



PORSCHE

## PORSCHE SALES & MARKETPLACE GmbH

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

These Terms of Use govern the use of the Porsche Connect "Navigation & Infotainment Package". These Terms of Use apply in addition to the Terms 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.

#### "Navigation & Infotainment Package"

The "Navigation & Infotainment Package" includes - dependent on the equipment of your vehicle and the geographic availability - 18 package of services components described hereafter or less. The current geographic availability can be found in the Porsche Connect Store at <https://connect-store.porsche.com/nl/en/>

**Term:** 1 year

**Inclusive term:** In case of the purchase of a new Connect-able vehicle including the option "Connect Plus" or the purchase of a 718 model from May 2018 onwards including the option "Navigation incl. Porsche Connect", the "Navigation & Infotainment Package" can be booked free of charge for a term of 2 years.

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

**For models featuring Porsche Connect except the new Cayenne (MY 2018), the new Macan (MY 2018) and the new 911 (MY 2019) (more details on this model see below) the following applies:**

#### 1. Real Time Traffic Information

**Services:** The navigation system of the PCM is using current GPS data and data on volume of traffic to optimize the route to the entered destination by the minute. The volume of traffic

will additionally be highlighted in colours in the displayed map: going from green for low traffic, to yellow for slow moving traffic, to red for traffic jams.

#### 2. Online Map Update

**Services:** The maps of the PCM navigation system can be updated via the internet. The PCM will display available updates.

#### 3. Satellite Map

**Services:** The PCM navigation system can display the map in satellite view. By a buffering of loaded map data of the current surroundings of the vehicle the display of the satellite view will be kept even if the internet connection is temporarily interrupted. Vehicles up to model year 2019 may need an update in order to be able to use the service. For more information, please contact your Porsche partner.

#### 4. Online Search

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

#### 5. Parking Information

**Services:** With the "Parking Information" service package component, you will be displayed the nearest available parking possibilities of integrated commercial parking facilities and car parks (including parking fees and opening hours), reported by the operators, in the surroundings of the vehicle or at the navigation destination of the PCM navigation system. The located parking possibility can be selected for the PCM navigation system as navigation destination.

#### 6. Fuel Prices

**Services:** With the service package component "Fuel Prices", participating gas stations in the surrounding of the vehicle, on the route to or at the navigation destination of the PCM navigation system will be displayed suitable to the type of fuel of the respective Connect-able vehicle. The results list can be sorted by distance or most favourable price reported by the gas station operator or other users. Via free text search also a specific brand can be searched purposefully. Found gas stations can be selected as navigation destination of the PCM navigation system.

## 7. E-Charging

**Services:** With the service package component "E-Charging", participating E-Charging stations in the surrounding of the vehicle, on the route to or at the navigation destination of the PCM navigation system will be displayed. The results list can be sorted by distance or most favourable price reported by the E-charging operator or other users. Via free text search also stations of a particular power supplier can be searched purposefully. Found E-Charging stations can be selected as navigation destination on the PCM navigation system. In order to ensure the necessary data validity in our E-Charging directory and/or the reliability of the charging process at the respective E-Charging, charging data is collected anonymously and used for appropriate corrections and/or additions to the E-Charging directory.

## 8. News

8.1 **Services:** News services that are available via the Internet using RSS feeds can be called up in the vehicle via PCM and read out using the voice function.

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

## 9. Message Dictation

9.1 **Services:** With the service package component "Message Dictation" SMS messages can be drafted via voice entry in the PCM and incoming messages can be played back via the voice output of the Connect-able vehicle.

9.2 **Restrictions of use:** The SIM card inserted in the PCM or the mobile phone connected with the PCM requires a separately offered mobile service plan with a mobile service provider which allows sending and receiving SMS.

## 10. Weather

**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.

## 11. Gracenote Online

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

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

### 1. Finder

**Services:** With the service package component "Finder", you can find addresses or points-of-interest (e.g. charging stations, gas stations, restaurants, hotels and parking possibilities) using a system-defined internet search engine. Partly, the search results include in addition further information like phone numbers, opening hours, fuel prices, parking prices or ratings by other internet users. Also on My Porsche Portal and the My Porsche App, POIs can be searched, saved, managed and sent to the PCM.

### 2. Voice Pilot

2.1 **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. Through online speech recognition, natural language can be supported. 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 Connect-able vehicle. Furthermore, online media services can be controlled.

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

The maps of the PCM navigation system can be updated via the internet. The PCM will indicate available updates.

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

### 4. Radio Plus

4.1 **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.

4.2 **Restrictions of use:** The data connection for this service package component requires (a) the purchase of the Porsche Connect Service "Data Package" (available separately in selected countries) or (b) inserting a SIM-card into the PCM or (c) a mobile phone connected with the PCM. For options (b) and (c) a separate contract with an internet data plan is required, which may accrue additional costs, including roaming costs for using the service abroad (see also above).

### 5. News

**Services:** News services that are available via the Internet using RSS feeds can be called up in the vehicle via PCM and read out using the voice function.

### 6. Weather

**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.

### 7. Risk Radar

**Services:** The service package component “Risk Radar” displays selected local traffic regulations in the form of traffic signs, e.g. speed limitations, in an infographic in the PCM. It further displays available information on local hazards, e.g. aquaplaning risk, where available in the form of an infographic in the PCM.

### Right of withdrawal for consumers

If you are a consumer according to Sec. 6:230g of the Dutch Civil Code (“**Consumer**”), you have a right of withdrawal for a period of 14 days in case of the conclusion of the contract. In the following, the Consumer is instructed on his/her right of withdrawal:

#### Instructions on withdrawal

##### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 08000221542, e-mail address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### Effects of withdrawal

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

#### Model withdrawal form

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

- To Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, e-mail address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com):
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
- Ordered on(\*)/received on (\*),
- Name of consumer(s),
- Address of the consumer(s),
- Signature of the consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate



PORSCHE

## Porsche Sales & Marketplace GmbH

### Terms of Use for the Porsche Connect Service "Car Remote Package" (hereafter referred to as **TU**)

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

#### Car Remote Package

The "Car Remote Package" includes - dependent on the geographic availability - 12 or less service components described hereafter. The current geographic availability can be found in the Porsche Connect Store at <https://connect-store.porsche.com/nl/en/>. The internet connection in the vehicle necessary for the use of the "Car Remote Package" is established using an integrated SIM-card, the use of such internet connection for this service is included in the price of this service.

**Term:** 1 year

**Inclusive term:** In case of the purchase of a new Connect-able 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 (hereafter 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 mobile service provider on an internet data plan is required, which may accrue 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.

**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.

#### 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. The component tire pressure will only be available from the first half of 2018 onwards.

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.

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

#### 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 (e.g. 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. The service Pre-heater will only be available from the second half of 2018 onwards.

- 6.2 **Restrictions of use:** The service is only available for combustion engine vehicles fitted with an auxiliary heater. The service will only be available when the vehicle is stationary, however the ignition may be switched on. Further restrictions may apply depending on country-specific 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 optimize the charging process of the high-voltage battery of your PHEV for a specific departure time. You can set departure timers and will receive a confirmation message or a push notification in case of any events (e.g. charging externally interrupted) and once an activated e-timer has passed off.

- 7.2 **Restrictions of use:** The display of PHEV specific information (e.g. 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 (e.g. 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 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 (e.g. Radius: 1 Km, Speed 50 Km/h) regarding the geographic area and speed value. You will be notified in case the vehicle leaves or enters the area or exceeds the speed value.

