



PORSCHE

Porsche Cars Australia Pty Ltd.

Terms of Use for the Porsche Connect Service "Navigation & Infotainment Package"

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

These Terms of Use are issued by Porsche Cars Australia Pty Ltd ("Porsche", "we", "us" and "our").

"Navigation & Infotainment Package"

The "Navigation & Infotainment Package" includes –dependent on the equipment of your vehicle and the geographic availability – 6 service components described hereafter or less. The current geographic availability can be found in the Porsche Connect Store at <https://connect-store.porsche.com/au/en/>.

Term: 1 year

Inclusive term: In case of the purchase of a new connectable vehicle including the option "Connect Plus", the "Navigation & Infotainment Package" can be booked free of charge for a term of 1 year.

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

The following service packages apply:

1. Finder

Services: With the service package component "Finder", you can find many addresses or points-of-interest (eg, charging stations, gas stations, restaurants, hotels and parking possibilities) using a system-defined internet search engine. Partly, the search results may include in addition further information like phone numbers, opening hours, fuel prices,

parking prices or ratings by other internet users. Also on My Porsche Store and the Porsche Connect App, POIs can be searched, saved, managed and sent to the PCM.

2. Voice Pilot

Services: With the service package component "Voice Pilot", several functions of the PCM and of other service package components can be operated by voice control. Additionally, SMS and E-Mail messages can be drafted via voice entry in the PCM and incoming messages can be played back via the voice output of the connectable vehicle. Furthermore, online media services can be controlled.

Restrictions of use: The speech recognition result will match the speech recognition request only for a portion of the requests and is limited to supported languages. For the service of drafting and playing SMS and E-Mail messages via the service "Voice Pilot", the SIM card inserted in the PCM or the mobile phone connected with the PCM requires a separately offered mobile service plan with a mobile service provider which allows sending and receiving SMS. The service is only available with phones supporting the SIM access profile standard.

3. Navigation Plus

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

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

The maps of the PCM navigation system can be updated via the internet. The PCM will indicate available updates. The PCM navigation system can display the map in satellite view. By a buffering of loaded map data of the current surroundings of the vehicle the display of the satellite view will be kept even if the internet connection is temporarily interrupted. The PCM navigation system can display street pictures of a selected destination where available.

4. Radio Plus

Services: The service package component "Radio Plus" will enable you to listen to available online streams of radio stations. When Radio Plus is enabled and the current FM or Digital Audio Broadcasting (DAB) radio station is no longer available, the PCM will switch seamlessly to the respective online stream of such radio station, if available. The service component also enables the PCM to display meta data about the songs you play.

Restrictions of use: The data connection for this service package component requires (a) inserting a SIM-card into the PCM or (b) a mobile phone connected with the PCM. For options (a) and (b) a separate contract with an internet data plan is required, which may accrue additional costs, including roaming costs for using the service abroad (see also above).

5. Weather

Services: The service package component "Weather" displays the current weather situation and the forecast for the next hours and days in the form of an infographic in the PCM. The forecast includes temperature, number of hours of sunshine, probability of rain, wind speed and weather warnings.

6. Risk Radar

Services: The service package component "Risk Radar" may display selected local traffic regulations in the form of traffic signs, eg, speed limitations, in an infographic in the PCM. It further displays available information on local hazards, eg, aquaplaning risk, where available in the form of an infographic in the PCM.

6. Data protection

To understand the way in which we collect, use and disclose your personal data in connection with the Service, please also see the Data Protection Notice – Navigation & Infotainment Services.

Further information concerning our collection, use and disclosure of your personal data, including the purposes for which we collect personal data, the third parties to whom we generally disclose personal data (including any overseas recipients), the main consequences for you if we do not collect your personal data, and how you may access and seek the correction of your personal data or make a privacy complaint, can be found in our Privacy Policy.

If you have any questions about our privacy practices, you may contact our Privacy Officer at privacy@porsche.com.au or using the details in our Privacy Policy.

In connection with the services, PCA and various third parties may be able to track and monitor the vehicle's location using the SIM and/or GPS functionality.

Unless otherwise stated, this tracking will start immediately and will be continuous and ongoing.

You consent to this tracking and warrant and must ensure that all drivers or users of the vehicle are aware of this location tracking and consent to it also. We rely on this consent for the purposes of provision of the services to you and any other driver or user of the vehicle.

We may use, disclose and process this location data (which may include personal data) for the purposes outlined in our Privacy Policy.



PORSCHE

Porsche Cars Australia Pty Ltd.

Terms of Use for the Porsche Connect Service "Car Remote Package"

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

These Terms of Use are issued by Porsche Cars Australia Pty Ltd ("Porsche", "we", "us" and "our").

