

Porsche Middle East and Africa FZE

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

1. Scope and Definitions

- 1.1 The My Porsche Portal and Marketplace operates under www.porsche.com by Porsche Middle East and Africa FZE, a company formed pursuant to Law No. (16) Of 2005 with Limited Liability and registered before the Dubai Integrated Economic Zones Authority in Dubai Silicon Oasis under Service License No.25 and domiciled at Plot-29-911, Dubai Silicon Oasis, Dubai, United Arab Emirates P.O. Box 341356, landline +971 4 356 9911 (hereinafter Porsche Middle East and Africa FZE, PME or We)
- 1.2 These ToU Porsche Connect govern the use of (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 vehicle-independent products and (ii) provision of vehicle-related and vehicle-independent services.
 - On the Marketplace, PME also operates the Porsche Connect Store. 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.
- 1.3 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://connect-store2.porsche.com/za/en/t/termsandconditions
- 1.4 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 to the extent permitted by applicable laws.
- 1.5 Any terms defined in the T&C shall have the same meaning in these ToU Porsche Connect. 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;
- PME Customer: defined in section 3.1.2 of the T&C; and
- You means a Customer or PME Customer, as the context requires, and Yours shall have a similar meaning.

1.6 "Porsche Connect"

Porsche Connect is exclusively available for the following vehicle models:

- Taycan (from model year 2025)
- Cayenne (from model year 2025)
- 911 (from model year 2025)
- Panamera (from model year 2025)
- 1.7 Porsche Connect includes depending on the geographic availability – the services described in the following. The current geographic availability can be found in the Porsche

Connect Store at https://connect-store2.porsche.com/za/en/

- 1.8 **Term**: from 1 month
- 1.9 Free-of-charge inclusive period: When buying a new Connect-able vehicle, Porsche Connect may be booked freeof-charge for 10 years.
- 1.10 Further requirements for the use of all services included in the Service Package: The connectivity that is required to provide the Service Package is established by an embedded eSIM card. The connectivity will be provided by an external provider and is designed for the use of the Porsche Connect products. The connectivity is not charged separately. The Porsche Communication Management of a Connect-able vehicle (hereafter referred to as PCM) must have connectivity. If the connectivity is provided via the embedded eSIM card of the PCM, the use of such connectivity for this Service Package is included in the price of the Service Package. If the connectivity is not provided via the embedded eSIM card of the PCM (e.g. because connectivity via the embedded eSIM card of the PCM is not available in all countries), 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 the contract concluded 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:

2. Finder

Description: With the service "Finder" You can search for points of interest (e.g. charging stations, petrol stations, restaurants, hotels, and parking spaces) via a system-defined online search engine in a pre-defined 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.

3. Navigation Plus

Description: With the service "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 caching the loaded map data of the current vehicle environment, the satellite view will be maintained even if the connectivity is interrupted temporarily.

4. Radio Plus

- 4.1 **Description:** With the service "Radio Plus", You can access the online channels of radio stations. When Radio Plus is activated and the reception of the radio sources FM or Digital Audio Broadcasting (DAB) is temporarily impaired, the PCM automatically switches to the corresponding online channel of that station (if available). The service also displays metadata available via the PCM about the songs and stations You are playing.
- 4.2 Restrictions of use: The online radio functionalities are available in selected countries only. The data connection for this service requires a connection via the mobile phone connected to the PCM (tethering), with a corresponding mobile data tariff.

5. News

- 5.1 Description: The service allows to call up the latest news by subscribing to RSS feeds directly in the PCM. YouVia 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 position, the activated destination as well as any stored favourites. The forecast comprises for example temperature, number of hours of sunshine, probability of rain, wind speed and air quality.
- 6.2 Restrictions of use: The air quality is displayed in China only.

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 or the mileage.

8. Trip Control

- 8.1 Services: You have the option to check the trip data of Your vehicle remotely. This includes: driving time, route, average speed and average consumption for all types of journey (short, recurring, long).
- 8.2 **Restrictions of use:** Accessible information is updated only after the ignition status has changed.