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

## Right of withdrawal for consumers

If you are a consumer according to Sec. 6:230g of the Dutch Civil Code ("**Consumer**"), you have a right of withdrawal for a period of 14 days in case of the conclusion of the contract. In the following, the Consumer is instructed on his/her right of withdrawal:

### Instructions on withdrawal

#### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 08000 221 542, e-mail address: smartmobility@nl.porsche.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

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

#### **Model withdrawal form**

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

- To Contact Porsche - c/o Porsche Sales & Marketplace GmbH  
- P.O. Box 41 42, 73744 Ostfildern, Germany, e-mail address:  
smartmobility@nl.porsche.com:
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our  
(\*) contract of sale of the following goods (\*)/for the provision  
of the following service (\*),
- Ordered on(\*)/received on (\*),
- Name of consumer(s),
- Address of the consumer(s),
- Signature of the consumer(s) (only if this form is notified on  
paper),
- Date

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



PORSCHE

## Porsche Sales & Marketplace GmbH

### Terms of Use for the Porsche Connect Service "Car Security Package" (hereafter referred to as **TU**)

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The "Car Security Package" is provided in cooperation with National Service Providers, which provide the Security Operation Centers (hereafter referred to as **SOC**).

#### **Security Operation Centre (24 hours) Telephone number +31 088 2020927**

National Service Provider:  
MPL Alarm & Communicatie Centrale  
Parmentierstraat 2  
3772 MS Barneveld  
The Netherlands

#### **"Car Security Package"**

Depending on geographic and technical availability, the 'Car Security Package' (hereinafter 'package') includes either the 'Porsche Vehicle Tracking System' (hereinafter PVTS) or the 'Porsche Vehicle Tracking System Plus' (hereinafter PVTS Plus). The current geographic availability can be found in the Porsche Connect Store at <https://connect-store.porsche.com/nl/en/>. The connectivity necessary for the provision of the Package is established using an integrated SIM-card. The connectivity is an integrated element of the Package and is not charged separately.

For the full use of the functionalities of the Package additional steps might be required, such as download and use of the My Porsche App which may be subject to other provisions and not provided by Porsche Sales & Marketplace.

**Term:** 1 year.

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

The functionalities may vary depending on a number of factors, including the model, production year, country of service, and availability of optional equipment (further information can be found on: <https://connect-store.porsche.com/nl/en/>).

#### **1. Territory**

Porsche Sales & Marketplace shall provide the Package to you in the following geographic territory (hereafter referred

to as **Territory**) in accordance to these TU: Andorra, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Great Britain, Northern Ireland, Greece, Hungary, Ireland, Italy (including San Marino, Vatican City), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Serbia, Slovakia, Slovenia, Spain (including Canary Islands), Sweden, Switzerland, Turkey, Ukraine.

#### **2. Service scope, functionalities**

2.1 The package relies on a mobile data network (e.g. GSM) / GPS-based system that can allow the SoC to locate the vehicle in the event of theft (see below for more details). In case a theft is recognized the PVTS or the PVTS Plus can report the position of the vehicle to the SOC.

2.2 The following activities may result in the PVTS or the PVTS Plus recognizing a theft:

- Unauthorized vehicle movement: The vehicle is moving/is moved (including slope) with the ignition switched off and/or, in case of a Driver Card, the vehicle is moving/is moved without the Driver Card;
- Manipulation: The PVTS or the PVTS Plus (including its hardware) is manipulated;
- Alarm: The alarm system is triggered and active for 15 seconds or longer.

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

2.3 A theft can also be manually reported by contacting the SOC via telephone or via the My Porsche App. The SOC may use security questions in order to verify the caller's identity or authorization.

2.4 If the SOC receives a theft notification the SOC will try to communicate with you using the contact information you have provided to Porsche Sales & Marketplace. The SOC may use security questions in order to verify your identity. After the theft of your vehicle has been confirmed by you, the SOC shall activate the theft mode.

2.5 Upon a theft of the vehicle, you remain responsible for notifying the public safety authorities as soon as reasonably possible that the vehicle has been stolen. In case you obtain

a reference number for the theft report from the public safety authorities you should provide the theft report reference number to the SOC without delay and the contact details (including address, phone number and the officer in charge of the theft investigation, if known) of the investigating public safety authorities. Thus, the SOC is generally able to contact the public safety authorities. By identification via the file number, the SOC may support the public safety authorities for seizing the vehicle. If requested, the SOC may forward the vehicle positioning data to the public safety authorities and triggers further functions and/or activities in the vehicle (e.g. prohibits engine restart), where applicable.

- 2.6 Porsche Sales & Marketplace cannot be held responsible for any acts or omissions of the public safety authorities.
- 2.7 To prevent any false theft notification to the SOC you are obliged to notify the SOC prior to any (i) transport of the vehicle (such as transport by ferry, trailer, train), (ii) maintenance at garage (such as inspection service, when the battery is disconnected), or (iii) in case of PVTs Plus if the vehicle is used without a valid Driver Card. You are obliged to notify the SOC (i) by calling the number indicated above, (ii) via the My Porsche portal or (iii) via the My Porsche App (your personal security code might be required). Further details – e.g. on the different modes the vehicle can be set to for transport, maintenance etc. – can be found in the user manual for the respective vehicle or the manual for the My Porsche App or here <https://connect-store.porsche.com/nl/en/>.
- 2.8 You are responsible for any false theft notification raised by you or any other person authorized by you and you have to bear the costs incurred by the SOC following a false alarm. Porsche Sales & Marketplace is entitled to charge you (in addition to the Package Fees) with these costs.
- 2.9 You shall report to Porsche Sales & Marketplace directly any change in name, address, telephone number, e-mail address or any other items submitted to Porsche Sales & Marketplace as set forth in No. 1.3 of the T&C. Porsche Sales & Marketplace shall not be liable for any adverse consequence due to failure to file such report.
3. **Updates:** During the service package availability period, which coincides with the term of the service package contract, we will provide you with updates to at least the extent required by law, unless otherwise agreed with you in accordance with the legal requirements.
4. **Limitation of liability and System Limitations**

For the avoidance of doubt, the provisions on limitation of liability according to No. 10 of the T&C shall apply.

  - 4.1 With regard to the functionalities of the Package you remain responsible that the hardware within the vehicle used for the Package is maintained and are in good conditions.
  - 4.2 The Package is provided by using a telematics unit installed in the vehicle that receives GPS satellite signals and communicates with the response centres using wireless communication systems and communication networks. Owing to the nature of the technologies used to provide the functionalities of the Package and comprised in the unit, the functionalities of the Package (or part of the Package) may from time to time not be available in all areas of the Territory and/or be adversely affected by physical features, including, without limitation, removal or manipulation of the unit or its antenna, electromagnetism, the vehicle being in a garage, in an underpass or in other places not covered by the GPS or wireless communication networks, atmospheric conditions and other causes of interference beyond our control (e.g.

failure of GPS or communication networks). In particular, the operation of the unit and, therefore, the provision of the functionalities of the Package in accordance with the TU depend upon the operation of the GPS, wireless and landline communication networks with which the unit operates, and these networks are not operational in all parts of the Territory. As a result, not all functionalities of the Package are available everywhere and at all times and there can be no guarantee that all functionalities of the Package are operational.

- 4.3 The Package does not provide any vehicle or other insurance. Please be informed that you may be legally required to take insurance; further it is your own responsibility to take additional insurance protection where you deem it reasonable. Any fees paid for the Package are not related to the value of the vehicle or any property in the vehicle or the cost of any injury or damages suffered by you or anyone else.