"Car Remote Package"

The "Car Remote Package" includes - dependent on the geographic availability - the following 12 or less service components ("Service"). The current geographic availability can be found in the Porsche Connect Store at <https://connect-store.porsche.com/au/en/>. The connectivity necessary for the provision of the Service is established using an integrated SIM-card. The connectivity is an integrated element of the Service and is not charged separately.

Term: 1 year

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

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

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

1. Car Control

1.1 Service: You have the ability to remotely check your vehicle's status including information on: mileage, remaining range (fuel and electrical), service interval (main service and oil service interval), status (opened or closed) of doors, windows, hood, trunk and sunroof (if fitted), parking light status, vehicle time, tire pressure, time of last query.

1.2 Restrictions of use: The display of additional PHEV specific information (e.g. electrical range) is only available for such vehicles.

2. Trip Control

2.1 Service: You have the ability to remotely check the trip data of your vehicle. This includes: Travel time, mileage, average speed and average consumption (fuel and electrical) for all trip types (short, cyclic, long).

2.2 Restrictions of use: Retrievable information is only updated after the ignition status changes.

3. Horn & Blinker

3.1 Service: You have the ability to remotely trigger a short horn or blink of your vehicle. After the event, you will receive a confirmation message or a push notification.

3.2 Restrictions of use: The service will only be available when the vehicle is stationary and ignition and hazard lights are off. Further restrictions may apply depending on country-specific provisions.

4. Lock & Unlock

4.1 Service: You have the ability to remotely lock and unlock the doors and the trunk of your vehicle. After the event, you will receive a confirmation message or a push notification.

4.2 Restrictions of use: The service will only be available when the vehicle is stationary, the driver door is closed, ignition is off and the key is not in the ignition lock. Further restrictions may apply depending on country-specific provisions.

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

5. Carfinder

5.1 Service: You have the ability to remotely display the location and position of your vehicle. Furthermore, the current position of the used mobile device is displayed on a map. If no current position of the vehicle is available (eg, due to underground parking), the last stored GPS position will be used. You can disable the transmission of any data by activating the privacy mode.

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

6. Pre-heater

6.1 Service: You have the ability to remotely check the status, activate, deactivate and program a timer for the auxiliary heater (if fitted in the vehicle). Before executing the function, you must accept a legal disclaimer. You will receive a confirmation message and a push notification on your mobile device, once an activated pre-heating timer has passed off.

6.2 Restrictions of use: The service is only available for combustion engine vehicles fitted with an auxiliary heater. The service will only be available when the vehicle is stationary, however the ignition may be switched on. Further restrictions may apply depending on country-specific provisions.

7. E-Control

7.1 Service: You have the ability to remotely check the status of your PHEV as follows and start or stop the charging process. You can check the plug status, the remaining charging time and the current electric range. The electric range is displayed by a circle on the map. Furthermore, you have the ability to remotely optimise the charging process of the high-voltage battery of your PHEV for a specific departure time. You can set departure timers and will receive a confirmation message or a push notification in case of any events (eg, charging externally interrupted) and once an activated e-timer has passed off.

7.2 Restrictions of use: The display of PHEV specific information (eg, electrical range) is only available for such vehicles. The circle indicating the range in the map is schematic only. Actual road distances are not reflected in the range map. Therefore, locations may in reality be beyond the electric range even if they are displayed within the circle indicating the electric range.

8. Climate

8.1 Service: You have the ability to remotely check the status of and activate or deactivate the remote heating and/or air conditioning. Once successfully activated or deactivated the remote heating and/or air conditioning, you will receive a confirmation message or a push notification. Furthermore, you have the ability to remotely program the climate timer for remote heating or air conditioning. Once successfully set, you will receive a confirmation message and a push notification on your mobile device, once an activated climate timer has passed off.

8.2 Restrictions of use: The display of PHEV specific information is only available for such vehicles.

9. Car Alarm

9.1 Service: You will receive a message or push notification when the vehicle's anti-theft alarm is triggered. The message contains information about the alarm triggered and a time stamp. In comparison to the "Car Security Package", third parties will not be informed about the alarm triggered.

9.2 Restrictions of use: The service can only trigger a message or push notification if the vehicle can establish a connection to the internet. In case the vehicle alarm device is triggered but the vehicle control unit does not have an internet connection (eg, due to underground parking), the message or push notification will be sent as soon as a connection is available.

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

10. Location Alarm

10.1 Service: You have the ability to remotely define a circular geographic area. You will be notified in case the vehicle leaves or enters this area. You can manage up to four areas simultaneously. In case of any event (leaving or entering an area) you will receive a message or push notification including a

map indicating the location where the event took place.

10.2 Restrictions of use: The service will only trigger a notification when the ignition is turned on and wheel movement is detected.

11. Speed Alarm

11.1 Service: You have the ability to remotely define a speed value. You will be notified in case the vehicle's speed exceeds the speed value set. You can manage up to four speed values. In case of any event (vehicle exceeds a speed value set) you will receive a message or a push notification including a map indicating the location where the event took place.

