



PORSCHE

PORSCHE SALES & MARKETPLACE 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 Sales & Marketplace Products (hereafter referred to as **T&C**)

1. Scope and Definitions

- 1.1. Porsche Sales & Marketplace, Inc., One Porsche Drive, Atlanta, GA 30354, USA (hereafter referred to as "Porsche Sales & Marketplace", "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 (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 refer to the following terms as defined below: (i) Customers and (ii) Third Party Sellers.
- 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 other Porsche entities), who provides Customers with their own Marketplace store, under which they provide and sell 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.

Porsche Sales & Marketplace 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 Sales & Marketplace, 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 Sales & Marketplace 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.

Porsche Sales & Marketplace is not an internet service provider. As such, 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 Sales & Marketplace 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 3.17 (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. Porsche ID-Contract for the 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) (a "Porsche ID-Contract"). You may choose to create a Porsche ID-Contract (a) in connection with the vehicle purchase, in which case these T&C will be incorporated into the separate vehicle purchase agreement, (b) by your acceptance of the T&C through your registration on the My Porsche Portal or (c) by 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 as a framework agreement for the provision, use and subscription of Products or Services.

2.1.2. Your use of the Porsche ID-Contract alone (that means 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. Your use of the Porsche ID-Contract 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/her person at the time of registration on the My Porsche Portal and (ii) in case of respective changes to required or mandatory information, to correct without undue delay such information on the My Porsche Portal. Such required or mandatory information are marked as such when requested by us on the My Porsche Portal or on the Marketplace. Additionally, you are responsible for maintaining the confidentiality of your Porsche ID-Contract 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-Contract**
- 2.2.1. Customer may not transfer a Porsche ID-Contract to a third party without Porsche Sales & Marketplace 's approval.
- 2.2.2. Customer and Porsche Sales & Marketplace may terminate the Porsche ID-Contract as a whole at any time. Porsche Sales & Marketplace is in particular entitled to suspend or permanently disable access to the My Porsche Portal and the Marketplace. The termination of the Porsche ID-Contract shall not affect any already concluded individual sale contracts for Products or Services between Customer and Porsche Sales & Marketplace or Third Party Seller, as applicable. The termination of the Porsche ID-Contracts takes effect (i) in case the Customer has purchased any fixed-term Product or any fixed-term Service upon expiration of the remaining fixed-term or otherwise (ii) immediately.
- 2.2.3. The termination 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-Contract may use the Marketplace. Customers without a Porsche ID-Contract may also use the Marketplace via the function "Ordering as Guest" (to the extent available).
- 2.3.2. Customer may not use Products or Services for illegal purposes and Customer will not permit third parties to 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 Sales & Marketplace Role and Performance of Contracts concluded on Marketplace**
- 2.4.1. Porsche Sales & Marketplace is the operator of the Marketplace. Porsche Sales & Marketplace 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 Sales & Marketplace 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. Porsche Sales & Marketplace 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 Sales & Marketplace. In particular, Porsche Sales & Marketplace shall not be responsible and/or held liable for any contracts entered into between Customer and Third Party Seller. Porsche Sales & Marketplace 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 Sales & Marketplace 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 Sales & Marketplace's Liability for the use of the Marketplace and the Porsche ID-Contract**
- 2.5.1. Porsche Sales & Marketplace disclaims and accepts no liability for the accuracy and actuality of data and information provided by Customer and Third Party Seller.
- 2.5.2. The warranty and liability provisions set forth in Section 3.12 below also apply to your use of the My Porsche Portal and Marketplace.
- 2.6. IP Rights**
- Notwithstanding the foregoing, Customer is obliged to respect and not to infringe on intellectual property rights, including but not limited to copyrights, designs, trademarks and patents, ((hereafter referred to as **IP rights**) of Porsche Sales & Marketplace, other Users and other third parties. Customer shall indemnify and hold harmless Porsche Sales & Marketplace from all claims that other Users or other third parties assert against Porsche Sales & Marketplace 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 Sales & Marketplace including all court and attorney fees.
- Porsche Sales & Marketplace shall not be deemed to adopt any content relating to IP rights of third parties or other Users as its own.
- 2.7. Data Protection**
- We abide by our privacy policy which can be found at any time under <https://connect-store.porsche.com/pr/en/tac/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 Sales & Marketplace 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 Sales & Marketplace or other Porsche entities in this context and - to the extent such data is anonymized (see Section 2.8.2) - to other third parties.
- 2.8.4. The Usage of data according to this number will be in compliance with applicable data protection law. Further information can be found in the privacy policy under <https://connect-store.porsche.com/us/en/tac/t/privacy>.
- 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 3.12 (Warranties, Liability and Indemnity) AND 3.17 (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 Sales & Marketplace provides the Customers with the Porsche Connect Store (hereafter referred to as **Porsche Connect Store**) in which Porsche Sales & Marketplace 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 **PSM Products**).