9. Horn & Indicator

- 9.1 Services: You have the option to briefly activate the horn or the indicators of Your vehicle remotely. You receive a confirmation message or a push notification after the process.
- 9.2 Restrictions of use: This service is 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

- 10.1 Services: You have the option to remotely lock and unlock the doors and the trunk of Your vehicle. You receive a confirmation message or a push notification after the process.
- 10.2 Restrictions of use: This service is 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 countryspecific 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 end 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 works failure-free. Other than that, the service is fully available during the journey and when the vehicle is stationary.

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

- 12.1 **Services:** You can remotely check the status of Your vehicle and start or stop the charging process. 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 preheater, 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 anti-theft alarm of Your vehicle is triggered. The message provides information on the triggered alarm and a timestamp. 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 a 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 a 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 pre-settings 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 a wheel movement is detected. The service is only available via the My Porsche App.

19. Calendar

- 19.1 **Description:** The service Calendar allows third-party calendars available online to be directly linked to the PCM. Additionally, calendars approved for the My Porsche App on the smartphone may be connected to the PCM via the My Porsche App. The service offers a day view. Furthermore, addresses contained in calendar entries can be identified and used directly as navigation destination. Direct dial-in 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 PCM-connected mobile phone.
- 19.3 **Requirements:** The My Porsche App must be downloaded on the PSM 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 (Only available in: Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Great Britain, Ireland, Italy, Latvia, Montenegro, Netherlands, Norway, Poland, Romania, Serbia, Slovakia, Spain, Sweden, Switzerland, Australia, Canada, Japan, Malaysia, Mexico, New Zealand, Puerto Rico, Singapore, South Africa, South Korea, Taiwan, USA.)
- 20.1 Description: The service "Charging Planner" improves the travel 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.

21. Media Streaming

- 21.1 **Description:** The music streaming (Apple Music®) and podcasts (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 PME 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 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.
- 21.3 Requirements: In order to use the contents of the service Music Streaming, the PME 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 are included in the Service Package. In order to be able to use the service in a personalized manner, the PME 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.
- 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 third-party 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.

24. Right to cancel for consumers

- 24.1 You have the following rights to cancel the Contract in terms of the Electronic Communications and Transaction Act, 2002 (hereinafter referred to as ECTA):
 - a. a right to cancel the Contract within seven (7) days after the date of the conclusion of the Contract, in terms of section 44 of ECTA (hereinafter referred to as Cooling Off Right); and
 - a right to cancel the Contract within fourteen (14) days after the date of the conclusion of the Contract, in terms of section 43 of ECTA (hereinafter referred to as Cancellation Right).
- 24.2 Your rights to cancel the Contract, in terms of ECTA, are more fully described below:

Cancellation policy

Your Right of cancellation

Cooling Off Right: You have the right to cancel this Contract within seven (7) days after the date of the conclusion of the Contract (hereinafter referred to as the Cooling Off Period) without specifying a reason. You will not incur any penalty for exercising Your Cooling Off Right, and

Cancellation Right: You have a right to cancel the Contract within fourteen (14) days after the date of the conclusion of the Contract (hereinafter referred to as the Cancellation Right Period) if PME (i) fails to provide You with the information prescribed in terms of section 43 of ECTA; or (ii) does not provide You with an opportunity to – (A) review the entire Contract; (B) correct any mistakes; and (C) to withdraw from the Contract before finally placing any order,

(collectively, referred to as $\bf Your~\bf Right~of~\bf Cancellation$).

To exercise Your Right of Cancellation, You are required to inform us of this (Contact Porsche - Plot-29-911, Dubai Silicon Oasis, Dubai, United Arab Emirates P.O. Box 341356 smartmobility@za.porsche.com) by submitting a clear statement (e.g. a letter sent by post or email) detailing Your decision to cancel this Contract (hereinafter referred to as the **Cancellation**

Notice). You can use the enclosed sample cancellation letter for this, but it is not obligatory.

In order to cancel within the Cooling Off Period or the Cancellation Right Period, as may be applicable, it is sufficient for Your Cancellation Notice to have been sent to us before the expiration of the Cooling Off Period or the Cancellation Right Period, as may be applicable. The Contract will be cancelled on the date We receive Your Cancellation Notice.

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 which supplementary cost, if applicable, will be for Your sole account), without undue delay and in any event not later than thirty (30) days from receipt of Your Cancellation Notice. 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 payable to us as a result of such reimbursement.

