

Terms of Use for the Porsche Connect Service "Navigation & Infotainment Package" (hereafter referred to as **TU**)

These Terms of Use govern the use of the Porsche Connect "Navigation & Infotainment Package". These Terms of Use apply in addition to the terms for My Porsche Portal, the Porsche Connect Store and the Porsche Connect Services.. Insofar a provision of the terms conflicts with these Terms of Use, these Terms of Use shall prevail.

#### "Navigation & Infotainment Package"

Navigation & Infotainment Package is available for the following vehicle models:

718 models

The "Navigation & Infotainment Package" includes the services described hereafter. Available services depend on your vehicle model – availability can be found when you log in to the Porsche Connect Store at <a href="https://connect-store.com/ca/en">https://connect-store.com/ca/en</a>.

#### Inclusive Term: 1 year

Inclusive term: In case of the purchase of a new Connect-able vehicle including the option "Connect Plus", or the purchase of a 718 model from May 2018 onwards, including the option "Navigation incl. Porsche Connect", the "Navigation & Infotainment Package" is included and can be booked for a term of 1 year.

Additional requirement of use for all service package components: The Porsche Communication Management system 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 "Radio Plus") is included. 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 respective 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), the Macan (MY 2018) and the 911 (MY 2019) (more details on these models below) the following applies:

#### 1. Real Time Traffic Information

**Description:** The navigation system of the PCM is using current GPS data and data on volume of traffic to optimize the route to the entered destination by the minute. The volume of traffic will additionally be highlighted in colours 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

 $\mbox{Description:}$  The maps of the PCM navigation system can be updated via the internet. The PCM will display available updates.

#### 3. Satellite Map

**Description:** The PCM navigation system can display the map in satellite view. By a buffering of loaded map data of the current surroundings of the vehicle 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 Centre.

#### 4. Online Search

**Description:** With the "Online Search" service package component, you can find addresses or special destinations using a system-defined internet search engine. Partly, the search results include in addition further information like phone numbers, opening hours or ratings by other internet users.

#### 5. Parking

**Description:** With the Parking service package component, you will be able to see the nearest available parking options (including parking fees and opening hours), reported by the parking operators, in the surrounding area of the vehicle or at the navigation destination. AAparking option can be selected viathe PCM navigation system as the destination.

#### 6. Gas Stations

**Description:** With the service package component "Gas Stations", participating gas stations in the surrounding area of the vehicle, on the route to, or, at the navigation destination of the PCM navigation system, will be displayed suitable to the type of fuel of the respective Connectable vehicle. The results list can be sorted by distance or most favourable price reported by the gas station operator or other users. Via free text search also a specific gas station can be searched by brand name. A gas station found in the search results can be selected as a navigation destination.

#### 7. E-Stations

**Description:** With the service package component "E-Stations", participating E-Charging stations in the surrounding area of the vehicle, on the route to, or, at the navigation destination of the PCM navigation system, will be displayed. The results list can be sorted by distance or most favourable price reported by the E-charging operator or other users. Via free text search also stations of a particular power supplier can be searched purposefully. Found E-Charing stations 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.

#### 8. News

8.1 **Description**: 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.

8.2 Restrictions of use: The service will be available during the ride fully, partly or only when the vehicle is stationary, depending on country-specific provisions.

#### 9. Message Dictation

- 9.1 Description: With the service package component "Message Dictation" SMS messages can be drafted via voice entry in the PCM and incoming messages can be played back via the voice output of the Connect-able vehicle.
- 9.2 Restrictions of use: The SIM card inserted in the PCM or the mobile phone connected with the PCM requires a separately offered mobile service plan with a mobile service provider which allows sending and receiving SMS.

#### 10. Weather

**Description:** The service package component "Weather" displays the current weather situation and the forecast for the next hours and days 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

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

For the Cayenne (MY 2018), the Macan (MY 2018) and the 911 (MY 2019) the following service packages apply:

#### 1. Finder

**Description:** 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. Partly, the search results include in addition further information like phone numbers, opening hours, fuel prices, parking prices or ratings by other internet users. Also on My Porsche Portal and the My Porsche App, POIs can be searched, saved, managed, and sent to the PCM.

#### 2. Voice Pilot

- 2.1 Description: 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

**Description:** With the service package component "Navigation Plus" the PCM's on-board route calculation will be complemented by an online route calculation.

The navigation system of the PCM is using current GPS data and data on volume of traffic to optimize the route to the entered destination by the minute. The volume of traffic will additionally be highlighted in colours 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. By a buffering of loaded map data of the current surroundings of the vehicle the display of the satellite view will be kept even if the internet connection is temporarily interrupted.

#### 4. Radio Plus

4.1 Description: The service package component "Radio Plus" will enable you to listen to available online streams of radio stations. When Radio Plus is enabled and the current FM or Digital Audio Broadcasting (DAB) radio station is no longer available, the PCM will switch seamlessly to the respective online stream of such radio 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 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

**Description**: 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

**Description:** The service package component "Weather" displays the current weather situation and the forecast for the next hours and days 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.

#### Right of withdrawal for consumers

If you are a consumer you have a right of withdrawal for a period of 14 days after the conclusion of the contract. A consumer is an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. Information about the right of withdrawal, and instructions on how to exercise that right are set out below:

#### Instructions on withdrawal

#### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Contact Porsche - Contact Porsche - c/o Porsche Sales & Marketplace Canada, Ltd., 165 Yorkland Blvd., Unit 150, Toronto, ON, M2J 4R2, Canada, phone number: +1 800-767-7243, e-mail address: customersupport@porsche.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, a telephone call or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

#### Model withdrawal form

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

- To Contact Porsche c/o Porsche Sales & Marketplace Canada, Ltd., 165 Yorkland Blvd., Unit 150, Toronto, ON, M2J 4R2, Canada, e-mail address: customersupport@porsche.com:
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
- Ordered on(\*)/received on (\*),
- Name of consumer(s),
- Address of the consumer(s),
- Signature of the consumer(s) (only if this form is notified on paper),

(\*) Delete as appropriate



Terms of Use for the Porsche Connect Service Car Remote Package

These Terms of Use govern the use of the Porsche Connect "Car Remote Package". These Terms of Use apply in addition to the Terms and Conditions for the My Porsche portal, the Porsche Connect Store and the Porsche Connect Services as well as Porsche Products (T&C). Insofar a provision of the T&C conflicts with these terms of use, these terms of use shall prevail.

#### **Car Remote Package**

The "Car Remote Package" includes up to 12 service components described hereafter. The number of service components available may vary by geographic area. The current geographic availability can be found in the Porsche Connect Store at <a href="https://connect-store.porsche.com/ca/en/">https://connect-store.porsche.com/ca/en/</a>. Use of the Car Remote Package requires internet connectivity. The internet connection in the vehicle necessary for the use of the "Car Remote Package" is established using an integrated SIM-card. Use of the internet connection for this service is included in the price of this service.

