



PORSCHE

## PORSCHE SALES & MARKETPLACE GmbH

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

Porsche Sales & Marketplace GmbH (formerly Porsche Smart Mobility GmbH), Porscheplatz 1, 70435 Stuttgart, Germany, (hereafter referred to as **Porsche Sales & Marketplace, PSM or We**) operates under www.porsche.com 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, PSM also operates the Porsche Connect Store. For the use of the Marketplace including the Porsche Connect Store, the Terms and Conditions for the use of 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-store.porsche.com/rs/en/t/termsandconditions>.

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

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;
- PSM Customer: defined in section 3.1.2 of the T&C.

#### „Porsche Connect“

Porsche Connect is exclusively available for the following vehicle models:

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

#### Note on Taycan:

**The services offered vary depending on the model year and software update. For vehicles of the model year 2020 (you can identify the model year from the tenth digit of the vehicle identification number (VIN) with the letter L), the "Lock & Unlock" service and the "Horn & Indicator" services are not available. For the vehicles model year 2020 a software update in the workshop is required to use in particular the service Apple Podcasts® (feature of Media Streaming service). Please contact your dealer for further information. Model year 2022 vehicles also require a software update in the workshop, in particular to enable use of the Spotify service (media streaming service function). Contact your dealer for further information.**

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-store.porsche.com/rs/en/>.

**Term:** from 1 month

**Free-of-charge inclusive period:** When buying a new Connect-able vehicle, Porsche Connect may be booked free-of-charge for 36 months.

**Further requirements for the use of all services included in the Service Package:** The Porsche Communication Management of a Connect-able vehicle (hereafter referred to as **PCM**) must have connectivity. If the connectivity is provided via the embedded SIM card of the PCM, the use of such connectivity for this Service Package is included in the price of the Service Package. If the connectivity is not provided via the embedded SIM card of the PCM (e.g. because connectivity via the embedded SIM card of the PCM 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:

##### 1. 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 be searched, stored, managed and forwarded to the PCM in the My Porsche App.

##### 2. Voice Pilot

2.1 **Description:** With the service "Voice Pilot", various functions of the PCM and other services can be operated by voice command. Additional functionalities, such as media searches, points of interest or weather information, are made possible by means of online speech recognition.

2.2 **Restrictions of use:** Operation of the Voice Pilot is limited to the supported languages. The lack of an online connection can limit the results. Due to external influences, such as background noise, for example, the speech recognition may not always produce the desired results.

### 3. Navigation Plus

**Description:** With the service "Navigation Plus", the route calculation of the PCM in the vehicle is supplemented by online services.

The 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 and hybrid radio functionalities are available in selected countries only. The data connection for this service requires (a) a data package (available separately from the cooperation partner in selected countries) or (b) 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. With the Voice Pilot you can have the articles read to you. Via keyword search, the subscribed channels may be browsed for information on preferred topics or keywords.

5.2 **Requirements:** For a personalized use the customer can subscribe to feeds under his or her Porsche ID. In this case, these feeds, are available in the vehicle only.

### 6. Weather

6.1 **Description:** The service "Weather" displays the current weather situation and the forecast for the following hours and days for the current 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. Reading aloud via Voice Pilot is possible, too.

6.2 **Restrictions of use:** The air quality is displayed in China only.

7. **Porsche2X (Only available in: Andorra, Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Great Britain, Hungary, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Spain, Sweden and Switzerland.)**

**Description:** The service "Porsche2X" displays local hazards e.g. risk of aquaplaning as infographic in the PCM.

### 8. 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.

### 9. Trip Control

9.1 **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).

9.2 **Restrictions of use:** Accessible information is updated only after the ignition status has changed.

### 10. Horn & Indicator (available for the Taycan only from model year 2021)

10.1 **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.

10.2 **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.

### 11. Lock & Unlock (available for the Taycan only from model year 2021)

11.1 **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.

11.2 **Restrictions of use:** This service is only available if the vehicle is stationary, the driver's door is closed, the ignition is switched off and the key is not inserted into the ignition lock. Further restrictions may apply according to country-specific regulations.

**Note:** Using the unlock function in your absence from the vehicle increases the risk of vehicle theft or theft of items placed in the vehicle. To prevent unauthorised use, a four-digit security code must be entered to use the unlock function. You will determine the security code when you register and set up Porsche Connect for the first time. This security code can be changed at a later date in the customer profile.

