



PORSCHE

PORSCHE SMART MOBILITY Inc.

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 Smart Mobility Products (hereafter referred to as **T&C**)

1. Scope and Definitions

1.1. Porsche Smart Mobility Inc., One Porsche Drive, Atlanta, GA 30354, USA (hereafter referred to as "**Porsche Smart Mobility**", "**PSM**" 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 (a) sale of Porsche vehicles, parts, equipment and other vehicle-related and vehicle-independent products (hereafter referred to as **Products**) and (b) provision of vehicle-related and vehicle-independent services (hereafter referred to as **Services**).

1.2. Users of the My Porsche Portal and the Marketplace include Customers and Third Party Sellers (as such terms are defined below).

1.3. Customer or **You** refers to an individual who uses or accesses the My Porsche Portal and/or purchases Products and/or Services.

1.4. Third Party Seller refers to a third party seller (including another Porsche entity), who provides Customers with its own Marketplace store, under which it provides and sells Products and/or Services.

- 1.5.** These T&C apply to:
- (i) the use or access of the My Porsche Portal and the Marketplace pursuant to Section 2 by Customer, and
 - (ii) sales via the Porsche Connect Store pursuant to Section 3.

These T&C shall also apply to all future transactions with Customer in the My Porsche Portal and the Marketplace.

Porsche Smart Mobility may offer a selection of different services and products, and in such cases, additional terms of use may apply. Additional terms of use (if any) are hereby incorporated by reference into these T&C. In the event of a conflict between any term or condition of these T&C and the separate terms of use offered by Porsche Smart Mobility, the separate terms of use will prevail.

You agree you have full legal capacity to accept these T&C and have reached the age of majority in your jurisdiction to enter into binding contracts.

These T&C are a legal binding agreement between Porsche Smart Mobility or the Third Party Seller, respectively, and you. By using the Services, you agree to be bound by these T&C. If you do not agree with any of these terms, you are not permitted to access or use the Services or purchase Products that are subject to these terms.

In order to access and use certain Services, you will need to enter into separate agreements with third party service or application providers, including wireless service providers or internet services providers

(each a "**Third Party Service Provider**"). You acknowledge that such separate agreements are binding agreements solely between you and the Third Party Service Provider and that Porsche Smart Mobility is not responsible for the terms of such agreements and has no obligations, responsibilities, or liabilities thereunder or with respect to the services provided by a Third Party Service Provider.

These T&C include an agreement to mandatory arbitration, which means that you agree to submit any dispute related to the services, these T&C or the privacy statement to binding individual arbitration rather than proceeding in court.

The dispute resolution provision also includes a class action waiver, which means that you agree to proceed with any dispute individually and not as part of a class action.

These T&C also include a jury waiver.

More information about the arbitration and class action waiver can be found in section 3.14 (Disputes, Binding Individual Arbitration, Class Action and Jury Trial Waiver) below.

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

2.1. Use of the My Porsche Portal

2.1.1. In order to use the My Porsche Portal you must register and create an online account with PSM (including by setting up a username and password) and agree to these T&C. You may also be asked to accept these T&C through your acceptance of the T&C at the time of ordering one or several Porsche Connect Services in the Porsche Connect Store as specified under Section 3. These T&C is a framework agreement governing the provision, use and subscription of Products or Services.

2.1.2. The creation of the Porsche ID alone (meaning without any subscription or any purchase of any Products or Services) does not impose any purchase obligation and/or payment obligation on you.

2.1.3. Activity under your Porsche ID is subject to these T&C, as may be modified by PSM from time to time. We may, at our sole discretion, modify these T&C at any time and such modifications will be effective immediately upon posting to the My Porsche Portal, along with the date on which it was most recently updated at the end of these T&C. If you do not agree with any modification, then you may not use the Services. Your continued access or use of any of the Services after our notice indicates your acceptance to the modified T&C.

