



PORSCHE

Porsche Hong Kong Ltd.

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

1. Scope and Definitions

- 1.1. Porsche Hong Kong Ltd., Rooms 1413-16, 14/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong (hereafter referred to as **Porsche HK, PHK or We**) operates under www.porsche.com/pap/_hong-kong/
- (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 Hong Kong consumer law or (ii) business, who purchases Products and/or Services.
- 1.4. **Seller** may be
(i) Porsche HK or
(ii) a third party seller (including other Porsche entities) (hereafter referred to as **Third Party Seller**),
who provides Customers with access to their own Marketplace store, under which they provide and sell Products and/or Services.
- 1.5. These T&C apply to:
(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.

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 Porsche HK 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. Porsche HK may amend these T&C for legitimate reasons, in particular for legal, regulatory or security reasons. If Porsche HK amends these T&C after the conclusion of a Porsche ID-Contract, the changes will only be valid once reasonable notice has been provided to the Customer and Customer indicates consent to those changes either by giving express consent or by

continuing to use the Services. If Customer does not consent to the changes, Customer must cease using the My Porsche Portal, and terminate the Porsche ID-Contract. To the extent Customer has any data stored on the My Porsche Portal it may request the return of such data.

- 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 is mandatory for the performance of the Porsche ID-Contract. Such mandatory information is 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 Porsche HK's approval.
- 2.2.2. Customer may terminate the Porsche ID-Contract as a whole at any time. Porsche HK may end the Porsche ID-Contract at any time on reasonable notice, for example if Customer is in breach by not making a payment or not providing information, which is necessary for provision of the Products or Services. Porsche HK is in particular entitled to suspend or, in serious cases, exclude individual Customer from the My Porsche Portal and the Marketplace.
- 2.2.3. 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) on four (4) weeks' notice.
- 2.2.4. The termination may be made in writing, via email or via the My Porsche Portal via the function "Delete Account".
- 2.2.5. A right of termination 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 by using their log-in details. 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. Porsche HK's Role and Performance of Contracts concluded on Marketplace

- 2.4.1. Porsche HK is the operator of the Marketplace. Porsche HK 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. Porsche HK 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. Porsche