**Term:** In case of the purchase of a new Connect capable vehicle including the option "Connect Plus", the "Car Remote Package" can be activated 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 requirements for use of some components of the Car Remote Package components: For some functions of the Car Remote Package a smartphone, including an internet connection, is required. A separate contract with a mobile service provider on an internet data plan is required, which may accrue additional costs, including but not limited to roaming costs in accordance with the agreement with the particular plan provider. Any such additional cost are not included in the price of the service. The availability and speed of the services package components are subject to the availability and speed of this internet connection. Additionally, for some functions the "My Porsche App" (hereafter "Connect App") is required, which is available for iPhone<sup>®</sup> and Android<sup>™</sup>. All services and functions are available in the My Porsche App, as well as in My Porsche portal, unless provided differently in the service descriptions.

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

**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.

#### **Car Remote Package Components**

#### 1. Car Control

1.1 Service: Provides the ability to remotely check your vehicle's status including information such as: 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, and time of last query. The ability to check tire pressure will only be available at a future date.

- 1.2 Restrictions of use: The display of additional PHEV specific information (e.g. electrical range) is only available for PHEV vehicles.
- 2. Trip Control
- 2.1 Service: Provides 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:** Information available for retrieval using this service is only updated after the ignition status changes.

#### 3. Horn & Blinker

- 3.1 **Service:** Provides the ability to remotely trigger a short horn or blink 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 regulations.

#### 4. Lock & Unlock

- 4.1 **Service:** Provides 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 regulations.

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 later be changed in the My Porsche portal. Porsche Sales & Marketplace Canada, Ltd. Is not responsible for any theft resulting from the use of this service.

#### 5. Carfinder

5.1 **Service:** Provides 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 signal interruption in underground parking), the last stored GPS position will be used. You can disable the transmission of any vehicle location 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. If there is no service interruption) the service will be available while driving and also when the vehicle is stationary.

#### 6. Pre-heater

- 6.1 Service: Provides 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 a scheduled pre-heating timer has been activated. 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 regulations relating to the use of remotely operated vehicle auxiliary heaters..

#### 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 a scheduled e-timer has been activated.
- 7.2 **Restrictions of use:** The display of PHEV specific information (e.g. electrical range) is only available for PHEV vehicles. The circle indicating the range in the map is schematic and shows approximate range only. Actual road distances are not reflected in the range map. Therefore, some locations displayed within the circle indicating the electric range may in fact be beyond actual electric range depending on actual road travel distances.

#### 8. Climate

- 8.1 Service: Provides 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 scheduled climate timer has been activated.
- 8.2 **Restrictions of use:** The display of PHEV specific information is only available for PHEV vehicles.
- 9. Car Alarm
- 9.1 Service: Sends a message or push notification to the mobile device that you have associated with the service when the vehicle's anti-theft alarm is triggered. The message contains information about the alarm triggered and a time stamp. This service does not send a notice to third parties will not be informed when the alarm is triggered. Third party notification is available using the "Car Security Package".

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 service interruption caused by underground parking), the message or push notification will be sent as soon as a connection is available.

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

#### 10. Location Alarm

- 10.1 Service: Provides the ability to remotely define a circular geographic area and be notified in case the vehicle leaves or enters this area. You can manage up to four areas simultaneously. In case of any triggering event (leaving or entering a defined 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: Provides the ability to remotely define a speed value and 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 triggering 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: Provides 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 Km, Speed 50 Km/h) 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 push notification when the ignition is turned on and wheel movement is identified. This service is only available via the My Porsche App.



Terms of Use For the Porsche Connect Service Car Security Package

These Terms of Use govern the use of the Porsche Connect "Car Security Package". These Terms of Use apply in addition to the Terms and Conditions for the My Porsche portal, the Porsche Connect Store and the Porsche Connect Services as well as Porsche Products (T&C). Insofar a provision of the T&C conflicts with these Terms of Use, these Terms of Use shall prevail.

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 Centre (24 hours) Telephone number +1-866-872-5354

National Service Provider: Vodafone Automotive, a division of Cable & Wireless Canada Inc. 53 Glenellen Drive East Etobicoke, Ontario M8Y 2G7 Canada

#### "Car Security Package"

Depending on geographic and technical availability, the 'Car Security Package' (hereinafter 'package') includes either the 'Porsche Vehicle Tracking System' (hereinafter PVTS) or the 'Porsche Vehicle Tracking System Plus' (hereinafter PVTS Plus). The current geographic availability can be found in the Porsche Connect Store at <u>https://connect-store.porsche.com/ca/en/</u>. 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.

Note: Full use of the functionalities of the Package may require additional steps, such as download and use of the My Porsche App or other applications not provided by Porsche Connect. Other applications not provided by Porsche Connect may be subject to other terms and conditions of use.

#### Term: 1 year.

Additional requirement of use for the service Package component PVTS Plus (where available): PVTS Plus requires additional Hardware (e.g. Driver Card). Further information regarding these requirements can be found in the user manual for the respective vehicle.

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: <u>https://connect-store.porsche.com/ca/en/</u>).

#### 1. Territory

Porsche Connect shall provide the Package to you the following geographic territory (hereafter referred to as **Territory**) in accordance with these Terms of Use: Canada, United States of America.

#### 2. Service scope, functionalities

- 2.1 The package relies on a mobile data network (e.g. GSM) / GPSbased system that can allow the SoC to locate the vehicle in the event of theft (see below for more details). In case a potential theft scenario is identified the PVTS or the PVTS Plus can report the position of the vehicle to the SOC.
- 2.2 The following activities may result in the PVTS or the PVTS Plus identifying a potential theft scenario:
  - Unauthorized vehicle movement: The vehicle is moving/is moved (including slope) with the ignition switched off and/or, in case of a Driver Card, the vehicle is moving/is moved without the Driver Card.
  - Manipulation: The PVTS or the PVTS Plus (including its hardware) is manipulated.
  - Alarm: The alarm system is triggered and active for 15 seconds or longer.

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

- 2.3 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.
- 2.4 If the SOC receives a theft notification the SOC will try to communicate with you using the contact information you have provided to Porsche Connect. 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.
- 2.5 Note: In case of the theft of the vehicle, you remain responsible for notifying the relevant authorities and, where applicable, insurers as soon as reasonably possible that the vehicle has been stolen. In case you obtain a reference number for the theft report from the relevant authorities, you should provide the theft report reference number to the SOC immediately along with the contact details (including address, phone number and the officer in charge of the theft investigation, if known). The SOC may be able to assist authorities in efforts to recover the vehicle. If requested, the SOC may forward the vehicle positioning data to the relevant

authorities and trigger further functions and/or activities in the vehicle (e.g. prohibit engine restart), where applicable. You also authorize us to provide vehicle data in order to assist the relevant authorities with any investigation.