You must cease using the services after providing us with the Cancellation Notice. If You requested Us to begin the performance of the services during the Cooling Off Period or the Cancellation Right Period, You shall pay us a reasonable 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 Cancellation Notice

(Complete and return this form only if You wish to cancel the Contract)

- To Contact Porsche Plot-29-911, Dubai Silicon Oasis, Dubai, United Arab Emirates P.O. Box 341356 smartmobility@za.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

25. Applicable Law and Jurisdiction

- 25.1 To the extent that You are not subject to the CPA, the High Court of South Africa is the non-exclusive forum for all disputes arising from contractual agreement entered into between You and PME.
- 25.2 For all disputes arising from or in relation to the Contract, South African law applies. The consumer may lodge a complaint with the National Consumer Commission (NCC).



Porsche Middle East and Africa FZE

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

Porsche Middle East and Africa FZE, a company formed pursuant to Law No. (16) Of 2005 with Limited Liability and is registered before the Dubai Integrated Economic Zones Authority in Dubai Silicon Oasis under Service License No.25 and domiciled at Plot-29-911, Dubai Silicon Oasis, Dubai, United Arab Emirates P.O. Box 341356, landline +971 4 356 9911 (hereinafter Porsche Middle East and Africa FZE, PME or We) operates under www.porsche.com (1) the My Porsche Portal and (2) various online marketplace functionalities (hereafter referred to as <code>Marketplace</code>) for the (i) sale of Porsche vehicles, parts, equipment and other vehicle-related and vehicle independent products and (ii) provision of vehicle-related and vehicle independent services.

On the Marketplace, PME also operates the Porsche Connect Store. In the Porsche Connect Store, the user may also 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.

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://connect-store2.porsche.com/za/en/t/termsandconditions.

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.

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

- Customer: defined in section 1.3 of the T&C;
- Primary and Secondary User: defined in section 3.2 of the T&C:
- Porsche Connect Store and Porsche Connect Services: defined in section 3.1.1 of the T&C.
- PME Customer: defined in section 3.1.2 of the T&C; and
- You means a Customer or PME Customer, as the context requires, and Yours shall have a similar meaning.

"Porsche Connect Care"

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

- Taycan (from model year 2025)
- Cayenne (from model year 2025)
- 911 (from model year 2025)
- Panamera (from model year 2025)

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 in the Porsche Connect Store at https://connect-store.porsche2.com/za/en/. 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.

Term: 10 years

Free Service Package: The Service Package can be booked free of charge 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 eSIM card. The connectivity will be provided by an external provider and is designed for the use of the Porsche Connect products. The connectivity is not charged separately.

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 instance assigned to the vehicle and transmits Your vehicle location and all relevant vehicle information to the Porsche Support instance. You can use this vehicle information to personally talk to employees at the Porsche Support instance.

The Service "Breakdown Call" is independent of the eCall. In emergencies, the eCall must be used in Your vehicle to contact the responsible emergency call center or an emergency call is triggered automatically via the eCall.

1.1 Detailed description of the Service

- 1.1.1 You can trigger the Service either via the Porsche Communication 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 instance. The data sent by the vehicle to the Porsche Support instance 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, tyre pressure, remaining range with the available fuel, vehicle status and error messages (hereinafter referred to as Vehicle Data). The Porsche Support instance 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 instance employee will ask You questions to further as-

sess Your breakdown situation. Depending on the particular breakdown situation, the Porsche Support instance can offer You various help options as follows:

- 1.) Porsche Support instance employees can give advice on how to proceed (such as "Please add oil at the nearest petrol station"); and/or
- 2.) The Porsche Support instance 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 Porsche Centre, which enables them to prepare for the vehicle's visit to the workshop or to initiate further measures. and/or
- 3.) Porsche Support instance 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 instance can forward the Vehicle Data to a Porsche Center, subject to Your prior consent.
- 1.1.3 Any services provided by the Porsche Support instance after the breakdown call could require a separate contract, which could result in additional costs. Any additional services will only be provided on Your specific instructions and PME is not involved in the provision of any additional services, if You are required to enter a separate contract with a third-party, the terms and conditions of those products or services apply. You can find more information about the Porsche Support instance and in particular about the service components covered by contacting Your Porsche Centre.
- 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. PME 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 instance 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 re-

quired 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. Smart Service

Smart Service is available for the following vehicle models:

Taycan (from model year 2025)

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, drive train and batteries, and is based on ongoing evaluations of your vehicle data. We endeavour (i) to make the prediction more precise over time, particularly by 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 Center 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 Contractual territory

PME provides you with the Service in accordance with these ToU Porsche Connect Care in the following geographical area (hereinafter referred to as **Contractual Area Smart Service**):

South Africa.