## 5. Right of withdrawal for consumers

If the Customer is a consumer according to Sec. 230g of book 6 of the Dutch Civil Code (BW), he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Sec. 230g of the Dutch Civil Code (BW) means every natural person who acts for purposes that are outside his/her trade, business or profession. In the following, the Customer is instructed on his/her right of withdrawal:

### Instructions on withdrawal

#### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 08000 221542, e-mail address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### Effects of withdrawal

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

### Model withdrawal form



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

- To Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, e-mail address: smartmobility@nl.porsche.com
  - I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
  - Ordered on(\*)/received on (\*),
  - Name of consumer(s),
  - Address of the consumer(s),
  - Signature of the consumer(s) (only if this form is notified on paper),
  - Date \_\_\_\_\_
- (\*) Delete as appropriate



**PORSCHE**

**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.

### "Breakdown Call"

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

The Service 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/nl/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 Connect-able 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 via the Porsche Communication Management of a vehicle with Connect capabilities (hereinafter **PCM**) or via the My Porsche app. Activation can therefore be carried out by any main- or secondary user, as well as by anyone who has access to the vehicle interior. After the service has been triggered, a voice and data connection is automatically established from the vehicle to the assigned Porsche Support instance. The data sent from the vehicle to the Porsche Support instance can contain information such as the vehicle identification number (Vehicle ID), vehicle model, year of production and special equipment, vehicle location, occurrence of an accident, fuel level, tyre pressure, remaining range with the available fuel, vehicle status and error messages (hereinafter car data). The Porsche Support instance and/or a dialogue in the My Porsche App and/or in the vehicle infotainment system might ask you for your consent for calling up the vehicle identification number and/or other car data.

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

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

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

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.

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

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.

## 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 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 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 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.
- 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.
- 2.3 In the event that a problem is to be solved by remote repair as per point 1.2 of these ToU, the customer must give consent to the Porsche Support instance in advance.

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

#### 4. Right of withdrawal for consumers

If you are a consumer according to Sec. 6:230g of the Dutch Civil Code ("Consumer"), you have a right of withdrawal for a period of 14 days in case of the conclusion of the contract. In the following, the Consumer is instructed on his/her right of withdrawal:

##### Instructions on withdrawal

###### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 08000221542, e-mail address: smartmobility@nl.porsche.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

###### Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the

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

##### Model withdrawal form

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

- To Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, e-mail address: smartmobility@nl.porsche.com
  - I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
  - Ordered on(\*)/received on (\*),
  - Name of consumer(s),
  - Address of the consumer(s),
  - Signature of the consumer(s) (only if this form is notified on paper),
  - Date \_\_\_\_\_
- (\*) Delete as appropriate



PORSCHE

PORSCHE SALES & MARKETPLACE GmbH  
Terms of Use  
for the Porsche Connect Service "Data Package Plus 7 GB"  
(hereafter referred to as "ToU Data Package Plus 7 GB")

## 1. General

Porsche Sales & Marketplace GmbH (formerly Porsche Smart Mobility GmbH), Porscheplatz 1, DE-70435 Stuttgart, Germany, HRB 730595, Local Court (Amtsgericht) Stuttgart (hereafter referred to as "Porsche Sales & Marketplace", "PSM" or "We"), operates under [www.porsche.com](http://www.porsche.com) (1) the My Porsche Portal and (2) various online market-place functionalities (hereafter referred to as "Marketplace") for the (i) sale of Porsche vehicles, parts, equipment and other vehicle related and vehicle independent products and (ii) provision of vehicle related and vehicle independent services. On the Marketplace, PSM also operates the Porsche Connect Store. For the use of the Marketplace including the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (incl. the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter referred to as "T&C") apply. The current version of the T&C can be accessed, downloaded and printed at any time at <https://connect-store.porsche.com/nl/en/t/termsandconditions>.

As of September 6, 2021, the user may also book a Data Package Plus 7 GB (hereafter referred to as "Data Package Plus 7 GB") with Porsche Sales & Marketplace in the Porsche Connect Store. These ToU Data Package Plus 7 GB govern the use of this Data Package Plus 7 GB and apply to the order, use and/or renewal of the Data Package Plus 7 GB. These ToU Data Package Plus 7 GB apply in addition to the T&C. Insofar as a provision of the T&C conflicts with these ToU Data Package Plus 7 GB, these ToU Data Package Plus 7 GB prevail.

Any terms defined in the T&C shall have the same meaning in these ToU Data Package Plus 7 GB. This shall in particular apply to the following terms:

- Customer: defined in section 1.3 of the T&C;
- Porsche Connect Store and Porsche Connect Services: defined in section 3.1.1 of the T&C;
- PSM Customer: defined in section 3.1.2 of the T&C.

## 2. Data Package Plus 7 GB

- 2.1 If you have bought a vehicle from the Taycan, 911, Cayenne, Panamera model ranges (up to and including model year 2021), or the Macan and 718 model ranges (all model years) (hereinafter referred to as the vehicle), that was manufactured by Porsche AG and that has an integrated SIM card, your vehicle is compatible with the data packages.
- 2.2 The Data Package Plus 7 GB can only be booked for Vehicles that have been produced for selected countries with a Wi-Fi hotspot offer.
- 2.3 In addition, you must be a resident of one of these countries and use a payment method registered there. Information on the current geographic availability can be found in the Porsche Connect Store at <https://connect-store.porsche.com/nl/en/>. Further restrictions may apply.
- 2.4 The Data Package Plus 7 GB connects (a) wireless LAN-compatible information devices and/or (b) the Porsche Communication Management (hereinafter referred to as "PCM") to the internet through the wireless communication function of the PCM. The estimated maximum download rate is 50 Mbit/s, the estimated maximum upload rate is 25 Mbit/s. The estimated download and upload speeds correspond to those advertised by Porsche Sales & Marketplace. The actually achievable speed depends on a number of factors, including the network load and the number of users of the Data Package Plus 7 GB (for possible restrictions on the availability of the data package Plus 7 GB, see section 2.8 of these ToU Data Packages Plus 7 GB). In the

event of significant deviations from the advertised speeds, the establishment of pages may be delayed or not possible, or the use of services may be limited or not possible.

- 2.5 A product information sheet, which is part of these ToU Data Package Plus 7 GB and which is also available on the Internet at <https://connect-store.porsche.com/nl/en/>, is attached to these ToU Data Packages Plus 7 GB as annex.
- 2.6 The Data Package Plus 7 GB does not include any emergency call functionality.
- 2.7 In these ToU Data Package Plus 7 GB, 1 GB stands for 1024 MB.
- 2.8 The Data Package Plus 7 GB is provided by means of an embedded SIM card installed in the Vehicle, which uses the communication networks GSM (hereinafter referred to as "2G"), UMTS (hereinafter referred to as "3G") and LTE (hereinafter referred to as "4G") (depending on the availability of these communication networks). As such, the Data Package Plus 7 GB is available within the service area of the 2G, 3G and 4G communication network. 2G, 3G and 4G communication networks are only available in areas with the required infrastructure. The Data Package Plus 7 GB is made available on a best effort basis. In other words, it is a service that may in particular be subject to possible speed reductions, depending on the condition of the communication equipment, the network availability and load and the environment, in which this Porsche Connect Service is used. In addition to the restrictions set forth in the below section 4 of these ToU Data Package Plus 7 GB, the provision of the Data Package Plus 7 GB may not be possible in all areas of the countries mentioned in section 2.14 of these ToU Data Package Plus 7 GB, or only to a limited extent, due to the nature of the technology used to provide the Porsche Connect Services.
- 2.9 In particular the following conditions may lead to a disruption of the use of the Data Package Plus 7 GB:
  - Manipulation or removal of the hardware (control unit, antenna)
  - No network available (e.g. underground parking, underpass, tunnel, mountains)
  - Network outage
  - Maintenance work and updates in the network
  - Weather conditions
  - Number of users in a radio cellIn addition, the usability of the Data Package Plus 7 GB may be temporarily or permanently restricted due to official or court orders. Therefore, the Data Package Plus 7 GB may according to these ToU Data Package Plus 7 GB not be available everywhere and at any time or only be available at a reduced speed.
- 2.10 In the case of significant discrepancy, continuous or regularly recurring, between the actual performance of the Data Package Plus 7 GB regarding speed or other quality of service parameters pursuant to Art. 4 para. 1 a) to d) of Regulation (EU) 2015/2120 and the performance indicated by Porsche Sales & Marketplace, you may file a complaint with Porsche Sales & Marketplace (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - GmbH P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 8000221542, email address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)). Furthermore, you may also make use of the dispute resolution procedure in front of the consumer arbitration board for telecommunications at the Authority Consumer & Market (ACM) (P.O. box 16326, 2500 BH Den Haag, the Netherlands). Further information on such dispute resolution procedure and its initiation are

available on the website of the ACM: <https://www.consuwizer.nl/uw-recht-halen>. In addition, you may file a civil court action to enforce claims that you as a customer are entitled to in the event of breach of contract (in particular termination, damages or a combination thereof).