11.2 Restrictions of use: The service will only trigger a push notification when the ignition is turned on and wheel movement is identified.

12. Valet Alarm

12.1 Service: You have the ability to remotely activate or deactivate the Valet Alarm (combination of Location Alarm and Speed Alarm) with pre-set settings (eg, Radius: 1km, Speed 50km/h) regarding the geographic area and speed value. You will be notified in case the vehicle leaves or enters the area or exceeds the speed value.

12.2 Restrictions of use: The service will only trigger a push notification when the ignition is turned on and wheel movement is identified. This service is only available via My Porsche App.

13. Data Protection

13.1 To understand the way in which we collect, use and disclose your personal data in connection with the Car Remote Package, please also see the Data Protection Notice – Car Remote Services.

13.2 Further information concerning our collection, use and disclosure of your personal data, including the purposes for which we collect personal data, the third parties to whom we generally disclose personal data (including any overseas recipients), the main consequences for you if we do not collect your personal data, and how you may access and seek the correction of your personal data or make a privacy complaint, can be found in our Privacy Policy.

13.3 If you have any questions about our privacy practices, you may contact our Privacy Officer at privacy@porsche.com.au or using the details in our Privacy Policy.

13.4 As further outlined in this document, Porsche and various third parties may be able to track and monitor the vehicle's location using the SIM and/or GPS functionality.

13.5 Unless otherwise stated, this tracking will start immediately and will be continuous and ongoing.

13.6 You consent to this tracking and warrant and must ensure that all drivers or users of the vehicle are aware of this location tracking and consent to it also. We rely on this consent for the purposes of provision of the services to you and any other driver or user of the vehicle.

13.7 We may use, disclose and process this location data (which may include personal data) for the purposes outlined in this document and our Privacy Policy.

13.8 As further outlined in this document, Porsche and various third parties may be able to track and monitor the vehicle's location using the SIM and/or GPS functionality.

13.9 Unless otherwise stated, this tracking will start immediately and will be continuous and ongoing.

13.10 You consent to this tracking and warrant and must ensure that all drivers or users of the vehicle are aware of this location tracking and consent to it also. We rely on this consent for the purposes of provision of the services to you and any other driver or user of the vehicle.

13.11 We may use, disclose and process this location data (which may include personal data) for the purposes outlined in this document and our Privacy



Porsche Sales & Marketplace GmbH

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

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

These Terms of Use are issued by Porsche Cars Australia Pty Ltd ("Porsche", "we", "us" and "our").

"Breakdown Call"

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

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

Term: 10 years

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

1. Detailed Description of Service

1.1 You can trigger the Service either from the Porsche Communication Management of a connectable vehicle ("PCM") or via the My Porsche App. Once triggered, a voice and data connection from the vehicle will automatically be established to the Porsche Assistance in the country selected by you in My Porsche. The data forwarded from the vehicle to the Porsche Assistance may include information such as the vehicle model, production year and optional equipment, vehicle position, occurrence of an accident, number of people in the car, tank level, tire pressure and remaining fuel range ("Vehicle Data"). The Vehicle Data we collect will include personal 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,

1.2 During the voice connection, the Porsche Support instance employee will ask you questions to further assess your breakdown situation. Depending on the particular breakdown situation, the Porsche Support instance can offer you various help options as follows:

- 1.) Porsche Support instance employees can give advice on how to proceed (such as "Please add oil at the nearest petrol station"); and/or
- 2.) The Porsche Support instance can analyse the received car data in more detail and try to identify the problem. The findings gathered can be passed on to the respective Porsche Centre, which enables them to prepare for the

vehicle's visit to the workshop or to initiate further measures. 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.) Porsche Support instance employees can request external support, such as: breakdown assistance or towing the non-functional vehicle. Your call will not be forwarded to other service providers. If your vehicle needs to be repaired, the Porsche Support instance can forward the Vehicle Data to a Porsche Centre, subject to your prior consent.

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.

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

1.5 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.

2. Restrictions of Use and System Limitations

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

are operational. Therefore, not all functions of the Service are available at all times and everywhere, and it cannot be guaranteed that all functions of the Service can be used anytime and anywhere.

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

4. Data protection

4.1 To understand the way in which we collect, use and disclose your personal data in connection with the Service, please also see the Data Protection Notice – Breakdown Call Services.

4.2 Further information concerning our collection, use and disclosure of your personal data, including the purposes for which we collect personal data, the third parties to whom we generally disclose personal data (including any overseas recipients), the main consequences for you if we do not collect your personal data, and how you may access and seek the correction of your personal data or make a privacy complaint, can be found in our Privacy Policy.

4.3 If you have any questions about our privacy practices, you may contact our Privacy Officer at privacy@porsche.com.au or using the details in our Privacy Policy.