2.1.4. Customer is obliged (i) to provide accurate and truthful information about his/herself at the time of registration on the My Porsche Portal and (ii) in case any of the required information changes, to correct without undue delay such information on the My Porsche Portal. Such

required or mandatory information is marked as such on the My Porsche Portal or on the Marketplace. Additionally, you are responsible for maintaining the confidentiality of your Porsche ID account information, including your login ID and password, and for any and all activity that occurs under your account. You agree to notify PSM immediately upon learning of any unauthorized use of your account, login ID, or password or any other breach of security. You may not use any other User's account, login ID, or password at any time without the express permission and consent of the holder of that account, login ID, or password. PSM will not be liable for any loss or damage arising from your failure to comply with these obligations.

2.2. Transfer and Termination of Porsche ID

- 2.2.1. Customer may not transfer a Porsche ID to a third party without Porsche Smart Mobility's approval.
- 2.2.2. Both Customer and Porsche Smart Mobility may terminate the Porsche ID at any time. Without limiting the foregoing, Porsche Smart Mobility reserves the right to suspend or permanently disable access to the My Porsche Portal and the Marketplace. The termination of the Porsche ID shall not affect any already concluded sale contracts for Products or Services between Customer and Porsche Smart Mobility or Third Party Seller, as applicable. The termination of the Porsche ID takes effect immediately, unless the Customer has purchased any fixed-term Product or any fixed-term Service, in which case termination takes effect upon expiration of the remaining fixed-term.
- 2.2.3. The termination may be made in writing, via email or via the My Porsche Portal via the function "Delete Account".

2.3. Use of the Marketplace by Customers

- 2.3.1. Customers with a Porsche ID may use the Marketplace. Customers without a Porsche ID may also use the Marketplace via the function "Ordering as Guest" (to the extent available).
- 2.3.2. Customer may not use or permit third parties to use Products or Services for illegal purposes. All data and information received during the use of the Marketplace is for Customer's personal use only, and in no event shall such data or information be used for business purposes or be disclosed to any third party for business purposes.

2.4. Porsche Smart Mobility's Role and Performance of Contracts concluded on Marketplace

- 2.4.1. Porsche Smart Mobility is the operator of the Marketplace. Porsche Smart Mobility and Third Party Seller may sell Products and/or provide Services on the Marketplace. The respective product detail page identifies the applicable Seller.
- 2.4.2. Porsche Smart Mobility functions as an intermediary for transactions between Customers and Third Party Seller for the sale of Products or Services. Any such contract is solely between Customer and Third Party Seller, and Porsche Smart Mobility shall not be responsible and/or held liable for any contracts entered into between Customer and Third Party Seller. Porsche Smart Mobility does not act as a representative of any User or 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 Porsche Smart Mobility. Porsche Smart Mobility does not control or verify the information which Third Party Seller or any Customer provides. For contracts entered into between Customer and Third Party Seller, additional terms may apply, such as terms of use or terms of sale, which are indicated on the respective product detail page.
- 2.4.3. When a Customer completes an order, Porsche Smart Mobility 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, Third Party Seller and Customer must directly cooperate together to find a solution.

2.5. Porsche Smart Mobility's Liability for the use of the Marketplace and the Porsche ID

- 2.5.1. Porsche Smart Mobility disclaims, and accepts no liability for, the accuracy and completeness of data and information provided by Customer and Third Party Seller.
- 2.5.2. The warranty and liability provisions set forth in Section 3.11 below also apply to your use of the My Porsche Portal and Marketplace.

2.6. IP Rights

Notwithstanding the provisions of Section 3.5.2, Customer shall respect and shall not infringe the intellectual property rights, including but not limited to copyrights, designs, trademarks and patents (hereafter referred to collectively as **IP rights**) of Porsche Smart Mobility, other Users and other third parties. Customer shall indemnify and hold harmless Porsche Smart Mobility from all claims that other Users or other third parties assert against Porsche Smart Mobility 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 Porsche Smart Mobility including all court and attorney fees.

Porsche Smart Mobility 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

Porsche Smart Mobility's privacy policy which can be found at any time at <https://connect-store.porsche.com/us/en/tac/t/privacy> applies to use of My Porsche Portal and the Marketplace, and its terms are made a part of these T&Cs.

