

for the Porsche Connect Service "Navigation & Infotainment Package" (hereafter referred to as **ToU**)

Porsche Sales & Marketplace Inc., One Porsche Drive, Atlanta, Georgia, 30354, (hereafter referred to as **Porsche Sales & Marketplace, Porsche, PSM** or **We**) operates under www.porsche.com (1) the My Porsche Portal and (2) various online marketplace functionalities (hereafter referred to as **Marketplace**) for the (i) sale or marketing of Porsche vehicles, parts, equipment and other vehicle-related and vehicle-independent products and (ii) provision of vehicle-related and vehicle-independent services. PSM also operates the Porsche Connect Store via the Marketplace. When you use the Marketplace, which includes the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (including the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter collectively referred to as **T&C**) apply. The current version of the T&C can be accessed, downloaded and printed at any time at <a href="https://connect-store.porsche.com/us/en/t/termsandconditions">https://connect-store.porsche.com/us/en/t/termsandconditions</a>.

These Terms of Use (**ToU**) govern the use of the Porsche Connect "Navigation & Infotainment Package". These ToU apply in addition to the T&C. Insofar a provision of the T&C conflicts with these ToU, the ToU shall prevail.

These ToU are a legal binding agreement between Porsche Sales & Marketplace, Inc. and you ("you" or "Customer"). By using the Navigation & Infotainment Package, you agree to be bound by these ToU. If you do not agree with any of these terms, you are not permitted to access or use the Navigation & Infotainment Package.

# "Navigation & Infotainment Package"

The "Navigation & Infotainment Package" is dependent on the equipment of your vehicle and the geographic availability and includes up to 12 services components as described in these ToU. The current geographic availability can be found in the Porsche Connect Store at <a href="https://connect-store.porsche.com/us/en/">https://connect-store.porsche.com/us/en/</a>. You agree that we may add, change, or remove functionality of the Navigation & Infotainment Package from time to time, with or without notice.

Term: 1 year

**Inclusive term:** In case of the purchase of a new Connect-able vehicle including the option "Connect Plus", you are eligible to subscribe to the "Navigation & Infotainment Package" for a term of 1 year and we will waive the standard subscription fees for such period.

Additional requirement of use for all Navigation & Infotainment service package components: The Porsche Communication Management of a Connect-able vehicle (hereinafter PCM) has to be connected to the Internet. To the extent such Internet connection is established using the PCM's integrated SIM-card, the use of such Internet connection for this package of services (excluding the service package component "Radio Plus") is included in the price of this package of services. To the extent such Internet connection is not established using the PCM's integrated SIM-card (i.e. because the vehicle is not equipped with an integrated SIM-card or because the Internet connection using the PCM's integrated SIM-card is not available in every country), a separate contract with a mobile services provider on an Internet data plan is required, which may accrue additional costs, including roaming costs for using the service abroad. Either a SIM-card with a respective Internet data plan may be plugged into the SIM-card reader of the PCM, or a connection with a mobile phone with an Internet data plan can be established. If you connect the PCM with your mobile phone, please make sure that this is permitted by your Internet data plan. The availability and speed of the service package components are subject to the availability and speed of the Internet connection.

For models featuring Porsche Connect except the Cayenne (MY 2018) (more details on this model see below) the following applies:

### 1. Real Time Traffic Information

**Services:** The navigation system of the PCM uses current GPS data and data on volume of traffic to optimize the route to the entered destination at regular intervals. The volume of traffic will be highlighted in colors in the displayed map: going from green for low traffic, to yellow for slow moving traffic, to red for traffic jams.

#### 2. Online Map Update

**Services:** The maps of the PCM navigation system can be updated via the Internet. The PCM will display available updates.

#### 3. Satellite Map

**Services:** The PCM navigation system can display the map in satellite view. The system uses buffering of loaded map data of the current vicinity of the vehicle so that the display of the satellite view will be kept even if the Internet connection is temporarily interrupted. Vehicles up to model year 2019 may need an update in order to be able to use the service. For more information, please contact your Porsche dealer.

#### 4. Online Search

Services: With the "Online Search" service package component, you can find addresses or special destinations using a system-defined Internet search engine. Some search results may include additional information such as phone numbers, opening hours or ratings by other Internet users.

### 5. Portal Personal POIs

- 5.1 Services: With the "Portal Personal POIs" service package component, navigation destinations within My Porsche Portal can be searched, saved and managed and can be sent to the PCM, where they can be selected for the PCM navigation system as navigation destinations. In addition, destinations from Google Maps can be sent directly to the PCM via Google Send-to-car.
- 5.2 Restrictions of use: For the use of the Google Send-to-car feature, an existing Google account and a configuration of the service package component is required.

### 6. Parking Information

Services: The "Parking Information" service package component displays the nearest available parking possibilities of integrated commercial parking facilities and car parks (including parking fees and opening hours), reported by the operators, in the vicinity of the vehicle or at the navigation destination of the PCM navigation system. A displayed parking possibility can be selected for the PCM navigation system as navigation destination.

## 7. Fuel Prices

**Services:** The service package component "Fuel Prices" displays participating gas stations in the vicinity of the vehicle, on the route to or at the PCM navigation destination that have fuel suitable to the type of fuel of the respective Connect-able vehicle. The results list can be sorted by distance or most favorable price as reported by the gas station

operator or other users. You may also search via free text search for a specific brand of gas station. The located gas station can be selected as navigation destination on the PCM navigation system.

#### 8. E-Stations

Services: The service package component "E-Stations" displays participating E-Charging stations in the vicinity of the vehicle, on the route to or at the PCM navigation destination. The results list can be sorted by distance or most favorable price as reported by the E-charging operator or other users. You may also search via free text search for stations of a particular power supplier. The located E-Charging station can be selected as navigation destination on the PCM navigation system. In order to ensure the necessary data validity in our E-Charging directory and/or the reliability of the charging process at the respective E-Charging, charging data is collected anonymously and used for appropriate corrections and/or additions to the E-Charging directory.

#### 9. News

- 9.1 Services: News services that are available via the Internet using RSS feeds can be called up in the vehicle via PCM and read out using the voice function.
- 9.2 Restrictions of use: Country-specific provisions may require that the service be partially or fully limited at certain times during your ride. For example, there may be requirements that the vehicle be stationery in order for the services to be fully available.

# 10. Weather

**Services:** The service package component "Weather" displays the current weather conditions as well as an hourly and daily forecast in the form of an infographic in the PCM. The forecast includes temperature, number of hours of sunshine, probability of rain, wind speed and weather warnings.

### 11. Gracenote Online

**Services:** The service package component "Gracenote Online" displays information about the songs you play on the PCM.

### For the Cayenne (MY 2018) the following service packages apply:

# 1. Finder

Services: With the service package component "Finder", you can find addresses or points-of-interest (e.g. charging stations, gas stations, restaurants, hotels and parking possibilities) using a system-defined Internet search engine. Some search results may include additional information such as phone numbers, opening hours, fuel prices, parking prices or ratings by other Internet users. In addition, the My Porsche Portal and the My Porsche App allow POIs to be searched, saved, managed and sent to the PCM.

### 2. Voice Pilot

- 2.1 Services: With the "Voice Pilot" service, various functions of the PCM and other services can be operated using voice input. Additional functionalities, such as media searches, points of interest or weather information, are made possible by means of online speech recognition.
- 2.2 Restrictions of use: Operation of the Voice Pilot is limited to the supported languages. The lack of an online connection can limit the results. Due to external influences, such as background noise, for example, the speech recognition may not always produce the desired results...

# 3. Navigation Plus

**Services:** With the service package component "Navigation Plus" the PCM's on-board route calculation will be complemented by an online route calculation. The online route calculation will learn from your habits and suggest routes and destinations.

The navigation system of the PCM uses current GPS data and data on volume of traffic to optimize the route to the entered destination at regular intervals. The volume of traffic will be highlighted in colors in the displayed map. The maps of the PCM navigation system can be updated via the Internet. The PCM will indicate available updates. The PCM navigation system can display the map in satellite view. The system uses buffering of loaded map data of the current vicinity of the vehicle so that the display of the satellite view will be kept even if the Internet connection is temporarily interrupted.

#### 4 Radio Plus

- 4.1 Services: The service package component "Radio Plus" will enable you to listen to available online streams of radio stations. The service also displays available metadata via the PCM about the songs and stations you are playing.
- 4.2 Restrictions of use: The data connection for this service package component requires (a) the purchase of the Porsche Connect Service "Data Package" (available separately in selected countries) or (b) inserting a SIM-card into the PCM or (c) a mobile phone connected with the PCM. For options (b) and (c) a separate contract with an Internet data plan is required, which may accrue additional costs, including roaming costs for using the service abroad (see also above).

#### 5. News

**Services**: News services that are available via the Internet using RSS feeds can be called up in the vehicle via PCM and read out using the voice function.

#### 6. Weather

Services: The service package component "Weather" displays the current weather conditions as well as an hourly and daily forecast in the form of an infographic in the PCM. The forecast includes temperature, number of hours of sunshine, probability of rain, wind speed and weather warnings.

# Contact information

If you have any questions about these ToU or the Navigation and Infotainment Services, please contact us at:

1-800-PORSCHE, info@porsche.us

or

Porsche Sales & Marketplace, Inc., One Porsche Drive, Atlanta, GA 30354, USA.

### Last Updated March 2024

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for the Porsche Connect Service "Car Remote Package" (hereafter referred to as **ToU**)

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# **Car Remote Package**

The "Car Remote Package" includes - dependent on the geographic availability - 12 or less service components described hereafter. The current geographic availability can be found in the Porsche Connect Store at <a href="https://connect-store.porsche.com/us/en/">https://connect-store.porsche.com/us/en/</a>. The internet connection in the vehicle necessary for the use of the "Car Remote Package" is established using an integrated SIM-card, the use of such internet connection for this service is included in the price of this service.

Term: 1 year

**Inclusive term:** In case of the purchase of a new Connect-able vehicle, the "Car Remote Package" can be booked free of charge for a term of 5 years for plug-in hybrid vehicles (hereafter PHEV) and for a term of 1 year for combustion engine vehicles.

Additional requirement of use for all service package components: For some functions of the service a smartphone including an internet connection is required. Therefore, a separate contract with a mobile service provider on an internet data plan is required, which may accrue additional costs, including roaming costs for using the service abroad. The availability and speed of the services package components are subject to the availability and speed of this internet connection. Furthermore, the My Porsche App (App) is required for some functions, which is available for iPhone and Android. All services and functions are available via the App and in the My Porsche portal, unless otherwise stated in the service descriptions.

In order to meet future customer requirements, Porsche may further develop the App and My Porsche portal.

### 1. Car Control

- 1.1 Service: You have the ability to remotely check your vehicle's status including information on: mileage, remaining range (fuel and electrical), service interval (main service and oil service interval), status (opened or closed) of doors, windows, hood, trunk and sunroof (if fitted), parking light status, vehicle time, tire pressure, time of last query.
- 1.2 Restrictions of use: The display of additional PHEV specific information (e.g. electrical range) is only available for such vehicles.

# 2. Trip Control

- 2.1 Service: You have the ability to remotely check the trip data of your vehicle. This includes: Travel time, mileage, average speed and average consumption (fuel and electrical) for all trip types (short, cyclic, long).
- 2.2 **Restrictions of use:** Retrievable information is only updated after the ignition status changes.

### 3. Horn & Indicator

- 3.1 **Service:** You have the ability to remotely trigger a short horn or flash via indicator signals of your vehicle. After the event, you will receive a confirmation message or a push notification.
- 3.2 Restrictions of use: The service will only be available when the vehicle is stationary and ignition and hazard lights are off. Further restrictions may apply depending on country-specific provisions.

# 4. Lock & Unlock

- 4.1 Service: You have the ability to remotely lock and unlock the doors and the trunk of your vehicle. After the event, you will receive a confirmation message or a push notification.
- 4.2 Restrictions of use: The service will only be available when the vehicle is stationary, the driver door is closed, ignition is off and the key is not in the ignition lock. Further restrictions may apply depending on country-specific provisions.