4.4 As further outlined in this document, Porsche and various third parties may be able to track and monitor the vehicle's location using the SIM and/or GPS functionality.

4.5 Unless otherwise stated, this tracking will start immediately and will be continuous and ongoing.

4.6 You consent to this tracking and warrant and must ensure that all drivers or users of the vehicle are aware of this location tracking and consent to it also. We rely on this consent for the purposes of provision of the services to you and any other driver or user of the vehicle.

4.7 We may use, disclose and process this location data (which may include personal data) for the purposes outlined in this document and our Privacy Policy.



PORSCHE CARS AUSTRALIA PTY LTD

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

IMPORTANT INFORMATION

- 1. Vehicle tracking:** PCA and various third parties may be able to track and monitor the vehicle's location using the SIM and/or GPS functionality. You consent to this tracking and warrant and must ensure that all drivers or users of the vehicle are aware of this location tracking and consent to it also. For further information see below under the heading "Vehicle Tracking".
- 2. Limitation of liability:** PCA excludes all warranties, conditions, guarantees, terms, representations and undertakings, other than as expressly set out in the T&C or these ToU Porsche Connect. For further information see below under the heading "Limitation of Liability".

Porsche Cars Australia Pty Ltd (ACN 004 327 048) of 109-111 Victoria Parade, Collingwood VIC 3066, Australia (**PCA**) operates under www.porsche.com.au and various online marketplace functionalities (**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, PCA 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 the Marketplace (incl. the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Smart Mobility Products (**Terms and Conditions**) apply. The current version of the Terms and Conditions can be accessed, downloaded and printed at any time at <https://connectstore.porsche.com/au/en/t/termsandconditions>.

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

Any terms defined in the Terms and Conditions shall have the same meaning in these Terms of Use for Porsche Connect. This shall in particular apply to the following terms:

- Customer: defined in section 1.3 of the Terms and Conditions;
- Porsche Connect Store and Porsche Connect Services: defined in section 3.1.1 of the Terms and Conditions;
- PCA Customer: defined in section 3.1.2 of the Terms and Conditions.

"Porsche Connect"

Porsche Connect is exclusively available for the following vehicle models:

- Taycan (from model year 2021)
- Cayenne (from model year 2022)
- 911 (from model year 2022)
- Panamera (from model year 2022)

For Taycan model year 2021 a software update in the workshop is required to use certain services, in particular the Charging

Planner. Model year 2022 vehicles also require a software update in the workshop, to enable use of Spotify (media streaming service function). Contact your dealer for further information.

Porsche Connect includes – depending on the geographic availability – the services described below in these Terms of Use for Porsche Connect. The current geographic availability can be found in the Porsche Connect Store at <https://connectstore.porsche.com/au/en>.

Term: 1 month after free-of-charge inclusive period

Free-of-charge inclusive period: When buying a new connectable 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, the central control unit for audio, navigation and communication, of a connectable vehicle (**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 free-of-charge inclusive period as well as 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 Australia), connectivity may be established using a mobile phone with an appropriate mobile data plan. This requires a separate contract with a telecommunications service provider. Depending on the contract concluded with the telecommunications service 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 the telecommunications 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 also be searched, stored, managed and forwarded to the PCM and in the My Porsche App.

2. Navigation Plus

Description: With the service "Navigation Plus", the route calculation of the PCM in the vehicle is supplemented by online services. The online route description "remembers" your habits and suggests routes and destinations. The PCM's navigation system uses current GPS and traffic data to optimize the route to the entered destination to the minute. In the map view, the roads are marked in 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.

3. Radio Plus

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.

3.1 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.

4. News

4.1 Description: The service allows to call up the latest news by subscribing to RSS feeds directly in the PCM. Via keyword search, the subscribed channels may be browsed for information on preferred topics or keywords.

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

5. Weather

Description: The service "Weather" displays the current weather situation and the forecast for the following hours and days for the current position, the activated destination as well as any stored favourites. The forecast comprises for example temperature, number of hours of sunshine, probability of rain, wind speed and air quality.

6. 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 status (opened or closed) of doors, windows, hood, trunk and sunroof (if fitted), the display of service intervals or the mileage.

7. Trip Control

7.1 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).

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

8. Horn & Flash

8.1 Services: You have the option to briefly activate the horn or the indicators of your vehicle remotely. You receive a confirmation message or a push notification after the process.

8.2 Restrictions of use: This service is only available if the vehicle is stationary and the ignition and the hazard lights are switched off.

9. Lock & Unlock

9.1 Services: You have the option to remotely lock and unlock the doors and the trunk of your vehicle. You receive a confirmation message or a push notification after the process.

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

10. Car Finder

10.1 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.

10.2 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.

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

11.1 Services: You can remotely check the status of your vehicle and start or stop the charging process as follows. You can check the connection status, the remaining charging time and the current electric range. The electric range is indicated by a circle on the map. You also have the option of 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.