- 2.6 Porsche Sales & Marketplace cannot be held responsible for any acts or omissions of the relevant authorities.
- 2.7 To prevent a false theft notification to the SOC in situations where action authorized by you may lead to the system otherwise identifying a theft scenario you are obliged to notify the SOC prior to any (i) transport of the vehicle (such as transport by ferry, trailer, train), (ii) maintenance at garage (such as inspection service, when the battery is disconnected), or (iii) in case of PVTS Plus if the vehicle is used without a valid Driver Card. You are obliged to 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 may 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 <u>https://connectstore.porsche.com/ca/en/</u>.
- 2.8 You are responsible for any false theft notification caused by your action or inaction or the action or inaction of any other person authorized by you and you agree to bear the costs incurred by the SOC as a result of such a false alarm. You agree that Porsche Sales & Marketplace is entitled to charge you (in addition to the Package Fees) with these costs.
- 2.9 You shall report to Porsche Sales & Marketplace directly any change in name, address, telephone number, e-mail address or any other items submitted to Porsche Sales & Marketplace as set forth in No. 1.3 of the T&C immediately upon such change coming into effect. Porsche Sales & Marketplace shall not be liable for any adverse consequence due to failure to file such report.

#### 3. Limitation of liability and System Limitations

- 3.1 For the avoidance of doubt, the provisions on limitation of liability according to No. 10 of the T&C shall apply.
- 3.2 With regard to the functionalities of the Package you remain responsible for ensuring that the hardware within the vehicle used for the Package is maintained in good operating condition.
- 3.3 The Package is provided by using a telematics unit installed in the vehicle that receives GPS satellite signals and communicates with the response centres 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 Territory 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 these Terms of Use depend upon the operation of the GPS, wireless and landline communication networks with which the unit operates, and these networks may not be not operational in all parts of the Territory. As a result, not all functionalities of the Package will be available everywhere and at all times and there can be no guarantee that all functionalities of the Package will be operational at any given time.
- 3.4 The Package does not provide any vehicle or other insurance. Please be informed that local law may require that maintain insurance coverage. It is your responsibility to obtain insurance

protection as is required and as you may otherwise 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 in connection with use or operation of the vehicle or use of the Package.



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

These Terms of Use govern the use of the Porsche Connect Service "Breakdown Call". These Terms of Use apply in addition to the Terms and Conditions for the My Porsche Portal, the Porsche Connect Store and the Porsche Connect Services as well as Porsche Products (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 has been triggered, the service establishes a voice and data connection to the Porsche Support Concierge (Call Centre) assigned to the vehicle and transmits your vehicle location and all relevant vehicle information to the Porsche Support Concierge. You can use this vehicle information to personally talk to employees at the Porsche Support Concierce.

The Service is available in certain countries and depends on network availability. You can find the current geographic availability of the Service when you log in to the Porsche Connect Store at <a href="https://connect-store.com/ca/en">https://connect-store.com/ca/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.

#### Inclusive 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 inclusively for a term of 10 years.

#### 1. Detailed Description of Service

- 1.1 You can trigger the Service either from the Porsche Communication Management of a Connect-able vehicle (hereinafter PCM) or via the My Porsche App. Once triggered, a voice and data connection from the vehicle will automatically be established to the Porsche Support Concierge in the country selected by you in My Porsche. The data forwarded from the vehicle to the Porsche Support Concierge may include information such as the vehicle model, production year and optional equipment, vehicle position, occurrence of an accident, number of people in the car, tank level, tire pressure and remaining fuel range (hereinafter Vehicle Data). The Porsche Support Concierge and/or a dialogue in the My Porsche App and/or in the vehicle infotainment system might ask you for your consent for calling up the vehicle identification number and/or other car data,
- 1.2 During the voice connection, the Porsche Support Concierge will ask you questions to further assess your breakdown situation. Depending on the particular breakdown situation, the Porsche Support Concierge can offer you various help options as follows:
  - Porsche Support Concierge employees can give advice on how to proceed (such as "Please add oil at the nearest gas station"); and/or
  - 2.) The Porsche Support Concierge can analyse the received car data in more detail and try to identify the problem. The findings gathered can be passed on to the respective Porche Centre, 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,

the Porsche Support Concierge can carry this out. The prerequisite for this is the fulfilment of various problemdependent preconditions such as: engine switched off, vehicle is stationary, engine immobiliser is active, windows are closed, no active charging process. If necessary, further car data required for this purpose are read out. In addition, it is possible that the breakdown and/or emergency call functionality will not exist or be limited during the problem solving via remote repair. Before starting to troubleshoot the problem via re-mote repair, the Porsche Support Concierge will inform you of any such preconditions and/or usage restrictions, which you must then confirm. This is only a troubleshooting attempt, so additional steps may be necessary; and/or

- 3.) Porsche Support Concierge can request external support, such as: breakdown assistance or towing the nonfunctional vehicle. Your call will not be forwarded to other service providers. If your vehicle needs to be repaired, the Porsche Support Concierge can forward the Vehicle Data to a Porsche Centre, subject to your prior consent.
- 1.3 Any services provided by the Porsche Support Concierge after the breakdown call require a separate contract, which could result in additional costs. You can find more information about the Porsche Support Concierge and in particular about the service components covered by contacting your Porsche Centre
- 1.4 If you have access to or use third-party products or services, the contractual terms applicable to these products or services apply. Porsche Sales & Marketplace Canada, Ltd. 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 the mobile phone contract, which you have concluded with a telecommunications provider as a third party, may result in additional costs.

#### 2. Restrictions of Use and System Limitations

The Service is provided via a telematics unit installed in the vehicle. 21 which receives GPS satellite signals and communicates with the Porsche Support Concierge 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 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 take out insurance; furthermore, it is your responsibility to procure further insurance protection, insofar as you consider it reasonable. 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 (see number 2.) of section 1.2 of these ToU), the Porsche Support Concierge will carry out a verification of the identity of the caller in advance.
- 3. 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.

#### 4. Right of withdrawal for consumers

If you are a consumer, you have a right of withdrawal for a period of fourteen (14) days after the conclusion of the contract. A consumer is an individual acting for purposes which are wholly or mainly outside that individual's trade, business, craft or profession. Information about the right of withdrawal, and instructions on how to exercise that right are set out below:

Instructions on withdrawal

#### Right of withdrawal

You have the right to withdraw from this contract within fourteen (14) days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace Canada, Ltd., 165 Yorkland Blvd., Unit 150, Toronto, ON, M2J 4R2, Canada, phone number: +1 800-767-7243, e-mail address: customersupport@porsche.com)—) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, a telephone call or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than fourteen (14) days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to withdrawal from this contract, in comparison with the full coverage of the contract.

