



PORSCHE

Porsche Korea Ltd.

Terms and Conditions

For the My Porsche Portal, the Porsche Connect Store and the Porsche Connect Services as well as Porsche Products
(Hereafter referred to as **T&C**)

Porsche Korea Ltd. 401 (Daechi-dong, Porsche Tower) Youngdong-daero, Gangnam-gu, Seoul (hereafter referred to as **Porsche Korea or We**) provides the Customers with (a) the My Porsche Portal (hereafter referred to as **Portal**), (b) the Porsche Connect Store (hereafter referred to as **Store**), (c) vehicle related services, especially information services (hereafter referred to as **Porsche Connect Services**) (Portal, Store and Porsche Connect Services hereafter together referred to as **Services**) and (d) possible further products and services (hereafter referred to as **Porsche Products**).

These T&C apply for your use of the Portal, the Store and the booking and use of Porsche Connect Services as well as the purchase and possible use of Porsche Products as a Customer (as defined in Section 2 of these T&C) of Porsche Korea. Porsche Korea offers a selection of different services and products. For such services and products additional conditions may apply in certain cases.

1. Porsche ID-Contract

1.1 In order to provide the Customer with the Services and selected Porsche Products, the conclusion of a Porsche ID-Contract entered into between the Customer and Porsche Korea is necessary. We will send you confirmation of your Porsche ID-Contract as soon as reasonably practicable after it has been entered into. The Porsche ID-Contract is concluded (a) in connection with the vehicle purchase by incorporating these T&C into the separate vehicle purchase agreement, or (b) by acceptance through registration on the Portal or (c) by acceptance at the time of booking one or several Porsche Connect Services in the Store as a framework agreement for the provision, use and booking of Services. The Porsche ID-Contract alone (that means without any booking of Porsche Connect Services or without any purchase of Porsche Products) does not impose any purchase obligation and/or payment obligation on the Customer.

1.2 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 Porsche ID-Contract. If Porsche Korea amends

these T&C after the conclusion of a Porsche ID-Contract, the changes will be valid as of acceptance by the Customer.

1.3 The Customer is obliged (a) to provide accurate and truthful information at the time of registration on the Portal and (b) in case of respective changes to correct without undue delay the information on the Portal insofar as such information is mandatory for the performance of the Porsche ID-Contract. Mandatory information is marked as such when requested on the Portal and through the Store.

2. Customer

Customer in relation to a Connect-able vehicle (that is a Porsche with which Porsche Connect Services may be used) is either (a) the owner, (b) the keeper of the vehicle and/or (c) a member of a user group which is explicitly permitted by Porsche Korea to be the Customer (in particular lessees or employees which are provided with a company car). Each Connect-able vehicle has one Customer. For the Customer the complete scope of functions of the Portal, the Store and the booked Porsche Connect Services is available.

3. Booking of Porsche Connect Services

3.1 Porsche Connect Services may separately be booked in the Store for a Connect-able vehicle for which a Vehicle Link exists in the Portal (see No. 3.4) in accordance with these T&C and possible further applicable terms of use. Insofar as a provision of these T&C conflicts with the respective further terms of use, the further terms of use shall prevail.

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

3.3 The Porsche Connect Services booked by the relevant Customer 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 Customer of the respective Connect-able vehicle is also the Customer of another Connect-able vehicle at the same time.

- 3.4 Customers may view on the Portal which vehicles (if any) are linked with their Porsche ID-Contract (hereafter referred to as **Vehicle Link**) and for which Vehicle Link the Customer is defined as Primary or Secondary User. If a respective Vehicle Link is not displayed to the Customer on the Portal, the Customer may request that this be set up on the Portal. This request can be made through a Porsche Center or on the Portal itself. The set-up of the respective Vehicle Link can be made by Porsche Korea subject to the Customer's provision of appropriate proof that he / she is the owner or keeper (as appropriate) of the vehicle and in case of a used vehicle subject to the deletion of the relevant Vehicle Link by the previous Customer according to No. 6.1 (1).