3.1.2. In addition to the foregoing provisions, this Section 3 applies for the use of the Porsche Connect Store, the ordering and use of Porsche Connect Services as well as the purchase and possible use of PSM Products by a Customer of Porsche Sales & Marketplace (hereafter referred to as **PSM Customer**). PSM Customer is a Primary User, a Secondary User and a General User as defined under Section 3.2. Porsche Sales & Marketplace 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 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 Sales & Marketplace as Primary User (i.e., lessees or employees which are provided with the vehicle as a company car). A Connect-able vehicle is permitted to have exactly one Primary User. For a Primary User the complete scope of functions of the My Porsche Portal, the Porsche Connect Store and the Porsche Connect Services subscription is available. In particular, the subscription and configuration of vehicle related and vehicle independent Porsche Connect Services and PSM Products is possible.

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-Contract. 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. In particular, vehicle related services subscriptions are not possible, while their configuration is subject to the rights granted by the Primary User and the subscription and configuration of vehicle independent Porsche Connect Services and PSM Products is generally possible.

3.2.3. **General User** is a PSM 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 subscription and configuration of vehicle related Porsche Connect Services is not possible, while the subscription and configuration of vehicle independent Porsche Connect Services and PSM Products is possible.

3.2.4. These T&C apply to all third party Users of the Services under your Porsche ID-Contract. You are responsible for (i) all activities of Users that access or use the Services under your Porsche ID-Contract, (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. Conclusion of Contract

3.3.1. The presentation of Porsche Connect Services and PSM Products in the Porsche Connect Store does not constitute binding offers by Porsche Sales & Marketplace 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 collect them in a so-called shopping cart via e.g. the button "Add to Cart". Before clicking the button "Order with Obligation to Pay" (or similar), all Porsche Connect Services or 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 Sales & Marketplace 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 at 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 Sales & Marketplace may refrain from accepting the order. In this case, Porsche Sales & Marketplace 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 the 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 Sales & Marketplace, 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 Sales & Marketplace 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-Contract, or other issues that may impact the performance, enjoyment, or security of the Services.

3.4.4. Vehicle related Porsche Connect Services may only be ordered 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). They are vehicle-bound and may not be transferred to another Connect-able vehicle or be used in another Connect-able vehicle. This also applies if the Primary User of the respective Connect-able vehicle is also a Primary User of another Connect-able vehicle at the same time.

3.4.5. PSM 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 Sales & Marketplace 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 Section 3.9.1.

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

SUBJECT TO THE RIGHTS OF TERMINATION OR CANCELLATION DESCRIBED IN SECTIONS 3.10 AND 3.11.1, THE PRIMARY USER AND PORSCHE SALES AND MARKETPLACE 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.

3.7. Further Terms applicable to the Automatic Renewal of the Subscription to Porsche Connect Services

3.7.1. PURSUANT TO SECTION 3.10, THE RIGHT OF TERMINATION CAN BE EXERCISED BY CONTACTING PORSCHE SALES & MARKETPLACE IN WRITING (PORSCHE SALES & MARKETPLACE INC., ONE PORSCHE DRIVE, ATLANTA, GA 30354, USA), PHONE (1-800-PORSCHE), OR EMAIL (INFO@PORSCHE.US) OR VIA THE FUNCTION "TERMINATE AUTOMATIC RENEWAL" ACCESSIBLE THROUGH THE PORSCHE CONNECT SERVICES.

3.7.2. BY AGREEING TO THESE T&C, THE FURTHER TERMS OF USE FOR PORSCHE CONNECT SERVICES, AND PRICING TERMS AVAILABLE ON THE PORTAL AND STORE, YOU ACKNOWLEDGE YOUR UNDERSTANDING OF AND AGREEMENT TO THE AUTOMATIC RENEWAL OF THE SUBSCRIPTION TO PORSCHE CONNECT SERVICES AND YOUR RIGHTS OF TERMINATION.

3.8. Sales of PSM Products

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

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

3.8.3. Please note that the purchase of PSM Products may be subject to other and farther-reaching conditions. In this case, we will expressly indicate this prior to the purchase.

3.9. Sale and/or permanent transfer of the vehicle

3.9.1. 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.

3.9.2. 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 Section 2.2.2- may terminate all Porsche Connect Services concerning the relevant vehicle with a 2 weeks notice to the end of the calendar month. Insofar as a Porsche Connect Service is terminated before the end of its term pursuant to sentence 1, there will be no reimbursement (not even proportionally) of the respective made payment. The Used-Car Purchaser may however make use of the remaining term if it concludes a Porsche ID-Contract and 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.