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).

3.2 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.

4. Online Software Update

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

4.1. Detailed description 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 handbrake, etc.). The vehicle cannot be used while the update is being carried out. You will receive a message in the PCM once the update has been successfully installed. You can deactivate and reactivate the Online Software Up-date service in the My Porsche portal at any time.

4.2. 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.

6. Use of data

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 analyse such data.

PME may use such data - potentially in an anonymised form - for (i) the purpose of managing and improving quality, safety and security of the Service Package and/or PME Products (including Porsche vehicles), and (ii) for other commercial purposes. The use of certain data for the purpose of managing and improving quality, safety and security of the Service Package and/or PME 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 PME 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, PME will obtain the relevant consents. Further information can be found in the data protection and privacy information at <a href="https://connect-store2.por-nect-store3.por-nect-stor

sche.com/za/en/t/privacy.

7. Right to cancel for consumers

- 7.1 You have the following rights to cancel the Contract in terms of the Electronic Communications and Transaction Act, 2002 (hereinafter referred to as ECTA):
- a. a right to cancel the Contract within seven (7) days after the date of the conclusion of the Contract, in terms of section 44 of ECTA (hereinafter referred to as Cooling Off Right); and
- a right to cancel the Contract within fourteen (14) days after the date of the conclusion of the Contract, in terms of section 43 of ECTA (hereinafter referred to as Cancellation Right).
- 7.2 Your rights to cancel the Contract, in terms of ECTA, are more fully described below:

Cancellation policy

Your Right of cancellation

Cooling Off Right: You have the right to cancel this Contract within seven (7) days after the date of the conclusion of the Contract (hereinafter referred to as the **Cooling Off Period**) without specifying a reason. You will not incur any penalty for exercising Your Cooling Off Right, and

Cancellation Right: You have a right to cancel the Contract within fourteen (14) days after the date of the conclusion of the Contract (hereinafter referred to as the Cancellation Right Period) if PME (i) fails to provide You with the information prescribed in terms of section 43 of ECTA; or (ii) does not provide You with an opportunity to – (A) review the entire Contract; (B) correct any mistakes; and (C) to withdraw from the Contract before finally placing any order,

(collectively, referred to as Your Right of Cancellation).

To exercise Your Right of Cancellation, You are required to inform us of this (Contact Porsche - Plot-29-911, Dubai Silicon Oasis, Dubai, United Arab Emirates P.O. Box 341356 smartmobil-ity@za.porsche.com) by submitting a clear statement (e.g. a letter sent by post or email) detailing Your decision to cancel this Contract (hereinafter referred to as the **Cancellation Notice**). You can use the enclosed sample cancellation letter for this, but it is not obligatory.

In order to cancel within the Cooling Off Period or the Cancellation Right Period, as may be applicable, it is sufficient for Your Cancellation Notice to have been sent to us before the expiration of the Cooling Off Period or the Cancellation Right Period, as may be applicable. The Contract will be cancelled on the date We receive Your Cancellation Notice.

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 which supplementary cost, if applicable, will be for Your sole account), without undue delay and in any event not later than thirty (30) days from receipt of Your Cancellation Notice. 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 payable to us as a result of such reimbursement. You must cease using the services after providing us with the Cancellation Notice. If You requested Us to begin the performance of the services during the Cooling Off Period or the Cancellation Right Period, You shall pay us a reasonable 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 Cancellation Notice

(Complete and return this form only if You wish to cancel the Contract) $\label{eq:condition}$

- To Contact Porsche Plot-29-911, Dubai Silicon Oasis, Dubai, United Arab Emirates P.O. Box 341356 <u>smartmobil-ity@za.porsche.com</u>:
- 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

8. Applicable Law and Jurisdiction

- 8.1 To the extent that You are not subject to the CPA, the High Court of South Africa is the non-exclusive forum for all disputes arising from contractual agreement entered into between You and PME.
- 8.2 For all disputes arising from or in relation to the Contract, South African law applies. The consumer may lodge a complaint with the National Consumer Commission (NCC).