Limited Responsibility: The usage of the unlock function without your presence at the car increases the risk of vehicle theft or theft of items located within the vehicle. Therefore, executing the unlock function requires a four digit security code to prevent the unauthorized usage. You will set the security code during the initial registration for and setup of the Car Remote Package. This code can be changed in the My Porsche portal later on.

### 5. Carfinder

5.1 **Service:** You have the ability to remotely display the location and position of your vehicle. Furthermore, the current position of the used mobile device is displayed on a map. If no current

position of the vehicle is available (e.g. due to underground parking), the last stored GPS position will be used. You can disable the transmission of any data by activating the privacy mode.

5.2 Restrictions of use: The service will only be available, if there is no interruption of data broadcast. Otherwise the service will be available during the ride fully and also when the vehicle is stationary.

### 6. Pre-heater

- 6.1 Service: You have the ability to remotely check the status, activate, deactivate and program a timer for the auxiliary heater (if fitted in the vehicle). Before executing the function, you must accept a legal disclaimer. You will receive a confirmation message and a push notification on your mobile device, once an activated pre-heating timer has passed off. The service Pre-heater will only be available from the second half of 2018 onwards.
- 6.2 Restrictions of use: The service is only available for combustion engine vehicles fitted with an auxiliary heater. The service will only be available when the vehicle is stationary, however the ignition may be switched on. Further restrictions may apply depending on country-specific provisions.

#### 7. E-Control

- 7.1 Service: You have the ability to remotely check the status of your PHEV as follows and start or stop the charging process. You can check the plug status, the remaining charging time and the current electric range. The electric range is displayed by a circle on the map. Furthermore, you have the ability to remotely optimize the charging process of the high-voltage battery of your PHEV for a specific departure time. You can set departure timers and will receive a confirmation message or a push notification in case of any events (e.g. charging externally interrupted) and once an activated e-timer has passed off.
- 7.2 Restrictions of use: The display of PHEV specific information (e.g. electrical range) is only available for such vehicles. The circle indicating the range in the map is schematic only. Actual road distances are not reflected in the range map. Therefore, locations may in reality be beyond the electric range even if they are displayed within the circle indicating the electric range.

# 8. Climate

- 8.1 **Service:** You have the ability to remotely check the status of and activate or deactivate the remote heating and/or air conditioning. Ones successfully activated or deactivated the remote heating and/or air conditioning, you will receive a confirmation message or a push notification. Furthermore, you have the ability to remotely program the climate timer for remote heating or air conditioning. Once successfully set, you will receive a confirmation message and a push notification on your mobile device, once an activated climate timer has passed off.
- 8.2 **Restrictions of use:** The display of PHEV specific information is only available for such vehicles.

# 9. Car Alarm

9.1 Service: You will receive a message or push notification when the vehicle's anti-theft alarm is triggered. The message contains information about the alarm triggered and a time stamp. In comparison to the "Car Security Package", third parties will not be informed about the alarm triggered. 9.2 Restrictions of use: The service can only trigger a message or push notification if the vehicle can establish a connection to the internet. In case the vehicle alarm device is triggered but the vehicle control unit does not have an internet connection (e.g. due to underground parking), the message or push notification will be sent as soon as a connection is available.

**Limited Responsibility:** If the vehicle is set in private mode, there will be no notification in case of any alarms.

#### 10. Location Alarm

- 10.1 **Service:** You have the ability to remotely define a circular geographic area. You will be notified in case the vehicle leaves or enters this area. You can manage up to four areas simultaneously. In case of any event (leaving or entering an area) you will receive a message or push notification including a map indicating the location where the event took place.
- 10.2 **Restrictions of use:** The service will only trigger a notification when the ignition is turned on and wheel movement is detected.

#### 11. Speed Alarm

- 11.1 **Service:** You have the ability to remotely define a speed value. You will be notified in case the vehicle's speed exceeds the speed value set. You can manage up to four speed values. In case of any event (vehicle exceeds a speed value set) you will receive a message or a push notification including a map indicating the location where the event took place.
- 11.2 **Restrictions of use:** The service will only trigger a notification when the ignition is turned on and wheel movement is identified.

### 12. Valet Alarm

- 12.1 **Service:** You have the ability to remotely activate or deactivate the Valet Alarm (combination of Location Alarm and Speed Alarm) with pre-set settings (e.g. Radius: 1 mi, Speed 50 mph) regarding the geographic area and speed value. You will be notified in case the vehicle leaves or enters the area or exceeds the speed value.
- 12.2 **Restrictions of use:** The service will only trigger a notification when the ignition is turned on and wheel movement is identified. This service is only available via App.

### **Contact information**

If you have any questions about these ToU or the Navigation and Infotainment Services, please contact us at:

1-800-PORSCHE, info@porsche.us

or

Porsche Sales & Marketplace, Inc., One Porsche Drive, Atlanta, GA 30354, USA.

# **Last Updated**

These Terms of Use were last updated in January 2023.

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for the Porsche Connect Service "Car Security Package" (hereafter referred to as **ToU**)

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The "Car Security Package" is provided in cooperation with National Service Providers, which provide the Security Operation Centers (hereafter referred to as **SOC**).

# Security Operation Center (24 hours) Telephone number + 1 855 826 7500

National Service Provider: Vodafone Automotive, a division of Vodafone US Inc., CentraLarm Monitoring Inc. 994 Candia Road Manchester, NH 03109

# "Car Security Package"

The "Car Security Package" (hereafter referred to as **Package**) includes the Porsche Vehicle Tracking System (hereafter referred to as **PVTS**). The connectivity necessary for the provision of the Package is established using an integrated SIM-card. The connectivity is an integrated element of the Package and is not charged separately.

For the full use of the functionalities of the Package additional steps might be required, such as download and use of the My Porsche App which may be subject to other provisions and not provided by PSM.

Term: 1 year.

The functionalities may vary depending on a number of factors, including the model, production year, country of service, and availability of optional equipment (further information can be found on: https://connect-store.porsche.com/us/en/).

#### 1. Service scope, functionalities

- 1.1 The Package relies on a mobile data network (e.g. GSM/GPS based system which may enable the SOC to locate the vehicle in case of a theft). In case a theft is recognized, the PVTS can report the position of the vehicle to the SOC.
- 1.2 The following activities may result in the PVTS recognizing a theft:
  - Unauthorized vehicle movement: The vehicle is moving/is moved (including slope) with the ignition switched off;
  - Manipulation: The PVTS (including its hardware) is manipulated;
  - Alarm: The alarm system is triggered and active for 15 seconds or longer.

Note that also other events may result in the PVTS recognizing a theft, such as low battery. Additional information on the functionality of the PVTS can be found in the user manual for the respective vehicle.

- 1.3 A theft can also be manually reported by contacting the SOC via telephone or via the My Porsche App. The SOC may use security questions in order to verify the caller's identity or authorization.
- 1.4 If the SOC receives a theft notification the SOC will try to communicate with you using the contact information you have provided to PSM. The SOC may use security questions in order to verify your identity. After the theft of your vehicle has been confirmed by you, the SOC shall activate the theft mode.
- 1.5 Upon a theft of the vehicle, you remain responsible for notifying the public safety authorities as soon as reasonably possible that the vehicle has been stolen. In case you obtain a reference number for the theft report from the public safety authorities you should provide the theft report reference number to the SOC without delay and the contact details (including address, phone number and the officer in charge of the theft investigation, if known) of the investigating public safety authorities. Thus, the SOC is generally able to contact the public safety authorities. By identification via the file number, the SOC may support the public safety authorities for seizing the vehicle. If requested, the SOC may forward the vehicle positioning data to the public safety authorities and trigger further functions and/or activities in the vehicle (e.g. prohibits engine restart), where applicable.
- 1.6 PSM cannot be held responsible for any acts or omissions of the public safety authorities.
- 1.7 To prevent any false theft notification to the SOC please notify the SOC prior to any (i) transport of the vehicle (such as transport by ferry, trailer, train) or (ii) maintenance at garage

(such as inspection service, when the battery is disconnected). You can notify the SOC (i) by calling the number indicated above, (ii) via the My Porsche portal or (iii) via the My Porsche App (your personal security code might be required). Further details – e.g. on the different modes the vehicle can be set to for transport, maintenance etc. – can be found in the user manual for the respective vehicle or the manual for the My Porsche App or here <a href="https://connect-store.porsche.com/us/en/">https://connect-store.porsche.com/us/en/</a>.

- 1.8 You are responsible for any false theft notification raised by you or any other person authorized by you and you will bear the costs incurred by the SOC following a false alarm. PSM is entitled to and hereby authorized by you to charge you (in addition to the Package Fees) with these costs.
- 1.9 Please report to PSM change in name, address, telephone number, e-mail address or any other items submitted to PSM. PSM shall not be liable for any adverse consequence due to failure to file such report.

### 2. System Limitations

- 2.1 With regard to the functionalities of the Package, you are responsible that the hardware within the vehicle used for the Package is maintained and in good condition.
- 2.2 The Package is provided by using a telematics unit installed in the vehicle that receives GPS satellite signals and communicates with the response centers using wireless communication systems and communication networks. Owing to the nature of the technologies used to provide the functionalities of the Package and comprised in the unit, the functionalities of the Package (or part of the Package) may from time to time not be available in all areas of the country and/or be adversely affected by physical features, including, without limitation, removal or manipulation of the unit or its antenna, electromagnetism, the vehicle being in a garage, in an underpass or in other places not covered by the GPS or

wireless communication networks, atmospheric conditions and other causes of interference beyond our control (e.g. failure of GPS or communication networks). In particular, the operation of the unit and, therefore, the provision of the functionalities of the Package in accordance with the ToU depend upon the operation of the GPS, wireless and landline communication networks with which the unit operates, and these networks are not operational in all parts of the country. As a result, not all functionalities of the Package are available everywhere and at all times and there can be no guarantee that all functionalities of the Package are operational.

2.3 The Package does not provide any vehicle or other insurance. Please be informed that you may be legally required to take insurance; further it is your own responsibility to take additional insurance protection where you deem it reasonable. Any fees paid for the Package are not related to the value of the vehicle or any property in the vehicle or the cost of any injury or damages suffered by you or anyone else.

#### **Contact information**

If you have any questions about these ToU or the Car Security Services, please contact us at:

1-800-PORSCHE, info@porsche.us

or

Porsche Sales & Marketplace, Inc., One Porsche Drive, Atlanta, GA 30354, USA.

#### **Last Updated**

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Terms of Use for the Porsche Connect Service "Breakdown Call" (hereafter referred to as **ToU**)

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These Terms of Use govern the use of the Porsche Connect Service "Breakdown Call". These Terms of Use apply in addition to the T&C. Insofar a provision of the T&C conflicts with these terms of use, the terms of use shall prevail.

#### "Breakdown Call"

After the "Breakdown Call" service (hereinafter **Service**) has been triggered, the Service establishes a voice and data connection to a Porsche Support center (hereinafter **Porsche Assistance**) and transmits your vehicle location and all relevant vehicle information to Porsche Assistance. You can use this vehicle information to personally talk to employees at the Porsche Support instance.

The Service is available in certain countries and depends on network availability. The current geographic availability of the Service can be found in the Porsche Connect Store at <a href="https://connect-store.porsche.com/us/en/">https://connect-store.porsche.com/us/en/</a>. The connectivity necessary for the provision of the Service is established using an integrated SIM-card. The connectivity is an integrated element of the Service and is not charged separately.

Term: 10 years

**Inclusive term:** In case of the purchase of a new Connect-able vehicle including the option "Connect Plus", the Service can be booked free of charge for a term of 10 years.