2.8. Use of Data

- 2.8.1. 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 - may be 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. Porsche Smart Mobility may use data as indicated in Section 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.
- 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 Porsche Smart Mobility or other Porsche entities in this context and - to the extent such data is anonymized (see Section 2.8.2) - to other third parties.

2.9. Applicable Law

- 2.9.1. These T&C, and any disputes arising out of or relating to these T&C, shall be governed by the laws of the State of Georgia without giving effect to its conflict of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).
- 2.9.2. You agree that sections 3.11 (Warranties, Liability and Indemnity) and 3.14 (Disputes, Binding Individual Arbitration, Class Action and Jury

Trial Waiver) apply to your use or access of the My Porsche Portal and the Marketplace.

3. Conditions of Sales via the Porsche Connect Store

3.1. General

3.1.1. On the Marketplace, Porsche Smart Mobility provides Customers with the Porsche Connect Store (hereafter referred to as **Porsche Connect Store**) in which Porsche Smart Mobility provides (i) vehicle-related and vehicle-independent services (hereafter referred to as **Porsche Connect Services**) and (ii) other products and services (hereafter referred to as **PSM Products**).

3.1.2. In addition to the foregoing provisions, this Section 3 applies to the use of the Porsche Connect Store, the ordering and use of Porsche Connect Services as well as the purchase and use of PSM Products by a Customer of Porsche Smart Mobility (hereafter referred to as **PSM Customer**). A PSM Customer may be a Primary User, a Secondary User or a General User as defined under Section 3.2. Porsche Smart Mobility offers a selection of different services and products that may be subject to additional terms and conditions.

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 PSM Customer who is a party to these T&C and who may be one of the following: (a) the owner of the vehicle, (b) the primary custodian/User of the vehicle if not the owner and/or (c) a member of a user group which is explicitly permitted by Porsche Smart Mobility as Primary User (i.e., lessees or employees who are provided with the vehicle as a company car). A Connect-able vehicle is permitted to have only one Primary User. The complete scope of functions of the My Porsche Portal, the Porsche Connect Store and the Porsche Connect Services subscription is available to the Primary User, and the subscription and configuration of vehicle-related and vehicle-independent Porsche Connect Services and PSM Products is tied to the Primary User.

3.2.2. **Secondary User** in relation to a Connect-able vehicle is a PSM Customer, who is not a Primary User but who is authorized as Secondary User by the Primary User and who has created a Porsche ID. The scope of functions of the My Porsche Portal, the Porsche Connect Store and the Porsche Connect Services subscription depends on the scope of rights granted to you by the Primary User and/or the system to the Secondary User. Vehicle-related services subscriptions are not available to a Secondary User, but the Primary User may grant certain rights in vehicle-related services to the Secondary User. The subscription and configuration of vehicle-independent Porsche Connect Services and PSM Products, however, is available to the Secondary User.

3.2.3. **General User** is a PSM Customer who is neither a Primary nor Secondary User of a Connect-able vehicle. A General User may use only a limited scope of functions available from the Porsche Connect Store. Vehicle-related Porsche Connect Services subscriptions are not available to General Users, although the subscription and configuration of vehicle-independent Porsche Connect Services and PSM Products are available to General Users.

3.2.4. These T&C apply to all third party Users of the Services under your Porsche ID. You are responsible for (i) all activities of Users that access or use the Services under your Porsche ID, (ii) informing other Users that their access and use of the Services is subject to these T&C, and (iii) ensuring that such Users comply with these T&C.

3.3. Ordering Services/Products

3.3.1. The presentation of Porsche Connect Services and PSM Products in the Porsche Connect Store does not constitute binding offers by

Porsche Smart Mobility to enter into a sales contract. The PSM Customer may choose Porsche Connect Services or PSM Products from the product range in the Porsche Connect Store and add them into your online shopping cart via an "Add to Cart" button (or similar). You will have the opportunity to review your order before it is submitted. All Porsche Connect Services or PSM Products selected by the PSM Customer, their total price including applicable taxes as well as duties, charges and shipping costs are again displayed in an order overview to the PSM Customer for review. Your order will be submitted after you (i) click the "Order with Obligation to Pay" button, and (ii) accept these T&C by clicking on the corresponding button. By placing an order via the Porsche Connect Store, you confirm that you have read these T&C, and you agree to be bound by and accept these T&C.