3.10. Term and Termination of the Porsche Connect Services

3.10.1. 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 Sales & Marketplace may terminate a free of charge Porsche Connect Service without an agreed upon minimum term immediately and at any time with or without notice.

3.10.2. 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 Sales & Marketplace may terminate a fixed-term Porsche Connect Service (i) immediately with or without notice if PSM determines, in its sole judgment, that PSM Customer or the Primary User has violated these T&C, or (ii) without cause upon 2 weeks prior notice to you.

3.10.3. In case of a termination of the Porsche ID-Contract pursuant to Section 2.2, the Porsche Connect Services will in any case be provided to the PSM Customer subject to the respective applicable numbers of these T&C until the end of the respective term or their termination pursuant to Section 3.10.1 to 3.10.2.

3.10.4. The termination pursuant to Section 3.9.2 as well as Section 3.10.1 to 3.10.2.3 may be made in writing, via email or via the Porsche Connect Store via the function "*Terminate Automatic Renewal*".

3.11. Cancellation of the Services and Return of Products

Cancellation of Services. You have the right to cancel these T&C for Services you purchased from PSM within 14 days after you subscribe to the Services for any or no reason. To exercise this right, you must inform us of your desire to cancel the Services either via mail (Porsche Sales & Marketplace 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, Porsche Sales & Marketplace shall refund you the payments Porsche Sales & Marketplace 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 Sales & Marketplace will provide such refund within 14 days from the date in which Porsche Sales & Marketplace was informed about your decision to cancel these T&C. Porsche Sales & Marketplace 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.

3.11.1. **Return of Products.** You have the right to return any Products you purchased from PSM or within 14 days after your purchase date for any or no reason. To exercise this right, you must inform us of your desire to cancel via mail (Porsche Sales & Marketplace 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 Sales & Marketplace 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.

3.12. Warranties, Liability and Indemnity

3.12.1. **No Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PORSCHE SALES & MARKETPLACE 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 Sales and Marketplace's warranties shall be limited to the extent permitted by applicable law.

3.12.2. **Liability.** THE ENTIRE LIABILITY OF PORSCHE SALES & MARKETPLACE 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 PROVIDED TO YOU WITHOUT CHARGE, THEN THE PORSCHE GROUP SHALL HAVE NO LIABILITY TO YOU WHATSOEVER. THE FOREGOING TERMS SET A LIMIT ON 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 SALES & MARKETPLACE'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 actuality of data and information provided via the Products or Services by third parties.

3.12.3. 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.

3.12.4. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT LIMIT OR EXCLUDE LIABILITY FOR THE GROSS NEGLIGENCE, INTENTIONAL MISCONDUCT OR FRAUD OF PORSCHE SALES & MARKETPLACE.

3.12.5. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion set forth in Section 3.12.3 may not apply to you. In New Jersey, the limitations set forth in Section 3.12.2 will not limit or exclude liability for the negligence of Porsche Sales & Marketplace.

3.12.6. **Indemnity.** In consideration of Porsche Sales & Marketplace'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-Contract. 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.

3.13. Data protection

PSM Customer is obliged to inform drivers of a vehicle for which a Vehicle Link exists on the privacy policy of Porsche Sales & Marketplace 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/us/en/tac/t/privacy>.

3.14. Use of Data

3.14.1. 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.

3.14.2. Porsche Sales & Marketplace may use data as indicated in Section 3.14.1 in an anonymized form for (i) the purpose of managing and improving the quality, safety, and security of Porsche Connect Services and/or PSM Products (including Porsche vehicles) and (ii) for other commercial purposes.

3.14.3. For the above purposes, such data may also be transferred to other Porsche entities and other third parties that are engaged by Porsche Sales & Marketplace or other Porsche entities in this context and - to the extent such data is anonymized (see Section 3.14.2) - to other third parties.

3.14.4. The usage of data according to this number will be in compliance with applicable data protection law. Further information can be found in the privacy policy under <https://connect-store.porsche.com/us/en/tac/t/privacy>.

3.15. CUSTOMER SERVICE

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

- (i) e-mail: info@porsche.us or
- (ii) mail: Porsche Sales & Marketplace, Inc., Attn: Legal Department, One Porsche Drive, Atlanta, GA 30354, USA

3.16. Applicable Law

3.16.1. 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).

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

3.17.1. Porsche Sales & Marketplace 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 Sales & Marketplace, Inc., Attn: Legal Department, One Porsche Drive, Atlanta, GA 30354, USA.

3.17.2. **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. 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 Sales & Marketplace Inc.
Attn: Legal Department
One Porsche Drive, Atlanta, GA 30354, USA

3.17.3. **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 BASES 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.

3.17.4. **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.

3.17.5. 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.