4. Use of Services

- 4.1 The Customer may not use the Services for illegal purposes and the Customer will not permit that third parties will do so. The Customer is not entitled to process the data and information received during the use of the Services for business purposes or to disclose such data and information to any third parties for business purposes.
- 4.2 The Customer acknowledges that in connection with the use of Services certain data - potentially also personal data - will be collected in order to provide the Services to the Customer. It may for example be necessary depending on the booked Porsche Connect Service for the provision of the respective Porsche Connect Service to collect the status of certain parts of the vehicle or to collect data on the environment and to analyze such data. For these purposes, such data may also be transferred to other Porsche entities and other third parties that are engaged by Porsche Korea or other Porsche entities in this context.

5. Purchase of Porsche Products

- 5.1 Porsche Products may be separately purchased in the Store in accordance with these T&C and further terms of use. Insofar as a provision of these T&C conflicts with the further terms of use, the further terms of use shall prevail.
- 5.2 Availability, description, (as the case may be) term and prices of the Porsche Products are detailed in the Store and may be specified in the further terms of use.
- 5.3 Please note that the purchase of Porsche Products may be subject to other and farther-reaching conditions. Insofar this is the case; we will expressly indicate this prior to the purchase.

6. Sale and/or permanent transfer of the vehicle; Transfer of the Porsche ID-Contract

- 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 Customer has (1) to delete the respective Vehicle Link on the Portal and (2) to inform the Used-Car Purchaser of any existing Porsche Connect Services for the respective Connect-able vehicle.
- 6.2 In case of sale or permanent transfer of a Connect-able vehicle, the Customer - in addition to his/her termination rights pursuant to No. 7 - (1) may terminate all Porsche Connect Services concerning the relevant vehicle and (2) in case no further vehicle is linked to the Porsche ID-Contract, may also terminate the Porsche ID-Contract as a whole by giving notice to Porsche Korea at least 2 weeks prior to the end of the month in which termination is to occur. The Used-Car Purchaser may however make use of the remaining term if he/she concludes a Porsche ID-Contract and books the respective Porsche Connect Service. The Customer 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. Nothing in this No. 6.2 shall affect the right of withdrawal set out in No. 8.
- 6.3 Porsche ID-Contracts with existing Customers may not be transferred to a third party without Porsche Korea's approval.

7. Term and Termination of the Porsche ID-Contract and the Porsche Connect Services

- 7.1 The Customer and Porsche Korea may terminate a free of charge Porsche Connect Service without an agreed minimum term (that is a Porsche Connect Service for which no minimum term is agreed; see No. 7.2 below) by giving notice to the other party at least 2 weeks prior to the end of the month in which termination is to occur.
- 7.2 The Customer and Porsche Korea may terminate a fixed-term Porsche Connect Service (that is a Porsche Connect Service for which a fixed term with an automatic extension of such term is agreed) by giving notice to the other party at least 2 weeks prior to the end of the term, if in the absence of such notice the term would be extended automatically. Different methods of termination may be set out in the terms of use for the respective Porsche Connect Service. Insofar as a provision of these T&C conflicts with the respective further terms of use, the further terms of use shall prevail.
- 7.3 The Customer and Porsche Korea may terminate the Porsche ID-Contract as a whole at any time where no vehicle is linked to the Porsche ID-Contract.
- 7.4 The Customer and Porsche Korea may terminate the Porsche ID-Contract and/or Porsche Connect Service by giving notice to the other party at least 2 weeks prior to the end of the month in which

termination is to occur. In the event the Customer prematurely terminates the Porsche Connect Service, which he/she has been using as a paid service, Porsche Korea will continue to provide services until the end of the month in which termination is to occur.

7.5 Either party may give notice exercising its termination rights set out in No. 7.1 to 7.4 (as applicable) in writing or via email. You may also exercise your termination rights in these T&C via the Portal as follows:

(a) With respect to No. 7.2, you can click the button marked "Terminate Automatic Prolongation";

(b) With respect to No 7.3 you may click the button marked "Delete Account".

7.6 A right of termination for cause remains unaffected by the aforementioned provisions.

7.7 We will provide the Services and Porsche Products to the Customer until either the services are completed or the subscription expires (if applicable) or either we or the Customer terminates the T&C in accordance with its terms.