3.3.2. Porsche Smart Mobility shall confirm receipt of the PSM Customer's order by e-mail. However, pursuant to Section 3.3.1, your placement of an order will not necessarily ensure that we will accept your order. Orders are subject to acceptance by us and we may, at any time and in our sole discretion, refuse to accept your order.

3.3.3. If the Porsche Connect Services ordered by the PSM Customer cannot be delivered, e.g., because the corresponding goods are not in stock, or the Porsche Connect Services cannot be provided, Porsche Smart Mobility may refrain from accepting the order. In this case, Porsche Smart Mobility shall inform the PSM Customer thereof without undue delay. If we do not accept your order, we will contact you at the email address or telephone number provided.

3.4. Subscription to Porsche Connect Services

3.4.1. A Primary User may subscribe to individual or multiple Porsche Connect Services through the Porsche Connect Store in accordance with these T&C and any applicable terms of use (which are available in the Porsche Connect Store).

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

3.4.3. Porsche Smart Mobility, in its sole discretion, reserves the right to change or modify the Services, in whole or in part, at any time and without notice or liability to you. Porsche Smart Mobility may be required from time to time to suspend or limit your access to or use of the Services without further notice to you and without liability to you, to address system issues, issues with your Porsche ID, or other issues that may impact the performance, enjoyment, or security of the Services.

3.4.4. Vehicle-related Porsche Connect Services may be ordered only by a Primary User for a Connect-able vehicle for which a respective Vehicle Link exists in the My Porsche Portal (see Section 3.4.5). Such Services are vehicle-bound and may not be transferred to, or 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.

3.4.5. The PSM Customer may view on the My Porsche Portal which vehicles (if any) are linked with its Porsche ID (hereafter referred to as **Vehicle Link**) and whether they are defined as Primary User or Secondary User for such Vehicle Link(s). If a Primary User's Vehicle Link is not displayed on the Primary User's My Porsche Portal, the Primary User may request on the My Porsche Portal or through a Porsche Center the set-up of the Vehicle Link. Pursuant to Section 3.8.1, the set-up of the Vehicle Link may be subject to the provision of evidence of ownership of the vehicle by the Primary User and, in case of a used vehicle, the deletion of the relevant Vehicle Link by the previous Primary User.

3.5. Your Responsibilities

3.5.1. Always drive safely and obey all laws, traffic rules and regulations while operating any services or connected devices from your vehicle. Failure to operate services or connected devices in a safe and lawful manner may result in an accident. Your use of the services or connected devices is at your sole risk and sole responsibility.

3.5.2. The Products and Services are protected by IP rights. You may not copy, distribute, modify, perform, broadcast, display, transmit, reuse, re-post, use (except as expressly set out herein) or claim any right in any aspect of the Products and/or Services, including the content, features, text, images, audio, and video without PSM's express, prior written permission. Any trademarks, logos, and service marks, or other indicia of ownership displayed in connection with the Products and/or Services are the registered and/or unregistered trademarks ("Marks") of PSM, its affiliates or other third parties. Nothing contained in the Products or Services gives you any license or right to use or display any such Marks without the written permission of PSM or the other owner thereof and your use of the Marks is expressly prohibited.

3.5.3. Customer agrees that Customer will not directly or indirectly engage in the following conduct: (i) harm or disrupt the operation or performance of the Services, or harm or disrupt the use of the Services by others; (ii) intercept any network connection or other communication; (iii) misrepresent your identity or impersonate any person to attempt to gain access to the Services; (iv) upload or distribute malware, viruses, Trojan horses, worms, or any other similar applications that may damage the operation of the Services; (v) circumvent, disable, or otherwise impair the functionality or security of the Services; (vi) circumvent any copy protections of the Services; (vii) remove or modify any copyright notices, Marks or other proprietary rights notices contained in the Services, or (viii) otherwise use or access the Services in a manner that would violate these T&C.

