



PORSCHE

## PORSCHE SMART MOBILITY GmbH

### 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 GmbH, Porscheplatz 1, DE-70435 Stuttgart, Germany, registered with the commercial register of the district court (Amtsgericht) of Stuttgart under HRB 730595 (hereafter referred to as **Porsche Smart Mobility, PSM or We**) operates under [www.porsche.com](http://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**), such as the Porsche Connect Store (as defined in No. 3.1.1), 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 § 1 of the Norwegian Act Relating to Consumer Purchases 2002 (*Forbrukerkjøpsloven* "ARCP") or (ii) a customer acting as part of a commercial enterprise, who purchases Products and/or Services.

**1.4.** Seller may be

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

**1.5.** These T&C apply for

- (i) the use of the My Porsche Portal and the Marketplace pursuant to No. 2 by Customer, and
- (ii) sales via the Porsche Connect Store, the use of the Porsche Connect Store and the booking and use of Porsche Connect Services pursuant to No. 3.

These T&C shall also apply to all future transactions with Customer. The application of Customer's conflicting, deviating or supplementary terms and conditions shall be excluded, even if Porsche Smart Mobility does not expressly object to such terms and conditions.

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

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

**2.1.1.** In order to use the My Porsche Portal the conclusion of a Porsche ID-Contract entered into between Customer and Porsche Smart Mobility 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 Smart Mobility may amend these T&C for legitimate reasons, in particular for legal, regulatory or security reasons. If Porsche Smart Mobility amends these T&C after the conclusion of a Porsche ID-Contract, the changes will be valid as of acceptance by Customer.

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

### 2.2. Transfer and Termination of Porsche ID-Contract

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

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

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

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

### 2.3. Use of the Marketplace by Customers

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

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

## **2.4. 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 Seller is indicated on the respective product detail page.

2.4.2. Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility. In particular, 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 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 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, 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-Contract**

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

2.5.2. In case of slight negligence, Porsche Smart Mobility is liable only for violations of material contractual obligations (cardinal obligations). Cardinal obligations are material contractual obligations the contract is deemed to impose on Porsche Smart Mobility according to its objectives and purpose and a breach of which jeopardizes the purpose of the contract and which are deemed to be necessary for due and careful completion of the contract and may with good reason be permanently relied on by Customer. This liability is limited to the typically foreseeable damage at the time of entering into the contract.

2.5.3. The personal liability of statutory representatives, agents and employees of Porsche Smart Mobility for damages caused by slight negligence is also limited to the extent described in No. 2.5.2.

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

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

## **2.6. IP Rights**

Notwithstanding the foregoing, Customer is obliged to respect and not to infringe on intellectual property rights, including but not limited to copyrights, designs, trademarks and patents, (hereafter referred to as **IP rights**) of 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**

We abide by our privacy policy which can be found at any time under <https://connect-store.porsche.com/no/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 Smart Mobility may use data as indicated in No. 2.8.1 in an anonymized form for (i) the purpose of managing and improving the quality, safety, and security of Products or Services and (ii) for other commercial purposes.

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 No. 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 Data Privacy Policy at <https://connect-store.porsche.com/no/en/t/privacy>.

## **2.9. Applicable Law and Jurisdiction**

2.9.1. To the extent that the Customer is not a consumer, Oslo, Norway, is the exclusive forum for all disputes arising from contractual agreements entered into between Customer and Porsche Smart Mobility.

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

2.9.3. Information regarding the online dispute resolutions for consumer disputes or regarding alternative dispute resolution for consumer disputes can be found here: <http://ec.europa.eu/consumers/odr/>.

## **2.10. Final Provisions**

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

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

### 3. Conditions of Sales via the Porsche Connect Store

#### 3.1. General

3.1.1. On the Marketplace, Porsche Smart Mobility provides the 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) possible further products and services (hereafter referred to as **PSM 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 PSM Products by a Customer of Porsche Smart Mobility (hereafter referred to as **PSM Customer**). PSM Customer is a Primary User, a Secondary User and a General User as defined under No. 3.2. Porsche Smart Mobility 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) the owner, (b) the keeper of the vehicle and/or (c) a member of a user group which is explicitly permitted by Porsche Smart Mobility 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 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 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 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 booking and configuration of vehicle related Porsche Connect Services is not possible, while the booking and configuration of vehicle independent Porsche Connect Services and PSM Products is possible.