8. Right of withdrawal for consumers and other terms that apply to consumers

8.1 If the Customer is a consumer, he/she has a right of withdrawal for a period of 14 days after the conclusion of the contract pursuant to No. 1.1 and 3.1. Different rights of withdrawal may apply for Customers that are consumers for the purchase of Porsche Products, pursuant to No. 5.1; in such case, specific information will be provided. A consumer is an individual acting for purposes that are wholly or mainly outside that individual's trade, business, craft or profession. Information about the right of withdrawal, and instructions on how to exercise that right are set out below:

Instructions on withdrawal

Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Porsche Dealer, Porsche Korea Ltd., e-mail address: connect@porsche.co.kr) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, telephone or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired. Notwithstanding the foregoing, in case that the contents of the goods/services are different from what was labelled or advertised, or performance has

been different from the terms of the contract, you have right to withdraw from this contract within three months from the date the goods/services were provided or within 30 days from the date you became aware or should have become aware of such fact.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 3 working days from the day on which you send your communication concerning your exercise of the right of withdrawal. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

Model withdrawal form

(complete and return this form only if you wish to withdraw from the contract)

- To [the relative dealer name](#) and Porsche Korea Ltd.
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on(*)/received on (*),
- Name of consumer(s),
- Address of the consumer(s),
- Signature of the consumer(s) (only if this form is notified on paper),
- Date

(#) Please indicate the relevant dealer name

(*) Delete as appropriate

8.2 Any charges stated to be payable for the Services or the Porsche Products shall be expressed inclusive of VAT.

8.3 We are under a legal duty to supply services that are in conformity with these T&C. Nothing in these T&C will affect your legal rights.

9. Defect rights

The statutory provisions regarding defects apply.

10. Liability

10.1 Porsche Korea accepts no liability for the accuracy of data and information provided via the Services by third parties.

10.2 This No 10.2 shall only apply where the Customer is a "consumer":

10.2.1 Nothing in these T&C shall exclude or limit Porsche Korea's liability for (i) fraud; (ii) death or personal injury caused by its negligence; or (iii) any other liability that cannot be excluded or limited by applicable laws.

10.2.2 To the fullest extent permissible under applicable law, Porsche Korea disclaims any statutory implied terms of any kind, whether express or implied, in relation to the Services. This does not affect your statutory rights as a consumer, nor does it affect your right of withdrawal in No.8. If you are a consumer, we only supply the products to you for domestic and private use and we are not liable for business losses

10.2.3 Subject to No. 10.2.1 and 10.2.2, Porsche Korea's total aggregate liability whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, these T&C, shall be limited to 100% of the charges paid and payable in the 12 months prior to the act (or failure to act) giving rise to the claim.

10.3 Limitation of liability related to the use of Porsche Connect Services

10.3.1 Conditions of Using Telecommunications: Since Porsche Connect Services shall be provided through a mobile telecommunications network, unavoidable circumstances such as a delay, temporary suspension, or a failure in the provision of Porsche Connect Services may occur due to the physical limitations of the mobile telecommunications network or changes in the business operations or policies of the Mobile Telecom Carrier. In such cases, Porsche Korea shall not be liable for any resulting damage unless gross negligence or intent can be attributed to Porsche Korea.

10.3.2 Conditions of Using Vehicle Terminal Device: The Vehicle Terminal Device has been separately manufactured to enable the provision of services related to automobiles and is not intended to provide services offered by Mobile Telecom Carriers and functions related to mobile phones such as smartphones. The Services may be unavailable if any of the following events occur to the Vehicle Terminal Device and Porsche Korea shall not be liable for any damage in such cases unless negligence or intent can be attributed to Porsche Korea.

(i) Reasons attributable to the insufficient management and maintenance of the Customer (e.g., battery discharge, disconnection, antenna damage, etc.);

(ii) Malfunction occurs in the Vehicle Terminal Device due to modifications (e.g., removal, disassembly, reassembly, mounting) made thereto at a location other than a location designated by Porsche Korea;

(iii) Power supply to the Vehicle Terminal Device is interrupted due to the occurrence of a natural disaster such as a flood or earthquake;

(iv) Vehicle enters a wireless dead zone where communications are not available or areas with weak signal reception; or

(v) Malfunction occurs in the Vehicle Terminal Device due to the installation of an external device (e.g., black box) onto the Vehicle.