3.6. Automatic Renewal of the Subscription to Porsche Connect Services

3.6.1. Subject to the rights of termination or cancellation described in sections 3.9 and 3.10.1, the primary user and Porsche Smart Mobility may execute an agreement for a fixed-term Porsche Connect Service with automatic renewal provisions. Upon the expiration of the initial term for such Porsche Connect Services, the term may be automatically renewed for the term and rate specified in the further Terms of Use for Porsche Connect Services and pricing terms available on the portal and store.

3.6.2. Pursuant to section 3.9, the right of termination can be exercised by contracting Porsche Smart Mobility in writing (Porsche Smart Mobility Inc., One Porsche Drive, Atlanta, GA 30354) or email (info@porsche.us) or via the function "Terminate automatic renewal" accessible through the Porsche Connect Services.

3.6.3. By agreeing to these T&C, the additional Terms of Use for Porsche Connect Services, and pricing terms available in the portal and store, you acknowledge your understanding of an agreement to the automatic renewal of the subscription to Porsche Connect Services and your rights of termination.

3.7. Sales of PSM Products

3.7.1. One or more Individual PSM Products may be separately purchased in the Porsche Connect Store in accordance with these T&C and additional terms of use. Insofar a provision of these T&C conflicts with the PSM Product-specific additional terms of use, the PSM Product-specific additional terms of use shall prevail.

3.7.2. Availability, description, term (as applicable), purchase price, payment and delivery terms of the PSM Product are detailed in the Porsche Connect Store and may be specified in such PSM Product-specific additional terms of use.

3.7.3. Please note that the purchase of PSM Products may be subject to additional and perhaps more restrictive conditions than contained herein. In this case, we will expressly indicate this prior to the purchase.

3.8. Sale and/or permanent transfer of the vehicle

3.8.1. 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 must (i) delete the respective Vehicle Link on the My Porsche Portal and (ii) inform the Used-Car Purchaser on any existing Porsche Connect Services for the respective Connect-able vehicle.

3.8.2. In case of sale or permanent transfer of a Connect-able vehicle, the Primary User - in addition to its termination rights pursuant to Section 2.2.2 - may terminate all Porsche Connect Services concerning the relevant vehicle with a 2 weeks' notice prior to the end of the calendar month. Insofar as a Porsche Connect Service is terminated before the end of its term pursuant to the foregoing sentence, there will be no reimbursement (pro rata or otherwise) of the prepaid payment. The Used-Car Purchaser may however make use of the remaining term if it registers for a Porsche ID and orders 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.

3.9. Term and Termination of the Porsche Connect Services

3.9.1. A PSM Customer (with regard to a vehicle-independent service) or the Primary User (with regard to a vehicle-related service) may terminate a free of charge Porsche Connect Service without an agreed minimum term by providing at least two weeks' notice prior to the end of the calendar month. To the extent permitted by applicable law, Porsche Smart Mobility may terminate a free of charge Porsche Connect Service without an agreed upon minimum term immediately and at any time with or without notice.

3.9.2. A PSM Customer (with regard to a vehicle-independent service) or the Primary User (with regard to a vehicle-related service) may terminate a fixed-term Porsche Connect Service (that is, a Porsche Connect Service for which a fixed term with an automatic renewal of such term is agreed) only by providing at least 2 weeks' notice prior to the end of the term of such fixed-term Porsche Connect Service, if otherwise the term would be automatically renewed. To the extent permitted by applicable law, Porsche Smart Mobility may terminate a fixed-term Porsche Connect Service (i) immediately with or without notice if PSM determines, in its sole judgment, that the PSM Customer or the Primary User has violated these T&C, or (ii) without cause upon 2 weeks prior notice to you.

3.9.3. In case of a termination of the Porsche ID pursuant to Section 2.2, the Porsche Connect Services will in any case be provided to the PSM Customer in accordance with the respective applicable provisions of these T&C until the end of the respective term or their termination pursuant to Section 3.9.1 to 3.9.2.

3.9.4. The termination pursuant to Section 3.8.2 as well as Section 3.9.1 to 3.9.2 may be made in writing, via email or via the Porsche Connect Store via the function "Terminate Automatic Renewal".