# 1. Detailed Description of Service

- 1.1 You can trigger the Service either from the Porsche Communication Management (hereinafter PCM) or via the My Porsche App. Once triggered, a voice and data connection from the vehicle will automatically be established to Porsche Assistance. The data forwarded from the vehicle to Porsche Assistance may include information such as the vehicle identification number (VIN), vehicle model, production year and optional equipment, vehicle location, occurrence of an accident, fuel level or state of charge, tire pressure, remaining fuel range, vehicle status and error messages (hereinafter Vehicle Data).
- 1.2 During the voice connection, the Porsche Assistance agent will ask you questions to further assess your breakdown situation. Depending on the particular breakdown situation, the Porsche Assistance agent can offer you various help options as follows:
  - 1.) The agent can give advice on how to proceed (such as "Please add oil at the nearest petrol station"); and/or

- The agent can analyze the received car data in more detail and try to identify the problem. The findings gathered can be passed on to your selected Porsche Center, which enables them to prepare for the vehicle's visit to the workshop or to initiate further measures. If a problem can be solved via remote repair, Porsche Assistance can carry this out. The prerequisite for this is the fulfilment of various problem-dependent preconditions such as: engine switched off, vehicle is stationary, engine immobilizer is active, windows are closed, and/or no active charging process. If necessary, further car data required for this purpose may be collected. Please note that it is possible that the breakdown and/or emergency call functionality will not exist or be limited during this problem solving via remote repair. Before starting to troubleshoot the problem via remote repair, Porsche Assistance will inform you of any such preconditions and/or usage restrictions, which you must then confirm to move forward. This is only a troubleshooting attempt, so additional steps may be necessary; and/or
- The Porsche Assistance agent can request external support, such as: breakdown assistance or towing the non-functional vehicle. Your call will not be forwarded to other service providers.
- 1.3 Any services provided by Porsche Assistance after the breakdown call require a separate contract, which could result in additional costs.
- 1.4 If you have access to or use third-party products or services, the contractual terms applicable to those products or services apply. Porsche is not responsible for any access to or use of these products or services.
- 1.5 Please note that the triggering of the Service on your mobile device via the My Porsche App may, depending on the terms of your contract with your telecommunications provider, result in additional costs.

# 2. Restrictions of Use and System Limitations

The Service is provided via a telematics unit installed in the vehicle, which receives GPS satellite signals and communicates with Porsche Assistance via wireless communication systems and communication networks. Due to the nature of the technologies that are used for the functions of the Service and are contained in the telematics unit, the functions of the Service (or parts of the Service) may from time to time not be available and/or be negatively affected through physical circumstances, including, but not limited to, the removal or manipulation of the telematics unit or its antenna, electromagnetism, the vehicle being in a garage, in an underpass or in another location where the GPS or wireless communication networks are not available, atmospheric conditions and other negative causes beyond our control (e.g. failure of the GPS or the communication networks). In particular, the operation of the telematics unit and, thus, the provision of the functions of the Service in accordance with these ToU depends on whether the GPS networks and the wireless and fixed communication networks with which the telematics unit is operated, are operational. Therefore, not all functions of the Service are available at all times and/or everywhere. and it cannot be guaranteed that all functions of the Service can be used anytime and anywhere.

- 2.2 The Service does not include vehicle insurance or any other insurance. Please note that you may be legally required to maintain insurance; furthermore, it is your responsibility to procure further insurance protection, insofar as you consider it reasonable or required. The fees paid for the Service are unrelated to the value of the vehicle or any property in the vehicle, or to the cost of injury or damage that you or others may suffer.
- 2.3 In the event of a troubleshooting via remote repair, the Porsche Assistance agent must be able to identify the caller in advance.

#### Updates:

During the service package availability period, which coincides with the term of the service package contract, we will provide you with updates to at least the extent required by law, unless otherwise agreed with you in accordance with the legal requirements.

# **Contact information**

If you have any questions about these ToU or the Service, please contact us at:

1-800-PORSCHE, info@porsche.us

or

Porsche Sales & Marketplace, Inc., One Porsche Drive, Atlanta, GA 30354, USA.

# Last Updated

These Terms of Use were last updated in March 2024.

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#### PORSCHE SALES & MARKETPLACE, INC.

#### Terms of Use

for the Porsche Connect "Porsche Charging Service" -Taycan (J1.I - MY20-MY24)

Porsche Sales & Marketplace, Inc., One Porsche Drive, Atlanta, GA 30354 (hereafter referred to as Porsche Sales & Marketplace, PSM or We), operates at www.porsche.com (1) the My Porsche Portal and (2) various online marketplace functionalities (hereafter referred to as Marketplace) for the (i) sale or marketing of Porsche vehicles, parts, equipment and other vehicle related and vehicle independent products and (ii) provision of vehicle related and vehicle independent services. PSM also operates the Porsche Connect Store via the Marketplace. When you use the Marketplace, which includes the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (which includes the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter referred to as T&C) apply. The current version of the T&C can be accessed, downloaded and printed at any time at  $\underline{https://connect\text{-}store.porsche.com/us/en/t/terms and conditions}.$ 

When you visit the Porsche Connect Store, you may order the "Porsche Charging Service." These Terms of Use and the T&C govern the use of the Porsche Charging Service in the United States. In the event of a conflict between the T&C and these Terms of Use, the Terms of Use shall prevail. Any terms used herein but not otherwise defined shall have the definitions given them in the T&C.

These Terms of Use apply generally to the Porsche Charging Service as well as each individual charging service as described below.

It is only possible to make full use of the Porsche Charging Service with a smartphone app – the **My Porsche App** (hereinafter referred to as the **App**). The **App** is available for mobile devices with a supported operating system and can be downloaded free of charge in the app store of the respective provider of the mobile devices or the operating system, although fees will be charged in accordance with Section 4.2. To use the App on your mobile device, it is necessary for your mobile device to be connected to the Internet. This requires a separate contract with a mobile service provider for an Internet data plan, for which additional costs and roaming costs, if used abroad, may be incurred.

### "Porsche Charging Service"

Subscription Term: 12 months (with auto-renewal)

Inclusive Period: 3 years free

**Restrictions:** The Porsche Charging Service may only be used for charging your Taycan electric vehicle. The use of the Porsche Charging Service with any other make or model of vehicle is prohibited and is grounds for termination of your access to the Porsche Charging Service.

# Services of the Porsche Charging Service:

1. Access to the charging network and compatibility

- 1.1 The Porsche Charging Service allows access to and use of charging stations operated by Porsche Sales & Marketplace and third parties (hereinafter referred to as charging stations) for normal charging with alternating current (AC) and for fast charging with direct current (DC). For this we cooperate with selected charging station operators, as well as selected eroaming partners, who provide the locations of public charging stations as bundles (see also Section 2).
- 1.2 All charging stations are equipped with a J1772 connector (for AC charging) and / or the Combined Charging System (CCS) (for DC charging) in accordance with North American standards. Individual charging stations are also equipped with the CHAdeMO standard (for DC charging).

Charging station compatibility:

- In general, charging stations with a J1772 connection are compatible with plug-in hybrid and electric vehicles equipped with a J1772 charging socket or a CCS charging socket. An additional charging cable is not required.
- In general, charging stations with a CCS connection are compatible with electric vehicles equipped with a CCS charging socket. An additional charging cable is not required.
- In general, charging stations that support the CHAdeMO standard are compatible with vehicles equipped with a CHAdeMO charging socket. CHAdeMO charging stations are not compatible with the Taycan.

Information about the charging socket available on your particular vehicle can be obtained from the operating manual for your vehicle or from your vehicle manufacturer. If your vehicle does not have any of the aforementioned charging sockets/connector types, charging (even using an adapter) may not be possible. You are responsible for the charging capability of your vehicle and must observe any and all applicable state and local regulations and instructions for using the charging stations

- 1.3 To activate the respective charging station at the charging location, the authentication method stated in the App must be used
- 1.4 Use of the charging stations is subject to various factors, including vacant spaces at the charging station and the charging station being in working order (this applies, for example, to recognizably damaged charging stations, which may not be used).
- 2. Information about the charging stations contained in the charging network
- 2.1 An overview of the charging stations provided by selected charging station operators and e-roaming partners can be found in the App.

2.2 Depending on availability, the following static and dynamic information about charging stations is available in the App: Location, AC and/or DC charging options, available connector types, indication of whether charging points are occupied or vacant, indication of prices for AC and/or DC charging, and number of charging points per charging location. Porsche Sales & Marketplace assumes no liability for the accuracy and timeliness of the data and information supplied by these partners.

#### 3. Authentication and charging at the charging station

3.1 Starting the charging process: To start the standard charging process you must authenticate yourself in advance through the App. To utilize the Plug and Charge function, both the vehicle and the charging station must support this functionality. Additionally, the functionality must be enabled in the App and the vehicle's PCM (Porsche Communications Management system). Once the prior prerequisites have been satisfied, plug the charging station into the vehicle to start the charging process.

A charging station can be unlocked remotely through the App after you have selected it in the App. Some charging stations have special features when starting, and you will need to always follow the instructions on the charging station. You can use the App to monitor the progress of an active charging process; this may differ from the actual duration of the charging process for technical reasons.

3.2 Ending the charging process: The charging process can be stopped manually by unlocking the vehicle and unplugging the charging cable. On some charging stations, the charging process can also be ended manually using the App. As soon as the vehicle's battery is fully charged, the charging process will stop automatically. Some charging stations have special features when charging is completed, and you will need to always follow the instructions on the charging station. After successful completion of the charging process, the information from the charging process (i.e., location where charging took place, date, time and cost) will be displayed in the App's charging history (for technical reasons, the charging history in the App may not always reflect the current status).

# 4. Prices and billing

- 4.1 The cost to you associated with your use of the Porsche Charging Service is the usage costs per charge, which is calculated based on
  - the amount of energy charged in kWh and/or
  - the connection time in minutes and/or
  - a flat rate per charging process and/or
  - additional parking fees.

The basis for billing by time (per minute) is the connection time (charging cable connected to the charging station and vehicle). In other words, charges are incurred as long as the vehicle is connected to the charging station. Some charging stations may charge an additional parking fee if the vehicle is left connected to the station after the charging session is completed. Taxes may be collected where applicable.

The basis for billing by kWh is the energy measured by the charging station, not the vehicle. Some charging stations may charge an additional parking fee if the vehicle is left connected to the station after the charging session is completed. Taxes may be collected where applicable.

For Electrify America inclusive charging only (during the inclusive period):

For DC charging session the first 30 minutes are free of charge. For AC charging, the first 60 minutes are free of charge.

Once the charge is completed, you will have a grace period of 10 minutes to relocate the vehicle. In case of a non-full battery you can choose to stop the charge or resume charging, for which, in the latter case, further charging costs will apply. If 60 minutes has not elapsed between two separate charging sessions, the two sessions will be deemed, and charged as, a single charging session. An idle fee may be charged following the grace period.

- 4.2 Relevant prices are available on the screen of each charging station and in the App at the initiation of a charging session. For Electrify America, prices are the same at any of their charging stations. For charging at Porsche dealerships and other third party charging stations, individual pricing is set by the dealer/provider. Prices may change at any time and exclude any applicable taxes which may also be collected.
- 4.3 At the end of the month, you will receive an aggregated bill for the charges that we have recorded within a billing period; this information can be viewed on the My Porsche portal and will be sent by e-mail to the e-mail address you have provided. Please note that due to technical circumstances, we are only able to record some charging processes at a later point, so that the billing statement may also include charging processes not yet billed from before the current billing period, for which you will be charged. You will also see the costs accumulated for the current billing period in the App (please note that this view may not always be up-to-date).

#### 5. Upon Conclusion of the Term

- 5.1 Base Charging Plan: At the end of the inclusive period (3 years), the vehicle owner will continue to have access to the Porsche Charging Service unless or until he/she cancels participation. The vehicle owner will automatically be enrolled in the Base Charging Plan (which has no annual subscription fee) with the option to add on premium services which may incur annual fees.
- 5.2 Pricing for Base Charging Plan: The Basic Charging Plan provides access only to one selected charging station operator (Electrify America). The pricing set forth in Section 4 shall not apply. Instead, the charge for Per Minute and/or Per kWh are at Electrify America's "Guest and Pass Member rates" which are displayed on the charger at the time of service. There is no free charging period of time included in this plan. Some charging stations may charge an additional parking fee if the vehicle is left connected to the station after the charging session is completed. Taxes may be collected where applicable. Billing will continue in the manner set forth in Section 4.
- 5.3 Premium Charging Plan: Vehicle owners may alternatively subscribe to a Premium Charging Plan for an annual subscription fee (pricing available in the Porsche Connect store). The Premium Charging Plan provides access to the selected charging station operator(s) (Electrify America) and selected e-roaming partners. The charge for Per Minute and/or Per kWh are at Electrify America's "Pass+ Membership rates" which are displayed on the charger at the time of service. For other partners, pricing will be displayed on the individual charging station. There is no free charging period of time included in this plan. Some charging stations may charge an additional parking fee if the vehicle is left connected to the station after the charging session is completed. Taxes may be collected where applicable. Billing will continue in the manner set forth in Section 4.