#### Model withdrawal form

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

- Contact Porsche c/o Porsche Sales & Marketplace Canada, Ltd., 165 Yorkland Blvd., Unit 150, Toronto, ON, M2J 4R2, Canada, phone number: +1 800-767-7243, e-mail address: customersupport@porsche.com):
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
- Ordered on(\*)/received on (\*),
- Name of consumer(s),
- Address of the consumer(s),
- Signature of the consumer(s) (only if this form is notified on paper),

paper),

Date\_\_\_\_\_\_
(\*) Delete as appropriate



### PORSCHE SALES & MARKETPLACE CANADA, Ltd.

Terms of Use for the Porsche Connect "Porsche Charging Service" (hereinafter also referred to as **TU**)

Porsche Sales & Marketplace Canada, Ltd., 165 Yokland Blvd, Toronto, ON, M2J 4R2 (hereafter referred to as Porsche Sales & Marketplace, PSM or We), operates at www.porsche.com (1) the MyPorsche Portal and certain online marketplace functionalities (hereafter referred to as Marketplace) for the (i) sale or marketing of Porsche vehicles, parts, equipment and other vehicle related and non vehicle products and (ii) provision of vehicle related and non vehicle 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 MyPorsche 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/ca/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 Canada. 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 **Charging App or the Connect 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"

**Operating time:** 12 months (with automatic renewal)

#### 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 third parties (hereinafter referred to as charging stations) for normal charging with alternating current (AC) up to 7 kW (hereinafter referred to as AC charging), for fast charging with direct current (DC) for charging services up to 50 kW (hereinafter referred to as DC charging) and for high power fast charging with direct

current (DC) for charging services up to 350 kW (hereinafter referred to as **HPC charging**).

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).
- 1.5 Charging services are provided by Porsche Sales & Marketplace, Ltd.
- 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 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 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 connection time in minutes plus idling time (after a Grace Period of 10 minutes).

The basis for billing by time (per minute) is the connection time (charging cable connected to the charging station and vehicle) or the idle time (after the Grace Period). In other words, charges are incurred as long as the vehicle is connected to the charging station or parked in a charging space longer than 10 minutes after charging ends.

For Electrify Canada Inclusive Charging only:

For DC charging session the first 30 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 the end of a charging session and the start of the next session, the sessions will be deemed, and charged as, a single charging session.

- 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 Canada, 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 each month, you will receive an aggregated bill for the charges that PSM has 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 a billing statement may also include charging processes not yet billed from before the current billing period. 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. Termination right

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



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

Porsche Sales and Marketplace Canada, Ltd. (hereafter referred to as **Porsche Sales & Marketplace, PSM** or **We**), operates at www.porsche.ca (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-store2.porsche.com/ca/en/t/termsandconditions

In the Porsche Connect Store, the user may also book "Porsche Connect" (hereafter **Service Package**). These ToU Porsche Connect govern the use of Porsche Connect and apply to the order, use and/or renewal of Porsche Connect. These ToU Porsche Connect apply in addition to the T&C. Insofar as a provision of the T&C conflicts with these ToU Porsche Connect, the ToU Porsche Connect prevail.

#### "Porsche Connect"

Porsche Connect is exclusively available for the following vehicle models:

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

#### Note on Taycan:

The services offered vary depending on the model year and software update. For 2020 model year vehicles, the "Lock & Unlock" service and the "Horn & Indicator" services are not available. For 2020 model year vehicles, a software update in the workshop is required to use the Apple Podcasts® service (feature of Media Streaming service). Model year 2022 vehicles require a software update by the Porsche Centre to enable use of the Spotify service (media streaming service function). Contact your Porsche Centre for further information.

Porsche Connect includes – depending on the geographic availability – the services described once logged in to the Porsche Connect Store at

## https://connect-store.porsche.com/ca/en.

#### Term: from 1 month

Inclusive period: When buying a new Connect-able vehicle, Porsche Connect is included for 36 months.

Further requirements for the use of Porsche Connect: The Porsche Communication Management system (hereafter referred to as PCM) of a Connect-able vehicle must have connectivity. If the connectivity is provided via the embedded SIM card of the PCM, the use of such connectivity for this Service Package is included in the price. If the connectivity is not provided via the embedded SIM card of the PCM (e.g. because connectivity via the embedded SIM card of the PCM (e.g. because connectivity may be established using a mobile phone with an appropriate mobile data plan. This requires a separate contract with a mobile service provider. Depending on thecontract with the mobile phone provider, this may result in additional costs, including roaming costs when the service is used abroad. If you connect the PCM via your mobile phone, please ensure that this is permitted according to your mobile 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) via a system-defined online search engine in a predefined database. 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 My Porsche and in the My Porsche App.

#### 2. Voice Pilot

- 2.1 Description: With "Voice Pilot", various functions of the PCM and other services can be operated 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, Voice Pilot may not be able to generate accurate results.

#### 3. Navigation Plus

**Description:** With "Navigation Plus", the route calculation of the PCM in the vehicle is supplemented by online services. The PCM's navigation system uses current GPS and traffic data to optimise the route to the entered destination to the minute. In the map view, the roads are marked in colour 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 buffering the loaded map data of the current vehicle environment, the satellite view will be maintained even if the connection is interrupted temporarily. The PCM navigation system can display street views of a selected destination, if available.

#### 4. Radio Plus

- 4.1 Description: With "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 interrupted, 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 listening to.
- 4.2 Restrictions of use: The online and hybrid radio functionalities are available in selected countries only. The data connection for this service requires (a) a data package (available separately from the cooperation part-ner in selected countries) or (b) a connection via the mobile phone connected to the PCM (tethering), with a correspond-ing mobile data plan. Additional charges may apply.
- 5. News

- 5.1 Description: The latest news can be called up by subscribing to RSS feeds directly in the PCM. With the Voice Pilot you can have the articles read to you. Via keyword search, the subscribed channels may be browsed for information on preferred topics or keywords.
- 5.2 **Requirements:** For a personalized use, the customer can subscribe to feeds under his or her Porsche ID. In this case, these feeds, are available in the vehicle only.

#### 6. Weather

6.1 Description: The service "Weather" displays the current weather situation and the forecast for the following hours and days for the current location, the planned destination, as well as any stored favourites. The forecast comprises, for example, the temperature, number of hours of sunshine, probability of rain, and wind speed.. Reading aloud via Voice Pilot is possible.

#### 7. Car Control

Services: You have the option to check the status of your vehicle remotely on the smartphone. The service comprises the display of the outer casing status (e.g. status of the doors), the display of service intervals, and 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 various drives (short, recurring, long).
- 8.2 **Restrictions of use:** Accessible information is updated only after the ignition status has changed.
- 9. 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 is completed.
- 9.2 Restrictions of use: This service is only available if the vehicle is stationary and the ignition and the hazard lights are switched off. Further restrictions may apply according to country-specific regulations.