Porsche Middle East and Africa FZE

Terms of Use

for the Porsche Connect services "Porsche Connect" (hereinafter referred to as **ToU Porsche Connect**)

Porsche Middle East and Africa FZE, a company formed pursuant to Law No. (16) Of 2005 with Limited Liability and is registered before the Dubai Integrated Economic Zones Authority in Dubai Silicon Oasis under Service License No.25 and domiciled at Plot-29-911, Dubai Silicon Oasis, Dubai, United Arab Emirates P.O. Box 341356, landline +971 4 356 9911 (hereinafter Porsche Middle East and Africa FZE, PME or We) operates, at www.porsche.com, (1) the My Porsche portal and(hereinafter Marketplace) the Porsche Connect Store on the Marketplace. For the use of the Marketplace, including the Porsche Connect Stores, the General Terms and Conditions (hereinafter GTC) for the use of the Porsche Connect Store, as well as for the sale of Porsche Connect services and Porsche Sales & Marketplace products apply. The current version of the GTC can be accessed, downloaded and printed out at any time at https://connectstore.porsche.com/za/en/t/termsandconditions.

The user can also book "Porsche Connect" (hereinafter Service Package) in the Porsche Connect Store. These ToU Porsche Connect govern the use of Porsche Connect and apply to the ordering, use and/or extension of Porsche Connect. The ToU Porsche Connect apply in addition to the GTC. Insofar as any provision of the GTC is in conflict with these ToU Porsche Connect, the ToU Porsche Connect shall prevail.

Terms defined in the GTC have the same meaning with regard to these Porsche Connect ToU. This applies in particular to the following terms:

- Customer: defined in point 1.3 of the GTC;
- Porsche Connect Store and Porsche Connect services: defined in point 3.1.1 of the GTC;
- PME Customer: defined in point 3.1.2 of the GTC;

"Porsche Connect"

These ToU Porsche Connect apply to the following vehicle models:

- All-Electric Macan (from model year 2024)

Depending on geographic availability, Porsche Connect includes the services described below. The current geographical availability can be found in the Porsche Connect Store at https://connect-store2.porsche.com.

Duration: from 1 month

Free 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 connectivity that is required to provide the Service Package is established by an embedded eSIM card. The connectivity will be provided by an external provider and is designed for the use of the Porsche Connect products. The connectivity is not charged separately. The required connectivity for the use of 3rd party apps and the Wi-

Fi hotspot will be provided to you free of charge (by our contractual partner) for 4 years from the vehicle handover. More details can be found at https://connect-store2.porsche.com. PME 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.

Another precondition for using all the services included in the Service Package: The Porsche Communication Management (hereinafter PCM) in a Connect-enabled vehicle must have connectivity. Connectivity is provided via the PCM's integrated eSIM card. The use of connectivity for this Service Package (with the exception of the "App Centre" and "Online/ Radio" services) is included in the price of the Service Package. For the services "App Centre" and "Online/ Radio" a connection via a mobile phone (tethering) with a corresponding mobile data tariff is also required. A separate contract must be concluded with a mobile service provider for this purpose. This may incur additional costs, including roaming charges for using the service abroad, depending on the contract concluded with the 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.

1 Finder

Description: With the "Finder" service, you can use a system-defined online search engine in a predefined database for points of interest (e.g. charging stations, petrol stations, restaurants, hotels, and parking spaces). The search results sometimes contain additional data, such as telephone numbers, opening times, fuel prices, parking fees or reviews by other users. Points of interest can also be searched for, saved, managed and transmitted to the PCM in My Porsche and in the My Porsche app.