# 6. Termination right

All applicable termination rights as set forth in the T&C shall apply. Services must be actively terminated to avoid autorenewal and fees associated therewith (if applicable).



for the Porsche Connect Services "Porsche Connect" (hereafter referred to as **ToU**)

Porsche Sales & Marketplace, Inc., One Porsche Drive, Atlanta, Georgia, 30354, (hereafter referred to as **Porsche Sales & Marketplace, PSM** or **We**) operates at www.porsche.com (1) the My Porsche Portal and (2) various online marketplace functionalities (hereafter referred to as **Marketplace**) for the (i) sale or marketing of Porsche vehicles, parts, equipment and other vehicle related and vehicle independent products and (ii) provision of vehicle related and vehicle independent services. PSM also operates the Porsche Connect Store via the Marketplace. When you use the Marketplace, which includes the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (including the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter collectively referred to as **T&C**) apply. The current version of the T&C can be accessed, downloaded and printed at any time at <a href="https://connect-store.porsche.com/us/en/t/termsandconditions">https://connect-store.porsche.com/us/en/t/termsandconditions.</a>

When you visit the Porsche Connect Store, you may subscribe to "Porsche Connect" services for certain model lines as stated below (hereafter **Service Package**). These ToU apply exclusively to the "Porsche Connect" Service Package and apply to the order, use and/or renewal of the Service Package. These ToU apply in addition to the T&C, and, in the event of a conflict with the T&C, these ToU prevail.

Any terms used herein but not otherwise defined shall have the definitions given them in the T&C.

### "Porsche Connect"

The Porsche Connect service package is only available for the following vehicle models:

- Taycan
- Cayenne (from model year 2022 forward)
- 911 (from model year 2022 forward)
- Panamera (from model year 2022 forward)

### Note on Taycan:

Offering of services depends on the model year and software version. For model year 2020 vehicles (you can identify the model year from the fact that the 10th digit of the vehicle identification number VIN contains the letter L), the service Lock & Unlock is not available. For model year 2020 vehicles, a software update in the workshop is required to use in particular the service Apple Podcasts® (feature of Media Streaming service). Model year 2022 vehicles also require a software update in the workshop, in particular to enable use of the Spotify service (media streaming service function). Please contact your authorized Porsche dealer for further information.

Porsche Connect includes – depending on the geographic availability – the services described in these Porsche Connect ToU. The current availability of Porsche Connect in the US can be found in the Porsche Connect Store at <a href="https://connect-store.porsche.com/us/en/">https://connect-store.porsche.com/us/en/</a>.

Term: 1 year

**Free-of-charge inclusive period:** When you buy a new Connect-able vehicle, you are eligible to subscribe to Porsche Connect at no additional cost for 36 months from the date you purchased your vehicle.

Requirements for the use of all services included in the Service Package: The Porsche Communication Management of a Connect-able vehicle (hereafter referred to as PCM) must have data connectivity. If the embedded SIM card of the PCM provides data connectivity, then your use of the data connectivity for this Service Package is included in the price of the Service Package. If the embedded SIM card of the PCM does not provide data

connectivity (e.g. because data connectivity via the embedded SIM card of the PCM is not available in all countries), you can use your mobile phone with an appropriate personal mobile data plan to ensure data connectivity. Depending on your contract with your mobile phone provider, you may incur additional costs, including roaming costs when you use the service abroad. If you connect to the PCM via your mobile phone, please ensure your mobile plan permits this type of data connectivity access. If you choose to connect to the PCM via your mobile phone data plan, the availability and speed of the services included in the Service Package depends on the availability and speed of the data connection provided by your mobile service provider.

### The following applies to models with Porsche Connect:

#### 1. Finder

**Description:** With the service "Finder" you can search for points of interest (e.g. charging stations, gas stations, restaurants, hotels, and parking spaces) that are included in specific online databases selected by PSM. The search results may provide additional information such as telephone numbers, opening hours, fuel prices, parking fees, or ratings by other users. Points of interest may also be searched, stored, managed and forwarded to the PCM in the My Porsche App.

#### 2. Voice Pilot

- 2.1 Description: With the service "Voice Pilot", you can operate various functions of the PCM and other services by voice command. Additional functionalities, such as media searches, points of interest or weather information, are made possible by means of online speech recognition.
- 2.2 Restrictions of use: Operation of the Voice Pilot is limited to the supported languages. The lack of an online connection can limit the results. Due to external influences, such as background noise, for example, the speech recognition may not always produce the desired results.

### 3. Navigation Plus

**Description:** With the service "Navigation Plus", the route calculation of the PCM in the vehicle is supplemented by online services. The online route description "remembers" your habits and suggests routes and destinations.

The PCM's navigation system uses current GPS and traffic data to optimize the route to the entered destination to the minute. In the map view, the roads are marked in color according to the traffic situation. The maps of the PCM navigation system are updated online.

The PCM navigation system can display the map in satellite view. By caching the loaded map data of the current vehicle environment, the satellite view will be maintained even if the connectivity is interrupted temporarily.

### 4. Radio Plus

4.1 Description: With the service "Radio Plus", you can access the online channels of radio stations. When Radio Plus is activated and the reception of the radio sources FM or Digital Audio Broadcasting (DAB) is temporarily impaired, the PCM automatically switches to the corresponding online channel of that station (if available). The service also displays metadata available via the PCM about the songs and stations you are playing.

4.2 Restrictions of use: The online and hybrid radio functionalities are available only in selected countries. The data connection for this service requires a separate data package or a connection via a mobile phone connected to the PCM (corresponding mobile data rates apply).

#### 5. News

- 5.1 Description: The service allows you to access the latest news by subscribing to RSS feeds directly in the PCM. With the Voice Pilot you can have the articles read to you. You can also use a keyword search to browse channels that you are subscribed to for information on preferred topics or keywords.
- 5.2 Requirements: You can search for feeds of interest to you via the search function and subscribe to such feeds under your Porsche ID. These feeds are available only in your vehicle.

#### 6. Weather

6.1 Description: The service "Weather" displays the current weather and an hourly, daily and weekly forecast for the vehicle's current position, the route destination as well as any stored favorite locations. The forecast includes temperature, number of hours of sunshine, probability of rain, and wind speed. You can also use Voice Pilot to have the Weather forecast read to you.

#### 7. Car Control

7.1 Services: You have the option to check the status of your vehicle remotely on a smartphone. The service includes the display of the outer casing status (e.g. status of the doors) and the display of service intervals or the mileage.

### 8. Trip Control

- 8.1 Services: You have the option to check the trip data of your vehicle remotely. This includes: driving time, route, average speed and average consumption for all types of trips (short, recurring, long).
- 8.2 Restrictions of use: Accessible information is updated only after the ignition status has changed (i.e. turned on or off).
- Horn & Indicator (available for the Taycan only from model year 2021)
- 9.1 Services: You have the option to briefly activate the horn or the indicators of your vehicle remotely. You receive a confirmation message or a push notification after the process.
- 9.2 Restrictions of use: This service is available only if the vehicle is stationary and the ignition and the hazard lights are switched off. Further restrictions may apply according to country-specific regulations.
- Lock & Unlock (available for the Taycan only from model year 2021)
- 10.1 Services: You have the option to remotely lock and unlock the doors and the trunk of your vehicle. You receive a confirmation message or a push notification after the process.
- 10.2 Restrictions of use: This service is available only if the vehicle is stationary, the driver's door is closed, the ignition is switched off and the key is not inserted into the ignition lock. Further restrictions may apply according to country-specific regulations.
- 10.3 Limitation of liability: Using the unlock function in your absence from the vehicle increases the risk of vehicle theft or theft of items placed in the vehicle. To prevent unauthorized use, a four-digit security code must be entered to use the unlock function. You will choose the security code when you register and set up Porsche Connect for the first time. The security code can be changed subsequently in the My Porsche Portal.

- 11.1 Services: You can have the location and position of your vehicle displayed remotely. The current position of the mobile device used for this function is also displayed on a map. If the current position of the vehicle is not available (e.g. because it is parked in an underground garage), the most recently saved GPS position is used. By activating the privacy mode, you can deactivate the transfer of data.
- 11.2 Restrictions of use: Other than as set forth in Section 11.1, the service is fully available while the vehicle is either in motion and/or stationary.

### 12. E-Control (only available for electric and hybrid vehicles)

- 12.1 Services: You can remotely check the status of your vehicle and start or stop the charging process as follows. You can check the connection status, the remaining charging time and the current electric range. The electric range is indicated by a circle on the map. You also have the option of optimizing the charging process of the high-voltage battery of your vehicle for a certain departure time. You can set departure times and receive a confirmation message or push notification when events occur (for example, charging interrupted) and when an activated E-Timer has expired.
- 12.2 Restrictions of use: The range indicated by the circle on the map is only an estimated value. The values on the map do not reflect the actual route distances. Therefore, in reality, locations could be beyond the electric range even if they appear within the electric range circle. This service is available exclusively for electric and hybrid vehicles.

### 13. Climate (only available for electric and hybrid vehicles)

- 13.1 Services: You can remotely check the status of the heating and/or air conditioning system and activate or deactivate them as follows. Once the heating and/or air conditioning has been successfully activated or deactivated, you will receive a confirmation message or a push notification. You also have the option to remotely set the Climate Timer for remote heating and/or air conditioning. Once it is set, you will receive a confirmation message or a push notification on your mobile device when an activated Climate Timer has expired.
- 13.2 Use restrictions: This service is available exclusively for electric and hybrid vehicles.

# 14. Car Alarm

- 14.1 Services: You will receive a message or a push notification when the anti-theft alarm of your vehicle is triggered. The message provides information on the triggered alarm and a timestamp. Unlike the "Car Security Package", no third parties are informed about the triggered alarm.
- 14.2 Restrictions of use: This service can send a message or a push notification only if the vehicle can connect to the Porsche systems. If the anti-theft alarm is triggered but the control unit of your vehicle has no connectivity (e.g. because it is parked in an underground garage), the message or the push notification is sent as soon as connectivity is available.

**Note:** If the vehicle is set to privacy mode, the messages described in this Section 14 will not be sent.

### 15. Location Alarm

- 15.1 Services: You can set a geographic border remotely in the form of a circle. You will receive a message as soon as the vehicle leaves or enters this area. You can maintain up to four areas at the same time. In the case of an event (i.e., the vehicle leaves or enters an area), you will receive a message or a push notification including a map displaying the location where the event took place.
- 15.2 Restrictions of use: This service will send a message only if the ignition is switched on and a wheel movement is detected.

# 16. Speed Alarm

### 11. Carfinder

- 16.1 Services: You can remotely set a speed value. You will receive a message if the speed of the vehicle exceeds the set speed value. You can maintain up to four speed values at the same time. In the case of an event (i.e., the vehicle exceeds a speed value), you will receive a message or a push notification including a map displaying the location where the event took place.
- 16.2 Restrictions of use: This service will send a message only if the ignition is switched on and a wheel movement is detected.

#### 17. Valet Alarm

- 17.1 Services: You can activate or deactivate the Valet Alarm (a combination of Location Alarm and Speed Alarm) remotely with preselected settings for a geographic area and a speed value. You will receive a message if the vehicle leaves or enters the area or exceeds the speed value.
- 17.2 Restrictions of use: This service will send a push message only if the ignition is switched on and a wheel movement is detected. The service is available only via the My Porsche App.