### 12. Carfinder

12.1 **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.

12.2 **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.

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

13.1 **Services:** You can remotely check the status of your vehicle and start or stop the charging process as follows. You can check the connection status, the remaining charging time and the current electric range. The electric range is indicated by a circle on the map. You also have the option of optimising the charging process of the high-voltage battery of your vehicle for a certain departure time. You can set departure timers and receive a confirmation message or push notification when events occur (for example, charging interrupted) and when an activated E-Timer has expired.

13.2 **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.

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

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

14.2 **Use restrictions:** This service is available exclusively for electric and hybrid vehicles.

#### 15. Pre-heater

15.1 **Services:** You can remotely check the status of the pre-heater, activate it and use a timer function. You receive a confirmation message or a push notification on your mobile device once an activated timer for the pre-heater has expired. This service will be available only from the second half of 2018.

15.2 **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.

#### 16. Car Alarm

16.1 **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. Contrary to the "Car Security Package", no third parties are informed about the triggered alarm.

16.2 **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.

#### 17. Location Alarm

17.1 **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.

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. Speed Alarm

18.1 **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.

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

#### 19. Valet Alarm

19.1 **Services:** You can activate or deactivate the Valet Alarm (a combination of Location Alarm and Speed Alarm) remotely with presets 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.

19.2 **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.

#### 20. Calendar

20.1 **Description:** The service Calendar allows third-party calendars available online to be directly linked to the PCM. The service offers a day view. Appointments can be read to you by the Voice Pilot. 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.

20.2 **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.

21. **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)**

21.1 **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.

21.2 **Restrictions of use:** This service does not always receive precise information and therefore the availability of the charging stations can be inaccurate.

#### 22. Media Streaming

22.1 **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 PSM customer no longer needs their smartphone and can use the service with their Porsche ID in all supported vehicles. The services can also be used in guest mode if third-party provider accounts are linked. Exclusive features such as direct storage of radio titles in the customer-specific media library or navigation via Voice Pilot are available with selected providers.

22.2 **Restrictions of use:** These services may only be used in countries where the service is also offered by the third-party provider. An exception applies to the countries of Andorra and Bosnia-Herzegovina, where the services cannot be used. 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.

22.3 **Requirements:** In order to use the contents of the service Music Streaming, the PSM Customer must have an account as well as an active subscription of the Service Package. Additionally an active subscription of the respective third-party provider is necessary. The data required for using the service are included in the Service Package. In order to be able to use the service in a personalized manner, the PSM Customer must link his/her third-party account to the Porsche account once.

### 23. Good to know – Driver's Manual Plus

23.1 **Description:** The "Good to know – Driver's Manual Plus" service includes display of the contents of the Driver's Manual in the form of additional animations and can also be called up via the Voice Pilot.

23.2 **Use restrictions:** Use of the service requires an existing data connection in the vehicle.

### 24. In-Car Video

24.1 **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.

24.2 **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.

### Right of Withdrawal for consumers

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

#### Instructions on withdrawal

##### Right of withdrawal

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

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

To exercise the right to withdrawal, you must inform us (Contact: Porsche Sales & Marketplace GmbH – P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: +381 (11) 4223009, e-mail address: [smartmobility@rs.porsche.com](mailto:smartmobility@rs.porsche.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

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

##### Effects of withdrawal

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

you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your decision to withdraw from this contract, in comparison with the full coverage of the contract.

#### Model withdrawal form

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

- To Porsche Sales & Marketplace GmbH – P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: +381 (11) 4223009, e-mail address: [smartmobility@rs.porsche.com](mailto:smartmobility@rs.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



PORSCHE

## Porsche Sales & Marketplace GmbH

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

Porsche Sales & Marketplace GmbH (formerly Porsche Smart Mobility GmbH), Porscheplatz 1, 70435 Stuttgart, Germany, (hereafter referred to as **Porsche Sales & Marketplace, PSM or We**) operates under www.porsche.com (1) the My Porsche Portal and (2) various online marketplace functionalities (hereafter referred to as **Marketplace**) for the (i) sale 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, PSM also operates the Porsche Connect Store. For the use of the Marketplace including the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (incl. the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter referred to as **T&C**) apply. The current version of the T&C can be accessed, downloaded and printed at any time at <https://connect-store.porsche.com/rs/en/t/termsandconditions>.