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 Use restrictions:

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 "Navigation Plus" service, 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 optimise the route to the specified destination down to the minute. 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 Charging Planner

4.1 Description:

The "Charging Planner" service improves the route of the PCM navigation system to achieve the shortest possible total travel time (journey time and charging stops), based on the selected destination, the remaining range, the driving profile, available real-time traffic data, as well as available charging stations and their charging capacity. Necessary charging stops are automatically planned into the itinerary.

4.2 Use restrictions:

The service does not always have precise information. As a result, information regarding charging station availability may be inaccurate.

5 Radio Plus

5.1 Description:

The "Radio Plus" service can be used to access online channels provided by radio stations. If Radio Plus is active and the reception of the radio sources FM or Digital Audio Broadcasting (DAB) is currently disrupted, the PCM automatically switches to the respective online channel from the station (if available). The service also displays metadata available via the PCM about the songs and stations you are playing.

5.2 Use restrictions:

The online radio function is only available in select countries. The data connection for this service requires a connection via the mobile phone connected to the PCM (tethering), with a corresponding mobile data tariff.

6 Calendar

6.1 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 recognised 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.

6.2 Use restrictions:

Direct dialling into telephone conferences (i.e. dialling 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.

6.3 Prerequisites:

A prerequisite is that the My Porsche app has been downloaded onto the PME customer's smartphone, which is to be connected to the car. To enable the service to access the smartphone calendar, access to the calendar must be explicitly granted for the My Porsche app in the operating system settings.

7 App Centre

7.1 Description:

The App Centre enables the customer 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.

7.2 Use restrictions:

The portfolio of the App Centre has been adapted for automotive use and cannot be compared with the variety of 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 connection via the mobile phone connected to the PCM (tethering), with a corresponding mobile data tariff.

7.3 Contract territory:

PME provides you with the service, subject to these ToU, in the following geographical areas (hereinafter referred to as the "Contractual Territory"): Andorra, Australia, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Canada, China, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Great Britain, Hungary, Iceland, Ireland, Italy, Japan, Latvia, Liechtenstein, Lithuania, Luxembourg, Malaysia, Malta, Mexico, Monaco, Montenegro, Netherlands, New Zealand, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, USA.

8 Porsche2X

8.1 Description:

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

8.2 Contract territory:

PME provides you with the service, subject to these ToU, in the following geographical areas (hereinafter referred to as the Contract Territory): Andorra, Austria, Belgium, Bosnia and Herzegovina, Bulgaria, Canada, China, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, USA.

9 Car Control

9.1 Description:

It is possible to check the status of your vehicle remotely on your smartphone. The service includes display of information regarding the outer shell status (e.g. status of the doors), service intervals or the current mileage.

9.2 Use restrictions:

The screen for additional PHEV information (e.g. electric range) is available solely for such vehicles.

10 Trip Control

10.1 Description:

It is possible to check the driving data of your vehicle remotely on your smartphone. This includes: travel time, distance, average speed and average consumption for all trip types (short, repetitive, long).

10.2 Use restrictions:

Retrievable information is only updated when the ignition status changes.

11 Horn & Indicator

11.1 Description:

It is possible to trigger a short sounding of the horn or flashing of the indicator lights on your vehicle remotely. Afterward, you will receive a confirmation message or a push notification.

11.2 Use restrictions:

This service is only available when the vehicle is stationary and the ignition and hazard warning lights are off. Further restrictions may apply as a result of country-specific regulations.

12 Lock & Unlock

12.1 Description:

It is possible to open the doors and luggage compartment of your vehicle remotely. Afterward, you will receive a confirmation message or a push notification.

12.2 Use restrictions:

This service is only available when the vehicle is stationary, the driver's door is closed, the ignition is switched off and the key is not in the ignition switch. Further restrictions may apply depending on country-specific regulations.

12.3 Note:

Using the unlock function when you are not present in the vehicle increases the risk of vehicle theft or theft of items in the vehicle. To prevent unauthorised use, execution of the open function therefore requires the entry of a four-digit security code. You specify the security code when you register and set up Porsche Connect for the first time. This security code can be changed at a later point in the My Porsche portal.

13 Car Finder

13.1 Description:

It is possible to view the location and position of your vehicle 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 car park), the last saved GPS position is used. You can deactivate the transmission of data by activating the privacy mode.

