



**PORSCHE**

**PORSCHE KOREA LTD.**

## **Terms of Use of Location-Based Services for the Porsche Connect Service**

### **CHAPTER 1 GENERAL PROVISIONS**

#### **Article 1 (Purpose)**

The purpose of these terms of use of location-based services ("**Terms**") for the Porsche Connect Service ("**Service**") is to set forth the respective rights and obligations of Porsche Korea Ltd. ("**Company**") and users of the Service ("**User**") who have agreed to the terms of use and service agreement for the Service ("**Agreement**").

#### **Article 2 (Effective Date and Changes to These Terms)**

- ① These Terms shall become effective when a User applying for the Service or a personal location information subject agrees to these Terms and registers as a User in accordance with the procedures prescribed by Company.
- ② By reading these Terms and clicking online the "I agree" button to these Terms, User hereby consents to having fully read and understood these Terms as well as to their application.
- ③ Company reserves the right to make revisions to these Terms to the extent such revisions do not violate the relevant laws and regulations.
- ④ In cases where Company revises these Terms, Company shall specify the existing terms, revised terms, the enforcement date of the revised terms, and the reasons for such revisions. Company shall then provide notice of such revisions at least ten (10) days prior to their scheduled effective date and maintain notice for a considerable period of time following the effective date. If any revisions are disadvantageous to User, Company shall provide notice of such revisions on the online homepage of the Service at least thirty (30) days prior to their scheduled effective date and maintain notice for a considerable period of time following the effective date. Further, separate notice of revisions shall be provided individually to User via electronic form (e.g., electronic mail, SMS).
- ⑤ If User, after having received notice in accordance with the preceding Paragraph ④, fails to communicate his/her objection to such revisions within seven (7) days after their effective date, User shall be deemed to have agreed to such revisions. User shall be entitled to terminate the Agreement if he/she objects to any proposed revisions.

#### **Article 3 (Application of Relevant Laws)**

These Terms shall be applied fairly, based on the principle of good faith, and any matters that are not prescribed herein shall be determined in accordance with relevant laws and established commercial practice.

#### **Article 4 (Details of the Service)**

- ① The Service provided by Company shall be as follows, provided, however, that depending on the type of vehicle purchased

or the options that User has selected at the time of the purchase and timing of service implementation, the details of the Service may be different or the use thereof may be partially restricted.

[※ Below is a full list of Services provided by Company, and services indicated below as “\*” refer to location-based services that use location information.]

Category	Item	Description
Navigation Infotainment Service	Real-time Traffic (Part of Navigation Plus)*	The navigation system is using GPS data and traffic data to optimize the route to a certain destination. The current traffic situation will be highlighted in the infotainment display/map
	Online Route Calculation (Part of Navigation Plus) *	Route calculation is done in backend and on board in MIB. Faster route calculation will be used for final route guidance. Traffic incidents will be included in route guidance directly.
	Online Map Update (Part of Navigation Plus) *	The pre-installed maps of the navigation system can be updated online. The navigation system will display available updates
	Satellite Map (Part of Navigation Plus) *	The navigation system can display photo-realistic satellite views on the navigation map.
	My Destination (Part of Navigation Plus) *	Personal destinations can be sent to the vehicle via the app
	Searching Engine, POI Search, Google Search, Parking Search*	Users can search addresses or points of interest using an online or offline search engine. Search results may include additional information like phone numbers, ratings by other internet users and opening hours.
	Petrol Stations*	Petrol stations in the surrounding of the vehicle, on the route to or at the navigation destination of the navigation system will be displayed.
	E-Stations*	Charging stations for hybrid vehicles in the surrounding of the vehicle, on the route to or at the navigation destination of the navigation system will be displayed.
	Hotels*	Hotels near the customers location, route, at the destination or at a specific location may be searched, will be presented in the navigation system.
	Restaurants*	Restaurants near the customers location, route, at the destination or at a specific location may be searched, will be presented in the navigation system.
	Panoramic View*	The navigation system can display 360-degree panoramic views from a current or target location on the navigation map.
	Voice Pilot*	Users can use online search functionalities via voice commands.
	Online Radio	Users can access their favorite online stations. Users can sort the stations by popularity, country, genre and language. User can also stream podcasts via the Internet.
News	Users can call up the latest news by subscribing to RSS feeds directly.	

