



PORSCHE

Porsche Middle East and Africa FZE

Terms and Conditions

for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (incl. the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter referred to as **T&C**)

1. Scope and Definitions

- 1.1.** Porsche Middle East and Africa FZE, a company formed pursuant to Law No. (16) Of 2005 with Limited Liability and is registered before the Dubai Integrated Economic Zones Authority in Dubai Silicon Oasis under Service License No.25 and domiciled at Plot-29-911, Dubai Silicon Oasis, Dubai, United Arab Emirates P.O. Box 341356, landline +971 4 356 9911 (hereafter referred to as **PME or We**) operates under www.porsche.com
- (i) the My Porsche Portal (hereafter referred to as **My Porsche Portal**) and
 - (ii) various online marketplace functionalities (hereafter referred to as **Marketplace**) for the (i) sale of Porsche vehicles, parts, equipment and other vehicle related and vehicle independent products (hereafter referred to as **Products**) and (ii) provision of vehicle related and vehicle independent services (hereafter referred to as **Services**).

- 1.2.** **User** of the My Porsche Portal and the Marketplace may be, as defined below, (i) Customers and (ii) Sellers.

- 1.3.** **Customer** may be a (i) consumer pursuant to the South African Consumer Protection Act, 2008 (**CPA**), (ii) merchant or (iii) legal person under the CPA who purchases Products and/or Services.

- 1.4.** **Seller** may be
- (i) PME or
 - (ii) a third party seller (including other Porsche entities) (hereafter referred to as **Third Party Seller**),
- who provides Customers with their own Marketplace store, under which they provide and sell Products and/or Services.

- 1.5.** These T&C apply for
- (i) the use of the My Porsche Portal and the Marketplace pursuant to No. 2 by Customer, and
 - (ii) sales via the Porsche Connect Store pursuant to No. 3. These T&C shall also apply to all future transactions with Customer. The application of Customer's conflicting, deviating or supplementary terms and conditions shall be excluded, even if PME does not expressly object to such terms and conditions.

2. Conditions of Use of the My Porsche Portal and the Marketplace for Customers

2.1. Porsche ID-Contract for the Use of the My Porsche Portal

- 2.1.1.** In order to use the My Porsche Portal the conclusion of a Porsche ID-Contract entered into between Customer and PME is necessary. The Porsche ID-Contract is concluded (a) in connection with the vehicle purchase by incorporating these T&C into the separate vehicle purchase agreement, (b) by acceptance through registration on the My Porsche Portal or (c) by acceptance at the time of booking one or several Porsche Connect Services in the Porsche Connect Store as specified under No. 3 as a framework agreement for the provision, use and booking of Products or Services.

- 2.1.2.** The Porsche ID-Contract alone (that means without any purchasing of any Products or Services) does not impose any purchase obligation and/or payment obligation on Customer.

- 2.1.3.** The content of the Porsche ID-Contract is determined by these T&C, in each case in their most recent version at the time of the conclusion of the respective Porsche ID-Contract. PME may amend these T&C for legitimate reasons, in particular for legal, regulatory or security reasons. If PME amends these T&C after the conclusion of a Porsche ID-Contract, the changes will be valid as of acceptance by Customer.

- 2.1.4.** Customer is obliged (i) to provide accurate and truthful information about his/her person at the time of registration on the My Porsche Portal and (ii) in case of respective changes to correct without undue delay the information on the My Porsche Portal insofar such information are mandatory for the performance of the Porsche ID-Contract. Such mandatory information are marked as such when requested on the My Porsche Portal or on the Marketplace.

2.2. Transfer and Termination of Porsche ID-Contract

- 2.2.1.** A Porsche ID-Contract existing with a Customer may not be transferred to a third party without PME's approval.

- 2.2.2.** Customer and PME may terminate the Porsche ID-Contract as a whole at any time. PME is in particular entitled to exclude individual Customer from the My Porsche Portal and the Marketplace. The termination of the Porsche ID-Contract shall not affect any already concluded individual sale contracts for Products or Services between Customer and Seller. The termination of the Porsche ID-Contracts takes effect (i) in case the Customer has purchased any fixed-term Product or any fixed-term Service upon expiration of the remaining fixed-term or otherwise (ii) immediately.