2.11 If the communication network operators no longer operate the communication networks 2G, 3G and 4G, the operation of the Data Package Plus 7 GB will be stopped.

#### 2.12 Data connection included in other Porsche Connect Services

If you have booked another Porsche Connect Service (e.g., the service package "Porsche Connect"), which already includes the data connection required to use (certain parts of) such Porsche Connect Service (as indicated in the respective terms of use applicable to such Porsche Connect Service), the booking of a Data Package Plus 7 GB is not required to use such Porsche Connect Service, for which the data connection is already included, and such data connection is not subject to these ToU Data Package Plus 7 GB but subject to the terms of use applicable to the respective other Porsche Connect Service.

#### 2.13 Data Package Plus 7 GB

Contract term 1 month with subsequent automatic renewal of 1 month each

The Data Package Plus 7 GB has an initial contract term of one month (calculated from the day of activation) and cannot be booked again during the respective term.

The contract is automatically renewed after the initial contract term of one month by further 1-month periods (hereinafter the initial contract term and each subsequent 1-month period a "Contractual Period") upon respective activation of a new Data Package Plus 7 GB.

You may terminate the contract via the Porsche Connect Store (under "My Products") at least one day before the end of the respective Contractual Period term with effect as of the end of this Contractual Period. Alternatively, both parties may terminate the contract by written notice (text form sufficient) to the other party with a notice period of at least two weeks with effect as of the end of the respective Contractual Period. You can also cancel at [www.porsche.com](http://www.porsche.com) under "Cancel contracts here".

The Data Package Plus 7 GB provides a mobile data connection for wireless LAN-compatible information devices during the respective Contractual Period.

For each Contractual Period of one month, the Data Package Plus 7 GB has a total volume limit of 7 gigabytes (hereinafter referred to as the "7 GB Upper Limit"). After the 7 GB Upper Limit has been reached prior to the end of the respective Contractual Period, the data connection will be interrupted until the beginning of the next Contractual Period (no more data transfer possible via the Data package Plus 7 GB). All services or applications used via the Data Package Plus 7 GB count towards the data volume of the Data Package Plus 7 GB. Any data volume not used up within a given Contractual Period will not be carried over to the following Contractual Period but will be forfeited.

The Data Package Plus 7 GB is available for use by you immediately after the contract has been concluded (i.e. with confirmation of acceptance by email from Porsche Sales & Marketplace).

#### 2.14 Roaming

After the booking has been made, the Data Package Plus 7 GB includes without additional charges a data connection up to the 7 GB Upper Limit per Contractual Period in the following countries (in other countries, no data connection is available):

Albania, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Great Britain, Greece, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, San Marino, Netherlands, Norway, Poland, Portugal, Republic of Cyprus, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican state.

No additional fees are charged for data roaming in these countries and you can use the Data Package 7 GB in these countries with regard to the total GB available to you per Contractual Period as in your home country. However, please note that according to applicable law, there might be limitations on the use of the Data Package Plus 7 GB.

### 3. Your obligations

3.1 You may not allow third parties to use the Data Package Plus 7 GB, unless they are occupants of the Vehicle.

3.2 If an identifier, a password and/or other identifying information (hereafter collectively referred to as "Identifier") for the use of the Data Package Plus 7 GB is assigned, you shall control it (in particular, you must replace the preset Identifier with another Identifier that differs from the preset Identifier) and you shall be fully responsible for all actions performed using such an Identifier. Porsche Sales & Marketplace shall not be liable for any damage that you or third parties may suffer due to the use of your Identifier by third parties.

3.3 You are obliged to immediately inform Porsche Sales & Marketplace of any change in your name, address, telephone number, e-mail address and any other information that you have sent to Porsche Sales & Marketplace in accordance with section 2.1.4 of the T&C. Porsche Sales & Marketplace is not liable for negative consequences resulting from the fact that no corresponding notification has been made.

3.4 You shall provide, maintain and manage at your own responsibility and expense any device and other pieces of equipment, as well as other environmental conditions necessary for the use of the Data Package Plus 7 GB.

3.5 You may not use the Data Package Plus 7 GB in a manner that violates applicable laws. The information that can be acquired through the use of the Data Package Plus 7 GB contain items that are protected by copyrights or other property rights.

3.6 In cases where this is permitted under applicable law, Porsche Sales & Marketplace can block the use of the Data Package Plus 7 GB by you.

3.7 In case you should breach any of your obligations under the contract, Porsche Sales & Marketplace shall be entitled to its rights and remedies in accordance with applicable statutory law (in particular termination of the contract and/or compensation of damages, if applicable).

### 4. Restrictions of use as regards the Data Package Plus 7 GB

4.1 The use of the Data Package Plus 7 GB may, if permitted by applicable law, be restricted or interrupted in certain areas and at certain times based on decisions by authorities or courts, for technical reasons (e.g. the limitation/interruption of transmission due to atmospheric and similar conditions, malfunctions, maintenance and repair), to ensure the integrity of the network, the Porsche Connect Services provided via the network and the end device of the user, or due to force majeure. This also applies to limitations of third-party networks that Porsche Sales & Marketplace uses to provide the Data Package Plus 7 GB.

4.2 Further restrictions on the use of the Data Package Plus 7 GB are set forth in sections 2.8 and 2.9 of these ToU Data Package Plus 7 GB.

### 5. Price Information and Payment Terms

The current, complete and valid price list for the Data Package Plus 7 GB is available on the Internet at <https://connect-store.porsche.com/nl/en>. Corresponding price information can also be found in the product information sheet attached to these ToU Data Package Plus 7 GB.

The payment terms are described in the Porsche Connect Store.

### 6. Other information required by law

6.1 If you intend to initiate a dispute resolution procedure in accordance with the Dutch Telecommunications Act, the corresponding application must be submitted to the ACM (address: P.O. Box 16326, 2500 BH Den Haag, the Netherlands). Further information on the dispute resolution procedure can be found at: <https://www.consuwizer.nl/uw-recht-halen>.

6.2 Consumer information pursuant to the Dutch law on dispute resolution for consumers: With the exception of the cases mentioned in sections 0 and 6.1 of these ToU Data Package Plus 7 GB, Porsche Sales & Marketplace is neither willing nor obliged to participate in any dispute resolution proceedings before a consumer arbitration panel (*geschillencommissie*).

- 6.3 Customer service is available for the Data Package Plus 7 GB. Information on the customer service and the corresponding contact details can be found in section 3.13 of the T&C as well as on the Internet at <https://connect-store.porsche.com/nl/en>.
- 6.4 In order to safeguard against disruptions which materially impact the Services provided, including external attacks, and to control security risks with respect to the Services provided, Porsche Sales & Marketplace takes appropriate technical and administrative measures (e.g. firewalls, regular software-updates) with respect to the telecommunications and data processing systems operated for the provision of the Data Package Plus 7 GB. In case of breaches of security or integrity, or threats and vulnerabilities, Porsche Sales & Marketplace will minimize adverse effects (e.g. interruption, slowdown of the Service) without undue delay. As a result thereof, the loading of websites may be delayed or not possible and the usage of contents may be limited or not possible, respectively.
- 6.5 If the services are not available for more than 12 hours in a row, you have the right to receive compensation. The compensation is minimal a thirtieth part of the monthly tariff paid for the service that is interrupted or, if no fixed tariff applies, a minimum of € 0.50 per 24 hours applies. The minimum compensation is in all cases € 1.00.
- 6.6 A change of provider according is not possible due to the nature of the Data Package Plus 7 GB and its technical provision.