#### 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 Smart Mobility to enter into a sales contract, but merely invite the PSM Customer to make a binding declaration as to whether and which goods it wants to order from Porsche Smart Mobility (*invitatio ad offerendum*). 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 statutory VAT in the respective applicable amount as well as duties, charges and shipping costs are again displayed in an order overview to the PSM Customer for review. At that stage, the PSM Customer will have the opportunity to identify and correct any incorrect entries before finally placing the binding order. Before placing the binding order, the contractual provisions including these T&C can be accessed once again and saved in reproducible form by the PSM Customer. Via the button "Order with Obligation to Pay" (or similar), the PSM Customer submits a binding offer for the conclusion of a sales contract on the Porsche Connect Services or PSM Products collected in the cart. The offer can, however, only be submitted and transferred if the PSM Customer accepts, and thereby includes in its offer, these T&C by clicking a corresponding button.

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

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

3.3.4. 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, no contract will be concluded. Porsche Smart Mobility shall inform the PSM 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 PSM Customer. The PSM Customer will, however, be provided with any and all contractual provisions and these T&C (by e-mail or letter).

#### 3.4. Booking of Porsche Connect Services

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

3.4.2. Availability, description, term, 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 current prices for the Porsche Connect Services are available here: <https://connect-store.porsche.com/no/en/>. The availability of vehicle related Porsche Connect Services depends on the equipment of the respective vehicle.

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

3.4.4. 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 Smart Mobility 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 PSM Products

3.5.1. 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.

3.5.2. 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.

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

### 3.6. Sale and/or permanent transfer of the vehicle

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

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

### 3.7. Term and Termination of the Porsche Connect Services

3.7.1. The term of the Porsche Connect Services is detailed in the Porsche Connect Store and the possible further terms of use.

3.7.2. PSM Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) and Porsche Smart Mobility 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. 3.7.3) with a 2 weeks notice to the end of the calendar month.

3.7.3. PSM Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) and Porsche Smart Mobility 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 a 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.

3.7.4. 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 PSM Customer subject to the respective applicable numbers of these T&C until the end of the respective term or their termination pursuant to No. 3.7.2 to 3.7.3.

3.7.5. The termination pursuant to No. 3.6.2 as well as No. 3.7.2 to 3.7.3 may be made in writing, via email or via the Porsche Connect Store via the function "*Terminate Automatic Prolongation*".

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

### 3.8. Right of Withdrawal for Consumers

If the PSM Customer is a consumer pursuant to § 1 of the ARCP, 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 PSM Products pursuant to No. 3.3 and 3.5. A deviating right of withdrawal may apply for PSM Customers that are consumers and in such case specific information will be provided. Consumer pursuant to § 1 of the ARCP means every natural person who is not primarily acting as part of a commercial enterprise with respect to the legal transaction. In the following, the PSM Customer is instructed on his/her right of withdrawal:

#### 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 (i) the day of the conclusion of the contract if you purchased Porsche Connect Services and (ii) the day on which you have or a third party designated by you (who is not a carrier) has received the PSM Products purchased by you or, in the case of a contract relating to multiple PSM Products ordered by you in one order and delivered separately, from the day on which you have or a third party designated by you (who is not a carrier) has received the last PSM Product purchased by you. To exercise the right of withdrawal, you must inform us (Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Germany, phone number: 800 69857, e-mail address: [smartmobility@no.porsche.com](mailto:smartmobility@no.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 PSM 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 PSM Customer requests and carries out the download of the digital content before the expiry of the

withdrawal period. Further, the statutory exceptions pursuant to § 22 of the Norwegian Cancellation Act of 2014 shall apply.

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 Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Germany, e-mail address: [smartmobility@no.porsche.com](mailto:smartmobility@no.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 regarding PSM Customer's rights in case of defects apply.

### 3.10. Porsche Smart Mobility's Liability for Sales via the Porsche Connect Store

3.10.1. In case of slight negligence Porsche Smart Mobility is liable only for violations of material contractual obligations (cardinal obligations). Cardinal obligations are material contractual obligations the contract is deemed to impose on Porsche Smart Mobility according to its objectives and purpose and a breach of which jeopardizes the purpose of the contract and of which are deemed to be necessary for due and careful completion of the contract and may with good reason be permanently relied on by PSM Customer. This liability is limited to the typically foreseeable damage at the time of entering into the contract.