- 2.2.3.** The termination of the Porsche ID-Contract may be made in writing, via email or via the My Porsche Portal via the function "**Delete Account**".

- 2.2.4.** A right of termination of the Porsche ID-Contract for cause remains unaffected by the aforementioned provisions.

2.3. Use of the Marketplace by Customers

- 2.3.1.** Customers with a Porsche ID-Contract may use the Marketplace. Customers without a Porsche ID-Contract may also use the Marketplace via the function "**Ordering as Guest**" (to the extent available).

- 2.3.2.** Customer may not use Products or Services for illegal purposes and Customer will not permit that third parties will do so. Customer is not entitled to process the data and information received during the use of the Marketplace for business purposes or to disclose such data and information to any third party for business purposes.

2.4. PME's Role and Performance of Contracts concluded on Marketplace

2.4.1. PME is the operator of the Marketplace. PME and Third Party Seller may sell Products and/or provide Services on the Marketplace. The Seller is indicated on the respective product detail page.

2.4.2. PME functions as mediator for transactions concluded between Customers and Third Party Seller for the sale of Products or Services. Any such contract is solely concluded between Customer and Third Party Seller. PME in particular does not act as a representative of any User, in particular of any Third Party Seller. Customer shall refrain from doing anything to create a false impression that it is endorsed by, partnering with, or acting on behalf of or for the benefit of PME. In particular, PME shall not be responsible and/or held liable for any contracts entered into between Customer and Third Party Seller. PME does not control nor verify the information which Third Party Seller or any Customer provide. For contracts entered into between Customer and Third Party Seller further terms may apply, such as terms of use or terms of sale, which are indicated on the respective product detail page.

2.4.3. In case of an order by Customer, PME shall notify the Third Party Seller and provide it with the transaction data (e.g. Customer's name) required for the conclusion and performance of the contract.

2.4.4. In case of any disputes arising from a contract for Products or Services, Seller and Customer must directly cooperate together to find a solution.

2.5. PME's Liability for the use of the Marketplace and the Porsche ID-Contract

2.5.1. PME accepts no liability for the accuracy and actuality of data and information provided by Customer and Third Party Seller.

2.5.2. TO THE EXTENT PERMITTED BY THE CPA, IN CASE OF SLIGHT NEGLIGENCE, PME IS LIABLE ONLY FOR VIOLATIONS OF MATERIAL CONTRACTUAL OBLIGATIONS (CARDINAL OBLIGATIONS). CARDINAL OBLIGATIONS ARE MATERIAL CONTRACTUAL OBLIGATIONS THE CONTRACT IS DEEMED TO IMPOSE ON PME ACCORDING TO ITS OBJECTIVES AND PURPOSE AND A BREACH OF WHICH JEOPARDIZES THE PURPOSE OF THE CONTRACT AND WHICH ARE DEEMED TO BE NECESSARY FOR DUE AND CAREFUL COMPLETION OF THE CONTRACT AND MAY WITH GOOD REASON BE PERMANENTLY RELIED ON BY CUSTOMER. THIS LIABILITY IS LIMITED TO THE TYPICALLY FORESEEABLE DAMAGE AT THE TIME OF ENTERING INTO THE CONTRACT.

2.5.3. TO THE EXTENT PERMITTED BY THE CPA, THE PERSONAL LIABILITY OF STATUTORY REPRESENTATIVES, AGENTS AND EMPLOYEES OF PME FOR DAMAGES CAUSED BY SLIGHT NEGLIGENCE IS ALSO LIMITED TO THE EXTENT DESCRIBED IN NO. 2.5.2.

2.5.4. The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the CPA and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent PME has assumed a guaranty.

2.5.5. Customer shall take all reasonable measures necessary to avert and reduce damages.

2.6. IP Rights

Notwithstanding the foregoing, Customer is obliged to respect and not to infringe on intellectual property rights, including but not limited to copyrights, designs, trademarks and patents, (hereafter referred to as **IP rights**) of PME, other Users and other third parties. Customer shall indemnify and hold harmless PME from all claims that other Users or other third parties assert against PME due to a violation of their IP rights insofar as Customer is responsible for such infringement. CUSTOMER ASSUMES THE COSTS OF THE NECESSARY LEGAL DEFENSE OF PME INCLUDING ALL COURT AND ATTORNEY FEES.