	Calendar	Users can directly link third-party calendars available online.
	Media Streaming	Music Streaming (Apple Music) and Podcasts (Apple Podcasts) offer direct and personalized access to the linked user's media library and the functionalities of the respective third-party music streaming as well as podcast provider.  An exception applies to the countries of Andorra and Bosnia-Herzegovina, where the services cannot be used.
	Good to know – Driver's Manual Plus	The vehicle displays the contents of the Driver's Manual in the form of additional animations.
Remote Service	Car Control*	User can remotely request vehicle data like fuel charging level, fuel range, mileage, etc.
	Car Finder*	User can request the vehicle's current location. Optionally User can decide to be navigated to the vehicle from his/her current position.
	Geo- / Speed Fence and Valet Alarm (Valet Alarm, Speed Alarm, Location Alarm)*	User is able to set a digital fence around the vehicle's current location (geo fence) or set a digital speed alert (speed fence).  The valet alarm is a combination of geo- & speed fence
	Breakdown Call (bCall) *	User can contact a control center to get support in case of a vehicle breakdown due to technical defects (point-to-point voice connection incl. Vehicle data transfer)
	Car Alarm	The service provides effective protection against theft, vehicle break-ins, and tire theft; the car interior is also monitored. In case of unwanted intrusions, the Car Alarm is triggered and the User will be notified immediately through a message on the phone.
	Remote Departure Timer (Only for battery equipped vehicle)	User can store the desired departure times in advance and thus make sure that the battery is fully charged at the right time. Furthermore, he/she can also receive push notifications about charging and know if a fault has occurred.
	Remote Climate Control (Only for battery equipped vehicle)	Remotely operate the air conditioning conveniently and easily according to own individual requirements: the User can set the Climate Timer (both one-off and cyclical settings), call up the current climate status in the vehicle, set the target temperature and control both immediate and seat-specific air

		conditioning.
	Remote Lock/Unlock	The Lock & Unlock service offers the User the possibility to lock and unlock the Porsche easily using the Porsche Connect App or My Porsche.
	Remote Honk/ Warning-lights	User has the possibility to control the horn and the flashlights to find the car more easily. The horn is activated for 3 seconds (i.e. usually honking 3 times and flashing 6-8 times).
	Trip Control	In My Porsche and the Porsche Connect App, Trip Control gives you access to the latest trip data for your vehicle at any time and in any location. You can get information about the drive time, distance driven, as well as average speed and fuel consumption.
	E-Control	Users can remotely check the status of the vehicle and start or stop the charging process.
OTA Service (Over the Air Service)	Central Data Logger	Some logs are stored in a Central Data Storage to provide service and improve the performance of the service.
	Smart Maintenance	The service detects when a specific service is due and predict when maintenance should be performed, and the vehicle transmits relevant information automatically to service partner.
	Real Time Quality	The service analyzes vehicle diagnose data to identify quality focal points.
	Battery Monitoring	The service analyzes vehicle diagnosis data to identify errors, customer usage of the battery.
	PDRM (Porsche Driving Reflection Module)	The service aggregates user`s driving data and the data could be used in a purpose of study of the product or service improvement.
	Online Software Update	User will get software remote updates for their vehicle without the need to go to a service station.
Personal Service	PDLS+	The service dynamically adjusts the vehicles lighting according to the driving situation, hence increasing your safety and comfort.
	Embedded SIM Card	The vehicle is equipped with a SIM card for communication.

- ② The respective fees for the Service set forth in the preceding Paragraph ① shall be determined in accordance with Article 5 of these Terms.
- ③ In case there exists a proper reason, Company shall be entitled to make changes to the Service, in whole or in part, in accordance with operational and technical requirements.
- ④ For the avoidance of doubt, vehicle terminal devices are designed to be used exclusively with vehicles and are not equipped with functions regular handsets such as smartphone devices offer.

#### **Article 5 (Service Fees)**

- ① Services set forth in Article 4 of these Terms shall be provided free of charge for a period of one (1) year from the

registration date of the Service, but shall be provided as paid services thereafter.

- ② Separate fees shall not be charged for any parts of the Service that are provided free of charge.
- ③ Upon expiration of the free service period, further service shall only be available after the purchase of a service extension package (service fees shall be set out in the applicable Service and charged at a flat rate without regard to the frequency of use).

#### **Article 6 (Notification of Changes to the Service)**

- ① In the event Company makes any changes to the contents of the Service or discontinues providing any part of the Service, Company may provide notice of such changes to User by sending an email to User's registered email address.
- ② When providing notice in accordance with the preceding Paragraph ① to multiple unspecified individuals, Company may use general notification methods such as posting information on relevant websites.

#### **Article 7 (Restriction and Suspension of Use of the Service)**

- ① Company may restrict or suspend User's use of the Service upon the occurrence of any of the following events:
  1. If User, either intentionally or by gross negligence, interferes with Company's operation of the Service;
  2. If unavoidably necessary due to maintenance, repair, or construction of facilities and equipment used for the Service;
  3. If a Facilities-based telecommunications services provider under the Telecommunications Business Act suspends telecommunications services;
  4. If disruptions to the use of the Service arise due to a national emergency, failure of facilities or equipment used for the Service, or a sudden increase in the use of the Service; or
  5. If Company deems it inappropriate to continue providing the Service due to any other significant reason.
- ② In the event Company restricts or suspends use of the Service in accordance with the preceding Paragraph ①, Company shall provide notice to User regarding the reasons therefor and the period of such restriction or suspension.