11.2 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.

12. Climate (only available for electric and hybrid vehicles)

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

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

13. Car Alarm

13.1 Services: You receive a message or a push notification when the anti-theft alarm of your vehicle is triggered. The message provides information on the triggered alarm and a timestamp.

13.2 Restrictions of use: This service can 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. If the vehicle is set to privacy mode, no message is sent in case of an alarm.

14. Location Alarm

14.1 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.

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

15. Speed Alarm

15.1 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.

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

16. Valet Alarm

16.1 Services: You can activate or deactivate the Valet Alarm (a combination of Location Alarm and Speed Alarm) remotely with pre-setting's 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.

16.2 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.

17. Calendar

17.1 Description: The service "Calendar" allows third-party calendars available online to be directly linked to the PCM. 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 Bluetooth¹.

17.2 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.

18 Charging Planner (only available for electric vehicles in following countries: Australia, Austria, Belgium, Canada, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Ireland, Italy, Latvia, Malaysia, Mexico, Netherlands, New Zealand, Norway, Poland, Romania, Singapore, Slovakia, Spain, Sweden, Switzerland, United Kingdom, USA.

18.1 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.

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

19. Media Streaming

19.1 Description: The music streaming (Apple Music²), podcasts (Apple Podcasts[®]) and Spotify offer direct and personalised access to the linked customer's media library and the functionalities of the respective third-party music streaming as well as podcast provider, as supported in the vehicle. Following the initial set-up, the PCA Customer no longer requires a smartphone for its use and can use the service with his/her Porsche ID in all supported vehicles. Moreover, the services can also be used in guest mode, but only if third-party provider accounts are linked. For selected providers, exclusive functions, such as the direct saving of radio titles to the customer-specific media library are available.

19.2 Restrictions of use: 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.

19.3 Requirements: In order to use the contents of the service Music Streaming, the PCA Customer must have an account as well as an active subscription of the Service Package.

¹ The Bluetooth[®] word mark and logos are registered trademarks owned by Bluetooth SIG, Inc. and any use of such marks by Apple is under license.

² Apple Music[®] and Apple Podcasts[®] are registered trademarks of Apple Inc.

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 personalised manner, the PCA Customer must link his/her third-party account to the Porsche account once.

20 Good to know – Driver's Manual Plus

20.1 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.

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

21. In-Car Video

21.1 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.

21.2 Restrictions of use: While driving, videos can only be viewed on the front passenger display (depending on equipment). In-car video can only be used 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.

Data Protection

By activating any of the services, you acknowledge and agree that your personal information is being collected by PCA for the primary purpose of providing the services to you.

To understand the way in which we collect, use and disclose your personal data in connection with the Service Package, please also see the relevant Data Protection Notice in relation to each service as well as clause 3.10 (*Data Protection*) and clause 3.11 (*Use of Data*) of the Terms and Conditions.

We will collect, hold, use and disclose your personal information in accordance with our Privacy Policy <https://www.porsche.com/australia/privacy-policy/> which contains information about how you can access the personal information that we hold about you, how you can seek to correct it and how to complain about a suspected breach of your privacy or about how we have handled your personal information.

For more information about data protection in Porsche Connect, please also refer to our General Privacy Policy at <https://connect-store.porsche.com/au/en/t/privacy>, the Specific Privacy Policy Porsche Sales & Marketplace Websites at <https://connect-store.porsche.com/au/en/t/privacy>, the Specific Data Privacy Policy Porsche Connect Services at <https://connect-store.porsche.com/au/en/t/privacy>.

If you have any questions about our privacy practices, you may contact our Privacy Officer at privacy@porsche.com.au or using the details in our Privacy Policy.

Vehicle Tracking

As further outlined in this document, PCA and various third parties may be able to track and monitor the vehicle's location using the SIM and/or GPS functionality.

Unless otherwise stated, this tracking will start immediately and will be continuous and ongoing.

You consent to this tracking and warrant and must ensure that all drivers or users of the vehicle are aware of this location tracking and consent to it also. We rely on this consent for the purposes of provision of the services to you and any other driver or user of the vehicle.

We may use, disclose and process this location data (which may include personal data) for the purposes outlined in the relevant Data Protection Notice, the Terms and Conditions, these ToU Porsche Connect and our Privacy Policy.

Limitation of Liability

To the full extent permitted by law, subject to clause 3.9.4 of the Terms and Conditions and except for those warranties, representations or guarantees contained or referred to in the Australian Consumer Law, or that may not otherwise be legally excluded, PCA excludes all warranties, conditions, guarantees, terms, representations and undertakings, other than as expressly set out in the Terms and Conditions or these ToU Porsche Connect, whether express, implied, verbal, statutory or otherwise, and whether arising under the Terms and Conditions, these ToU Porsche Connect or otherwise, including, without limitation, the implied warranties of acceptable quality, merchantability, non-infringement and fitness for a particular purpose.