PME shall not be deemed to adopt any content relating to IP rights of third parties or other Users as its own.

2.7. Data Protection

We abide by our privacy policy which can be found at any time under [<https://connect-store2.porsche.com/za/en/t/privacy>].

2.8. Use of Data

2.8.1. Customer acknowledges that in connection with the use of the My Porsche Portal and the use of the Marketplace, in particular by purchasing Products or Services on the Marketplace, certain data - potentially also personal data - are collected in order to perform the respective contract for purchased Products or Services. It may for example be necessary depending on the purchased Product or Service for the provision of such Product or Service to collect the status of certain parts or to collect data on the environment and to analyze such data.

2.8.2. Customer acknowledges that PME may use data as indicated in No. 2.8.1 in an anonymized form for (i) the purpose of managing and improving the quality, safety, and security of Products or Services and (ii) for other commercial purposes. Such usage of data will be in compliance with applicable data protection law, including the Protection of Personal Information Act, 4 of 2013 (POPIA).

2.8.3. For the above purposes, such data may also be transferred to other Porsche entities and other third parties that are engaged by PME or other Porsche entities in this context and - to the extent such data is anonymized (see No. 2.8.2) - to other third parties.

2.9. Applicable Law and Jurisdiction

2.9.1. To the extent that the Customer is a merchant or a legal person not subject to the CPA, the High Court of South Africa is the non-exclusive forum for all disputes arising from contractual agreements entered into between Customer and PME.

2.9.2. For all disputes arising from or in relation to this contractual agreement, South African law applies. Despite the application of South African law, Customers who are consumers in terms of the CPA also enjoy the protection of the mandatory provisions of the law of the country, in which the consumer has its habitual residence and may lodge a complaint with the National Consumer Commission (NCC). The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the country, in which the consumer has its habitual residence, such as consumer protection laws, shall remain unaffected.

2.9.3. Information regarding the online dispute resolutions for consumer disputes or regarding alternative dispute resolution for consumer disputes can be found here: [[add link](#)].

2.10. Final Provisions

2.10.1. Customer may assign the rights arising from the parties' contractual relationship to third parties only with PME's written consent.

2.10.2. If a provision of these T&C is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.

3. Conditions of Sales via the Porsche Connect Store

3.1. General

3.1.1. On the Marketplace, PME provides the Customers with the Porsche Connect Store (hereafter referred to as **Porsche Connect Store**) in which PME provides (i) vehicle related and vehicle independent services (hereafter referred to as **Porsche Connect Services**) and (ii) possible further products and services (hereafter referred to as **PME Products**).

3.1.2. In addition to the foregoing provisions, this No. 3 applies for the use of the Porsche Connect Store, the booking and use of Porsche Connect Services as well as the purchase and possible use of PME Products by a Customer of PME (hereafter referred to as **PME Customer**). PME Customer is a Primary User, a Secondary User and a General User as defined under No. 3.2. PME offers a selection of different services and products. For such additional conditions, such as terms of use may apply.

3.2. Primary and Secondary Users, General Users

3.2.1. **Primary User** in relation to a Connect-able vehicle (that is a Porsche with which Porsche Connect Services may be used) is the PME Customer who is (a) the owner, (b) the keeper of the vehicle and/or (c) a member of a user group which is explicitly permitted by PME as Primary User (in particular lessees or employees which are provided with a company car). A Connect-able vehicle has exactly one Primary User. For a Primary User the complete scope of functions of the My Porsche Portal, the Porsche Connect Store and the booked Porsche Connect Services is available. In particular, the booking and configuration of vehicle related and vehicle independent Porsche Connect Services and PME Products is possible.

3.2.2. **Secondary User** in relation to a Connect-able vehicle is a PME Customer, who is not a Primary User but who is authorized as Secondary User by the Primary User and who has concluded a Porsche ID-Contract. The scope of functions of the My Porsche Portal, the Porsche Connect Store and the booked Porsche Connect Services depends on the scope of rights granted by the Primary User and/or the system to the Secondary User. In particular, the booking of vehicle related services is not possible, while their configuration is subject to the rights granted by the Primary User and the booking and configuration of vehicle independent Porsche Connect Services and PME Products is generally possible.