3.10. Cancellation of the Services and Return of Products

3.10.1. **Cancellation of Services.** You have the right to cancel these T&C for Services you purchased from PSM for any or no reason within 14 days after you subscribe to the Services. To exercise this right, you must inform us of your desire to cancel the Services either via mail (Porsche Smart Mobility Inc., One Porsche Drive, Atlanta, GA 30354, USA), phone (1-800-PORSCHE), or email (info@porsche.us). If you cancel these T&C for Services during such cancellation period, Porsche Smart Mobility shall refund you the payments Porsche Smart Mobility received from you; provided, that if you began to use the

Services within the 14 day cancellation period, we shall refund the amount after deducting a pro-rated portion of the value of the Services used during the 14 day cancellation period. Porsche Smart Mobility will provide such refund within 14 days from the date in which Porsche Smart Mobility was informed about your decision to cancel these T&C. Porsche Smart Mobility will carry out such refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, we will not charge any fees as a result of such refund.

3.10.2. Return of Products. You have the right to return any Products you purchased from PSM for any or no reason within 14 days after your purchase date. To exercise this right, you must inform us of your desire to cancel via mail (Porsche Smart Mobility Inc., One Porsche Drive, Atlanta, GA 30354, USA), phone (1-800-PORSCHE), or email (info@porsche.us) and return the Products within 14 days after your purchase date. In order to receive a full refund, all returned Products must be in their original and unused condition, and we will refund you all payments received from you, including the costs of delivery (minus costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), within 14 days after Porsche Smart Mobility receives the returned Products. We will carry out such refund using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, we will not charge any fees as a result of such refund.

3.11. Warranties, Liability and Indemnity

3.11.1. No Warranties. To the maximum extent permitted by applicable law, Porsche Smart Mobility makes no representations or warranties, express or implied, including any implied warranty of merchantability, fitness for a particular purpose, non-infringement, quality, accuracy, and availability concerning the products and/or services. To the maximum extent permitted by applicable law, the products and/or services are provided "as is", "with all faults" and "as available".

Some jurisdictions do not allow limitations of implied warranties, so certain limitations stated above may not apply to you, in which case Porsche Smart Mobility's warranties shall be limited to the extent permitted by applicable law.

3.11.2. Liability. The entire liability of Porsche Smart Mobility and its parent, affiliates, and their respective officers, directors, employees, representatives, licensees, authorized designees, successors and assigns (the "**PORSCHE GROUP**"), for all damages of every kind and type (whether such damages arise in contract, tort or otherwise) shall be limited to (A) the total amount actually paid by you for the products or services or (B) the proportionate amount of the service charges attributable to the affected period; provided, however, if the products or services are proved to you without charge, than the Porsche Group shall have no liability to you whatsoever. The foregoing terms set a limit in the amount of damages payable and are not intended to establish liquidated damages. You expressly recognize and acknowledge that such limitation of liability (I) is an essential part of these T&C and Porsche Smart Mobility's provision of the products or services to you, and (II) is an essential factor in establishing the price of the products or services. In addition, Porsche Group accepts no liability for the accuracy and completeness of data and information provided via the Products or Services by third parties.

3.11.3. To the maximum extent permitted by applicable law, in no event will Porsche Group be liable to you for any indirect, special, incidental, consequential, exemplary or punitive damages arising out of or relating to the products or services (including without limitation lost profits, lost revenue, loss of goodwill, loss of data or user content, or business interruption), even if Porsche Group is apprised of the likelihood of such damages occurring.

3.11.4. The limitations set forth in this section will not limit or exclude liability for the gross negligence, international misconduct or fraud of Porsche Smart Mobility.

3.11.5. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion set forth in Section 3.11.3 may not apply to you. In New Jersey, the limitations set forth in Section 3.11.2 will not limit or exclude liability for the negligence of Porsche Smart Mobility.