### 18. Calendar

- 18.1 Description: The service Calendar allows third-party calendars available online to be directly linked to the PCM. Additionally, calendars approved for the My Porsche App on a smartphone may be connected to the PCM via the My Porsche App. The service offers a day view. Appointments can be read to you via the Voice Pilot. Furthermore, addresses contained in calendar entries can be identified and used directly as navigation destinations. Direct dial-in to conference calls is also supported, whereas the dial-in via your mobile phone can only take place if it is connected to the PCM via Bluetooth.
- 18.2 Restrictions of use: The direct dial-in to conference calls (i.e. dial-in without entering a PIN or other conference ID) is possible only for supported meeting invitation formats and via Bluetooth with the PCM-connected mobile phone.
- 18.3 Requirements: The My Porsche App must be downloaded on your smartphone to be connected with the vehicle. The service can access the smartphone calendar only if access to the calendar is authorized explicitly for the My Porsche App in the settings of the operating system.

## 19. Charging Planner (only available for Taycan)

- 19.1 Description: The service Charging Planner improves the travel route of the PCM navigation system to achieve the shortest total travel time (driving time and charging stops) based on the destination chosen, the remaining range, the driving profile, available real-time traffic information as well as available charging stations and their charging capacity. Required charging stops are automatically included in the travel route.
- 19.2 Restrictions of use: This service does not always receive precise information, and therefore the availability of the charging stations may be inaccurate.

# 20. Media Streaming

- 20.1 Description: The music streaming (Apple Music®), podcasts (Apple Podcasts®) and Spotify services offer direct and personalized access to the linked customer's media library and the functionalities of the respective third-party music streaming service and podcast provider, as supported in the vehicle. A smartphone is needed for the initial setup of this service. After setup, only a Porsche ID is required to use the service in all supported vehicles. Moreover, the services can also be used in guest mode, but only if third-party provider accounts are linked. For selected providers, exclusive functions, such as the direct saving of radio titles to the customer-specific media library, or navigation via the Voice Pilot, are available.
- 20.2 Restrictions of use: These services may be used only in countries where the service is also offered by the third-party provider. In guest

- mode, the service of a third-party provider may only be used locally in the respective vehicle, but not in any other vehicle.
- 20.3 Requirements: In order to use the service Music Streaming, you must have an account with, and active subscription to, the Service Package, as well as an active subscription to the respective third-party provider. The data required for using the service are included in the Service Package. In order to be able to use the service in a personalized manner, your third-party account must be linked to the Porsche account.

#### 21. Good to know - Owner's Manual Plus

- 21.1 Description: The "Good to know Owner's Manual Plus" service includes display of the contents of the Owner's Manual in the form of additional animations.
- 21.2 **Use restrictions:** Use of the service requires an existing data connection in the vehicle.

### 22. In-Car Video

- 22.1 Description: The in-car video service gives you access to video content from a third-party provider, provided that it is supported by the vehicle. The service can also be used in guest mode.
- 22.2 Restrictions of use: While driving, videos can only be viewed on the front passenger display (depending on equipment). In-car video can only be used where the services are offered by the third-party provider. The third-party provider and some streaming services may require a paid subscription. To use this service, an account with a content aggregator supported by Porsche is required. Furthermore, an additional account with a streaming provider which may be subject to a fee may be required for certain content.

#### 23. Termination right

23.1 All applicable termination rights as set forth in the T&C shall apply.



### PORSCHE SALES & MARKETPLACE, INC.

#### Terms of Use

for the following Porsche Connect Functions on Demand Services: Porsche Intelligent Range Manager, Porsche InnoDrive, Active Lane Keeping and Porsche
Dynamic Light System Plus (each referred to as **FoD Single Service**)

(hereafter referred to as **ToU FoD Single Services**)

Porsche Sales & Marketplace, Inc., One Porsche Drive, Atlanta, Georgia, 30354 (hereafter referred to as Porsche Sales & Marketplace, PSM or We), operates under www.porsche.com (1) the My Porsche Portal and (2) various online marketplace functionalities (hereafter referred to as Marketplace) for the (i) sale or marketing of Porsche vehicles, parts, equipment and other vehicle-related and vehicle-independent products and (ii) provision of vehicle-related and vehicle-independent services. PSM also operates the Porsche Connect Store via the Marketplace. When you use the Marketplace, which includes the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (including the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter collectively referred to as T&C) apply. The current version of the T&C can be accessed, downloaded and printed at any time at https://connect-store.porsche.com/us/en/t/termsandconditions

When you visit the Porsche Connect Store, you may order the following FoD Single Services: (1.) "Porsche Intelligent Range Manager"; (2.) "Porsche InnoDrive"; (3.) "Active Lane Keeping"; and (4.) "Porsche Dynamic Light System Plus". These ToU FoD Single Services govern the order and use of each FoD Single Service. Each FoD Single Service is an independent service and can be ordered separately. These ToU FoD Single Services apply in addition to the T&C, and, in the event of a conflict with the T&C, these ToU FoD Single Services prevail.

Any terms defined in the T&C shall have the same meaning in these ToU FoD Single Services. This shall in particular apply to the following terms:

- Customer: defined in section 1.3 of the T&C;
- Porsche Connect Store and Porsche Connect Services: defined in section 3.1.1 of the T&C;
- PSM Customer: defined in section 3.1.2 of the T&C.

Availability of FoD Single Services varies by vehicle model and model year. You can find more information in the Porsche Connect Store at the following link: <a href="https://connect-store.porsche.com/us/en/">https://connect-store.porsche.com/us/en/</a>.

# 1. Porsche Intelligent Range Manager

- 1.1 Description: The FoD Single Service "Porsche Intelligent Range Manager" adjusts the maximum speed as well as the air conditioning depending on the route selected in the vehicle's navigation system in order to achieve the shortest travel time with maximum comfort. In addition, the system proactively provides you with guidance during the trip if your travel time could be reduced using a different setup.
- 1.2 Requirements: An active contract for the FoD Single Service "Porsche Intelligent Range Manager" is required. To ensure full use of this service (i.e., to get the latest information on the traffic and charging stations), you must purchase and activate "Porsche Connect" as well.
- 1.3 Period of use: The FoD Single Service "Porsche Intelligent Range Manager" is purchased either (i) for the lifetime of the vehicle or (ii) as a monthly subscription which automatically renews on a monthly basis until terminated by the Primary User with 2 weeks' notice before the end of any calendar month.
- 1.4 Activation: After purchasing the FoD Single Service "Porsche Intelligent Range Manager" through the Porsche Connect Store, you

can activate the service in your vehicle. Your vehicle must be connected to a mobile network using the integrated eSIM before you can activate the service, and the privacy mode must be turned off until the activation process is completed. You must follow the instructions in the PCM to complete the activation.

1.5 Prices/payment terms: The prices and payment terms are described in the Porsche Connect Store.

### 2. Porsche InnoDrive

- 2.1 Description: The FoD Single Service "Porsche InnoDrive" expands the features of the Adaptive Cruise Control (ACC) by offering enhanced regulation of driving speed based on several data points, including navigation data, radar and video sensor technology.
- 2.2 Requirements: An active contract for the FoD Single Service "Porsche InnoDrive" is required. In addition, the vehicle must be equipped with Adaptive Cruise Control (ACC).
- 2.3 Period of use: The FoD Single Service "Porsche InnoDrive" is purchased either (i) for the lifetime of the vehicle or (ii) as a monthly subscription which automatically renews on a monthly basis until terminated by the Primary User with 2 weeks' notice before the end of any calendar month.
- 2.4 Activation: After purchasing the FoD Single Service "Porsche InnoDrive" through the Porsche Connect Store, you can activate the service in your vehicle. Your vehicle must be connected to a mobile network using the integrated eSIM before you can activate the service, and the privacy mode must be turned off until the activation process is completed. You must follow the instructions in the PCM to complete the activation. The completion of the activation should be initialized when you next use your vehicle.
- 2.5 Prices/payment terms: The prices and payment terms are described in the Porsche Connect Store.

# 3. Active Lane Keeping

- 3.1 Description: The FoD Single Service "Active Lane Keeping" enhances the Adaptive Cruise Control (ACC) by providing lane-keeping functionality that helps to keep the vehicle in the middle of the lane by continuous steering adjustments.
- 3.2 Requirements: An active contract for the FoD Single Service "Active Lane Keeping" is required. In addition, the respective vehicle must be equipped with Adaptive Cruise Control (ACC).
- 3.3 Period of use: The FoD Single Service "Active Lane Keeping" is purchased either (i) for the lifetime of the vehicle or (ii) as a monthly subscription which automatically renews on a monthly basis until terminated by the Primary User with 2 weeks' notice before the end of any calendar month.
- 3.4 Activation: After purchasing the FoD Single Service "Active Lane Keeping" through the Porsche Connect Store, you can activate the service in your vehicle. Your vehicle must be connected to a mobile network using the integrated eSIM before you can activate the service, and the privacy mode must be turned off until the activation process is completed. You must follow the instructions in the PCM to complete the activation.
- 3.5 Prices/payment terms: The prices and payment terms are described in the Porsche Connect Store.

# 4. Porsche Dynamic Light System Plus

- 4.1 Description: The FoD individual service "Porsche Dynamic Light System Plus" adjusts the light range to different situations, for example city / country / highway lighting.
- 4.2 **Requirements:** An active contract for the FoD individual service "Porsche Dynamic Light System Plusis required.
- 4.3 Use period: The FoD individual service "Porsche Dynamic Light System Plus" can be booked either (i) as a time-unlimited FoD individual service, making it available to the PSM customer for the entire period of use of the vehicle, or (ii) as a monthly subscription which is automatically renewed on a monthly basis until it is cancelled by the Primary User with a notice period of 2 weeks to the end of a calendar month.
- 4.4 Activation: After booking the FoD individual service "Porsche Dynamic Light System Plus" in the Porsche Connect Store, initial activation of the function in the vehicle is required; for this purpose, the vehicle must be connected to the mobile network via the integrated eSIM and data protection mode must be switched off until the activation process is completed. You must follow the instructions in the PCM to complete the activation.

4.5 Prices/payment terms: The prices and terms of payment are described in the Porsche Connect Store.

# 5. Updates

During the service package availability period, which coincides with the term of the service package contract, we will provide you with updates to at least the extent required by law, unless otherwise agreed with you in accordance with the legal requirements.

# 6. Termination right

All applicable termination rights as set forth in the T&C shall apply.

# **Last Updated**

These Terms of Use were last updated in March 2024.

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for the Porsche Connect Service "Porsche Connect Care" (hereafter referred to as **ToU Porsche Connect Care**)

Porsche Sales & Marketplace Inc., One Porsche Drive, Atlanta, Georgia, 30354, (hereafter referred to as **Porsche Sales & Marketplace**, **PSM** or **We**) operates under www.porsche.com (1) the My Porsche Portal and (2) various online marketplace functionalities (hereafter referred to as **Marketplace**) for the (i) sale or marketing of Porsche vehicles, parts, equipment and other vehicle-related and vehicle-independent products and (ii) provision of vehicle-related and vehicle-independent services. PSM also operates the Porsche Connect Store via the Marketplace. When you use the Marketplace, which includes the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (including the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter collectively referred to as **T&C**) apply. The current version of the **T&C** can be accessed, downloaded and printed at any time at <a href="https://connect-store.porsche.com/us/en/t/termsandconditions">https://connect-store.porsche.com/us/en/t/termsandconditions</a>.

When you visit the Porsche Connect Store, you may subscribe to "Porsche Connect Care" (hereafter referred to as **Service Package**). These ToU Porsche Connect Care apply exclusively to the Taycan vehicle model and govern the order, use and/or renewal of Porsche Connect Care. These ToU Porsche Connect Care apply in addition to the T&C, and, in the event of a conflict with the T&C, these ToU Porsche Connect Care shall prevail.

Any terms defined in the T&C shall have the same meaning in these ToU Porsche Connect Care. This shall in particular apply to the following terms:

- Customer: defined in section 1.3 of the T&C;
- Primary and Secondary User: defined in section 3.2 of the T&C;
- Porsche Connect Store and Porsche Connect Services: defined in section 3.1.1 of the T&C.