## 7. Right of Withdrawal for Consumers

If the Customer is a consumer pursuant to Sec. 6:230g of the Dutch Civil Code (*Burgerlijk Wetboek "BW"*), he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Sec. 6:230g BW means every natural person who acts for purposes that are outside his/her trade, business or profession. Hereafter, the term "contract" means the purchase of a Data Package Plus 7 GB. In the following, the Customer is instructed on his/her right of withdrawal:

### Instructions on withdrawal

#### Right of withdrawal

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

The withdrawal period will expire after 14 days from the day on which the Data Package Plus 7 GB is made available to you for use (activation day).

To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace GmbH P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 8000221542, email address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

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

#### Effects of withdrawal

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

### Model withdrawal form

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

- To Contact Porsche - c/o Porsche Sales & Marketplace GmbH, P.O. Box 41 42, 73744 Ostfildern, Germany, email address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)

- I/We (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*)
- Ordered on(\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if this form is notified on paper)
- Date

(\*) Delete as appropriate



## Data Package Plus 7 GB

Internet
  telephony
  TV

**PORSCHE**

On the market since September 6, 2021

The product **Data Package Plus 7 GB** is offered to you by Porsche Sales & Marketplace GmbH, Porscheplatz 1, DE-70435 Stuttgart, Germany. It includes a 7 GB data volume for each Contractual Period of one month for the Wi-Fi Hotspot in your Vehicle. Once the 7 GB Upper Limit is reached, the data connection is interrupted until the beginning of the next Contractual Period of one month. Details regarding the product can be derived from the service description, the price list, the T&C as well as the ToU Data Package Plus 7 GB.

Data transfer rates*	in the <b>download</b>	in the <b>upload</b>
Estimated maximum value:	50 Mbit/s	25 Mbit/s
Once <b>7 GB</b> are reached, the transfer rate is reduced to:	0 Mbit/s	0 Mbit/s
The use of the following services/applications is not counted towards the data volume: n/a		
* applicable to domestic data transfer		

### Additional product information

**Contractual Period:**

The Data Package Plus 7 GB has an initial contract term of one month.

Following the initial contract term of one month, the Data Package Plus 7 GB will renew automatically by further Contractual Periods of one month each.

You may terminate the Data Package Plus 7 GB via the Porsche Connect Store (under "My Products") at least one day before the end of the respective Contractual Period with effect as of the end of this Contractual Period. Alternatively, either contract party may terminate the Data Package Plus 7 GB by written notice (text form sufficient) to the respective other contract party with a notice period of at least two weeks with effect as of the end of the respective Contractual Period.

Price for the complete package (list price)	excl. hardware	incl. hardware	incl. premium hardware
per month	EUR 19 (gross, incl. VAT)	not available	not available

Porsche Sales & Marketplace GmbH – Porscheplatz 1, DE-70435 Stuttgart,  
Germany



Data Package Plus 7 GB

**Provider:** Porsche Sales & Marketplace GmbH Porscheplatz 1, 70435 Stuttgart, Germany

**For customer complaints:** Porsche Sales & Marketplace GmbH, Porsche Sales & Marketplace GmbH P.O. Box 41 42, 73744 Ostfildern, Germany, [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)

#### Contract summary

- This contract summary provides the main elements of this service offer as required by EU law <sup>(1)</sup>.
- It helps to make a comparison between service offers.
- Complete information about the service is provided in other documents.

#### Services

Mobile internet access service with 7 GB data volume per contract period (1 month) for use in Porsche vehicles of the Taycan, Cayenne, 992 and Panamera series (each as from model year 2022). After the included data volume has been used up, the data connection is interrupted until the respective next contract period begins.

In the EU member states and in specific other countries, the use of the service is possible without additional charges by way of roaming. A list of the countries can be found under section 2.14 of the **ToU Data Package Plus 7 GB**.

#### Speeds of the internet service and remedies

Estimated maximum download rate: 50 Mbit/s.

Estimated maximum upload rate: 25 Mbit/s.

In the case of significant discrepancy, continuous or regularly recurring, between the actual performance of the service regarding speed or other quality of service parameters and the performance indicated by Porsche Sales & Marketplace GmbH, there is the possibility to file a complaint with Porsche Sales & Marketplace GmbH. Furthermore, procedure in front of the Authority Consumer & Market (ACM) can be initiated (see: <https://www.consuwijzer.nl/uw-recht-halen>). In addition, a consumer shall in this case be entitled to terminate the contract ('opzeggen') free of charge with immediate effect. Also, a civil court action may be filed to enforce claims in the event of non-contractual performance (in particular termination, damages or a combination thereof).

#### Price

19 € (gross, incl. VAT) per contractual period (1 month). A current price list is available at <https://connect-store.porsche.com/nl/en>.

#### Duration, renewal and termination

The service has an initial contract term of one month. The contract is automatically renewed after the initial contract term by further contract periods of one month each. The contract may be terminated via the Porsche Connect Store at least 1 day before the end of the respective contractual period term with effect as of the end of this contractual period. Alternatively, the contract may also be terminated in text form with a notice period of at least 2 weeks with effect as of the end of the respective contractual period.

#### Features for end-users with disabilities

Not applicable.

#### Other relevant information

Change of provider and porting of phone number are not possible due to the technical characteristics of the service.

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<sup>1</sup> Article 102(3) of Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (OJ L 321, 17.12.2018, p. 36).



## PORSCHE SALES & MARKETPLACE GmbH

### Terms of Use

for the Porsche Connect Service "Data Package Plus 7 GB"  
(hereafter referred to as "**ToU Data Package Plus 7GB**")

#### 1. General

Porsche Sales & Marketplace GmbH (formerly Porsche Smart Mobility GmbH), Porscheplatz 1, DE-70435 Stuttgart, Germany, HRB 730595, Local Court (*Amtsgericht*) Stuttgart (hereafter referred to as "Porsche Sales & Marketplace", "PSM" or "We"), operates under [www.porsche.com](http://www.porsche.com) (1) the My Porsche Portal and (2) various online market-place functionalities (hereafter referred to as "Marketplace") for the (i) sale of Porsche vehicles, parts, equipment and other vehicle related and vehicle independent products and (ii) provision of vehicle related and vehicle independent services. On the Marketplace, PSM also operates the Porsche Connect Store. For the use of the Marketplace including the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (incl. the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter referred to as "T&C") apply. The current version of the T&C can be accessed, downloaded and printed at any time at <https://connect-store.porsche.com/nl/en/t/termsandconditions>.

As of September 6, 2021, the user may also book a Data Package Plus 7 GB (hereafter referred to as "Data Package Plus 7 GB") with Porsche Sales & Marketplace in the Porsche Connect Store. These ToU Data Package Plus 7 GB govern the use of this Data Package Plus 7 GB and apply to the order, use and/or renewal of the Data Package Plus 7 GB. These ToU Data Package Plus 7 GB apply in addition to the T&C. Insofar as a provision of the T&C conflicts with these ToU Data Package Plus 7 GB, these ToU Data Package Plus 7 GB prevail.

Any terms defined in the T&C shall have the same meaning in these ToU Data Package Plus 7 GB. This shall in particular apply to the following terms:

- Customer: defined in section 1.3 of the T&C;
- Porsche Connect Store and Porsche Connect Services: defined in section 3.1.1 of the T&C;
- PSM Customer: defined in section 3.1.2 of the T&C.

#### 2. Data Package Plus 7GB

- 2.1 If you have bought a vehicle of the Taycan, 992, Cayenne or Panamera series (each as from model year 2022) (hereafter referred to as the "Vehicle") that was manufactured by Porsche AG and that is equipped with an integrated SIM card, your Vehicle is compatible with the Data Package Plus 7 GB.
- 2.2 The Data Package Plus 7 GB can only be booked for Vehicles that have been produced for selected countries with a Wi-Fi hotspot offer.
- 2.3 In addition, you must be a resident of one of these countries and use a payment method registered there. Information on the current geographic availability can be found in the Porsche

Connect Store at <https://connect-store.porsche.com/nl/en>. Further restrictions may apply.