PORSCHE CARS AUSTRALIA PTY LTD

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

IMPORTANT INFORMATION

1. Vehicle tracking: PCA and various third parties may be able to track and monitor the vehicle's location using the SIM and/or GPS functionality. You consent to this tracking and warrant and must ensure that all drivers or users of the vehicle are aware of this location tracking and consent to it also. For further information see clause 6 (Vehicle Tracking).

2. Limitation of liability: PCA excludes all warranties, conditions, guarantees, terms, representations and undertakings, other than as expressly set out in the T&C or these ToU Porsche Connect Care. For further information see clause 7 (Limitation of Liability).

Porsche Cars Australia Pty Ltd (ACN 004 327 048) of 109-111 Victoria Parade, Collingwood 3066 Victoria, Australia (hereafter referred to as **PCA**, **Porsche Cars Australia** or **We**) operates under www.porsche.com.au (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, PCA 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/au/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 (from model year 2022)
- Cayenne (from model year 2022)
- 911 (from model year 2022)
- Panamera (from model year 2022)

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/au/en>. You will also find the respective geographical availability of the various functions of the Service Package in the following provisions of these ToU Porsche Connect Care.

Term: 10 years

Free Service Package: The Service Package can be booked free of charge for new connectable vehicles, including new connectable vehicles that have already been purchased.

Connectivity: The connectivity that is required to provide the Service Package is established by an embedded SIM card. The connectivity is an integral part of the Service Package 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 ("Service") has been triggered, the Service establishes a voice and data connection to the Porsche Support instance assigned to the vehicle and transmits your vehicle location and all relevant vehicle information to the Porsche Support instance. You can use this vehicle information to personally talk to employees at the Porsche Support instance.

The Service "Breakdown Call" is independent of contacting emergency services in Australia. In emergencies, please contact the responsible emergency call center in your jurisdiction.

1.1 Detailed description of the Service

1.1.1 You can activate the Service either via the Porsche Communication Management, the central control unit for audio, navigation and communication, of a connectable vehicle (hereinafter referred to as **PCM**) or via the My Porsche App. The Service can therefore be activated by every Primary and Secondary User, as well as by anyone who has access to the vehicle interior. After the Service has been triggered, a voice and data connection is automatically established from the vehicle to the assigned Porsche Support instance. The data sent by the vehicle to Porsche Support instance can include information such as the vehicle identification number (VIN), vehicle model, year of

production and optional equipment, vehicle location, occurrence of an accident, fuel level, tire pressure, remaining range with the available fuel, vehicle status and error messages (hereinafter referred to as **Vehicle Data**). The Porsche Support instance and/or a dialogue in the My Porsche App and/or in the vehicle infotainment system might ask you for your consent for calling up the vehicle identification number and/or other car data..

1.1.2 During the voice connection, the Porsche Support instance employee will ask you questions to further assess your breakdown situation. Depending on the particular breakdown situation, the Porsche Support instance can offer you various help options as follows:

- 1.) Porsche Support instance employees can give advice on how to proceed (such as "Please add oil at the nearest petrol station"); and/or
- 2.) The Porsche Support instance can analyse the received car data in more detail and try to identify the problem. The findings gathered can be passed on to the respective Porsche Centre, which enables them to prepare for the vehicle's visit to the workshop or to initiate further measures. 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 re-mote 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 at-tempt, so additional steps may be necessary; and/or
- 3.) Porsche Support instance employees can request external support, such as: breakdown assistance or towing the non-functional vehicle. Your call will not be forwarded to other service providers. If your vehicle needs to be repaired, the service center can forward the Vehicle Data to a Porsche Center, subject to your prior consent.

1.1.3 Any services provided by the Porsche Support instance after the breakdown call 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. PCA is not responsible for any access to or usage of these products or services.

1.1.5 Please note that the activating of the Service on your mobile device via the My Porsche App may, depending on the terms of the mobile phone contract, which you have concluded with a telecommunications provider as a third party, result in additional costs.

1.2 Restrictions on use and system restrictions

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

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

1.2.3 In the event of a troubleshooting via remote repair (see number 2.) of section 1.1.2 of these ToU Porsche Connect Care), the Porsche Support instance employee will carry out a verification of the identity of the caller in advance.

2. Smart Service

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

2.1 Restrictions on use and system restrictions

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

2.2 Contractual territory

The Service is available in specific countries only, in the following geographical areas (hereinafter referred to as **Contractual Area Smart Service**):

Andorra, Austria, Belgium, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Great Britain, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Australia, Canada, China, Hongkong, Japan, Malaysia, Mexico, New Zealand, Singapore, South Korea, Taiwan,

As of July 2021, the Contractual Area Smart Service is expected to be expanded to include:

Australia, Hong Kong, Malaysia, Mexico, New Zealand, Singapore, South Korea and Taiwan.