- HK 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 Porsche HK. In particular, Porsche HK shall not be responsible and/or held liable for any contracts entered into between Customer and Third Party Seller. Porsche HK 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, Porsche HK 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. Porsche HK's Liability for the use of the Marketplace and the Porsche ID-Contract**
- 2.5.1. Porsche HK accepts no liability for the accuracy or completeness of data and information provided by Customer and Third Party Seller.
- 2.5.2. This No. 2.5.2 shall apply only where the Customer is **not** a "consumer" (as such term is explained in No. 3.8, below):
- 2.5.2.1. Nothing in these T&C shall exclude or limit either party's liability for (i) fraud; (ii) death or personal injury caused by its negligence; (iii) breach of the terms implied by section 14 of the Sale of Goods Ordinance (Cap. 26); or (iv) any other liability which cannot be excluded or limited by applicable laws.
- 2.5.2.2. Subject to No. 2.5.2.1, Porsche HK shall have no liability whether in contract, tort (including negligence) breach of statutory duty or otherwise for (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of anticipated savings; (iv) loss of business; (v) loss of opportunity; (vi) loss of goodwill; (vii) loss of reputation; (viii) loss of, or damage to or corruption of data; or (ix) any indirect or consequential loss or damage howsoever caused and whether such loss or damage was foreseeable or in the contemplation of the parties.
- 2.5.2.3. Subject to No. 2.5.2.1, Porsche HK'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 by the Customer in the 12 months prior to the act (or failure to act) giving rise to the claim.
- 2.5.3. This No 2.5.3 shall only apply where the Customer is a "consumer":
- 2.5.3.1. Nothing in these T&C shall exclude or limit Porsche HK's liability for (i) fraud; (ii) death or personal injury caused by its negligence; (iii) breach of the terms implied by section 14 of the Sale of Goods Ordinance (Cap. 26); or (iv) any other liability which cannot be excluded or limited by applicable laws.
- 2.5.3.2. To the fullest extent permissible under applicable law, Porsche HK 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. 3.8. 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.
- 2.5.3.3. Subject to No. 2.5.3.1 and 2.5.3.2, Porsche HK'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 to the fullest extent permissible under applicable law be limited to 100% of the charges paid and payable by you in the 12 months prior to the act (or failure to act) giving rise to the claim.
- 2.5.4. Customer shall take all reasonable measures necessary to avoid and reduce damages.
- 2.6. IP Rights**
- 2.6.1. Notwithstanding the foregoing, Customer is obliged to respect and not to infringe intellectual property rights, including but not limited to copyrights, designs, trademarks and patents, (hereafter referred to as **IP rights**) of Porsche HK, other Users and other third parties.
- 2.6.2. Customer shall be liable to pay Porsche HK its costs reasonably incurred as a result of claims that other Users or other third parties assert against Porsche HK due to a violation of their IP rights insofar as Customer is responsible for such infringement.
- 2.6.3. Porsche HK 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**
- Your data will be collected and processed in accordance with our privacy policy which can be found at any time under <https://connect-store2.porsche.com/hk/en/t/privacy>.
- 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 HK 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 the purposes set out in the Privacy Policy.
- 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 HK or other Porsche entities in this context and - to the extent such data is anonymized (see No. 2.8.2) - to other third parties, as set out in the Privacy Policy.
- 2.8.4. The usage of data according to this number will be in compliance with applicable data protection law. Further information can be found in the data protection and privacy information at <https://connect-store2.porsche.com/hk/en/t/privacy>.
- 2.9. Applicable Law and Jurisdiction**
- 2.9.1. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Hong Kong SAR over any claim or matter arising under or in connection with these T&C.
- 2.9.2. For all disputes arising from or in relation to this contractual agreement, Hong Kong law applies under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Despite the application of Hong Kong law, Customers who are consumers also enjoy the protection of the mandatory provisions of the law of the jurisdiction in which the consumer has its habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the jurisdiction in which the consumer has its habitual residence, such as consumer protection laws, shall remain unaffected.
- 2.10. Final Provisions**
- 2.10.1. Customer may assign the rights arising from the parties' contractual relationship to third parties only with Porsche HK'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 in full force and effect.
- 2.10.3. 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 the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of these T&C.
- 3. Conditions of Sales via the Porsche Connect Store**
- 3.1. General**
- 3.1.1. On the Marketplace, Porsche HK provides the Customers with the Porsche Connect Store (hereafter referred to as **Porsche Connect Store**) in which Porsche HK 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 **PHK 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 PHK Products by a Customer of Porsche HK (hereafter referred to as **PHK Customer**). PHK Customer is a Primary User, a Secondary User and a General User as defined under No. 3.2. Porsche HK 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 PHK 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 Porsche HK 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 PHK Products is possible.

3.2.2. **Secondary User** in relation to a Connect-able vehicle is a PHK 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 PHK Products is generally possible.

3.2.3. **General User** is a PHK 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 PHK Products is possible.

3.3. Conclusion of Contract

3.3.1. The Porsche Connect Services and PHK Products in the Porsche Connect Store do not constitute binding offers by Porsche HK to enter into a sales contract, but merely invite the PHK Customer to make a binding offer as to whether and which goods it wants to order from Porsche HK. The PHK Customer may choose Porsche Connect Services or PHK Products from the product range in the Porsche Connect Store and add them to the 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 PHK Products selected by the PHK Customer, their total price including statutory VAT (if applicable) in the respective applicable amount as well as duties, charges and shipping costs are again displayed in an order overview to the PHK Customer for review. At that stage, the PHK 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 a durable medium by the PHK Customer. Via the button "Order with Obligation to Pay" (or similar), the PHK Customer submits a binding offer for the conclusion of a sales contract on the Porsche Connect Services or PHK Products collected in the cart. The offer can, however, only be submitted and transferred if the PHK Customer accepts, and thereby includes in its offer, these T&C by clicking a corresponding button.