10.3.3 Conditions of Global Positioning System: The Services are provided using a Global Positioning System operated by the U.S. Government free of charge. In the event any malfunctions or service interruptions occur in the above system, accurate location tracking may become impossible and Porsche Connect Services will be detrimentally affected as a result. In the event the U.S. Government decides to charge fees for the use of its Global Positioning System or prohibits the commercial use thereof, Porsche Korea reserves the right to change its policy for Porsche Connect Services accordingly. The Customer acknowledges that an occurrence of an event in the preceding sentence shall be deemed a force majeure event and that Porsche Korea shall be exempted from any liability due to its failure to provide Porsche Connect Services in such cases.

10.3.4 Terms for Information Renewal: (i) Traffic information is provided through the process of collecting, processing, and transferring the relevant information and thus, provided information may be different from the actual information of the time Porsche Connect Services are provided.

(ii) Road information is provided through the process of onsite inspection, system application, and optimization of relevant information and thus, provided information may be different from the actual information of the time Porsche Connect Services are provided.

(iii) Various additional information content is provided after undergoing regular and irregular updates and thus, provided information may be different from the actual information of the time Porsche Connect Services are provided.

(iv) Provision of additional information content in the preceding Paragraphs (i) through (iii) may be temporarily suspended, delayed, or become unavailable due to circumstances affecting Porsche Korea.

10.3.5 Terms for Assistance provided by Associated Agencies: Certain parts of Porsche Connect Services (e.g., Breakdown Call, etc.) are provided through associated agencies and thus, any matters related to response measures following dispatch shall be the sole responsibility of such associated agencies. Certain parts of Porsche Connect Services (e.g., Breakdown Call, etc.) may become unavailable due to force majeure events such as service interruption in areas affected by accidents or in remote regions such as islands and mountains. Certain parts of Porsche Connect Services (e.g., Breakdown Call, etc.) are provided through associated agencies and thus, the Customer may need to pay additional fees in the event associated agencies charge additional fees for such services. Any matters related to parts of Porsche Connect Services that are provided through associated agencies and that are not otherwise prescribed herein shall be governed by separate terms and conditions prescribed by Porsche Korea or associated agencies.

10.3.6 Suspension and Restriction of Certain Functions While Driving: Provision of certain parts of Porsche Connect Services may be restricted while driving in order to prevent the Vehicle Terminal Device from operating in a manner which may interfere with the safe driving of the Vehicle. Porsche Korea shall not be responsible for any problems arising from random operation of the Vehicle Terminal Device using functions which have not been designated by the Porsche Korea.

11. Data protection

All processing and protection of the personal data of the Customer shall be conducted in accordance with relevant information in the privacy policy of Porsche Korea. Porsche Korea processes personal data pursuant to the consent of data subjects when such consent is required under applicable laws.

The Customer is obliged to inform drivers of a vehicle for which a Vehicle Link exists of the privacy policy of Porsche Korea 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 <https://connect-store.porsche.com/kr/ko/t/privacy>

12. Suspension of Use, Temporary Suspension of Porsche Connect Services

12.1 Porsche Korea may immediately suspend the Customer's use of Porsche Connect Services in any of the following cases:

(i) Where a violation of Article 30 (Restrictions on Use by Third Parties) of the Telecommunications Business Act has occurred;

(ii) Where a violation of Article 19 (Establishment of Radio Stations through Authorization, etc.) of the Radio Waves Act has occurred; or

(iii) Where the Customer has registered for Porsche Connect Services using another person's name or has used another person's bank account or credit card information.

12.2 In the event Porsche Korea intends to suspend its provision of Porsche Connect Services pursuant to the preceding Paragraph 12.1, Porsche Korea shall provide notice to the Customer regarding the reasons therefor, date, and duration of such suspension at least [thirty (30)] days prior to the scheduled suspension date.

12.3 In the event the Customer objects to a suspension notice provided by Porsche Korea pursuant to the preceding Paragraph 12.2, the Customer may indicate his/her objection through person, telephone, or fax.

12.4 Porsche Korea shall cancel its suspension of Porsche Connect Services if and when the reason therefor in the preceding Paragraph 12.1 has been resolved.