## 10. 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 trunk of your vehicle. You receive a confirmation message or a push notification after the process is completed.
- 10.2 **Restrictions of use:** This service is only available 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.

**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 unauthorised use, a four-digit security code must be entered to use the unlock function. You will determine 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. Carfinder

- 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 no current position of the vehicle is 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:** This service is exclusively available when data transfer is available and functioning.
- 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 optimising 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.
- 12.2 **Use restrictions:** 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. 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. Pre-heater

- 14.1 Services: You can remotely check the status of the pre-heater, activate it and use a timer function. You receive a confirmation message or a push notification on your mobile device once an activated timer for the pre-heater has expired.
- 14.2 **Use restrictions:** The service is only available for vehicles with combustion engine equipped with a pre-heater. The service is only available when the vehicle is stationary, but the ignition may be switched on. For further information on using the pre-heater, please refer to the owner's manual for the vehicle. Further restrictions may apply as a result of country-specific regulations.

#### 15. Car Alarm

- 15.1 Services: You receive a message or a push notification when the antitheft alarm of your vehicle is triggered. The message provides information on the triggered alarm and a timestamp. Contrary to the "Car Security Package", no third parties are informed about the triggered alarm.
- 15.2 **Restrictions of use:** This service can only send a message or a push notification 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, no message is sent in case of an alarm.

#### 16. Location Alarm

- 16.1 Services: You can set a geographic border remotely in the form of a circle. You 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 (the vehicle leaves or enters an area), you 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 only send a message if the ignition is switched on and wheel movement is detected.

#### 17. Speed Alarm

17.1 Services: You can remotely set a speed value. You 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 (the vehicle exceeds a speed value), you receive a message

or a push notification including a map displaying the location where the event took place.

17.2 Restrictions of use: This service will only send a message if the ignition is switched on and wheel movement is detected.

#### 18. Valet Alarm

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

#### 19. Calendar

- 19.1 Description: The Calendar allows third-party calendars available online to be directly linked to the PCM. Additionally, calendars approved for the My Porsche App on the smartphone may be connected to the PCM via the My Porsche App. Thisservice offers a daily view of your calendar. . Appointments can be read to you by the Voice Pilot. Furthermore, addresses contained in calendar entries can be identified and used directly as a navigation destination. Direct dialin to conference calls is also possible, whereas the dial-in can only take place via your mobile phone connected to the PCM via Bluetooth.
- 19.2 Restrictions of use: The direct dial-in to conference calls (i.e. dial-in without entering a PIN or other conference ID) is only possible for supported meeting invitation formats and via Bluetooth with the PCMconnected mobile phone.
- Requirements The My Porsche App must be downloaded on the PSM 19.3 Customer's smartphone to be connected with the vehicle. The service can only access the smartphone calendar if access to the calendar is authorised explicitly for the My Porsche App in the settings of the operating system.

#### 20. Charging Planner

- Description: The service "Charging Planner" improves the travel 20.1 route of the PCM navigation system 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 to achieve the shortest total travel time possible (driving time and charging stops). Required charging stops are automatically included in the travel route.
- 20.2 Restrictions of use: This service does not always receive precise information and therefore the availability of the charging stations can be inaccurate.

#### Media Streaming 21.

- Description: The music streaming (Apple Music®) and podcasts 21.1 (Apple Podcasts®) and Spotify services offer direct and personalized access to the customer's linked media library and features of the respective third-party music streaming provider and podcast provider, provided they are supported in the vehicle. After the initial setup, the PSM customer no longer needs their smartphone and can use the service with their Porsche ID in all supported vehicles. The services can also be used in guest mode if third-party provider accounts are linked. Exclusive features such as direct storage of radio titles in the customer-specific media library or navigation via Voice Pilot are available with selected providers.
- 21.2 Restrictions of use: These services may only be used 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.
- Requirements: In order to use the contents of the service Music 21.3 Streaming, the PSM Customer must have an account as well as an active subscription of the Service Package. Additionally, an active subscription of the respective third-party provider is necessary. The data required for using the service is included in the Service Package. In order to be able to use the service in a personalized manner, the

PSM Customer must link his/her third-party account to the Porsche account once

#### 22. Good to know - Driver's Manual Plus

- 22.1 Description: The "Good to know - Driver's Manual Plus" service includes display of the contents of the Driver's Manual in the form of additional animations and can also be called up via the Voice Pilot.
- 22.2 Use restrictions: Use of the service requires an existing data connection in the vehicle.

#### 23. In-Car Video

- 23.1 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.
- 23.2 Usage restriction: While driving, videos can only be viewed on the front passenger display (depending on equipment). In-car video can only be used in countries where the services are offered by the thirdparty provider. Before in-car Video can be used, a data connection must be established via an external Wi-Fi hotspot (tethering). 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.

#### Right to cancel for consumers

In the following, the PSM Customer is instructed on its right of cancel:

#### Instructions for cancellation

#### Right to cancel

You have the right to cancel from this contract within 14 days without giving anv reason.

The cancellation period will expire after 14 days from the day on which Porsche Connect is made available to you for use (activation day).

To exercise the right to cancel, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace Canada, Ltd., 165 Yorkland Blvd., Unit 150, Toronto, ON, M2J 4R2, Canada, phone number: +1 800-767-7243, e-mail address: customersupport@porsche.com) of your decision to cancel this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model cancellation form, but it is not obligatory.

To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

#### Effects of cancellation

If you cancel this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to cancel this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your decision to cancel this contract, in comparison with the full coverage of the contract.

#### Model cancellation form

(Complete and return this form only if you wish to cancel the contract)

- To Contact Porsche c/o Porsche Sales & Marketplace Canada, Ltd., 165 Yorkland Blvd., Unit 150, Toronto, ON, M2J 4R2, Canada, e-mail address: customersupport@porsche.com
- I/We (\*) hereby give notice that I/We (\*) cancel my/our (\*) contract of \_ sale of the following goods (\*)/for the provision of the following service (\*).
- Ordered on (\*)/received on (\*), \_
- \_ Name of the consumer(s),
- Address of the consumer(s),

- Signature of the consumer(s) (only if this form is notified on paper), Date  $\label{eq:constraint}$
- \_

(\*) Delete as appropriate



#### PORSCHE SALES & MARKETPLACE CANADA, Ltd

### Terms of Use

for the Porsche Connect Services Porsche Intelligent Range Manager, Power Steering Plus, Porsche InnoDrive, Active Lane Keeping, Porsche Dynamic Light System Plus and Smartphone Integration (hereafter each referred to as **FoD Single Service**) (hereafter referred to as **ToU FoD Single Services**)

Porsche Sales & Marketplace Canada, Ltd., 165 Yorkland Boulevard, Unit 150, Toronto, ON M2J 4R2, Canada (hereafter referred to as **PSMC** 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 of Porsche vehicles, parts, equipment and other vehicle related and non-vehicle products and (ii) provision of vehicle related and non-vehicle services. On the Marketplace, PSMC also operates the Porsche Connect Store. For the use of the Marketplace including the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (incl. the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter referred to as T&C) apply. The current version of the T&C can be accessed, downloaded and printed at any time at https://connectstore.porsche.com/ca/en/t/termsandconditions.