3.11.6. Indemnity. In consideration of Porsche Smart Mobility's provision of the Products or Services to you and the rights granted to you, to the maximum extent permitted by law and unless prohibited by law, you agree to indemnify the Porsche Group and hold the Porsche Group harmless from and against any and all losses, damages, injuries (including death), causes of action, claims, penalties, interest, additional taxes, demands, and expenses, including reasonable legal fees and expenses, of any kind or nature arising out of or on account of, or resulting from, any third party claim or demand made to or against Porsche Group: (i) arising out of your failure to comply with these T&C; (ii) arising out of your negligence, willful misconduct, or fraud; or (iii) arising out of the negligence, willful misconduct, or fraud of any other person accessing or using the Products or Services through your Porsche ID. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses. This provision shall remain in full force and effect notwithstanding any termination of your use of the Products or Services.

3.12. CUSTOMER SERVICE

In case of questions, claims or complaints, please contact our customer service as follows:

1-800-PORSCHE, info@porsche.us or at
Porsche Smart Mobility, Inc.
One Porsche Drive, Atlanta, GA 30354

3.13. Applicable Law

3.13.1. These T&C, and any disputes arising out of or relating to these T&C, shall be governed by the laws of the State of Georgia without giving effect to its conflicts of law principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

3.14. Disputes, Binding Individual Arbitration, Class Action and Jury Trial Waiver

3.14.1. Porsche Smart Mobility is available to address any concerns you may have regarding the Services. You may call us at: 1-800-PORSCHE, email us at info@porsche.us, or send us regular mail at Porsche Smart Mobility, Inc., One Porsche Drive, Atlanta, GA 30354, USA.

3.14.2. Mandatory Binding Arbitration. The parties to these T&C agree that final and binding arbitration on an individual basis shall be the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of these T&C, the Services, the Products or your purchase. Notwithstanding the foregoing, any dispute or claim relating to patent, copyright, trademark, trade secret, privacy or publicity rights, shall not be resolved in arbitration and, instead, the parties agree that such dispute shall be resolved exclusively in state or federal court in the State of Georgia, and the parties consent to exclusive jurisdiction and venue in such courts. The parties hereto acknowledge and agree that the Federal Arbitration Act and federal arbitration law apply to

arbitrations under these T&C (despite any other choice of law provision).

Arbitration under these T&C shall be conducted by the American Arbitration Association (the "AAA"). For claims of less than or equal to \$75,000 (exclusive of attorney's fees, costs, and alleged punitive damages or penalties), the AAA's Consumer Arbitration Rules will apply; for claims over \$75,000, the AAA's Commercial Arbitration Rules shall apply. For claims under the Consumer Arbitration Rules, there shall be one arbitrator. For claims under the Commercial Arbitration Rules, there shall be one arbitrator, unless the total amount of the claims and counterclaims (exclusive of attorney's fees, costs, and alleged punitive damages or penalties), shall be \$3 million or more, in which case there will be three arbitrators. The place of arbitration will be Atlanta, Georgia. The AAA rules are available at <https://www.adr.org>. Any Notice of Arbitration should be mailed to us at the following address:

Porsche Smart Mobility, Inc.
Attn: Legal Department
One Porsche Drive
Atlanta, GA 30354

3.14.3. **Class Action Waiver.** To the fullest extent permitted by applicable law, arbitration shall proceed solely on an individual basis without the right for any disputes to be arbitrated on a class action basis or on basis involving claims brought in a purported

representative capacity on behalf of others. Disputes may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any dispute with anyone who is not a named party to the arbitration. In the event that this class action waiver is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction without a jury and not in arbitration.

3.14.4. **Waiver of Rights, including to Trial by Jury.** By agreeing to arbitration, the parties understand and agree that they are waiving their rights to maintain other available resolution processes, such as a court action or administrative proceeding, to settle their disputes. The rules in arbitration are different. There is no judge or jury, and review of an arbitrator's decision is very limited. We both further agree that, whether a claim will be resolved in arbitration or in court, the parties both waive any right to a jury trial involving any claims or disputes.

3.14.5. To the extent permitted by applicable law, and unless prohibited by applicable law, Customer agrees that Customer must file any arbitration request, claim or cause of action arising out of or relating to the Services or Products or otherwise relating to these T&C within one (1) year after the events giving rise to such request, claim or cause of action, or you shall be forever barred from filing such request, claim or cause of action.