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 Dr. Ing. h.c. F. 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 Control.

3.2. 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 updates

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

4.1 Detailed description

Regularly performing the updates means that the vehicle always has the latest software version. The updates are carried out in a similar manner to the update processes that you already know from other media/devices. If an update is available for your vehicle, it will be downloaded in the background. Once successfully downloaded, the update will be available for you to install in your vehicle's PCM. To start the installation, you must carry out the steps listed in the PCM (e.g. park the vehicle, switch on the handbrake, etc.). The vehicle cannot be used while the update is being carried out. You will receive a message in the PCM

once the update has been successfully installed. You can deactivate and reactivate the Online Software Up-date service in the My Porsche portal at any time.

4.2 Use and system restrictions

The functions described in 4.1 can be accessed in the PCM at any time, provided that your vehicle has connectivity, 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. Usage 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 analyze such data.

PCA may use such data - potentially in an anonymized form - for (i) the purpose of managing and improving quality, safety and security of the Service Package and/or PCA Products (including Porsche vehicles), and (ii) for other commercial purposes. The usage of certain data for the purpose of managing and improving quality, safety and security of the Service Package and/or PCA 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 entities of the Porsche group and other third parties that are engaged by PCA or other entities of the Porsche group in this context and - to the extent such data is anonymized - to other third parties.

6. Data Protection

By activating any of the Services, you acknowledge and agree that your personal information is being collected by PCA for the primary purpose of providing the Services to you.

To understand the way in which we collect, use and disclose your personal data in connection with the Service Package, please also see the relevant Data Protection Notice in relation to the Services as well as clause 3.10 (*Data Protection*) and clause 3.11 (*Use of Data*) of the T&C.

We will collect, hold, use and disclose your personal information in accordance with our Privacy Policy <https://www.porsche.com/australia/privacy-policy/> which contains information about how you can access the personal information that we hold about you, how you can seek to correct it and how to complain about a suspected breach of your privacy or about how we have handled your personal information.

For more information about data protection in Porsche Connect, please also refer to our General Privacy Policy Porsche Digital Service Infrastructure and Porsche ID at <https://connect-store.porsche.com/au/en/t/privacy>, the Specific Privacy Policy Porsche Sales & Marketplace Websites at <https://connect-store.porsche.com/au/en/t/privacy>, the Specific Data Privacy Policy Porsche Connect Services at <https://connect-store.porsche.com/au/en/t/privacy>.

If you have any questions about our privacy practices, you may contact our Privacy Officer at privacy@porsche.com.au or using the details in our Privacy Policy.

7. Vehicle Tracking

PCA and various third parties may be able to track and monitor the vehicle's location using the SIM and/or GPS functionality.

Unless otherwise stated, this tracking will start immediately and will be continuous and ongoing.

You consent to this tracking and warrant and must ensure that all drivers or users of the vehicle are aware of this location tracking and consent to it also. We rely on this consent for the purposes of provision of the services to you and any other driver or user of the vehicle.

We may use, disclose and process this location data (which may include personal data) for the purposes outlined in the relevant Data Protection Notice, the T&C, these ToU Porsche Connect Care and our Privacy Policy.

8. Limitation of Liability

To the full extent permitted by law, subject to clause 3.9.4 of the T&C and except for those warranties, representations or guarantees contained or referred to in the Australian Consumer Law, or that may not otherwise be legally excluded, PCA excludes all warranties, conditions, guarantees, terms, representations and undertakings, other than as expressly set out in the T&C or these ToU Porsche Connect Care, whether express, implied, verbal, statutory or otherwise, and whether arising under the T&C, these ToU Porsche Connect Care or otherwise, including, without limitation, the implied warranties of acceptable quality, merchantability, non-infringement and fitness for a particular purpose.



PORSCHE CARS AUSTRALIA PTY LTD

Terms of Use

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

IMPORTANT INFORMATION

1. Vehicle tracking: PCA and various third parties may be able to track and monitor the vehicle's location using the SIM and/or GPS functionality. You consent to this tracking and warrant and must ensure that all drivers or users of the vehicle are aware of this location tracking and consent to it also. For further information see below under the heading "Vehicle Tracking".

2. Limitation of liability: PCA excludes all warranties, conditions, guarantees, terms, representations and undertakings, other than as expressly set out in the GTC (as defined below) or these ToU Porsche Connect. For further information see below under the heading "Limitation of Liability".

Porsche Cars Australia Pty Ltd (ACN 004 327 048) of 109-111 Victoria Parade, Collingwood VIC 3066, Australia (**PCA or we**) operates under www.porsche.com.au , (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. PCA 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-store2.porsche.com/au/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. These ToU Porsche Connect apply in addition to the GTC. Insofar as any provision of the GTC is in conflict with these ToU Porsche Connect, these 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;
- PCA 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-store2.porsche.com/au/en/t/countrySelector>.