The user can also book the FoD individual services (1.) "Porsche Intelligent Range Manager" (2.) "Power Steering Plus", (3.) "Porsche InnoDrive", (4.) "Active Lane Keeping" and (5.) Porsche Dynamic Light System Plus in the Porsche Connect Store. These ToU FoD Single Services shall govern the use of these FoD Single Services and shall apply to the order, use and/or renewal of the respective FoD Single Service. Each FoD Single Service shall represent an independent service and may be ordered separately. These ToU FoD Single Services shall apply in addition to the T&C. Insofar as a provision of the T&C conflicts with these ToU FoD Single Services, the ToU FoD Single Services shall 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;
- PSMC Customer: defined in section 3.1.2 of the T&C.

The respective FoD Single Services are available in specific countries only. The current geographic availability of the respective FoD Single Services can be found in the Porsche Connect Store at <a href="https://connect-store.porsche.com/ca/en">https://connect-store.porsche.com/ca/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 vehicle setup.
- 1.2 **Requirements:** An active contract for the FoD Single Service "Porsche Intelligent Range Manager" either (i) not limited in

time or (ii) as a monthly subscription (available only for vehicles model year 2021 and onwards). To ensure full use of this service (i.e. to get the latest information on the traffic situation and charging stations), "Porsche Connect" must be booked and activated as well.

- 1.3 **Period of use:** The FoD Single Service "Porsche Intelligent Range Manager" may be booked as a FoD Single Service either (i) not limited in time and therefore available to the PSMC Customer for the entire period of use of the vehicle or (ii) as a monthly subscription (available only for vehicles model year 2021 and onwards), which prolongs automatically on a monthly basis, until terminated by the Primary User with 2 weeks' notice to the end of any calendar month.
- 1.4 Activation: After booking the FoD Single Service "Porsche Intelligent Range Manager" in the Porsche Connect Store, the function must be activated in the vehicle; for this purpose, the vehicle must be connected to the mobile network using the integrated eSIM 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. Power Steering Plus

- 2.1 Description: The FoD Single Service "Power Steering Plus" dynamically adjusts the steering to your speed: At high speeds, the steering responds directly and with greater precision. At low speeds, it enables particularly smooth maneuvering and parking.
- 2.2 **Requirements:** An active contract for the FoD Single Service "Power Steering Plus" not limited in time.
- 2.3 **Period of use:** The FoD Single Service "Power Steering Plus" may be booked as a FoD Single Service not limited in time and therefore available to the PSMC Customer for the entire period of use of the vehicle.
- 2.4 Activation: After booking the FoD Single Service "Power Steering Plus" in the Porsche Connect Store, the function must be activated in the vehicle; for this purpose, the vehicle must be connected to the mobile network using the integrated eSIM 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.
- 2.5 **Prices/payment terms:** The prices and payment terms are described in the Porsche Connect Store.

### 3. Porsche InnoDrive

- 3.1 **Description:** The FoD Single Service "Porsche InnoDrive" extends the Adaptive Cruise Control (ACC). It offers enhanced regulation of driving speed based on several data, e.g. navigation data, radar and video sensor technology.
- 3.2 Requirements: An active contract for the FoD Single Service "Porsche InnoDrive" either (i) not limited in time or (ii) as a monthly subscription (available only for vehicles model year

2021 and onwards). In addition, the respective vehicle must be equipped with Adaptive Cruise Control (ACC).

- 3.3 Period of use: The FoD Single Service "Porsche InnoDrive" may be booked as a FoD Single Service either (i) not limited in time and therefore available to the PSMC Customer for the entire period of use of the vehicle or (ii) as a monthly subscription (available only for vehicles model year 2021 and later), which prolongs automatically on a monthly basis, until terminated by the Primary User with 2 weeks' notice to the end of any calendar month.
- 3.4 Activation: After booking the FoD Single Service "Porsche InnoDrive" in the Porsche Connect Store, the function must be activated in the vehicle; for this purpose, the vehicle must be connected to the mobile network using the integrated eSIM 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 use your vehicle the next time.
- 3.5 **Prices/payment terms:** The prices and payment terms are described in the Porsche Connect Store.

### 4. Active Lane Keeping

- 4.1 **Description:** The FoD Single Service "Active Lane Keeping" extends the Adaptive Cruise Control (ACC). The lane-keeping functionality helps to keep the vehicle in the middle of the lane by continuous steering adjustments.
- 4.2 Requirements: An active contract for the FoD Single Service "Active Lane Keeping" either (i) not limited in time or (ii) as a monthly subscription (available only for vehicles model year 2021 and onwards). In addition, the respective vehicle must be equipped with Adaptive Cruise Control (ACC).
- 4.3 Period of use: The FoD Single Service "Active Lane Keeping" may be booked as a FoD Single Service either (i) not limited in time and therefore available to the PSMC Customer for the entire period of use of the vehicle or (ii) as a monthly subscription (available only for vehicles model year 2021 and onwards), which prolongs automatically on a monthly basis, until terminated by the Primary User with 2 weeks' notice to the end of any calendar month.
- 4.4 **Activation:** After booking the FoD Single Service "Active Lane Keeping" in the Porsche Connect Store, the function must be activated in the vehicle; for this purpose, the vehicle must be connected to the mobile network using the integrated eSIM 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.
- 4.5 **Prices/payment terms:** The prices and payment terms are described in the Porsche Connect Store.

### 5. Porsche Dynamic Light System Plus

- 5.1 **Description:** The FoD individual service "Porsche Dynamic Light System Plus" adjusts the light range to different situations, for example city / country / motorway lighting.
- 5.2 Requirements: An active contract for the FoD individual service "Porsche Dynamic Light System Plus", which can be concluded either (i) for an unlimited period or (ii) as a monthly subscription (only available for vehicles from model year 2021).
- 5.3 **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 (only available for vehicles from model year 2021), which is automatically renewed on a monthly basis until it is cancelled by the owner with a notice period of 2 weeks to the end of a calendar month.

- 5.4 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.
- 5.5 **Prices/payment terms:** The prices and terms of payment are described in the Porsche Connect Store.