3.10.2. The personal liability of statutory representatives, agents and employees of Porsche Smart Mobility for damages caused by slight negligence is also limited to the extent described in No. 3.10.1.

3.10.3. The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Porsche Smart Mobility has assumed a guaranty.

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

### 3.11. Data protection

PSM Customer is obliged to inform drivers of a vehicle for which a Vehicle Link exists on the privacy policy of Porsche Smart Mobility 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/no/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 Smart Mobility 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 PSM Products (including Porsche vehicles) and (ii) 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 Smart Mobility or other Porsche entities in this context and - to the extent such data is anonymized (see No. 3.12.2) - to other third parties.

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 Privacy Policy and Data Privacy Information at <https://connect-store.porsche.com/no/en/t/privacy>.

3.12.5. In order to safeguard against disruptions which materially impact the Services provided, including external attacks, and to control security risks with respect to the Services provided, Porsche Smart Mobility takes appropriate technical and administrative measures (e.g. firewalls, regular software-updates) with respect to the IT and data processing systems used for the provision of the Services. In case of breaches of security or integrity, or threats and vulnerabilities, Porsche Smart Mobility will minimize adverse effects without undue delay.

### 3.13. CUSTOMER SERVICE

In case of questions, claims or complaints, also with respect to any of the Services, please contact our customer service by

- (i) e-mail: [smartmobility@no.porsche.com](mailto:smartmobility@no.porsche.com) or
- (ii) mail: Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Germany.

### 3.14. Applicable Law and Jurisdiction

3.14.1. To the extent that PSM Customer is not a consumer, Oslo, Norway, is the exclusive forum for all disputes arising from contractual agreements entered into between PSM Customer and Porsche Smart Mobility.

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

3.14.3. Information regarding the online dispute resolutions for consumer disputes or regarding alternative dispute resolution for consumer disputes can be found here: <http://ec.europa.eu/consumers/odr/>.

### 3.15. Final Provisions

- 3.15.1. PSM Customer may assign the rights arising from the parties' contractual relationship to third parties only with Porsche Smart Mobility'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. Insofar as a certain Porsche Connect Service qualifies as a publicly available electronic communication service (which is the case for the Porsche Connect Services Life Diagnostics (including bCall), EU eCall and any other Porsche Connect Services for which Porsche provides PSM Customer with connectivity), the following provisions apply regarding the provision and use of such Porsche Connect Service:

Besides the mandatory EU eCall, no access to emergency services is provided.

A change of provider of the Porsche Connect Service is not possible due to the nature of the services provided.

The Porsche Connect Services are usually made available within a period of at most 24 hours from activation of the respective Porsche Connect Service.

The Porsche Connect Services are provided based on the „best-effort“ principle, i.e. their quality depends in particular on the status of the communication equipment, the network load and the conditions of the environment. Further information on the technical characteristics of the Porsche Connect Services are set out in the terms of use

applicable to the respective Porsche Connect Service. Use of the Porsche Connect Services may be restricted or disrupted due to decisions by courts or public authorities, for technical reasons (e.g. due to a limitation/disruption of data transmission because of atmospheric and similar conditions, malfunctions, repairs and maintenance), to secure the integrity of the network or of services provided over the network or the integrity of the user's terminal equipment, (if permissible based on applicable laws), or due to force majeure in specific areas and for specific timeframes. This also applies with respect to any restrictions with respect to third party networks that Porsche Smart Mobility uses to provide the Porsche Connect Services. Without prejudice to the terms set out elsewhere in these T&C, PSM Customer shall not be entitled to any price reductions or other compensation in the event of restrictions or disruptions in the respective Porsche Connect Service.

**Consumer information pursuant to the Norwegian law on dispute resolution for consumers:** Porsche Smart Mobility GmbH is neither willing nor obliged to participate in any voluntary dispute resolution proceedings before a consumer arbitration panel.

**Consumer information pursuant to Regulation (EU) No. 524/2013 and the Norwegian Act on Alternative Dispute Resolution Entities in Consumer Matters:** For the purpose of settling consumer disputes out of court, the European Commission has established a platform for online dispute resolution (ODR). The ODR platform can be accessed at <http://ec.europa.eu/consumers/odr/>.