- 2.4 The Data Package Plus 7 GB connects (a) wireless LAN-compatible information devices and/or (b) the Porsche Communication Management (hereinafter referred to as "PCM") to the internet through the wireless communication function of the PCM. The estimated maximum download rate is 50 Mbit/s, the estimated maximum upload rate is 25 Mbit/s. The estimated download and upload speeds correspond to those advertised by Porsche Sales & Marketplace. The actually achievable speed depends on a number of factors, including the network load and the number of users of the Data Package Plus 7 GB (for possible restrictions on the availability of the data package Plus 7 GB, see section 2.8 of these ToU Data Packages Plus 7 GB). In the event of significant deviations from the advertised speeds, the establishment of pages may be delayed or not possible, or the use of services may be limited or not possible.
- 2.5 A product information sheet, which is part of these ToU Data Package Plus 7 GB and which is also available on the Internet at <https://connect-store.porsche.com/nl/en>, is attached to these ToU Data Packages Plus 7 GB as annex.
- 2.6 The Data Package Plus 7 GB does not include any emergency call functionality.
- 2.7 In these ToU Data Package Plus 7 GB, 1 GB stands for 1024 MB.
- 2.8 The Data Package Plus 7 GB is provided by means of an embedded SIM card installed in the Vehicle, which uses the communication networks GSM (hereinafter referred to as "2G"), UMTS (hereinafter referred to as "3G") and LTE (hereinafter referred to as "4G") (depending on the availability of these communication networks). As such, the Data Package Plus 7 GB is available within the service area of the 2G, 3G and 4G communication network. 2G, 3G and 4G communication networks are only available in areas with the required infrastructure. The Data Package Plus 7 GB is made available on a best effort basis. In other words, it is a service that may in particular be subject to possible speed reductions, depending on the condition of the communication equipment, the network availability and load and the environment, in which this Porsche Connect Service is used. In addition to the restrictions set forth in the below section 4 of these ToU Data Package Plus 7 GB, the provision of the Data Package Plus 7 GB may not be possible in all areas of the countries mentioned in section 2.14 of these ToU Data Package Plus 7 GB, or only to a limited extent, due to the nature of the technology used to provide the Porsche Connect Services.
- 2.9 In particular the following conditions may lead to a disruption of the use of the Data Package Plus 7 GB:

- Manipulation or removal of the hardware (control unit, antenna)
- No network available (e.g. underground parking, underpass, tunnel, mountains)
- Network outage
- Maintenance work and updates in the network
- Weather conditions
- Number of users in a radio cell

In addition, the usability of the Data Package Plus 7 GB may be temporarily or permanently restricted due to official or court orders. Therefore, the Data Package Plus 7 GB may according to these ToU Data Package Plus 7 GB not be available everywhere and at any time or only be available at a reduced speed.

- 2.10 In the case of significant discrepancy, continuous or regularly recurring, between the actual performance of the Data Package Plus 7 GB regarding speed or other quality of service parameters pursuant to Art. 4 para. 1 a) to d) of Regulation (EU) 2015/2120 and the performance indicated by Porsche Sales & Marketplace, you may file a complaint with Porsche Sales & Marketplace (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 8000221542, email address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)). Furthermore, you may also make use of the dispute resolution procedure in front of the consumer arbitration board for telecommunications at the Authority Consumer & Market (ACM) (P.O. box 16326, 2500 BH Den Haag, the Netherlands). Further information on such dispute resolution procedure and its initiation are available on the website of the ACM: <https://www.consuwijzer.nl/uw-recht-halen>. In addition, you may file a civil court action to enforce claims that you as a customer are entitled to in the event of breach of contract (in particular termination, damages or a combination thereof).
- 2.11 If the communication network operators no longer operate the communication networks 2G, 3G and 4G, the operation of the Data Package Plus 7 GB will be stopped.

## 2.12 Data connection included in other Porsche Connect Services

If you have booked another Porsche Connect Service (e.g., the service package "Porsche Connect"), which already includes the data connection required to use (certain parts of) such Porsche Connect Service (as indicated in the respective terms of use applicable to such Porsche Connect Service), the booking of a Data Package Plus 7 GB is not required to use such Porsche Connect Service, for which the data connection is already included, and such data connection is not subject to these ToU Data Package Plus 7 GB but subject to the terms of use applicable to the respective other Porsche Connect Service.

## 2.13 Data Package Plus 7GB

Contract term: 1 month with subsequent automatic renewal of 1 month each

The Data Package Plus 7 GB has an initial contract term of one month (calculated from the day of activation) and cannot be booked again during the respective term.

The contract is automatically renewed after the initial contract term of one month by further 1-month periods (hereinafter the initial contract term and each subsequent 1-month period a "Contractual Period") upon respective activation of a new Data Package Plus 7 GB.

You may terminate the contract via the Porsche Connect Store (under "My Products") at least one day before the end of the respective Contractual Period term with effect as of the end of this Contractual Period. Alternatively, both parties may terminate the contract by written notice (text form sufficient) to the other party with a notice period of at least two weeks with effect as of the end of the respective Contractual Period. You can also cancel at [www.porsche.com](http://www.porsche.com) under "Cancel contracts here".

The Data Package Plus 7 GB provides a mobile data connection for wireless LAN-compatible information devices during the respective Contractual Period.

For each Contractual Period of one month, the Data Package Plus 7 GB has a total volume limit of 7 gigabytes (hereinafter referred to as the "7 GB Upper Limit"). After the 7 GB Upper Limit has been reached prior to the end of the respective Contractual Period, the data connection will be interrupted until the beginning of the next Contractual Period (no more data transfer possible via the Data package Plus 7 GB). All services or applications used via the Data Package Plus 7 GB count towards the data volume of the Data Package Plus 7 GB. Any data volume not used up within a given Contractual Period will not be carried over to the following Contractual Period but will be forfeited.

The Data Package Plus 7 GB is available for use by you immediately after the contract has been concluded (i.e. with confirmation of acceptance by email from Porsche Sales & Marketplace).

## 2.14 Roaming

After the booking has been made, the Data Package Plus 7 GB includes without additional charges a data connection up to the 7 GB Upper Limit per Contractual Period in the following countries (in other countries, no data connection is available):

Albania, Austria, Belgium, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Great Britain, Greece, Guernsey, Hungary, Iceland, Ireland, Isle of Man, Italy, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, San Marino, Netherlands, Norway, Poland, Portugal, Republic of Cyprus, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland and Vatican state.

No additional fees are charged for data roaming in these countries and you can use the Data Package 7 GB in these countries with regard to the total GB available to you per Contractual Period as in your home country. However, please note that according to applicable law, there might be limitations on the use of the Data Package Plus 7 GB.

## 3. Your obligations

- 3.1 You may not allow third parties to use the Data Package Plus 7 GB, unless they are occupants of the Vehicle.
- 3.2 If an identifier, a password and/or other identifying information (hereafter collectively referred to as "Identifier") for the use of the Data Package Plus 7 GB is assigned, you shall control it (in particular, you must replace the preset Identifier with another Identifier that differs from the preset Identifier) and you shall be fully responsible for all actions performed using such an Identifier. Porsche Sales & Marketplace shall not be liable for any damage that you or third parties may suffer due to the use of your Identifier by third parties.
- 3.3 You are obliged to immediately inform Porsche Sales & Marketplace of any change in your name, address, telephone

number, e-mail address and any other information that you have sent to Porsche Sales & Marketplace in accordance with section 2.1.4 of the T&C. Porsche Sales & Marketplace is not liable for negative consequences resulting from the fact that no corresponding notification has been made.