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

Porsche Sales and Marketplace Canada, Ltd. (hereafter referred to as **Porsche Sales & Marketplace, PSM** or **We**), operates at www.porsche.ca (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 <a href="https://connect-store2.porsche.com/ca/en/t/termsandconditions">https://connect-store2.porsche.com/ca/en/t/termsandconditions</a>

In the Porsche Connect Store, the user may book "Porsche Connect Care". These ToU Porsche Connect Care govern the use of Porsche Connect Care and apply to the order, use and/or renewal of Porsche Connect Care. These ToU Porsche Connect Care apply in addition to the T&C. Insofar as a provision of the T&C conflicts with these ToU Porsche Connect Care, the ToU Porsche Connect Care prevail.

#### "Porsche Connect Care"

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

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

Taycan vehicles of the model year 2020, however, require a software update from an authorised Porsche Centre, Service Centre or technician to book the Service Package "Porsche Connect Care" (however, individual services of the Service Package may not be available despite this software update). For further information on the software update, please contact your Porsche Centre.

The Service Package is only available in certain countries and depends on the network availability. You can find the current geographical availability of the Service Package when you log in to the Porsche Connect Store at

<u>https://connect-store.porsche.com/ca/en.</u> You will also find the respective geographical availability of the various functions of the Service Package in the following provisions of these ToU Porsche Connect Care.

#### Inclusive Term\*: 10 years

Service Package: The Service Package can be booked for new Connect-able vehicles, including new Connect-able vehicles that have already been purchased.

**Connectivity:** The connectivity that is required to provide the Service Package is established by an embedded SIM card. The connectivity is an integral part of the Service Package.

\*Once the inclusive term ends, updated pricing and details may be found on your relevant model Porsche Connect Shop webpage, located here: https://connect-store.porsche.com/ca/en?vs=1 Porsche Connect Care includes various functions (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 Concierge (Call Centre) assigned to the vehicle and transmits your vehicle location and all relevant vehicle in-formation to the Porsche Support CConcierge. You can use this vehicle information to personally talk to employees at the Porsche Support Concierge.

#### 1.1 Detailed description of the Breakdown Call Service

- You can trigger the Service either via the Porsche Communica-111 tion Management of a Connect-able vehicle (hereinafter referred to as **PCM**) or via the My Porsche App. The Service can therefore be triggered by every Primary and Secondary User, as well as by anyone who has access to the vehicle interior. After the service has been triggered, a voice and data connection is automatically established from the vehicle to the assigned Porsche Support Concierge. The data sent by the vehicle to the Porsche Support Concierge can include information such as the vehicle identification number (VIN), vehicle model, year of production and optional equipment, vehicle location, occurrence of an accident, fuel level, tire pressure, remaining range with the available fuel, vehicle status and error messages (hereinafter referred to as Vehicle Data). The Porsche Support Concierge and/or a dialogue in the My Porsche App and/or in the vehicle infotainment system might ask you for your consent for calling up the vehicle identification number and/or other car data.
- 1.1.2 During the voice connection, the Porsche Support Concierge employee will ask you questions to further assess your breakdown situation. Depending on the particular breakdown situation, the Porsche Support Concierge can offer you various help options as follows:
  - Porsche Support Concierge employees can give advice on how to proceed (such as "Please add oil at the nearest gas station"); and/or
  - The Porsche Support Concierge can analyze the received 2.) car data in more detail and try to identify the problem. The findings gathered can be passed on to the respective Porsche Centre, 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, the Porsche Support Concierge 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, no active charging process. If necessary, further car data required for this purpose are transmitted. In addition, it is possible that the breakdown and/or emergency call functionality will not exist or be limited during the problem solving via remote repair. Before starting to troubleshoot the problem via re-mote repair, the Porsche Support Conci-

erge will inform you of any such preconditions and/or usage restrictions, which you must then confirm. This is only a troubleshooting at-tempt, so additional steps may be necessary; and/or

- 3.) Porsche Support Concierge employees can request external support, such as: breakdown assistance or towing the non-functional vehicle. Your call will not be forwarded to other service providers. If your vehicle needs to be repaired, the Porsche Support Concierge can forward the Vehicle Data to a Porsche Centre, subject to your prior consent.
- 1.1.3 Any services provided by the Porsche Support Concierge 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 use of these products or services.
- 1.1.5 Please note that the triggering of the Service on your mobile device via the My Porsche App may, depending on the terms of the mobile phone contract, which you have concluded with a telecommunications provider as a third party, result in additional costs.

#### 1.2 Restrictions on use and system restrictions

- 1.2.1 The Service is provided via a telematics unit installed in the vehicle, which receives GPS satellite signals and communicates with the Porsche Support Concierge 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 Porsche Connect Care 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 everywhere, and it cannot be guaranteed that all functions of the Service can be used anytime and anywhere.
- 1.2.2 The Service does not include vehicle insurance or any other insurance. Please note that you may be legally required to take out insurance; furthermore, it is your responsibility to procure further insurance protection, insofar as you consider it reasonable. 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 (see number 2.) of section 1.1.2 of these ToU Porsche Connect Care), the Porsche Support Concierge employee will carry out a verification of the identity of the caller in advance.

#### 1.3 Service area

Porsche Sales & Marketplace provides you with the Service in accordance with these ToU Porsche Connect Care in Canada and USA. Outside of the service area data connectivity is unavailable.

### 2. Smart Service

The Service "Smart 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. It is a prediction, especially in terms of the chassis, drivetrain 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 optimising

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. The corresponding vehicle data is automatically transmitted to Porsche's systems and your Porsche Centre can retrieve this data if required. Your Porsche Centre can contact you proactively based on this Vehicle Data via the channel you have selected.

#### 2.1 Restrictions on use and system restrictions

The functionality of the Service exists only in relation to original Porsche vehicle components.

#### 2.2 Service area

Porsche Sales & Marketplace provides you with the Service in accordance with these ToU Porsche Connect Care in Canada and USA. Outside of the service area data connectivity is unavailable.

#### 3. Good to know - Driver's Manual

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

#### 3.1 Detailed description of the service

- 3.1.1. The service provides you with Driver'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 Driver's Manual can be downloaded and updated.
- 3.1.3. The service also provides proactive references to the Driver'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 Driver's Manual. This means that pages bookmarked and selected as favourites in the vehicle, as well as those most recently visited, are also displayed on the digital output channels of Porsche AG, depending on country (assuming online availability of the vehicle, as well as login to the output channels).
- 3.1.5 In addition, "Good to know Driver's Manual" can also be called up via the Voice Pilot.

#### 3.2 Restrictions on use and system restrictions

The Driver'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 Driver's Manual content in the form of additional animations is part of the Good to know – Driver's Manual Plus service, which is part of the Porsche Connect service package that can be booked separately.