#### **Article 8 (Use or Provision of Personal Location Information)**

- ① If Company intends to provide the Service by using personal location information, Company shall obtain prior consent from personal location information subjects after providing notice in the relevant terms of use.
- ② Company shall automatically record and retain data confirming the use and provision of location information for at least six (6) months in order to process complaints made by other business operators or Users.
- ③ If Company provides personal location information to a third party designated by User, Company shall immediately notify User via the communications device used to collect personal location information of the recipient(s) of personal location information, the date of provision, and the purpose for providing personal location information each time such personal location information is provided; provided, however, the foregoing immediate notice requirement shall not apply to the

third party provision of simple location data which does not constitute personal location information. Notice shall be provided to a communications device or e-mail address specified in advance by User in the following circumstances:

1. If the communications device that collected personal location information is not capable of receiving text messages, voice messages, or video messages; or
2. If User has requested in advance that notice be provided through an online post or some other method.

#### **Article 9 (Rights of Personal Location Information Subjects)**

- ① User may, at any time, partially or wholly withdraw his/her consent to Company's use of personal location information for the purpose of providing location-based services or Company's provision of personal location information to third parties. In such cases, Company shall destroy any collected personal location information and any data confirming the use or provision of location information.
- ② User may, at any time, request Company to temporarily suspend the collection, use or provision of personal location information for location-based services (except for Breakdown Call service); Company shall not refuse such requests and shall have in place necessary technical measures in order to comply with such requests.
- ③ User is permitted to request access to or the notification of the following data to Company, and to request rectification in the event an error exists therein. In such cases, Company shall not refuse User's request without a reasonable reason:
  1. Data confirming the collection, use, and provision of User's location information;
  2. Reasons for and details on the provision of User's personal location information to third parties in accordance with the Act on Protection and Utilization of Location Information ("**Location Information Act**") or other relevant laws or regulations.
- ④ User shall exercise its rights set forth in the preceding Paragraphs ① through ③ through the Company's Dealer by email or phone.

#### **Article 10 (Rights of Legal Representatives and of Guardians of Children Under the Age of 8)**

Since the purchase of Company's products and use of the Service shall only be permitted by individuals with a valid driving license pursuant to the legal qualifications set forth in Article 80 of the Road Traffic Act, the definition and details regarding the rights of legal representatives of Users under the age of fourteen (14) or the rights of guardians of children under the age of eight (8) shall be excluded from these Terms.

#### **Article 11 (Designation of the Chief Location Information Officer)**

- ① Company shall designate as the Chief Location Information Officer a person capable of taking actual responsibility in order to ensure that location information is properly managed and protected, as well as enabling the smooth processing of complaints made by personal location information subjects.
- ② The Chief Location Information Officer shall be the head of the department in charge of providing location-based services and the details thereof shall be in accordance with the supplementary provisions hereto.

**Article 12 (Liability)**

- ① User may claim compensation against Company in the event he/she suffers damages due to Company's violation of Article 15 through 26 of the Location Information Act. In such cases, Company shall not be exempted from liability if it fails to establish its lack of intent or negligence.
- ② Company may claim compensation against User in the event Company suffers damages due to User's breach of these Terms. In such cases, User shall not be exempted from liability if he/she fails to establish its lack of intent or negligence.

**Article 13 (Indemnification)**

- ① Company shall not be held responsible for any damage incurred by User due to its failure to provide the Service in the following cases:
  - 1. Occurrence of natural disasters or other force majeure events;
  - 2. Provision of the Service is intentionally disrupted by a third party who has entered into a partnership agreement with Company;
  - 3. Use of the Service is interrupted due to a cause attributable to User; or
  - 4. Any other reason, excluding those set forth in the preceding Subparagraphs 1 through 3, that does not involve an intentional or negligent act committed by Company.
- ② Company does not guarantee the reliability or accuracy of the Service, or any data, materials, or alleged facts displayed on the Service and shall not be responsible for any resulting damage incurred by User.

**Article 14 (Application of Law)**

- ① These Terms shall be interpreted and enforced in accordance with the laws and regulations of the Republic of Korea.
- ② Any matters not prescribed herein shall be determined in accordance with relevant laws and commercial practices.

**Article 15 (Dispute Resolution and Miscellaneous)**

- ① In the event Company and User are unable to resolve a dispute related to location information, the parties may refer such dispute to the Personal Information Dispute Mediation Committee for mediation in accordance with Article 43 of the Personal Information Protection Act.
- ② Without prejudice to Paragraph ①, any lawsuit involving a dispute between the Company and User shall be subject to the exclusive jurisdiction of a competent court in the Republic of Korea in accordance with the Civil Procedure Act.

**Article 16 (Company Address and Contacts)**

Information on Company's name, address, and contact information is provided below.

- 1. Company Name: Porsche Korea Ltd.
- 2. Address: 26F Parnas Tower, 521 Teheran-ro, Gangnam-gu, Seoul, Republic of Korea
- 3. Phone: 080-8100-911

## **SUPPLEMEANTARY PROVISIONS**

### **Article 1 (Enforcement Date)**

These Terms shall become effective from 10.09.2021

### **Article 2**

The Chief Location Information Officer designated by Company shall be as follows:

1. Affiliation: Director of Business Development, Porsche Korea Ltd.
2. Contact Information: 080-8100-911