# "Porsche Connect Care"

Porsche Connect Care (hereafter referred to as **Service Package**) is available for the following vehicle models:

- Tavcan
- Cayenne (from model year 2022)
- 911 (from model year 2022)
- Panamera (from model year 2022)

Please note that Taycan vehicles of the model year 2020 require a free software update performed in an authorized Porsche service center to be able to subscribe to the Service Package "Porsche Connect Care"; provided, however, that individual services of the Service Package may not be available despite this software update. Taycan vehicles of the model year 2020 have the letter L at the 10th position of the vehicle identification number (VIN). For further information on the software update, please contact your Porsche dealer.

The Service Package may not be available in all U.S. states and territories, depending on the network availability. You can find the current geographical availability of the Service Package in the Porsche Connect Store <a href="https://connect-store.porsche.com/us/en/">https://connect-store.porsche.com/us/en/</a>.

Term: 10 years

Free Service Package: You are eligible to subscribe to the Service Package for a term of 10 years, and we will waive the standard subscription fees for such period. Please note, however, that you may be subject to charges from your telecommunications carrier when accessing certain features of the Service Package.

**Connectivity:** In order to use the Service Package, you must have connectivity established through an embedded SIM card. This connectivity is an integral part of the Service Package and is not charged separately.

Porsche Connect Care includes various services (hereinafter referred to as **Services**), which are described below:

### 1. Breakdown Call

After the "Breakdown Call" service has been triggered, the service establishes a voice and data connection to the Porsche Support center (hereafter referred to as **Porsche Assistance**) and transmits your vehicle location and all relevant vehicle information to the agent. You can use this vehicle information to personally talk to Porsche Assistance agents.

Please note that the "Breakdown Call" Service is independent of emergency services or other third-party roadside assistance programs. In case of an emergency, you must dial 911 using a separate mobile device (e.g., your personal mobile phone).

### 1.1 Detailed description of the Service

- 1.1.1 You can activate this Service either via the Porsche Communication Management of a connectable vehicle (hereafter referred to as **PCM**) or via the My Porsche App. The Service can, therefore, be activated by any Primary and Secondary User, as well as by anyone who has access to the vehicle's interior. After the service has been triggered, a voice and data connection is automatically established from the vehicle to Porsche Assistance. Data sent by the vehicle to Porsche Assistance can include information such as the vehicle identification number (VIN), vehicle model, year of production, optional equipment, vehicle location, occurrence of an accident, fuel level or vehicle state of charge, tire pressure, remaining range with the available fuel, vehicle status and error messages (hereinafter referred to as **Vehicle Data**).
- 1.1.2 During the voice connection, the Porsche Assistance agent may ask you questions to further assess the nature of your breakdown. Depending on the particular circumstances of the breakdown, the agent can offer you various options for assistance, as follows:
  - 1.) The agent can give advice on how to proceed (such as "Please add oil at the nearest gas station"); and/or
  - The agent can analyze the received vehicle data in more 2.) detail and try to identify the problem. The findings gathered can be passed on to your selected Porsche Center, which enables them to prepare for the vehicle's visit to the workshop or to initiate further measures. If a problem can be solved via remote repair, Porsche Assistance can carry this out. The prerequisite for this is the fulfilment of various problem-dependent preconditions such as: engine switched off, vehicle is stationary, engine immobilizer is active, windows are closed, and/or no active charging process. If necessary, further car data required for this purpose may be collected. Please note that it is possible that the breakdown and/or emergency call functionality will not exist or be limited during this problem solving via remote repair. Before starting to troubleshoot the problem via remote repair. Porsche Assistance will inform vou of any such preconditions and/or usage restrictions, which you

must then confirm to move forward. This is only a troubleshooting attempt, so additional steps may be necessary; and/or

- The Porsche Assistance agent can request external support, such as: breakdown assistance or towing the nonfunctional vehicle. Your call will not be forwarded to other service providers.
- 1.1.3 Any services provided by Porsche Assistance after the breakdown call require a separate contract, which could result in additional costs.
- 1.1.4 If you have access to or use third-party products or services, the contractual terms applicable to these products or services apply. PSM is not responsible for any access to or usage of these products or services.
- 1.1.5 Please note that activating the Service on your mobile device via the My Porsche App may subject you to additional charges from your telecommunications carrier.

# 1.2 Restrictions on use and system restrictions

- 1.2.1 This Service is provided via a telematics unit installed in the vehicle. The telematics unit receives GPS satellite signals and communicates with the service center via wireless communication systems and networks. Due to the nature of the technologies used in this Service, some functions/parts of the Service may be unavailable from time to time and/or be negatively affected through physical circumstances, including, but not limited to, the removal or manipulation of the telematics unit or its antenna, electromagnetism, the vehicle being in a garage, in an underpass or in another location where the GPS or wireless communication networks are not available, atmospheric conditions and other negative causes beyond our control (e.g. failure of the GPS or the communication networks). In particular, the operation of the telematics unit and, thus, the functioning of the Service in accordance with these ToU Porsche Connect Care may depend on whether the GPS networks and the wireless and fixed communication networks with which the telematics unit is operated, are operational. Therefore, this Service (or parts of the Service) may be unavailable at certain times and places.
- 1.2.2 The Service does not include vehicle insurance or any other insurance. Please note that you may be legally required to procure insurance, and it is your responsibility to do so whether legally mandated or otherwise. The fees paid for the Service are unrelated to the value of the vehicle or any property in the vehicle, or to the cost of injury or damage that you or others may suffer.
- 1.2.3 In the event of a troubleshooting via remote repair, the Porsche Assistance agent must be able to verify the identity of the caller before proceeding with assistance.

### 2. Smart Service

The "Smart Service" Service informs you in your PCM, in the My Porsche portal and in the My Porsche app through messages and status displays about individual maintenance and repair needs for selected vehicle components (based on predictions) such as service brakes, first aid kit, 12V battery, brake fluid, etc. It is only a prediction (especially in terms of the chassis, drive train and batteries), and is based on ongoing evaluations of your Vehicle Data. We endeavour (i) to make the prediction more precise over time, particularly by optimizing the prediction models and/or the composition of the vehicle data used and/or (ii) to expand the scope of the maintenance and repair needs covered and/or (iii) to expand this scope to other vehicle components. This Vehicle Data is automatically forwarded to the Porsche systems, and your authorized Porsche dealer may retrieve this data, if necessary. Your authorized Porsche dealer may contact you based on your Vehicle Data using your preferred channel of communication.

## 2.1 Restrictions on use and system restrictions

The Service functionality supports only original Porsche vehicle components.

# 3. Good to know - Owner's Manual

The "Good to know - Owner's Manual" service provides you with a digital version of the Owner's manual for your vehicle in the Porsche Communication Management (PCM). In addition to the printed Owner's Manual included with the vehicle, the service offers additional functions described in section 3.1.

#### 3.1. Detailed description of the service

- The service provides you with Owner's Manual content in text and visual form (i.e. images, interactive graphics, animations) in PCM.
- 3.1.2. Any future changes to the contents of the Owner's Manual can be downloaded and updated.
- 3.1.3. The service also provides proactive references to the Owner's Manual based on the vehicle's warning and information messages. This provides you with more detailed information on the error messages.
- 3.1.4. The service also permits device-independent and synchronous use of the digital Owner's Manual. This means that pages bookmarked and selected as favorites in the vehicle, as well as those most recently visited, are also displayed on other digital output channels.

#### 3.2. Use and system restrictions

The Owner's Manual content described in 3.1.1 is also available offline in PCM and the My Porsche App (download required). All other functions require a data connection. The display of Owner's Manual content in the form of additional animations is part of the Good to know – Owner's Manual Plus service, which is part of the Porsche Connect service package that can be booked separately.

### 4. Online Software Updates

The Online Software Update is installed in your vehicle using over-the-air technology, without a workshop visit being required. Updates are downloaded in the background and can then be installed by you at any time, for example, when parking the vehicle overnight.

#### 4.1 Detailed description

Regularly performing the updates means that the vehicle always has the latest software version. The updates are carried out in a similar manner to the update processes that you already know from other media/devices. If an update is available for your vehicle, it will be downloaded in the background. Once successfully downloaded, the update will be available for you to install in your vehicle's PCM. To start the installation, you must carry out the steps listed in the PCM (e.g. park the vehicle, switch on the handbrake, etc.). The vehicle cannot be used while the update is being carried out. You will receive a message in the PCM once the update has been successfully installed. You can deactivate and reactivate the Online Software Up-date service in the My Porsche portal at any time.

### 4.2 Use and system restrictions

The functions described in 4.1 can be accessed in the PCM at any time, provided that your vehicle has connectivity. It is not possible to install an Online Software Update if your vehicle is in private mode. Additional requirements (e.g. parking the vehicle safely or not connecting the vehicle to a charging station) are update-specific and will be displayed in the PCM before each installation.

### 5. Usage of data

In connection with the ordering of the Service Package, certain data - including personal data - may be collected in order to perform the respective Service. Depending on the Service, it may also be necessary for the provision of such Service to collect and process data of vehicle components (e.g. 12 V battery, wiper blades) and to analyze such data.

Porsche Sales & Marketplace may use such data - in an anonymized form or otherwise - for (i) the purpose of managing and improving quality, safety and security of the Service Package and/or PSM Products (including Porsche vehicles), and (ii) for other commercial purposes. The usage of certain data for the purpose of managing and improving quality, safety and security of the Service Package and/or PSM Products (including Porsche vehicles) can be activated and deactivated using appropriate functionalities in the Porsche vehicle and/or My Porsche Portal.

For the above purposes, such data may also be transferred to other Porsche entities and other third parties that are engaged by Porsche Sales & Market-place or other Porsche entities in this context and - to the extent such data is anonymized - to other third parties.

The usage of such data will be in compliance with applicable data protection laws. Where required by law, Porsche Sales & Marketplace will obtain the relevant consents. Further information can be found in the data protection and privacy information at <a href="https://connect-store.porsche.com/us/en/tac/t/privacy.">https://connect-store.porsche.com/us/en/tac/t/privacy.</a>

# 6. Termination right

All applicable termination rights as set forth in T&C shall apply.

# Last Updated

These Terms of Use were last updated in March 2024.

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#### PORSCHE SALES & MARKETPLACE, INC.

#### Terms of Use

for the Porsche Connect "Porsche Charging Service" – Macan Electric (starting MY24) and Taycan (J1.II, starting MY25) (hereinafter also referred to as **TU**)

Porsche Sales & Marketplace, Inc., One Porsche Drive, Atlanta, GA 30354 (hereafter referred to as Porsche Sales & Marketplace, PSM or We), operates at www.porsche.com (1) the My Porsche Portal and (2) various online marketplace functionalities (hereafter referred to as Marketplace) for the (i) sale or marketing of Porsche vehicles, parts, equipment and other vehicle related and vehicle independent products and (ii) provision of vehicle related and vehicle independent services. PSM also operates the Porsche Connect Store via the Marketplace. When you use the Marketplace, which includes the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (which includes the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter referred to as T&C) apply. The current version of the T&C can be accessed, downloaded and printed at any time at https://connect-store.porsche.com/us/en/t/termsandconditions.

When you visit the Porsche Connect Store, you may order the "Porsche Charging Service." These Terms of Use and the T&C govern the use of the Porsche Charging Service in the United States. In the event of a conflict between the T&C and these Terms of Use, the Terms of Use shall prevail. Any terms used herein but not otherwise defined shall have the definitions given them in the T&C.

These Terms of Use apply generally to the Porsche Charging Service as well as each individual charging service as described below.

It is only possible to make full use of the Porsche Charging Service with a smartphone app – the **My Porsche App** (hereinafter referred to as the **App**). The **App** is available for mobile devices with a supported operating system and can be downloaded free of charge in the app store of the respective provider of the mobile devices or the operating system, although fees will be charged in accordance with Section 4.2. To use the App on your mobile device, it is necessary for your mobile device to be connected to the Internet. This requires a separate contract with a mobile service provider for an Internet data plan, for which additional costs and roaming costs, if used abroad, may be incurred.

# "Porsche Charging Service"

Subscription Term: 12 months (with auto-renewal)

Inclusive Period: 1 year free

**Restrictions:** The Porsche Charging Service may only be used for charging your Macan or Taycan electric vehicle. The use of the Porsche Charging Service with any other make or model of vehicle is prohibited and is grounds for termination of your access to the Porsche Charging Service.

