excluded.

### Dealer New/Used Inventory Warranty Claim Submission:

- No vehicles in Dealer inventory are eligible to be the subject of a Survey.
- For warranty work on new/used dealer stock, Dealer must follow the “Service Policies and Procedures” manual (section screenshots provided below) for entering these claims to avoid having these records count against dealership’s E-mail Capture Rate.

#### **7.4.1 Claims Submission Procedures for New Vehicles in Dealer Stock**

ALL new car repairs performed on vehicles in dealer inventory require that the following information be entered in the customer name section of the warranty claim. This includes new, demo, used, rental, loaner vehicles, shuttle vehicles or parts delivery vehicles

- Customer first name: “NEW”
- Customer last name: “INSTOCK”

Do not enter dealership name in the customer name section of the warranty claim. Claims that are misrepresented or do not meet this requirement are subject to claim denial or chargeback.

#### **7.5.5 Warranty Claim Submission- Kia Dealer Used Cars**

All warranty eligible repairs for used vehicle in dealer inventory or recently sold used cars, are to be approved prior to performing the repairs and require PWA approval from the DPSM. The dealer is required to identify ALL used car repairs in dealer inventory by entering the following information in the customer name section of the warranty claim.

- Customer first name: Used
- Customer last name: In-Stock

Do not enter dealership name or previous customer name in the customer name section of the warranty claim. Claims that are misrepresented or do not meet this requirement are subject to claim denial or chargeback.

### Records; Consequences of Violations

KUS reserves the right to request, inspect, review and/or audit any sales, service, or other Dealer records relating in any way to an RDR, RO, and/or a Survey. In the event that KUS or its authorized agents/vendors requests any information from Dealer relating to a Survey, Dealer shall promptly and accurately respond to such request and shall provide any records, documents or other information requested by KUS or its authorized agents/vendors.

Any failure by Dealer to comply with these Guidelines may result in, among other things, the exclusion of a Survey from the calculation of a Dealer’s customer satisfaction scores (e.g.: SEI DLR, KSI, etc); the assigning of the lowest possible score to a Survey; the recalculation of customer satisfaction scores (SEIs, KSI, Email Capture Rate, Reach Rate, etc); the disqualification of Dealer and/or its employees from KUS programs; chargebacks for any bonuses or rewards paid to Dealer and/or its employees; and/or other remedies that KUS may have under the Kia Dealer Sales & Service Agreement and/or applicable law.

### Updates & Changes To Guidelines

KUS reserves the right to update and/or change these Guidelines at any time in its sole discretion and without prior notice. Dealers should regularly check the Platform and KDealer.com for such updates and related information.