12.5 Porsche Korea may temporarily suspend the provision of Porsche Connect Services in any of the following cases:

(i) Where an event such as a periodic system maintenance inspection, facility replacement or breakdown, communications failure has occurred;

(ii) Where Porsche Korea is unable to provide Porsche Connect Services due to a fire, power outage, etc.;

(iii) Where Porsche Korea is unable to provide Porsche Connect Services due to a force majeure event such as an earthquake, flood, etc.;

(iv) Where Porsche Korea is unable to provide Porsche Connect Services due to a war, riot, civil unrest, labor dispute, etc.;

(v) Where telecommunications service has been suspended by a Mobile Telecom Carrier;

(vi) Where a communications failure has occurred in the Vehicle Terminal Device; or

(vii) Any other case where Porsche Korea deems it necessary to temporarily suspend Porsche Connect Services due to an operational or technical reasons.

12.6 Porsche Korea may wholly or partially restrict or suspend Porsche Connect Services in cases where the normal provision of Porsche Connect Services is impossible due to a national emergency, power outage, failure of facilities or equipment, or a sudden increase in the use of Porsche Connect Services.

13. Specification and Amendment of these T&C

13.1 Porsche Korea shall post the contents of these T&C on the website for Porsche Connect Services (i.e., <https://connect-store.porsche.com/kr/ko/>, the "Website") so that the Customer may view such information.

13.2 The name, address and contact information of Porsche Korea are as follows:

- (i) Company Name: Porsche Korea Ltd.
- (ii) Address: 401, Yeongdong-daero (Daechi Dong, Porsche Tower), Gangnam-gu, Seoul, Republic of Korea
- (iii) Phone: 02-2055-9110

13.3 In cases where Porsche Korea revises these T&C, Porsche Korea shall provide notice of the effective date of the revised terms and the reasons for such revision on a separate pop-up window viewable on the main page of the Website or provide notice through some other method at least ten (10) days prior to the scheduled effective date until the day before the effective date. If any revisions are disadvantageous to the Customer, Porsche Korea shall provide notice of such revisions on a separate pop-up window viewable on the main page of the Website or provide through some other method at least thirty (30) days prior to their scheduled effective date and maintain such notice for a considerable period of time following the effective date. Further, separate notice of revisions shall be provided individually to the Customer via electronic form (e.g., electronic mail).

14. Notification

14.1 Porsche Korea may make changes to its key policies upon providing prior notice to the Customer.

14.2 For any prior notice to the Customer, Porsche Korea shall use one or multiple methods of providing notice, such as Website notification, electronic email, telephone, text message, etc.

14.3 In the event any changes are made to the Customer's contact information that was provided when he/she agreed to these T&C, the Customer shall notify Porsche Korea of such changes without delay. Porsche Korea shall be deemed to have fulfilled its notice obligations after providing prior notice based on the Customer's data (e.g., address, contact information) in Porsche Korea's possession.

15. Final provisions

15.1 These T&C are governed by the laws of Korea. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Korea over any claim or matter arising under or in connection with these T&C.

15.2 The rights you have under these T&C are in addition to and do not affect the legal rights and remedies you are entitled to under applicable consumer protection law. In the event of conflict between these general terms and conditions and applicable consumer protection law, your legal rights under applicable consumer protection law shall prevail.

15.3 Information regarding the online dispute resolutions for consumer disputes or regarding alternative dispute resolution for consumer disputes can be found here: <https://www.kca.go.kr/>.

15.4 Except as expressly provided in these T&C, a person who is not a party to these T&C shall not have any rights under these T&C.

16. Special provisions applying to free trial periods for the Porsche Connect Services

In addition to the aforementioned free of charge Porsche Connect Services in Section 7.1 of these T&C, Porsche Korea may provide the Customer with additional opportunities to experience the Porsche Connect Services free of charge. Porsche reserves the right to revise the type and scope of Porsche Connect Services as well as any other terms of use for such free trial periods at its own discretion and irrespective of any inconsistency with these T&C. Insofar as a provision of these T&C conflicts with the terms of use for such free trial periods, the terms of use for such free trial periods shall prevail. For the avoidance of doubt, Porsche Korea reserves the right to discontinue such free trial periods at any time.