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. 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.

### "Porsche Connect Care"

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

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

Taycan vehicles of the model year 2020, however, require a free software update from an authorised Porsche workshop in order to book the Service Package "Porsche Connect Care" (however, individual services of the Service Package may not be available despite this software update). You can recognise Taycan vehicles of the model year 2020 by the letter L at the 10th position of the vehicle identification number (VIN). For further information on the software update, please contact your Porsche Center.

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.porsche.com/rs/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:** from 1 Month

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

**Connectivity:** The connectivity that is required to provide the Service Package is established by an embedded SIM card. The connectivity is an integral part of the Service Package and 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 "Breakdown Call" service is independent of the EU eCall. In emergencies, you should use the EU eCall in your vehicle to contact the responsible emergency call centre or, in an emergency, a corresponding emergency call is automatically triggered via the EU eCall.

#### 1.1 Detailed description of the Service

**1.1.1** You can trigger the service either via the Porsche Communication Management of a vehicle with Connect capabilities (hereinafter **PCM**) or via the My Porsche app. Activation can therefore be carried out by any main- or secondary user, as well as by anyone who has access to the vehicle interior. 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.

**1.1.2** 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 as follows:

- 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
- 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
- 3.) The Porsche support instance can request external support, e.g. breakdown assistance or towing of 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, subject to your prior consent, forward the car data to a Porsche Centre.

**1.1.3** Any services provided by the Porsche Support instance after the breakdown call require a separate contract, which could result in additional costs. You can find more information about the Porsche Support instance and in particular about the service components covered by contacting your Porsche Centre or by inquiring with your support service provider "AXA Assistance Deutschland GmbH/Inter Partner Assistance SA". The Porsche Support instance can determine the Porsche Support instance status of your vehicle.

**1.1.4** If you have access to or use third-party products or services, the contractual terms applicable to these products or services apply. PSM is not responsible for any access to or usage of these products or services.

**1.1.5** Please note that 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 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 Care and/or may be negatively affected by physical conditions, including but not limited to removal or tampering with the telematics unit or its antenna, electro-magnetism, 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 Care 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.

**1.2.2** The Service does not include vehicle insurance or any other insurance. Please note that you may be legally required to take out insurance; furthermore, it is your responsibility to procure further insurance protection, insofar as you consider it reasonable. The fees paid for the Service are unrelated to the value of the vehicle or any property in the vehicle, or to the cost of injury or damage that you or others may suffer.

**1.2.3** In the event that a problem is to be solved by remote repair as per point 1.1.2. of these ToU Porsche Connect Care, the customer must give consent to the Porsche Support instance in advance.

## **2. Smart Service**

### **2.1 Description**

The "Smart Service" service informs you about individual maintenance and repair requirements for selected vehicle components through messages and status displays in your PCM, in the My Porsche portal and in the My Porsche app. It is a prediction, especially in terms of the chassis, drive and batteries, and is based on ongoing evaluations of your car data. We endeavour (i) to make the prediction more precise over time, particularly by optimising the prediction models and/or the composition of the car data used and/or (ii) to expand the scope of the maintenance and repair needs covered and/or (iii) to expand this scope to other vehicle components. The corresponding car data is automatically transmitted to Porsche's systems and your Porsche Centre can retrieve this data if required. Based on this car data, your Porsche Centre can proactively contact you via the channel you have chosen.

### **2.2 Restrictions on use and system restrictions**

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

### **2.3 Contractual territory**

Porsche Sales & Marketplace provides you with the Service in accordance with these ToU Porsche Connect Care in the following geographical areas (hereinafter referred to as **Contractual Area Smart Service**): Andorra, Belgium, Bosnia and Herzegovina, Bulgaria, Denmark, Germany, Estonia, Finland, France, Gibraltar, Greece, Great Britain, Ireland, Iceland, Italy, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Austria, Poland, Portugal, Romania, Sweden, Switzerland, Slovakia, Slovenia, Spain, Czech Republic, Hungary, Cyprus, Australia, Canada, China, Hong Kong, Japan, Malaysia, Mexico, New Zealand, Singapore, South Korea, Taiwan, USA