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

3.3.3. The contract shall only become effective once Porsche HK has accepted the PHK Customer's offer. Porsche HK'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 Porsche HK handing over the PHK Products for dispatch and informing the PHK 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 Porsche HK has confirmed them in writing.

3.3.4. If the Porsche Connect Services ordered by the PHK Customer cannot be delivered, e.g. because the corresponding goods are not in stock, or the Porsche Connect Services cannot be provided, Porsche HK may refrain from accepting the order. In this case, no contract will be concluded. Porsche HK shall inform the PHK 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 PHK Customer. The PHK 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 be booked in the Porsche Connect Store in accordance with these T&C and possible further applicable terms of use may apply. Any such additional terms will be brought to the PHK Customer's attention before a purchase is concluded. 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, 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 specification and available equipment options 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). These Services 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. PHK 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 Porsche HK 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 PHK Products

3.5.1. Individual or several PHK Products may be purchased in the Porsche Connect Store in accordance with these T&C and further terms of use may apply. Any such additional terms will be brought to the PHK Customer's attention before purchase is concluded. 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 PHK Product are detailed in the Porsche Connect Store and may be specified in the further terms of use.

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 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. PHK Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) and Porsche HK 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 insofar No. 3.7.2) with 2 weeks' notice to the end of the calendar month.
- 3.7.2. PHK Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) and Porsche HK may terminate a fixed-term Porsche Connect Service (that is a Porsche Connect Service for which a fixed-term with an automatic prolongation of such term is agreed) with 2 weeks' notice to the end of the fixed-term, if otherwise the term would be prolonged automatically. 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 PHK Customer subject to the respective applicable numbers of these T&C until the end of the respective term or their termination pursuant to No. 3.7.1 to 3.7.2.
- 3.7.4. The termination pursuant to No. 3.6.2 as well as No. 3.7.1 to 3.7.2 may be made in writing, via email or via the Porsche Connect Store via the function "Terminate Automatic Prolongation".
- 3.7.5. A right of termination for cause remains unaffected by the aforementioned provisions.

3.8. Right of Withdrawal for Consumers

If the PHK Customer is a consumer, he/she has a right of withdrawal for a period of 14 days in case of the (i) booking of Porsche Connect Services pursuant to No. 3.3 and 3.4. and (ii) purchase of PHK Products pursuant to No. 3.3 and 3.5. Where the right of withdrawal differs from this, specific information will be provided to the PHK Customer. A consumer is an individual acting for purposes which 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 if you purchased Porsche Connect Services. To exercise the right of withdrawal, you must inform us (Porsche Connect Support - c/o Porsche Hong Kong Ltd. - Rooms 1413-16, 14/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong, phone number: [800906899], e-mail address: connect@cn.porsche.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post 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.

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 14 days from the day on which we are informed about your decision to withdraw from this contract. 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.

Information on the expiry of the right of withdrawal:

The right of withdrawal expires prematurely in the case of services if the service has been completely rendered and the PHK Customer requested the service to

start before the expiry of the withdrawal period. The right of withdrawal expires prematurely in the case of contracts relating to digital content if the PHK Customer requests and carries out the download of the digital content before the expiry of the withdrawal period.

To exercise the right of withdrawal, you may use the following model withdrawal form, but it is not obligatory.

Model withdrawal form

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

- To Porsche Connect Support - c/o Porsche Hong Kong Ltd. - Rooms 1413-16, 14/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong, e-mail address: connect@cn.porsche.com
- 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

(*) Delete as appropriate

3.9. Rights in case of Defects

The statutory provisions, including, where applicable, mandatory consumer rights, regarding PHK Customer's rights in case of defects apply.