13.2 Use restrictions:

This service is only available with uninterrupted data transmission. Furthermore, this service is fully available while driving as well as when the vehicle is stationary.

14 E-Control

14.1 Description:

You can check the status of your vehicle remotely as well as 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.

14.2 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.

15 Climate

15.1 Description:

You can check the status of the heating/air-conditioning system remotely, 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 can also set the Climate Timer for remote-controlled heating and/or air-conditioning remotely. Once you have configured this setting, you will receive a confirmation message or a push notification on your mobile device as soon as an activated Climate Timer has expired.

15.2 Use restrictions:

This service is available for electric and hybrid vehicles. The service is available for vehicles with a 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 driver's manual for the vehicle. Further restrictions may apply as a result of country-specific regulations.

16 Car Alarm

16.1 Description:

You will receive a message or a push notification if your vehicle's anti-theft alarm is triggered. The message contains information about the triggered alarm and a time stamp.

16.2 Use restrictions:

This service can only send a message or a push notification if the vehicle is able to connect to the Porsche systems. If the anti-theft alarm is triggered, but your vehicle's control unit has no connectivity (e.g. because it is parked in an underground car park), the message or push notification will be sent as soon as a connection is available.

16.3 Note:

If the vehicle is in privacy mode, no notification will be sent in the event of an alarm.

17 Location Alarm

17.1 Description:

You can set a circular geographic boundary remotely. You will receive a notification as soon as the vehicle leaves or enters this area. You can manage up to four areas at the same time. In case of an event (leaving or entering an area), you will receive a message or a push notification, including a map showing the location where the event took place.

17.2 Use restrictions:

This service will only send a message when the ignition is on and wheel movement is detected.

18 Breakdown Call

After the "Breakdown Call" service has been triggered, the service establishes a voice and data connection to the Porsche Support instance assigned to the vehicle and transmits your vehicle location and all relevant vehicle information to the Porsche Support instance. You can use this vehicle information to personally talk to employees at the Porsche Support instance. The "Breakdown Call" service is independent of the eCall and PME is not involved in the provision of the actual breakdown assistance, if you are required to enter a separate contract with a third-party, the terms and conditions of those products or services apply. In emergencies, you should use the eCall in your vehicle to contact the responsible emergency call centre or, in an emergency, a corresponding emergency call is automatically triggered via the eCall.

18.1 Description:

18.1.1

You can trigger the service either via the Porsche Communication Management of a vehicle with Connect capabilities (hereinafter PCM) or via the Porsche Connect 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. After the service has been triggered, a voice and data connection is automatically established from the vehicle to the assigned Porsche Support instance. The data sent from the vehicle to the Porsche Support instance can contain information such as the vehicle identification number (Vehicle ID), vehicle model, year of production and special equipment. vehicle location, occurrence of an accident, fuel level, tyre pressure, remaining range with the available fuel, vehicle status and error messages (hereinafter car data). The Porsche Support instance 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.

18.1.2

During the voice connection, the Porsche Support instance will 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, depending on market availability, as follows:

18.1.2.1

The Porsche Support instance can give advice on how to proceed (e.g. "Please top up oil at the nearest gas station"); and/or

18.1.2.2

The Porsche Support instance 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 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 instance 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 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 remote repair, the Porsche Support instance 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

18123

The Porsche support instance can provide further support, e.g. breakdown assistance or towing of the non-functional vehicle

Any services provided by the Porsche Support instance after the breakdown call could require a separate contract, which could result in additional costs. Any additional services will only be provided on your specific instructions and PME is not involved in the provision of any additional services, if you are required to enter a separate contract with a third-party, the terms and conditions of those products or services apply. You can find more information about the Porsche Support instance and in particular about the service components covered by contacting your Porsche Centre.

18.1.3

If you access or use third-party products or services, the terms and conditions of those products or services apply. PME is not responsible for access to or use of these products or services.

18.1.4

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.

18.2 Use restrictions:

18.2.1

The service is provided via a telematics unit installed in the vehicle, which receives GPS satellite signals and communicates with the Porsche Support instance 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 in all parts of the contract territory of these ToU Porsche Connect 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.