3.2.3. **General User** is a PME Customer who is neither Primary nor Secondary User in relation to at least one Connect-able vehicle. Porsche Connect Store with limited scope of functions is provided to a General User. In particular the booking and configuration of vehicle related Porsche Connect Services is not possible, while the booking and configuration of vehicle independent Porsche Connect Services and PME Products is possible.

3.3. Conclusion of Contract

3.3.1. The presentation of Porsche Connect Services and PME Products in the Porsche Connect Store does not constitute binding offers by PME to enter into a sales contract, but merely invite the PME Customer to make a binding declaration as to whether and which goods it wants to order from PME (*invitatio ad offerendum*). The PME Customer may choose Porsche Connect Services or PME Products from the product range in the Porsche Connect Store and collect them in a so-called shopping cart via e.g. the button "Add to Cart". Before clicking the button "Order with Obligation to Pay" (or similar), all Porsche Connect Services or PME Products selected by the PME Customer, their total price including statutory VAT in the respective applicable amount as well as duties, charges and shipping costs are again displayed in an order overview to the PME Customer for review. At that stage, the PME Customer will have the opportunity to identify and correct any incorrect entries before finally placing the binding order. Before placing the binding order, the contractual provisions including these T&C can be accessed once again and saved in reproducible form by the PME Customer. Via the button "Order with Obligation to Pay" (or similar), the PME Customer submits a binding offer for the conclusion of a sales contract on the Porsche Connect Services or PME Products collected in the cart. The offer can, however, only be submitted and transferred if the PME Customer accepts, and thereby includes in its offer, these T&C by clicking a corresponding button.

3.3.2. PME shall confirm receipt of the PME Customer's order by e-mail. However, such confirmation of receipt is not yet a legally binding acceptance of the PME Customer's order.

3.3.3. The contract shall only become effective once PME has accepted the PME Customer's offer. PME's order acceptance can be made expressly by way of a declaration in text form, e.g. by sending a written order confirmation by e-mail, by providing the Porsche Connect Services or by PME handing over the PME Products for dispatch and informing the PME Customer accordingly. The sales contract shall be governed exclusively by the contents of the order acceptance and these T&C. Verbal agreements or promises shall only be valid if an authorized employee of PME has confirmed them in writing.

3.3.4. If the Porsche Connect Services ordered by the PME Customer cannot be delivered, e.g. because the corresponding goods are not in stock, or the Porsche Connect Services cannot be provided, PME may refrain from accepting the order. In this case, no contract will be concluded. PME shall inform the PME Customer thereof without undue delay.

3.3.5. The contract terms will be saved and stored after the contract has been concluded, but are no longer accessible to the PME Customer. The PME Customer will, however, be provided with any and all contractual provisions and these T&C (by e-mail or letter).

3.4. Booking of Porsche Connect Services

3.4.1. Individual or several Porsche Connect Services may separately be booked in the Porsche Connect Store in accordance with these T&C and possible further applicable terms of use. Insofar a provision of these T&C conflicts with the respective further terms of use, the further terms of use shall prevail.

3.4.2. Availability, description, term, supply, updates, prices and payment terms of the Porsche Connect Services are detailed in the Porsche Connect Store and may be specified in the further terms of use. The availability of vehicle related Porsche Connect Services depends on the equipment of the respective vehicle.

3.4.3. Vehicle related Porsche Connect Services may only be booked by a Primary User for a Connect-able vehicle for which a respective Vehicle Link exists in the My Porsche Portal (see No. 3.4.4). They are vehicle-bound and may not be transferred to another Connect-able vehicle or be used in another Connect-able vehicle. This also applies if the Primary User of the respective Connect-able vehicle is also a Primary User of another Connect-able vehicle at the same time.