- 3.4 You shall provide, maintain and manage at your own responsibility and expense any device and other pieces of equipment, as well as other environmental conditions necessary for the use of the Data Package Plus 7 GB.
- 3.5 You may not use the Data Package Plus 7 GB in a manner that violates applicable laws. The information that can be acquired through the use of the Data Package Plus 7 GB contain items that are protected by copyrights or other property rights.
- 3.6 In cases where this is permitted under applicable law, Porsche Sales & Marketplace can block the use of the Data Package Plus 7 GB by you.
- 3.7 In case you should breach any of your obligations under the contract, Porsche Sales & Marketplace shall be entitled to its rights and remedies in accordance with applicable statutory law (in particular termination of the contract and/or compensation of damages, if applicable).

#### **4. Restrictions of use as regards the Data Package Plus 7GB**

- 4.1 The use of the Data Package Plus 7 GB may, if permitted by applicable law, be restricted or interrupted in certain areas and at certain times based on decisions by authorities or courts, for technical reasons (e.g. the limitation/interruption of transmission due to atmospheric and similar conditions, malfunctions, maintenance and repair), to ensure the integrity of the network, the Porsche Connect Services provided via the network and the end device of the user, or due to force majeure. This also applies to limitations of third-party networks that Porsche Sales & Marketplace uses to provide the Data Package Plus 7 GB.
- 4.2 Further restrictions on the use of the Data Package Plus 7 GB are set forth in sections 2.8 and 2.9 of these ToU Data Package Plus 7 GB.

#### **5. Price Information and Payment Terms**

The current, complete and valid price list for the Data Package Plus 7 GB is available on the Internet at <https://connect-store.porsche.com/nl/en>. Corresponding price information can also be found in the product information sheet attached to these ToU Data Package Plus 7 GB.

The payment terms are described in the Porsche Connect Store.

#### **6. Other information required by law**

- 6.1 If you intend to initiate a dispute resolution procedure in accordance with the Dutch Telecommunications Act, the corresponding application must be submitted to the ACM (address: P.O. Box 16326, 2500 BH Den Haag, the Netherlands). Further information on the dispute resolution procedure can be found at: <https://www.consuwijzer.nl/uw-recht-halen>.
- 6.2 Consumer information pursuant to the Dutch law on dispute resolution for consumers: With the exception of the cases mentioned in sections 0 and 6.1 of these ToU Data Package Plus 7 GB, Porsche Sales & Marketplace is neither willing nor

obliged to participate in any dispute resolution proceedings before a consumer arbitration panel (*geschillencommissie*).

- 6.3 Customer service is available for the Data Package Plus 7 GB. Information on the customer service and the corresponding contact details can be found in section 3.13 of the T&C as well as on the Internet at <https://connect-store.porsche.com/nl/en>.
- 6.4 In order to safeguard against disruptions which materially impact the Services provided, including external attacks, and to control security risks with respect to the Services provided, Porsche Sales & Marketplace takes appropriate technical and administrative measures (e.g. firewalls, regular software-updates) with respect to the telecommunications and data processing systems operated for the provision of the Data Package Plus 7 GB. In case of breaches of security or integrity, or threats and vulnerabilities, Porsche Sales & Marketplace will minimize adverse effects (e.g. interruption, slowdown of the Service) without undue delay. As a result thereof, the loading of websites may be delayed or not possible and the usage of contents may be limited or not possible, respectively.
- 6.5 If the services are not available for more than 12 hours in a row, you have the right to receive compensation. The compensation is minimal a thirtieth part of the monthly tariff paid for the service that is interrupted or, if no fixed tariff applies, a minimum of € 0.50 per 24 hours applies. The minimum compensation is in all cases € 1.00.
- 6.6 A change of provider according is not possible due to the nature of the Data Package Plus 7 GB and its technical provision.

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

If the Customer is a consumer pursuant to Sec. 6:230g of the Dutch Civil Code (*Burgerlijk Wetboek "BW"*), he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Sec. 6:230g BW means every natural person who acts for purposes that are outside his/her trade, business or profession. Hereafter, the term "contract" means the purchase of a Data Package Plus 7 GB. In the following, the Customer is instructed on his/her right of withdrawal:

##### **Instructions on withdrawal**

###### **Right of withdrawal**

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

The withdrawal period will expire after 14 days from the day on which the Data Package Plus 7 GB is made available to you for use (activation day).

To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 8000221542, email address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

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

###### **Effects of withdrawal**

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any

event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of the services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

#### **Model withdrawal form**

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

- To Contact Porsche - c/o Porsche Sales & Marketplace GmbH, P.O. Box 41 42, 73744 Ostfildern, Germany, email address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)
- I/We (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*)
- Ordered on(\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if this form is notified on paper)
- Date

(\*) Delete as appropriate

## Porsche Sales & Marketplace GmbH



### Data Package Plus 7 GB

Internet  telephony  TV

**PORSCHE**

On the market since September 6, 2021

The product **Data Package Plus 7 GB** is offered to you by Porsche Sales & Marketplace GmbH, Porscheplatz 1, DE-70435 Stuttgart, Germany. It includes a 7 GB data volume for each Contractual Period of one month for the Wi-Fi Hotspot in your Vehicle. Once the 7 GB Upper Limit is reached, the data connection is interrupted until the beginning of the next Contractual Period of one month. Details regarding the product can be derived from the service description, the price list, the T&C as well as the ToU Data Package Plus 7 GB.

Data transfer rates*	in the <b>download</b>	in the <b>upload</b>
Estimated maximum value:	50 Mbit/s	25 Mbit/s
Once <b>7 GB</b> are reached, the transfer rate is reduced to:	0 Mbit/s	0 Mbit/s
The use of the following services/applications is not counted towards the data volume: none		
* applicable to domestic data transfer		

### Additional product information

#### Contractual Period:

The Data Package Plus 7 GB has an initial contract term of one month.

Following the initial contract term of one month, the Data Package Plus 7 GB will renew automatically by further Contractual Periods of one month each.

You may terminate the Data Package Plus 7 GB via the Porsche Connect Store (under "My Products") at least one day before the end of the respective Contractual Period with effect as of the end of this Contractual Period. Alternatively, either contract party may terminate the Data Package Plus 7 GB by written notice (text form sufficient) to the respective other contract party with a notice period of at least two weeks with effect as of the end of the respective Contractual Period.

Price for the complete package (list price)	excl. hardware	incl. hardware	incl. premium hardware
per month	EUR 19 (gross, incl. VAT)	not available	not available

Porsche Sales & Marketplace GmbH – Porscheplatz 1, DE-70435 Stuttgart,  
Germany

Data Package Plus 7 GB

**Provider:** Porsche Sales & Marketplace GmbH  
Porscheplatz 1, 70435 Stuttgart, Germany

**For customer complaints:** Porsche Sales & Marketplace GmbH, P.O. Box 41 42, 73744 Ostfildern, Germany, smartmobility@nl.porsche.com

### Contract summary

- This contract summary provides the main elements of this service offer as required by EU law <sup>(1)</sup>.
- It helps to make a comparison between service offers.
- Complete information about the service is provided in other documents.

### Services

Mobile internet access service with 7 GB data volume per contract period (1 month) for use in Porsche vehicles of the Taycan, Cayenne, 992 and Panamera series (each as from model year 2022). After the included data volume has been used up, the data connection is interrupted until the respective next contract period begins.

In the EU member states and in specific other countries, the use of the service is possible without additional charges by way of roaming. A list of the countries can be found under section 2.14 of the **ToU Data Package Plus 7GB** .

### Speeds of the internet service and remedies

Estimated maximum download rate: 50 Mbit/s.

Estimated maximum upload rate: 25 Mbit/s.

In the case of significant discrepancy, continuous or regularly recurring, between the actual performance of the service regarding speed or other quality of service parameters and the performance indicated by Porsche Sales & Marketplace GmbH, there is the possibility to file a complaint with Porsche Sales & Marketplace GmbH. Furthermore, procedure in front of the Authority Consumer & Market (ACM) can be initiated (see: <https://www.consuwijzer.nl/uw-recht-halen>). In addition, a consumer shall in this case be entitled to terminate the contract ('opzeggen') free of charge with immediate effect. Also, a civil court action may be filed to enforce claims in the event of non-contractual performance (in particular termination, damages or a combination thereof).