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 contractual partner) for 4 years from the vehicle handover. More details can be found at <https://connect-store.porsche.com/au/en>. PCA 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, the central control unit for audio, navigation and communication, of a connectable vehicle (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 (with the exception of the "App Centre", "Online/Hybrid Radio" services and Internet access via Wi-Fi hotspot) is included in the price of the Service Package. For the services "App Centre", "Online/Hybrid Radio" and Internet access via Wi-Fi 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.

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 PCA 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:

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

8 Car Control

8.1 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.

8.2 Use restrictions:

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

9 Trip Control

9.1 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).

9.2 Use restrictions:

Retrievable information is only updated when the ignition status changes.

10 Horn & Indicator

10.1 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.

10.2 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.

11 Lock & Unlock

11.1 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.

11.2 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.

11.3 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.

12 Car Finder

12.1 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.

12.2 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.

13 E-Control

13.1 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 confir-

mation 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

14.1 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.

14.2 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.

15 Car Alarm

15.1 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.

15.2 Use restrictions:

This service can only send a message or a push notification if the vehicle is also 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.

15.3 Note:

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

16 Location Alarm

16.1 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.

16.2 Use restrictions:

This service will only send a message when the ignition is on and wheel movement is detected. If the vehicle is in privacy mode, location alarm will not be possible.

17 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.

17.1 Description:

17.1.1

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.

17.1.2

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:

17.1.2.1

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

17.1.2.2

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

17.1.2.3

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.

17.1.3

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 "[insert Australian

provider]". The Porsche Support instance can determine the Porsche Support instance status of your vehicle.

17.1.4

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

17.1.5

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.

17.2 Use restrictions:

17.2.1

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.

17.2.2

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.

17.2.3

In the event that a problem is to be solved by remote repair as per point 17.1.2.2 of these ToU Porsche Connect, the customer must give consent to the Porsche Support instance in advance.

18 Good to know – Driver's Manual

The "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 18.1.

18.1 Description:

18.1.1

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

18.1.2

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

18.1.3

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.

18.1.4

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).

18.1.5

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

18.2 Use restrictions:

The Driver's Manual content described in 18.1.1 is also available offline in PCM and the My Porsche App (download required). All other functions require a data connection.

19 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.

19.1 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.

19.2 Use restrictions:

The functions described in 19.1 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.

20 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.

21 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.

PCA and 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 their respective 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 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, PCA 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 or PCA will obtain the appropriate consent. Further information can be found in the data privacy policy at <https://connect-store2.porsche.com/au/en/t/privacy>.

22 Data Protection

By activating any of the Porsche Connect services, you acknowledge and agree that your personal information is being collected by PCA for the primary purpose of providing the Porsche Connect services to you.

To understand the way in which we collect, use and disclose your personal data in connection with the Porsche Connect services, please also see the relevant Data Protection Notice in relation to each service as well as clause 3.10 (*Data Protection*) and clause 3.11 (*Use of Data*) of the GTC.

We will collect, hold, use and disclose your personal information in accordance with our Privacy Policy <https://www.porsche.com/australia/privacy-policy/>, which contains information about how you can access the personal information that we hold about you, how you can seek to correct it and how to complain about a suspected breach of your privacy or about how we have handled your personal information.

For more information about data protection in Porsche Connect, please also refer to our General Privacy Policy at <https://connect-store.porsche.com/au/en/t/privacy> and the PCA Privacy Collection Notice and Privacy Policy <https://www.porsche.com/australia/privacy-policy/>.

If you have any questions about our privacy practices, you may contact our Privacy Officer at privacy@porsche.com.au or using the details in our Privacy Policy.

23 Vehicle Tracking

As further outlined in this document, PCA and various third parties may be able to track and monitor the vehicle's location using the SIM and/or GPS functionality.

Unless otherwise stated, this tracking will start immediately and will be continuous and ongoing.

You consent to this tracking and warrant and must ensure that all drivers or users of the vehicle are aware of this location tracking and consent to it also. We rely on this consent for the purposes of provision of the services to you and any other driver or user of the vehicle.

We may use, disclose and process this location data (which may include personal data) for the purposes outlined in the relevant Data Protection Notice, the GTC, these ToU Porsche Connect and our Privacy Policy.

24 Limitation of Liability

To the full extent permitted by law, subject to clause 3.9.4 of the GTC and except for those warranties, representations or guarantees contained or referred to in the Australian Consumer Law, or that may not otherwise be legally excluded, PCA excludes all warranties, conditions, guarantees, terms, representations and undertakings, other than as expressly set out in the GTC or these ToU Porsche Connect, whether express, implied, verbal, statutory or otherwise, and whether arising under the GTC, these

ToU Porsche Connect or otherwise, including, without limitation, the implied warranties of acceptable quality, merchantability, non-infringement and fitness for a particular purpose.