### 3. Good to know – Driver's Manual

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

#### 3.1 Detailed description of the service

- 3.1.1. The service provides you with Driver's Manual content in text and visual form (i.e. images, interactive graphics, animations) in PCM.
- 3.1.2. Any future changes to the contents of the Driver's Manual can be downloaded and updated.
- 3.1.3. The service also provides proactive references to the Driver's Manual based on the vehicle's warning and information messages. This provides you with more detailed information on the error messages.
- 3.1.4. The service also permits device-independent and synchronous use of the digital Driver's Manual. This means that pages bookmarked and selected as favourites in the vehicle, as well as those most recently visited, are also displayed on the digital output channels of Porsche AG, depending on country (assuming online availability of the vehicle, as well as login to the output channels).
- 3.1.5. In addition, "Good to know – Driver's Manual" can also be called up via the Voice Pilot.

#### 3.2 Restrictions on use and system restrictions

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

### 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 Update service in the My Porsche portal at any time.

#### 4.2. Restrictions on use and system restrictions

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

### 5. Updates

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

### 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.

Porsche Sales & Marketplace 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 PSM 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 PSM Products (including Porsche vehicles) can be activated and deactivated using appropriate functionalities in the Porsche vehicle and/or My Porsche Portal.

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

The use of such data will be in compliance with applicable data protection law. Where required by law, Porsche Sales & Marketplace will obtain the relevant consents. Further information can be found in the data protection and privacy information at <https://connect.store.porsche.com/rs/en/t/privacy>.

### 7. Right of Withdrawal for Consumers

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

#### Instructions on withdrawal

##### Right of withdrawal

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

The withdrawal period will expire after 14 days from the day on which the Service Package is made available to you for use (activation day). To exercise the right of withdrawal, you must inform us (Porsche Sales & Marketplace GmbH – P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: +381 (11) 4223009, e-mail address: [smartmobility@rs.porsche.com](mailto:smartmobility@rs.porsche.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### Effects of withdrawal

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

same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of the services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

#### **Model withdrawal form**

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

- To Porsche Sales & Marketplace GmbH – P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: +381 (11) 4223009, e-mail address: [smartmobility@rs.porsche.com](mailto:smartmobility@rs.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*





PORSCHE

## PORSCHE SALES & MARKETPLACE GmbH

### Terms of Use

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

Porsche Sales & Marketplace GmbH (formerly Porsche Smart Mobility GmbH), Porscheplatz 1, DE-70435 Stuttgart (hereinafter **Porsche Sales & Marketplace, PSM** or **We**) operates, at [www.porsche.com](http://www.porsche.com), (1) the My Porsche portal and (2) various online marketplace functionalities (hereinafter **Marketplace**) for (i) the sale of Porsche vehicles, parts, accessories and other vehicle-related and vehicle-independent products and (ii) the provision of vehicle-related and vehicle-independent services. PSM also operates 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 My Porsche portal and the Porsche Online Marketplace functionalities (including 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://connect-store.porsche.com/rs/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;
- PSM Customer: defined in point 3.1.2 of the GTC;

#### "Porsche Connect"

These ToU Porsche Connect apply to the following vehicle models:

- 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-store.porsche.com/rs/en/>.

**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 required connectivity for the use of 3rd party apps and the Wi-Fi hotspot will be provided to you free of charge (by our cooperation partner) for 4 years from the

vehicle handover. More details can be found at <https://connect-store.porsche.com/rs/en>. PSM is continuously developing its services and functionalities. It is therefore possible under certain circumstances that not all software functions or new features that Porsche introduces for newer or different models will be usable or functional in your vehicle.

#### **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 SIM card. The use of connectivity for this Service Package requires a separate agreement with our cooperation partner. Such connectivity for the use of this Service Package (with the exception of the "App Centre", "Online/Hybrid Radio" services and Internet access via WiFi hotspot) is provided free of charge by our cooperation partner. For the services "App Centre", "Online/Hybrid Radio" and Internet access via WiFi hotspot, (a) a data package or (b) 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. In some countries, you can book a free Data Pass 5GB for 4 years with our respective cooperation partner.