3.4.4. PME Customer may view on the My Porsche Portal whether and if so which vehicles are linked with its Porsche ID-Contract (hereafter referred to as **Vehicle Link**) and for which Vehicle Link they are defined as Primary User or Secondary User. If a respective Vehicle Link is not displayed to a Primary User on the My Porsche Portal, the Primary User may request on the My Porsche Portal or through a Porsche Center the set-up of the respective Vehicle Link. The set-up of the respective Vehicle Link can be made subject by PME to the provision of appropriate proof and in case of a used vehicle subject to the deletion of the relevant Vehicle Link by the previous Primary User according to No. 3.6.1 (i).

3.5. Sales of PME Products

3.5.1. Individual or several PME Products may be separately purchased in the Porsche Connect Store in accordance with these T&C and further terms of use. Insofar a provision of these T&C conflicts with the further terms of use, the further terms of use shall prevail.

3.5.2. Availability, description, (as the case may be) term, purchase price, payment and delivery terms of the PME Product are detailed in the Porsche Connect Store and may be specified in the further terms of use.

3.5.3. Please note that the purchase of PME Products may be subject to other and farther-reaching conditions. Insofar this is the case, We will expressly indicate this prior to the purchase.

3.6. Sale and/or permanent transfer of the vehicle

3.6.1. In case of sale or permanent transfer of a Connect-able vehicle to a third party (hereafter referred to as **Used-Car Purchaser**) the Primary User has (i) to delete the respective Vehicle Link on the My Porsche Portal and (ii) to inform the Used-Car Purchaser on any existing Porsche Connect Services for the respective Connect-able vehicle.

3.6.2. In case of sale or permanent transfer of a Connect-able vehicle, the Primary User - in addition to its termination rights of the Porsche ID-Contract pursuant to No. 2.2.2- may terminate all Porsche Connect Services concerning the relevant vehicle with a 2 weeks' notice to the end of the calendar month. Insofar as a Porsche Connect Service is terminated before the end of its term pursuant to sentence 1, there will be no reimbursement (not even proportionally) of the respective made payment. The Used-Car Purchaser may however make use of the remaining term if it concludes a Porsche ID-Contract and books the respective Porsche Connect Service. The Primary User is free to make an arrangement with the Used-Car Purchaser with respect to a possible compensation in the amount of the remaining value of the Porsche Connect Services.

3.7. Term and Termination of the Porsche Connect Services

3.7.1. To the extent that the PME Customer is a merchant or a legal person not subject to the CPA, all contracts for Porsche Connect Services for which a fixed term without automatic renewal has been agreed may not be terminated with notice. Where the PME Customer is a natural person and the CPA is of application, all contracts for Porsche Connect Services with a fixed term shall be limited to a maximum fixed term of 24 months and may be cancelled upon the expiry of the fixed term or at any other time on 20 business days written notice from the Customer to PME. Contracts for Porsche Connect Services for which a different term (i.e. no fixed term without automatic prolongation) has been agreed may be terminated in accordance with this section 3.7, in particular in compliance with the notice periods set out in section 3.7.2, by PME and, if it is a vehicle-independent Porsche Connect service, by PME Customer or, if it is a vehicle-related Porsche Connect service, by the Primary User.

3.7.2. To the extent that the PME Customer is a merchant or a legal person not subject to the CPA, a contract for a Porsche Connect Service for which a fixed term with automatic prolongation of the term by further fixed prolongation periods has been agreed may be terminated with 2 weeks' notice to the end of the fixed term or any fixed prolongation period following thereafter.

Where the PME Customer is a natural person and the CPA is of application, PME shall notify such PME Customer in writing of the expiry date of the fixed term contract no more than 80 business days and no less than 40 business days before the expiry date of such contract. In such notice, PME shall also detail: (i) any material changes that will be of application, if the PME Customer elects to renew a contract for a Porsche Connect Service; and (ii) inform the PME Customer of the fact that unless the PME Customer expressly directs PME to terminate the contract for a Porsche Connect Service on the expiry date or expressly agrees to the renewal of such contract for a further fixed term of no more than a maximum period of 24 months, the contract for a Porsche Connect Service will be automatically continued on a month-to-month basis, subject to any material changes of which PME has given notice to the PME Customer.