# **Services of the Porsche Charging Service:**

1. Access to the charging network and compatibility

- 1.1 The Porsche Charging Service allows access to and use of charging stations operated by Porsche Sales & Marketplace and third parties (hereinafter referred to as charging stations) for normal charging with alternating current (AC) and for fast charging with direct current (DC). For this we cooperate with selected charging station operators, as well as selected eroaming partners, who provide the locations of public charging stations as bundles (see also Section 2).
- 1.2 All charging stations are equipped with a J1772 connector (for AC charging) and / or the Combined Charging System (CCS) (for DC charging) in accordance with North American standards. Individual charging stations are also equipped with the CHAdeMO standard (for DC charging).

Charging station compatibility:

- In general, charging stations with a J1772 connection are compatible with plug-in hybrid and electric vehicles equipped with a J1772 charging socket or a CCS charging socket. An additional charging cable is not required.
- In general, charging stations with a CCS connection are compatible with electric vehicles equipped with a CCS charging socket. An additional charging cable is not required.
- In general, charging stations that support the CHAdeMO standard are compatible with vehicles equipped with a CHAdeMO charging socket. CHAdeMO charging stations are not compatible with the Taycan.

Information about the charging socket available on your particular vehicle can be obtained from the operating manual for your vehicle or from your vehicle manufacturer. If your vehicle does not have any of the aforementioned charging sockets/connector types, charging (even using an adapter) may not be possible. You are responsible for the charging capability of your vehicle and must observe any and all applicable state and local regulations and instructions for using the charging stations.

- 1.3 To activate the respective charging station at the charging location, the authentication method stated in the App must be used.
- 1.4 Use of the charging stations is subject to various factors, including vacant spaces at the charging station and the charging station being in working order (this applies, for example, to recognizably damaged charging stations, which may not be used).
- Information about the charging stations contained in the charging network
- 2.1 An overview of the charging stations provided by selected charging station operators and e-roaming partners can be found in the App.

2.2 Depending on availability, the following static and dynamic information about charging stations is available in the App: Location, AC and/or DC charging options, available connector types, indication of whether charging points are occupied or vacant, indication of prices for AC and/or DC charging, and number of charging points per charging location. Porsche Sales & Marketplace assumes no liability for the accuracy and timeliness of the data and information supplied by these partners.

### 3. Authentication and charging at the charging station

3.1 Starting the charging process: To start the standard charging process you must authenticate yourself in advance through the App. To utilize the Plug and Charge function, both the vehicle and the charging station must support this functionality. Additionally, the functionality must be enabled in the App and the vehicle's PCM (Porsche Communications Management system). Once the prior prerequisites have been satisfied, plug the charging station into the vehicle to start the charging process.

A charging station can be unlocked remotely through the App after you have selected it in the App. Some charging stations have special features when starting, and you will need to always follow the instructions on the charging station. You can use the App to monitor the progress of an active charging process; this may differ from the actual duration of the charging process for technical reasons.

3.2 Ending the charging process: The charging process can be stopped manually by unlocking the vehicle and unplugging the charging cable. On some charging stations, the charging process can also be ended manually using the App. As soon as the vehicle's battery is fully charged, the charging process will stop automatically. Some charging stations have special features when charging is completed, and you will need to always follow the instructions on the charging station. After successful completion of the charging process, the information from the charging process (i.e., location where charging took place, date, time and cost) will be displayed in the App's charging history (for technical reasons, the charging history in the App may not always reflect the current status).

### 4. Prices and billing

- 4.1 The cost to you associated with your use of the Porsche Charging Service is the usage costs per charge, which is calculated based on
  - the amount of energy charged in kWh and/or
  - the connection time in minutes and/or
  - a flat rate per charging process and/or
  - additional parking fees.

The basis for billing by time (per minute) is the connection time (charging cable connected to the charging station and vehicle). In other words, charges are incurred as long as the vehicle is connected to the charging station. Some charging stations may charge an additional parking fee if the vehicle is left connected to the station after the charging session is completed. Taxes may be collected where applicable.

The basis for billing by kWh is the energy measured by the charging station, not the vehicle. Some charging stations may charge an additional parking fee if the vehicle is left connected to the station after the charging session is completed. Taxes may be collected where applicable.

For Electrify America inclusive charging only (during the Inclusive Period):

For DC charging session the first 30 minutes are free of charge. For AC charging, the first 60 minutes are free of charge.

Once the charge is completed, you will have a grace period of 10 minutes to relocate the vehicle. In case of a non-full battery you can choose to stop the charge or resume charging, for which, in the latter case, further charging costs will apply. If 60 minutes has not elapsed between two separate charging sessions, the two sessions will be deemed, and charged as, a single charging session. An idle fee may be charged following the grace period.

- 4.2 Relevant prices are available on the screen of each charging station and in the App at the initiation of a charging session. For Electrify America, prices are the same at any of their charging stations. For charging at Porsche dealerships and other third party charging stations, individual pricing is set by the dealer/provider. Prices may change at any time and exclude any applicable taxes which may also be collected.
- 4.3 At the end of the month, you will receive an aggregated bill for the charges that we have recorded within a billing period; this information can be viewed on the My Porsche portal and will be sent by e-mail to the e-mail address you have provided. Please note that due to technical circumstances, we are only able to record some charging processes at a later point, so that the billing statement may also include charging processes not yet billed from before the current billing period, for which you will be charged. You will also see the costs accumulated for the current billing period in the App (please note that this view may not always be up-to-date).

#### 5. Upon Conclusion of the Term

- 5.1 Base Charging Plan: At the end of the inclusive term (1 year), the vehicle owner will continue to have access to the Porsche Charging Service unless or until he/she cancels participation. The vehicle owner will automatically be enrolled in the Base Charging Plan (which has no annual subscription fee) with the option to add on premium services which may incur annual fees.
- 5.2 Pricing for Base Charging Plan: The Basic Charging Plan provides access only to one selected charging station operator (Electrify America). The pricing set forth in Section 4 shall not apply. Instead, the charge for Per Minute and/or Per kWh are at Electrify America's "Guest and Pass Member rates" which are displayed on the charger at the time of service. There is no free charging period of time included in this plan. Some charging stations may charge an additional parking fee if the vehicle is left connected to the station after the charging session is completed. Taxes may be collected where applicable. Billing will continue in the manner set forth in Section 4.
- 5.3 Premium Charging Plan: Vehicle owners may alternatively subscribe to a Premium Charging Plan for an annual subscription fee (pricing available in the Porsche Connect store). The Premium Charging Plan provides access to the selected charging station operator(s) (Electrify America) and selected e-roaming partners. The charge for Per Minute and/or Per kWh are at Electrify America's "Pass+ Membership rates" which are displayed on the charger at the time of service. For other partners, pricing will be displayed on the individual charging station. There is no free charging period of time included in this plan. Some charging stations may charge an additional parking fee if the vehicle is left connected to the station after the charging session is completed. Taxes may be collected where applicable. Billing will continue in the manner set forth in Section 4.

# 6. Termination right

All applicable termination rights as set forth in the T&C shall apply. Services must be actively terminated to avoid autorenewal and fees associated therewith (if applicable).



for the Porsche Connect Services "Porsche Connect" – Macan Electric (starting MY24) (hereafter referred to as **ToU**)

Porsche Sales & Marketplace, Inc., One Porsche Drive, Atlanta, Georgia, 30354, (hereafter referred to as Porsche Sales & Marketplace, PSM or We) operates at www.porsche.com (1) the My Porsche Portal and (2) various online marketplace functionalities (hereafter referred to as Marketplace) for the (i) sale or marketing of Porsche vehicles, parts, equipment and other vehicle related and vehicle independent products and (ii) provision of vehicle related and vehicle independent services. PSM also operates the Porsche Connect Store via the Marketplace. When you use the Marketplace, which includes the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (including the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter collectively referred to as T&C) apply. The current version of the T&C can be accessed, downloaded and printed time at https://connectstore.porsche.com/us/en/t/termsandconditions.

When you visit the Porsche Connect Store, you may subscribe to "Porsche Connect" services for certain model lines as stated below (hereafter **Service Package**). These ToU apply exclusively to the "Porsche Connect" Service Package and apply to the order, use and/or renewal of the Service Package. These ToU apply in addition to the T&C, and, in the event of a conflict with the T&C, these ToU prevail.

Any terms used herein but not otherwise defined shall have the definitions given them in the T&C.

### "Porsche Connect"

The Porsche Connect service package is only available for the following vehicle models:

- Macan (from model year 2024 forward)

Porsche Connect includes the services described in these Porsche Connect ToU. The current availability of Porsche Connect in the US can be found in the Porsche Connect Store at <a href="https://connect-store.porsche.com/us/en/">https://connect-store.porsche.com/us/en/</a>.

Term: from 1 month (varies by service)

**Free-of-charge inclusive period:** Porsche Connect can be booked free of charge for 10 years when purchasing a new vehicle with Connect capabilities.

Porsche Connect remains enabled in your vehicle for 10 years, which means that Porsche Connect services can be used in your vehicle during that time. The required connectivity for the use of third party apps, Google Automotive Services and the Wi-Fi hotspot will be provided to you free of charge (by our contractual partner) for 4 years from the vehicle handover. More details can be found at https://connect-store.porsche.com/us/en/. PSM is continuously developing its services and functionalities. It is therefore possible under certain circumstances that not all software functions or new features that Porsche introduces for newer or different models will be usable or functional in your vehicle.

Requirements for the use of services included in the Service Package: Connectivity is provided via the Porsche Communication Management (PCM) system's integrated SIM card. The use of connectivity for the Service Package (with the exception of the "App Center", "Online/Hybrid Radio" services and Internet access via WiFi hotspot) is included in the price of the Service Package. For Internet access via WiFi hotspot, a data package is needed that can be purchased separately via the Porsche Connect Store. For the services "App Center" and "Online/Hybrid Radio", the use of connectivity is included for 4 years with the Service Package. After the 4 years have elapsed, (a) a data package or (b) a connection via a mobile phone (tethering) with a corresponding mobile data plan is also required. A separate contract with a mobile service provider is needed for this purpose. This may incur additional costs, including roaming charges for using the service abroad, depending on the data plan with your mobile service provider. If you connect the PCM via your mobile phone, please make sure that this is permitted by your mobile data plan. The availability and speed of the services included in the Service Package are subject to the availability and speed of the data connection provided by your mobile service provider.

### The following applies to models with Porsche Connect:

#### Finder

**Description:** With the service "Finder," you can search for points of interest (e.g. charging stations, gas stations, restaurants, hotels, and parking spaces) that are included in specific online databases selected by PSM. The search results may provide additional information such as telephone numbers, opening hours, fuel prices, parking fees, or ratings by other users. Points of interest may also be searched, stored, managed and forwarded to the PCM in the My Porsche App.

### 2. Voice Pilot

- 2.1 Description: With the service "Voice Pilot", various functions of the PCM and other services can be operated using voice input. Additional functionalities, such as media searches, points of interest or weather information, are made possible by means of online speech recognition.
- 2.2 Restrictions of use: Operation of the Voice Pilot is limited to the supported languages. The lack of an online connection can limit the results. Due to external influences, such as background noise, for example, the speech recognition may not always produce the desired results.

# 3. Navigation Plus

3.1 **Description:** With the service "Navigation Plus", route calculation by the PCM in the vehicle is supplemented by online services. The PCM navigation system uses current GPS data and traffic data to optimize the route to the specified destination. Roads are shown in color in the map display according to the traffic situation. The maps of the PCM navigation system are updated online.

The PCM navigation system can display the map in satellite view. By caching the loaded map data of the current

environment of the vehicle, the satellite view is retained even if the connection is temporarily interrupted.

### 4. Radio Plus

- 4.1 Description: With the service "Radio Plus", you can access the online channels of radio stations. When Radio Plus is activated and the reception of the radio source FM is temporarily impaired, the PCM automatically switches to the corresponding online channel of that station (if available). The service also displays additional data regarding songs you play via the PCM (i.e. name of artist).
- 4.2 Restrictions of use: The data connection for this service requires (a) a data package (available separately from the cooperation partner in selected countries) or (b) a connection via the mobile phone connected to the PCM (tethering), with corresponding mobile data charges.