#### **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 and hybrid radio functions are only available in select countries. The data connection for this service requires (a) a data package (available separately from the cooperation partner in selected countries) or (b) a connection via the mobile phone connected to the PCM (tethering), with 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 PSM 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) a data package (available separately from the cooperation partner in selected countries) or (b) a connection via the mobile phone connected to the PCM (tethering), with a corresponding mobile data tariff.

### 7.3 Contract territory:

Porsche Sales & Marketplace 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.

### 7.4 Information about the ranking of products and recommendations:

Our app recommendations in the App Centre are updated regularly, at least every 4 weeks. Our recommendations can be randomly selected to show you as many different apps as possible from the App Centre offering, or they can be based on paid partnerships with our partners. Sponsored recommendations are marked as such.

For search queries in the App Centre, both individual apps and matching apps from predefined app categories are displayed (for example, 'Music', 'Gaming', etc.). The search is based solely on the wording of the search term entered and the results are displayed in alphabetical order.

## 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:

Porsche Sales & Marketplace 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 EU eCall. In emergencies, you should use the EU eCall in your vehicle to contact the responsible emergency call centre or, in an emergency, a corresponding emergency call is automatically triggered via the EU 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 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

##### 18.1.2.3

The Porsche support instance can request external support, e.g. breakdown assistance or towing of 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, subject to your prior consent, forward the car data to a Porsche Centre.

### 18.1.3

Any services provided by the Porsche Support instance after the breakdown call require a separate contract, which could result in additional costs. You can find more information about the Porsche Support instance and in particular about the service components covered by contacting your Porsche Centre or by inquiring with your support service provider "AXA Assistance Deutschland GmbH/Inter Partner Assistance SA". The Porsche Support instance can determine the Porsche Support instance status of your vehicle.

### 18.1.4

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

### 18.1.5

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.

### 18.2.2

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 Smart Service

### 19.1 Description:

The "Smart Service" service informs you about individual maintenance and repair requirements for selected vehicle components through messages and status displays in your PCM, in the My Porsche portal and in the My Porsche app. It is a prediction, especially in terms of the chassis, drive and batteries, and is based on ongoing evaluations of your car data. We endeavour (i) to make the prediction more precise over time, particularly by optimising the prediction models and/or the composition of the car data used and/or (ii) to expand the scope of the maintenance and repair needs covered and/or (iii) to expand this scope to other vehicle components. The corresponding car data is automatically transmitted to Porsche's systems and your Porsche Centre can retrieve this data if required. Based on this car data, your Porsche Centre can proactively contact you via the channel you have chosen.

### 19.2 Use restrictions:

The functionality of the service is limited exclusively to original Porsche vehicle components.

### 19.3 Contract territory:

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

## 20 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.

### 20.1 Description:

#### 20.1.1

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

#### 20.1.2

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

#### 20.1.3

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.

### 20.1.4

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).

### 20.1.5

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

### 20.2 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.

## 21 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.

### 21.1 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.

### 21.2 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.

## 22 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.

## 23 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.

Porsche Sales & Marketplace 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 PSM 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 PSM 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 Porsche Sales & Marketplace 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, Porsche Sales & Marketplace will obtain the appropriate consent. Further information can be found in the data privacy policy at <https://connect-store.porsche.com/rs/en/t/privacy>.

## 24 Right of withdrawal for customers

If a customer is a consumer within the meaning of Article 13 of the German Civil Code (BGB), the customer has a 14-day right of cancellation when a contract is concluded. Consumers according to Article 13 of the BGB are any natural persons who conclude a legal transaction for purposes that can be attributed predominantly neither to their business activities nor their independent professional activities. In the following, the term "contract" 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 14 days without specifying a reason.

The cancellation period is fourteen days from the day on which Porsche Connect is made available to you for use (day of activation).

To exercise your right of cancellation, you are required to inform us of this (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - Postfach 41 42, 73744 Ostfildern, Germany, telephone number: + 381 (11) 4223009, email address: [smartmobility@rs.porsche.com](mailto:smartmobility@rs.porsche.com)) 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 14 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 - c/o Porsche Sales & Marketplace GmbH - Postfach 41 42, 73744 Ostfildern, Germany, email address: [smartmobility@rs.porsche.com](mailto:smartmobility@rs.porsche.com):

- 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.*