3.10. Porsche HK's Liability for Sales via the Porsche Connect Store

3.10.1. This No. 3.10.1 shall apply only where the Customer is **not** a "consumer" (as such term is explained in No. 3.8, above):

3.10.1.1. Nothing in these T&C shall exclude or limit either party's liability for (i) fraud; (ii) death or personal injury caused by its negligence; (iii) breach of the terms implied by section 14 of the Sale of Goods Ordinance (Cap. 26); or (iv) any other liability which cannot be excluded or limited by applicable laws.

3.10.1.2. Subject to No. 3.10.1.1, Porsche HK shall have no liability whether in contract, tort (including negligence) breach of statutory duty or otherwise for (i) loss of revenue; (ii) loss of actual or anticipated profits; (iii) loss of anticipated savings; (iv) loss of business; (v) loss of opportunity; (vi) loss of goodwill; (vii) loss of reputation; (viii) loss of, or damage to or corruption of data; or (ix) any indirect or consequential loss or damage howsoever caused and whether such loss or damage was foreseeable or in the contemplation of the parties.

3.10.1.3. Subject to No. 3.10.1.1, Porsche HK'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 to the fullest extent permissible under applicable law be limited to 100% of the charges paid and payable by the Customer in the 12 months prior to the act (or failure to act) giving rise to the claim.

3.10.2. This No. 3.10.2 shall only apply where the Customer is a "consumer":

3.10.2.1. Nothing in these T&C shall exclude or limit Porsche HK's liability for (i) fraud; (ii) death or personal injury caused by its negligence; (iii) breach of the terms implied by section 14 of the Sale of Goods Ordinance (Cap. 26); or (iv) any other liability which cannot be excluded or limited by applicable laws.

3.10.2.2. To the fullest extent permissible under applicable law, Porsche HK 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. 3.8. 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.

3.10.3. Subject to No. 3.10.2.1 and 3.10.2.2, Porsche HK'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 to the fullest extent permissible under applicable law be limited to 100% of the charges paid and payable by you in the 12 months prior to the act (or failure to act) giving rise to the claim.

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

3.11. Data protection

PHK Customer is obliged to inform drivers of a vehicle for which a Vehicle Link exists on the privacy policy of Porsche HK 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-store2.porsche.com/hk/en/t/privacy>.

3.12. Use of Data

3.12.1. In connection with the use of the Porsche Connect Store, in particular by purchasing Porsche Connect Services, certain data - potentially also personal data - may be 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.

3.12.2. Porsche HK may use data as indicated in No. 3.12.1 in an anonymized form for (i) the purpose of managing and improving the quality, safety, and security of Porsche Connect Services and/or PHK Products (including Porsche vehicles) and (ii) as set out in the Privacy Policy for other commercial purposes.

3.12.3. For the above purposes, such data may also be transferred to other Porsche entities and other third parties that are engaged by Porsche HK or other Porsche entities in this context and - to the extent such data is anonymized (see No. 3.12.2) - to other third parties, as set out in the Privacy Policy.

3.12.4. The usage of data according to this number will be in compliance with applicable data protection law. Further information can be found in the data protection and privacy information at <https://connect-store2.porsche.com/hk/en/t/privacy>.

3.13. CUSTOMER SERVICE

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

- (i) e-mail: connect@cn.porsche.com or
- (ii) mail: Porsche Connect Support - c/o Porsche Hong Kong Ltd. - Rooms 1413-16, 14/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong, e-mail address: connect@cn.porsche.com.

3.14. Applicable Law and Jurisdiction

3.14.1. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of Hong Kong SAR over any claim or matter arising under or in connection with these T&C.

3.14.2. For all disputes arising from or in relation to this contractual agreement, Hong Kong law applies under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Despite the application of Hong Kong law, PHK Customers who are consumers also enjoy the protection of the mandatory provisions of the law of the jurisdiction in which the consumer has its habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the jurisdiction in which the consumer has its habitual residence, such as consumer protection laws, shall remain unaffected.

3.15. Final Provisions

3.15.1. PHK Customer may assign the rights arising from the parties' contractual relationship to third parties only with Porsche HK's written consent.

3.15.2. 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.

3.15.3. 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 the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any term of these T&C.