#### 3.3 Service Area

Porsche Sales & Marketplace provides you this service in accordance with these terms of use in Canada (hereinafter referred to as the Service Area).

#### 4. Online Software Update

The Online Software Update is installed in your vehicle using over-the-air technology, without a Porsche Centre 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 of service

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 parking brake, 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.

#### 4.2. Restrictions on 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, 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.

#### 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.

#### Use of data 6.

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

Porsche Sales & Marketplace may use such data - potentially in an anonymized form - 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 use of certain data for the purpose of managing and improving guality, 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 & Marketplace or other Porsche entities in this context and - to the extent such data is anonymised - to other third parties.

The use of such data will be in compliance with applicable data protection law. 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 https://connect-store2.porsche.com/ca/en/t/privacy

#### 7. **Right of Withdrawal for Consumers**

If the Customer is a consumer, they have the right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside of their trade, business or profession. Hereafter, the term "contract" means the purchase of the Service Package "Porsche Connect Care". In the following, the Customer is instructed on their right of withdrawal:

#### Instructions on withdrawal

#### Right of withdrawal

You have the right to withdraw from this contract within fourteen (14) days without giving any reason.

The withdrawal period will expire after fourteen (14) days from the day on which the Service Package is made available to you for use (activation day). To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace Canada. Ltd., 165 Yorkland Blvd., Unit 150, Toronto, ON, M2J 4R2, Canada, phone number: +1 800-767-7243, e-mail address: customersupport@porsche.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any

fees as a result of such reimbursement. If you requested to begin the performance of the services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

#### Model withdrawal form

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

- To Contact Porsche c/o Porsche Sales & Marketplace Canada, Ltd., 165 Yorkland Blvd., Unit 150, Toronto, ON, M2J 4R2, Canada, e-mail address: customersupport@porsche.com I/We (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*) \_
- Ordered on(\*)/received on (\*)
- \_ Name of the consumer(s)
  - Address of the consumer(s)
- Signature of the consumer(s) (only if this form is notified on paper) \_ Date

(\*) Delete as appropriate



Terms of Use

for the Porsche Connect "Porsche Charging Service" - Macan Electric (starting MY24) and Taycan (J1.I for MY20-24, and J1.II starting MY25)

Porsche Sales and Marketplace Canada, Ltd. (hereafter referred to as **Porsche Sales & Marketplace, PSM** or **We**), operates at www.porsche.ca (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-store2.porsche.com/ca/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 Canada. 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 in the app store of the respective provider of the mobile devices or the operating system, and 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), billed monthly.

**Inclusive Charging Term:** Eligible Porsche vehicles come with an inclusive charging term, dependant on vehicle model and model year, as set out in the chart below:

Vehicle Model	Model Year	Inclusive Term
Taycan	2020-2024	36 months
Taycan	2025+	24 months
Macan Electric	2024+	24 months

To be eligible for the Inclusive Charging Term, provided through Porsche Charging Service, the charging service must be activated within three (3) years of the vehicle's first New Car Limited Warranty start date.. Inclusive charging is provided through Electrify Canada charging sites nationally, and the inclusive charging opportunity is defined as unlimited 30-minute sessions, with a minimum 60-minute interval required between charging sessions, for the term defined based on Porsche model and model year.

**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 e-roaming 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 Porsche Battery Electric Vehicle (BEV) models.

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 federal, provincial 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. Taxes may be collected where applicable.

## For Electrify Canada inclusive charging only (during the inclusive period):

For DC charging sessions the first 30 minutes are inclusive with the term defined based on Porsche model and model year. Electrify Canada does not offer AC charging.

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 Canada, prices may include, but are not limited to, a price per kilowatthour of energy delivered by the Charger; a price per-minute of charging; and a price per minute that your vehicle is connected in an idle, non-charging state. For chargers where stated prices can vary depending on the maximum charging rate for a session, you agree that the maximum charging rate is based on the maximum requested by your vehicle. You acknowledge that the actual charging rate may vary during a session and that the highest rate achieved during a session may be lower than that maximum, due to factors such as vehicle capacity at start of charging, temperature, battery age, vehicle efficacy, vehicle usage, and power output of the charging station. 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 have been 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, there may be a delay in recording some charging processes. This means that a billing statement may include charging processes from a previous 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 Inclusive Charging Term

- 5.1 Base Charging Plan: At the end of the inclusive charging term (the length of which is dependant on Porsche vehicle model and model year), the vehicle owner will continue to have access to the Porsche Charging Service unless or until they cancel 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 will incur annual fees.
- 5.2 Pricing for Base Charging Plan: The Basic Charging Plan provides access only to one selected charging station operator (Electrify Canada). The pricing set forth in Section 4 shall not apply. Instead, the charge for Per Minute and/or Per kWh are at Electrify Canada's "Guest and Pass Member rates" which are displayed on the charger at the time of service. There is no inclusive charging period of time included in this plan. Some charging stations may charge an additional parking idle 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 Canada) and selected e-roaming partners. The charge for Per Minute and/or Per kWh are at Electrify Canada'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 inclusive 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.

Your Premium Charging Plan is subject to automatic renewal. If you wish to cancel your plan, please cancel your selected plan at least one day prior to the scheduled renewal date within the My Porsche profile.

#### 6. Termination right

If you cancel the Services within the Subscription term you are not eligible for a refund and will be billed the total amount, if applicable.

In the event that the vehicle ownership changes during your subscription term, you are responsible to ensure that the vehicle is removed from your My Porsche profile.

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



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

Porsche Sales & Marketplace Canada, Ltd., 165 Yorkland Blvd., Unit 150, Toronto, ON, M2J 4R2, Canada, (hereafter referred to as Porsche Sales & Marketplace Canada, PSM or We) operates at www.porsche.ca (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://connectstore.porsche.com/ca/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 Canada can be found in the Porsche Connect Store at <u>https://connect-store.porsche.com/ca/en/</u>.

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.

Your vehicle remains Porsche Connect-enabled for 10 years, which means that the Porsche Connect services can be used in your vehicle. The required connectivity for the use of third party apps will be provided to you free of charge (by our contractual partner) for 4 years from the new vehicle purchase handover. More details can be found at <a href="https://connect-store.porsche.com/ca/en">https://connect-store.porsche.com/ca/en</a>. 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 Centre", "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 Centre" 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:

#### 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", 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 colour 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 remotecontrolled 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 centre 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 centre 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 centre or to initiate further measures. If a problem can be solved via remote repair, the Porsche Support centre may be able to carry this out. The Porsche support centre can request external support, e.g. breakdown assistance or towing of the nonfunctional vehicle.

- 18.2 Note: Any services provided by the Porsche Support centre 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 centre 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 endeavour (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 Centre 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 Centre

20.1 **Description:** The App Centre 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 Centre has been adapted for automotive use and is therefore limited compared to an app centre 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.