Only if the PME Customer is a merchant or a legal person not subject to the CPA can a contract for a Porsche Connect Service for which a fixed term with subsequent automatic prolongation for an indefinite period has been agreed be terminated with 2 weeks' notice to the end of the fixed term and thereafter with 2 weeks' notice to the end of a calendar month.

Only if the Customer is a merchant or a legal person not subject to the CPA can a contract for a Porsche Connect Service with an indefinite term be terminated with 2 weeks' notice to the end of a calendar month.

The terms of use for the respective Porsche Connect Service may govern deviating termination modalities.

3.7.3. In case of a termination of the Porsche ID-Contract pursuant to No. 2.2, the Porsche Connect Services will in any case be provided to the PME Customer subject to the respective applicable numbers of these T&C until the end of the respective term or their termination pursuant to this No. 3.7.

3.7.4. The termination pursuant to No. 3.6.2 as well as pursuant to this No. 3.7 may be made in writing, via email or, insofar as it is a contract with automatic prolongation, via the Porsche Connect Store via the function "*Terminate Automatic Prolongation*".

3.7.5. A right of termination for cause as well as the statutory provisions on the termination of consumer contracts for digital products remain unaffected by the aforementioned provisions.

3.8. Modifications of the Porsche Connect Services

3.8.1. PME may modify the Porsche Connect Services for the following valid reasons: (i) To improve access to and use of the Porsche Connect Services, including to add new features, (ii) if the change is necessary to adapt the Porsche Connect Services to changed legal requirements, (iii) to adapt the Porsche Connect Services to technical changes or developments in systems operated by PME or third parties in order to be able to provide the Porsche Connect Services to PME Customer, or (iv) to adapt the Porsche Connect Services to technical developments in the users' system environment.

3.8.2. Any such modification shall be made at no additional cost to PME Customer and PME Customer shall be informed of the modification in a clear and comprehensible manner. If a change will more than insignificantly affect PME Customer's ability to access the Porsche Connect Service in question or its usability, PME shall inform PME Customer in a reasonable time in advance and on a durable medium of the features and time of the modification and of their right to terminate the contract with PME on the use of the Porsche Connect Service in question. In this case, PME Customer shall be entitled to terminate the contract free of charge within 30 days of receipt of the aforementioned information. If the change takes place after receipt of the aforementioned information, the time of the changes shall take the place of the time of receipt of the aforementioned information for the calculation of the aforementioned period. PME Customer may terminate the contract in question by sending PME (Porsche Middle East and Africa FZE, Dubai telephone number: Telephone (+971) 4 3569 911, e-mail address: smartmobility@za.porsche.com a statement to this effect, e.g. by letter sent by post, e-mail or, if applicable, any other technical means made available by PME or third parties for this purpose. However, PME Customer may not terminate the contract in question under this clause if the impairment is only minor or if the customer retains access to or usability of the unchanged Porsche Connect Service at no additional cost.

3.9. Right of Cancellation

3.9.1. A PME Customer has a right under the Electronic Communications and Transaction Act, 2002 (**ECTA**) to cancel the agreement without reason and without penalty within 7 days from the date of conclusion of the agreement in relation to the (i) booking of Porsche Connect Services pursuant to No. 3.3 and 3.4. and (ii) without reason and without penalty within 7 days from receipt of the PME Products pursuant to No. 3.3 and 3.5. PME will return any payment received from the PME Customer in terms of the transaction within 15 business days after receiving notice of the cancellation. The only charge that may be levied on the PME Customer is the direct cost of returning the goods. If payment for the goods or services has been effected prior to the PME Customer cancelling the agreement, the PME Customer is entitled to a full refund of such payment, which refund must be made within 30 days of the date of cancellation.

3.9.2. A PME Customer has furthermore the right to cancel an agreement within 14 days of receiving the Porsche Connect Services or PME Products if PME does not give the PME Customer the opportunity

to (ii) review the transaction; (ii) correct any mistakes; and (iii) withdraw from the transaction before finally placing an order. In this instance, the PME Customer must return the PME Products or, where applicable, cease using the Porsche Connect Services and PME must refund all payments made by the PME Customer less the direct cost of returning the PME Products.

3.10. Rights in case of Defects

The statutory provisions regarding PME Customer's rights in case of defects apply.