#### 5. News

- 5.1 Description: The service allows you to access the latest news by subscribing to RSS feeds directly in the PCM. With the Voice Pilot you can have the articles read to you. You can also use a keyword search to browse channels that you are subscribed to for information on preferred topics or keywords.
- 5.2 Requirements: You can search for feeds of interest to you via the search function and subscribe to such feeds under your Porsche ID. These feeds are available only in your vehicle.

### 6. Car Control

6.1 Services: You have the option to check the status of your vehicle remotely on a smartphone. The service includes the information on the vehicle exterior (e.g. doors are closed and locked) and information service intervals or the current mileage.

# 7. Trip Control

- 7.1 Services: You have the option to check the trip data of your vehicle remotely. This includes: driving time, distance, average speed and average consumption for all types of trips (short, recurring, long).
- 7.2 Restrictions of use: Accessible information is updated only after the ignition status has changed (i.e. turned on or off).

### 8. Horn & Indicator

- 8.1 **Services:** You have the option to briefly activate the horn or the indicators of your vehicle remotely. You receive a confirmation message or a push notification after the process.
- 8.2 Restrictions of use: This service is available only if the vehicle is stationary and the ignition and the hazard lights are switched off.

### 9. Lock & Unlock

- 9.1 Services: You have the option to remotely lock and unlock the doors and the trunk of your vehicle. You receive a confirmation message or a push notification after the process.
- 9.2 Restrictions of use: This service is available only if the vehicle is stationary, the driver's door is closed, the ignition is switched off and the key is not inserted into the ignition lock. Further restrictions may apply according to country-specific regulations.

9.3 Note: Using the unlock function in your absence from the vehicle increases the risk of vehicle theft or theft of items placed in the vehicle. To prevent unauthorized use, a four-digit security code must be entered to use the unlock function. You will choose the security code when you register and set up Porsche Connect for the first time. The security code can be changed subsequently in the My Porsche portal.

#### 10. Carfinder

- 10.1 Services: You can have the location and position of your vehicle displayed remotely. The current position of the mobile device used for this function is also displayed on a map. If the current position of the vehicle is not available (e.g. because it is parked in an underground garage), the most recently saved GPS position is used. By activating the privacy mode, you can deactivate the transfer of data.
- 10.2 Restrictions of use: This service is only available with uninterrupted data transmission. The service is available while the vehicle is in motion and/or stationary.

#### 11. E-Control

- 11.1 Services: You can remotely check the status of your vehicle and start or stop the charging process as follows. You can check the connection status, the remaining charging time and the current electric range. The electric range is indicated by a circle on the map. You also have the option of optimizing the charging process of the high-voltage battery of your vehicle for a certain departure time. You can set departure timers and receive a confirmation message or push notification when events occur (for example, charging interrupted) and when an activated E-Timer has expired.
- 11.2 Restrictions of use: The range indicated by the circle on the map is only an estimated value. The values on the map do not reflect the actual route distances. Therefore, in reality, locations could be beyond the electric range even if they appear within the electric range circle. This service is available exclusively for electric and hybrid vehicles.

# 12. Climate

- 12.1 Services: You can remotely check the status of the heating and/or air conditioning system and activate or deactivate them as follows. Once the heating and/or air conditioning has been successfully activated or deactivated, you will receive a confirmation message or a push notification. You also have the option to remotely set the Climate Timer for remote-controlled heating and/or air conditioning. Once it is set, you will receive a confirmation message or a push notification on your mobile device when an activated Climate Timer has expired.
- 12.2 **Use restrictions:** This service is available exclusively for electric and hybrid vehicles.

### 13. Car Alarm

- 13.1 Services: You will receive a message or a push notification when the anti-theft alarm of your vehicle is triggered. The message provides information on the triggered alarm and a timestamp.
- 13.2 Restrictions of use: This service can send a message or a push notification only if the vehicle can connect to the Porsche systems. If the anti-theft alarm is triggered but the control unit of your vehicle has no connectivity (e.g. because it is parked in an underground garage), the message or the push notification

is sent as soon as connectivity is available. If the vehicle is set to privacy mode, the messages will not be sent.

### 14. Location Alarm

- 14.1 **Services:** You can set a geographic border remotely in the form of a circle. You will receive a message as soon as the vehicle leaves or enters this area. You can maintain up to four areas at the same time. In the case of an event (i.e., the vehicle leaves or enters an area), you will receive a message or a push notification including a map displaying the location where the event took place.
- 14.2 **Restrictions of use:** This service will send a message only if the ignition is switched on and a wheel movement is detected.

#### 15. Calendar

- 15.1 **Description:** The "Calendar" service makes it possible to directly link the PCM with third party calendars that are available online. In addition, via the My Porsche App, calendars shared with the app on the smartphone can be connected to the PCM. The service offers a day view. Appointments can be read out by the Voice Pilot. Furthermore, addresses can also be recognized in calendar entries and used directly as navigation destinations. It is also possible to dial in directly to conference calls, however, you can only dial in with a mobile phone connected to the PCM via Bluetooth.
- 15.2 **Restrictions of use:** Direct dialing into telephone conferences (i.e. dialing in without entering a PIN or other conference ID) is only possible with supported meeting invitation formats and with a mobile phone connected to the PCM via Bluetooth.
- 15.3 Requirements: In order to use the service in the vehicle, a supported online calendar must be linked to your Porsche ID. The My Porsche app must be downloaded on your smartphone to be connected with the vehicle. The service can access the smartphone calendar only if access to the calendar is authorized explicitly for the My Porsche app in the settings of the operating system.

# 16. Charging Planner

- 16.1 Description: The service Charging Planner improves the travel route of the PCM navigation system to achieve the shortest total travel time (driving time and charging stops) based on the destination chosen, the remaining range, the driving profile, available real-time traffic information as well as available charging stations and their charging capacity. Required charging stops are automatically included in the travel route.
- 16.2 Restrictions of use: This service does not always receive precise information, and therefore the availability of the charging stations may be inaccurate.

### 17. Good to know - Owner's Manual

17.1 **Description:** The "Good to know – Owner's Manual" service provides you with Owner's Manual content in text and visual form (i.e. images, interactive graphics, animations) in your PCM. Any future changes to the contents of the Driver's Manual can be downloaded and updated. The service also provides proactive references to the Owner's Manual based on the vehicle's warning and information messages. This provides you with more detailed information on the error messages.

The service also permits device-independent and synchronous use of the digital Owner's Manual. This means that pages bookmarked and selected as favorites in the vehicle, as well as those most recently visited, are also displayed on the digital

output channels (assuming online availability of the vehicle, as well as login to the output channels). In addition, the service can also be called up via the Voice Pilot.

17.2 **Use restrictions:** The content is available offline in the PCM and the My Porsche app (download required). All other functions require a data connection.

#### 18. Breakdown Call

18.1 Description: When the "Breakdown Call" service is triggered, the service establishes a voice and data connection to the Porsche Support center and transmits your vehicle location and all relevant vehicle information to the Porsche Support instance. In emergencies, you should call 911.

You can trigger the service either via the PCM or via the My Porsche app. Activation can therefore be carried out by any main- or secondary user, as well as by anyone who has access to the vehicle interior.

The data sent from the vehicle to the Porsche Support center can contain information such as the vehicle identification number (VIN), vehicle model, year of production and special equipment, vehicle location, occurrence of an accident, fuel level, tire pressure, remaining range with the available fuel, vehicle status and error messages (hereinafter car data).

During the voice connection, the Porsche Support instance may ask you questions to further assess your breakdown situation. Depending on the particular breakdown situation, the Porsche Support instance can offer you various assistance options including attempting to analyze the received car data in more detail and try to identify the problem. The findings gathered can be passed on to your dealer, which enables them to prepare for the vehicle's visit to the service center or to initiate further measures. If a problem can be solved via remote repair, the Porsche Support center may be able to carry this out. The Porsche support center can request external support, e.g. breakdown assistance or towing of the non-functional vehicle.

- 18.2 Note: Any services provided by the Porsche Support center after the breakdown call require a separate contract, which could result in additional costs. If you access or use third party products or services, the terms and conditions of those products or services apply. PSM is not responsible for access to or use of these products or services. Please note that triggering the service via the My Porsche app on your mobile device may incur additional costs, depending on the terms of the mobile phone contract that you have concluded with a third-party telecommunications provider.
- 18.3 Use restrictions: The service is provided via a telematics unit installed in the vehicle, which receives GPS satellite signals and communicates with the Porsche Support center via wireless communication systems and communication networks. Due to the nature of the technologies used for the functions of the service and contained in the telematics unit, the functions of the service (or parts of the service) may from time to time not be available and/or may be negatively affected by physical conditions, including but not limited to removal or tampering with the telematics unit or its antenna, electromagnetism, the vehicle being in a garage, underpass or any other location where the GPS or wireless communication networks are not available, atmospheric conditions and other causes of interference that are beyond our control (e.g. failure of GPS or communication networks). In particular, the operation of the telematics unit and thus the provision of the functions of the service in accordance with these ToU Porsche Connect depends on the GPS networks and the wireless and fixed

communication networks used by the telematics unit being operational. Therefore, not all functions of the service are available anytime and anywhere, and there is no guarantee that all functions of the service will be operational anytime and anywhere.

#### 19. Smart Service

19.1 **Description:** The "Smart Service" service informs you about individual maintenance and repair requirements for selected vehicle components through messages and status displays in your PCM, in the My Porsche portal and in the My Porsche app. It is a prediction, especially in terms of the chassis, drive and batteries, and is based on ongoing evaluations of your car data. We endeavor (i) to make the prediction more precise over time, particularly by optimizing the prediction models and/or the composition of the car data used and/or (ii) to expand the scope of the maintenance and repair needs covered and/or (iii) to expand this scope to other vehicle components.

The corresponding car data is transmitted to Porsche's systems and your dealer can retrieve this data if required. Based on this car data, your Porsche Center can proactively contact you via the communication channel you have chosen.

19.2 Use restrictions: The functionality of the service is limited exclusively to original Porsche vehicle components.

#### 20. App Center

20.1 Description: The App Center enables you to search for, download, update and manage apps. These are apps specially designed for the vehicle, and are offered and managed by either Porsche or third party providers.

Use restrictions: The portfolio of the App Center has been adapted for automotive use and is therefore limited compared to an app center for smartphones. Depending on the app, the information display may be limited to the passenger-side display while driving. The app portfolio is subject to constant changes. The data connection for this service requires (a) a data package (available separately from the cooperation partner in selected countries) or (b) a connection via the mobile phone connected to the PCM (tethering), with corresponding mobile data charges.

# 21. Online Software Update

21.1 Description: Online software updates are installed in your vehicle using over-the-air technology, without a service visit being required. Updates are downloaded in the background and can then be installed by you at any time, for example, when parking the vehicle overnight. Regularly performing updates means that the vehicle always has the latest software version. The updates are carried out in a similar manner to the update processes that you already know from other media/devices. If an update is available for your vehicle, it will be downloaded in the background. Once successfully downloaded, the update will be available for you to install in your vehicle's PCM.

To start the installation, you must carry out the steps listed in the PCM (e.g. park the vehicle, switch on the handbrake, etc.). The vehicle cannot be used while the update is being carried out. You will receive a message in the PCM once the update has been successfully installed. You can deactivate and reactivate the Online Software Update service in the My Porsche portal at any time.

21.2 Use restrictions: The functions described can be accessed in the PCM at any time, provided that your vehicle has connectivity, i.e. a reliable mobile phone connection. It is not possible to install an online software update if your vehicle is in private mode. Additional requirements (e.g. parking the vehicle safely or not connecting the vehicle to a charging station) are update-specific and will be displayed in the PCM before each installation.

#### 22. Porsche2X

22.1 **Description:** The "Porsche2X" service shows available information about local hazards, e.g. the risk of aquaplaning, as an infographic in the PCM.

#### 23. Termination right

23.1 All applicable termination rights as set forth in the T&C shall apply.