1822

The service does not include vehicle insurance or any other insurance. Please note that you may be required by law to have insurance; furthermore, it is your responsibility to arrange for such other insurance cover as you deem reasonable. The fees paid for the service are unrelated to the value of the vehicle or any property in the vehicle, or the cost of any injury or damage suffered by you or others.

18.2.3

In the event that a problem is to be solved by remote repair as per point 18.1.2.2 of these ToU Porsche Connect, the customer must give consent to the Porsche Support instance in advance.

19 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 paragraph 20.1.

19.1 Description:

19.1.1

The service provides you with Driver's Manual content in text and visual form (i.e. images, interactive graphics, animations) in PCM.

19.1.2

Any future changes to the contents of the Driver's Manual can be downloaded and updated.

19.1.3

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.

19.1.4

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 the country (assuming online availability of the vehicle, as well as login to the output channels).

19.1.5

In addition, "Good to know – Driver's Manual" can also be called up via the Voice Pilot.

19.2 Use restrictions:

The Driver's Manual content described in 20.1.1 is also available offline in PCM and the My Porsche App (download required). All other functions require a data connection.

20 Online Software Update

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

20.1 Description:

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.

20.2 Use restrictions:

The functions described in 21.1 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.

21 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.

22 Data Usage

In connection with booking the Service Package, certain data, which possibly includes personal data, can be collected in order to fulfil the respective service. Depending on the service, it may be necessary, for example, to collect, store and analyse data about components (e.g. 12 V battery, wiper blades) in order to provide the service.

PME may use this data – possibly in anonymised form – for (i) the management and improvement of the quality and safety of the Service Package and/or PME products (including Porsche vehicles) and (ii) other commercial purposes. The use of certain data for management purposes and for improving the quality and safety of the Service Package and/or the PME products (including Porsche vehicles) can be activated and deactivated using the corresponding functionalities in the Porsche vehicle and/or in the My Porsche portal.

For the aforementioned purposes, this data can also be passed on to other Porsche companies and other third parties commissioned by PME or other Porsche companies in this context and – if this data is anonymised – disclosed to third parties.

The use of data as described takes place in accordance with the applicable data protection regulations. To the extent required by law, PME will obtain the appropriate consent. Further information can be found in the data privacy policy at s

23 Right of Cancellation

If a customer is a consumer within the meaning of the Electronic Communications and Transactions Act of 2002 (ECTA), the customer right of cancellation within seven (7) days after the date of the conclusion of the agreement. This right stems from Section 44 (1) lit. a of the ECTA. In the following, the term "agreement" means the purchase of Porsche Connect. The customer is informed of their right of cancellation below:

Cancellation policy

Right of cancellation

You have the right to cancel this contract within seven (7) days after the date of the conclusion of the contract without specifying a reason.

To exercise your right of cancellation, you are required to inform us of this (Contact Porsche - Plot-29-911, Dubai Silicon Oasis, Dubai, United Arab Emirates P.O. Box 341356 smartmobility@porsche-me.ae) by submitting a clear statement (e.g. a letter sent by post or email) detailing your decision to cancel this contract. You can use the enclosed sample cancellation letter for this, but it is not obligatory.

In order to cancel within the cancellation period, it is sufficient for your notice to cancel to have been sent before the period expires.

Effects of cancellation

If you cancel this contract, we shall reimburse all payments received from you, including the costs of delivery (with the exception of the additional costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), immediately and no later than 30 days from the day on which we receive your letter concerning your decision to cancel this contract. We will reimburse all payments using the same method of payment you used for the original transaction, unless we have expressly agreed otherwise with you; in any event, you will not incur any charges as a result of this reimbursement. If you have requested that the services should begin during the cancellation period, you must pay us an appropriate amount to cover the share of services already provided up to the time at which you inform us of your intention to exercise your right of cancellation for this contract, as compared with the total scope of services included in the contract.

Sample cancellation form

(If you wish to cancel the contract, please complete and return this form.)

- To Contact Porsche Plot-29-911, Dubai Silicon Oasis, Dubai, United Arab Emir-ates P.O. Box 341356 smartmobility@porsche-me.ae:
- I/we(*) hereby cancel the contract concluded by me/us(*) for the purchase of the following goods(*)/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) (required for paper notifications only)
- Date

(*) Strike out if not applicable.