3.11. PME's Liability for Sales via the Porsche Connect Store

3.11.1. TO THE EXTENT PERMITTED BY THE CPA, IN CASE OF SLIGHT NEGLIGENCE PME IS LIABLE ONLY FOR VIOLATIONS OF MATERIAL CONTRACTUAL OBLIGATIONS (CARDINAL OBLIGATIONS). CARDINAL OBLIGATIONS ARE MATERIAL CONTRACTUAL OBLIGATIONS THE CONTRACT IS DEEMED TO IMPOSE ON PME ACCORDING TO ITS OBJECTIVES AND PURPOSE AND A BREACH OF WHICH JEOPARDIZES THE PURPOSE OF THE CONTRACT AND OF WHICH ARE DEEMED TO BE NECESSARY FOR DUE AND CAREFUL COMPLETION OF THE CONTRACT AND MAY WITH GOOD REASON BE PERMANENTLY RELIED ON BY PME CUSTOMER. THIS LIABILITY IS LIMITED TO THE TYPICALLY FORESEEABLE DAMAGE AT THE TIME OF ENTERING INTO THE CONTRACT.

3.11.2. TO THE EXTENT PERMITTED BY THE CPA, THE PERSONAL LIABILITY OF STATUTORY REPRESENTATIVES, AGENTS AND EMPLOYEES OF PME FOR DAMAGES CAUSED BY SLIGHT NEGLIGENCE IS ALSO LIMITED TO THE EXTENT DESCRIBED IN NO. 3.11.1.

3.11.3. The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the CPA and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent PME has assumed a guaranty.

3.11.4. PME Customer shall take all reasonable measures necessary to avert and reduce damages.

3.12. Data protection

PME Customer is obliged to inform drivers of a vehicle for which a Vehicle Link exists on the privacy policy of PME and the possibility of the collection of their personal data during the use of Porsche Connect Services.

Further information can be found in the privacy policy under *[add link]*.

3.13. Use of Data

3.13.1. PME Customer acknowledges that in connection with the use of the Porsche Connect Store, in particular by purchasing Porsche Connect Services, certain data - potentially also personal data -

are collected in order to perform the respective contract for purchased Porsche Connect Services. It may for example be necessary depending on the purchased Porsche Connect Services for the provision of such service to collect the status of certain parts or to collect data on the environment and to analyze such data.

3.13.2. PME Customer acknowledges that PME may use data as indicated in No. 3.13.1 in an anonymized form for (i) the purpose of managing and improving the quality, safety, and security of Porsche Connect Services and/or PME Products (including Porsche vehicles) and (ii) for other commercial purposes. Such usage of data will be in compliance with applicable data protection law.

3.13.3. For the above purposes, such data may also be transferred to other Porsche entities and other third parties that are engaged by PME or other Porsche entities in this context and - to the extent such data is anonymized (see No. 2.8.2) - to other third parties.

3.13.4. If PME Customer revokes a consent given by him under data protection law or if he objects to further processing of his personal data, PME may terminate a contract for a Porsche Connect Service without observing a notice period if PME cannot reasonably be expected to continue the contractual relationship in question until the agreed end of the contract or until the expiry of a statutory or contractual notice period, taking into account the scope of data processing that continues to be permissible and weighing up the interests of both parties.

3.14. CUSTOMER SERVICE

In case of questions, claims or complaints, please contact our customer service by

- (i) e-mail: smartmobility@za.porsche.com or
- (ii) mail: Porsche Middle East and Africa FZE, Plot-29-911, Dubai Silicon Oasis, Dubai, United Arab Emirates P.O. Box 341356

3.15. Applicable Law and Jurisdiction

3.15.1. To the extent that You are not subject to the CPA, the High Court of South Africa is the non-exclusive forum for all disputes arising from contractual agreement entered into between You and PME.

3.15.2. For all disputes arising from or in relation to the Contract, South African law applies. The consumer may lodge a complaint with the National Consumer Commission (NCC).

3.16. Final Provisions

3.16.1. PME Customer may assign the rights arising from the parties' contractual relationship to third parties only with PME's written consent.

3.16.2. If a provision of the sales contract and/or these T&C is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.