### Price

19 € (gross, incl. VAT) per contractual period (1 month). A current price list is available at <https://connect-store.porsche.com/nl/en>.

### Duration, renewal and termination

The service has an initial contract term of one month. The contract is automatically renewed after the initial contract term by further contract periods of one month each. The contract may be terminated via the Porsche Connect Store at least 1 day before the end of the respective contractual period term with effect as of the end of this contractual period. Alternatively, the contract may also be terminated in text form with a notice period of at least 2 weeks with effect as of the end of the respective contractual period.

### Features for end-users with disabilities

Not applicable.

### Other relevant information

Change of provider and porting of phone number are not possible due to the technical characteristics of the service.

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<sup>1</sup> Article 102(3) of Directive (EU) 2018/1972 of the European Parliament and of the Council of 11 December 2018 establishing the European Electronic Communications Code (OJ L 321, 17.12.2018, p. 36).





PORSCHE

## Porsche Sales & Marketplace GmbH

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

These Terms of Use govern the use of the Porsche Connect Service "Porsche Charging Service". These Terms of Use also apply in addition to the General Terms and Conditions for the My Porsche Portal, the Porsche Connect Store and the Porsche Connect Services, as well as Porsche Products (GTC). Insofar as any provision of the GTCs is in conflict with these Terms of Use, the Terms of Use shall prevail.

These Terms of Use generally apply to each charging process performed within the Porsche Charging Service (i.e., the individual charging services - see below - are subject to these Terms of Use).

It is only possible to make full use of the Porsche Charging Service with a smartphone app – the **My Porsche App** (hereinafter referred to as the **App**). The **app** is available for mobile devices with a supported operating system and can be downloaded free of charge in the app store of the respective provider of the mobile devices or the operating system. To use the app on your mobile device, it is necessary for your mobile device to be connected to the Internet. This requires a separate contract with a mobile service provider for an Internet data plan is required, for which additional costs and roaming costs, if used abroad, may arise.

#### "Porsche Charging Service" service

**Term:** 1 month (with automatic renewal)

The contract for the 'Porsche Charging Service' service (hereinafter referred to as the contract) has a term of one month. It ends at the end of this 1-month period, unless you have selected the 'Automatic renewal' option for this service in the Porsche Connect Store.

However, if you have selected the "Automatic renewal" option for this service in the Porsche Connect Store, the contract will automatically be extended for an indefinite period after the initial term of one month, unless the contract is cancelled by one of the parties with a notice period of 2 weeks to the end of the initial one month term. If the contract has been automatically renewed for an indefinite period, it can be terminated by either party at any time with 2 weeks' notice.

If it is a contract with automatic renewal, you can terminate the contract via the My Porsche Portal using the 'Terminate' function.

#### 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.

#### Services of the Porsche Charging Service:

##### 1. Access to the charging network and compatibility

1.1 The Porsche Charging Service allows access to and use of charging stations operated by Porsche Sales & Marketplace

and third parties (hereinafter referred to as **charging stations**) for normal charging with alternating current (**AC**) and for fast charging with direct current (**DC**). For this we cooperate with selected charging station operators, as well as selected e-roaming partners in Europe, who provide the locations of public charging stations as bundles (see also section 2).

1.2 All charging stations are equipped with a Type 2 plug or connector (for AC charging) and/or the Combined Charging System (CCS) (for DC charging) in accordance with European standards. Individual charging stations are also equipped with the CHAdeMO standard (for DC charging)

#### Charging station compatibility:

- In general, charging stations with a Type 2 connection are compatible with plug-in hybrid and electric vehicles equipped with a Type 2 charging socket or a CCS charging socket. Charging also requires a charging cable (mode 3).
- In general, charging stations with a CCS connection are compatible with electric vehicles equipped with a CCS charging socket. An additional charging cable is not required.
- In general, charging stations that support the CHAdeMO standard are compatible with vehicles equipped with a CHAdeMO charging socket. An additional charging cable is not required.

Information about the charging socket available on your particular vehicle can be obtained from the operating manual for your vehicle or from your vehicle manufacturer. If your vehicle does not have any of the aforementioned charging sockets/connector types, charging (even using an adapter) may not be possible. You are responsible for the charging capability of your vehicle and must observe the regulations and instructions for using the charging stations at local level.

1.3 To unlock the respective charging station at the charging location, the authentication method stated when booking the Porsche Charging Service must be used (For authentication via app, Porsche Charging Card or the Plug & Charge vehicle function, see section 3 below). Please note that it may not be possible to use all authentication methods at all charging stations and authentication may only be possible using the app or Porsche Charging Card. The Plug & Charge vehicle function is also only available at certain charging stations. Plug & Charge-capable charging stations are visible in the app and can be identified using the filter function.

1.4 Use of the charging stations depends on various factors, including vacant spaces at the charging station and the charging station being in working order (this applies, for example, to recognizably damaged charging stations, which may not be used).

1.5 Charging services are provided by Porsche Sales & Marketplace GmbH (Porsche Sales & Marketplace).

## 2. Information about the charging stations contained in the charging network

2.1 An overview of the charging stations provided by selected charging station operators and e-roaming partners can be found in the app.

2.2 Depending on availability, the following static and dynamic information about charging stations is available in the app: Location, AC and/or DC charging options, available connector types, indication of whether charging points are occupied or vacant, indication of prices for AC and/or DC charging, number of charging points per charging location. Porsche Sales & Marketplace assumes no liability for the accuracy and timeliness of the data and information supplied by these partners.

## 3. Authentication and charging at the charging station

3.1 **Starting the charging process:** to start the charging process at the charging station, you must first authenticate yourself by means of the app, the My Porsche Charging Card or Plug & Charge. There is usually a cost for starting the charging process (for prices and billing, see section 4 below).

The Intercharge QR code displayed on the relevant charging station, which is scanned using the app and the camera of the user's mobile device, is used to unlock the charging station and start the charging process. If it is not possible to scan the QR code, the charging station ID can also be entered manually via the app to start the charging process. Alternatively, the charging station can also be unlocked remotely, i.e. by selecting the relevant charging station in the app. Some charging stations have special features when starting. For this reason you should always follow the instructions on the charging station. You can use the app to monitor the duration of the present charging process; this may differ from the actual duration of the charging process for technical reasons.

After the Porsche Charging Service has been booked, the Porsche Charging Card will be sent by post to the shipping address provided by the customer in the customer portal. The Porsche Charging Card has an RFID chip that enables the charging station to be unlocked.

The certificates required to use Plug & Charge are automatically generated after the service is booked. They are transmitted to the vehicle the first time a compatible charging station is used.

3.2 **Ending the charging process:** The charging process can be stopped manually by unlocking the vehicle and unplugging the charging cable. On some charging stations, the charging process can also be ended manually using the app or by presenting the Porsche Charging Card again. As soon as the car's battery is fully charged, the charging process will stop automatically. Some charging stations have special features when charging is ended. For this reason you should always follow the instructions on the charging station. After successful completion of the charging process, the information from the last charging process (location where charging took place, date, time and cost) will be displayed in the app charging history and in the My Porsche portal (for technical reasons, the charging history in the app and in the My Porsche portal may not always reflect the current status).

## 4. Prices and billing

4.1 Depending on the tariff you have booked, the costs you incur for this service consist of (i) an annual or monthly basic fee

and (ii) usage fees per charging process, which are made up as follows:

All tariffs (except 'Porsche Charging Service (for Taycan J1 (2019-2024))')

- the amount of energy charged in kWh and
- a minute-based fee, which is charged additionally from a certain point in time after charging begins.

Porsche Charging Service (for Taycan J1 (2019-2024))

- the amount of energy charged in kWh and
- the connection time in minutes

The basis for billing by time (per minute) is the connection time (charging cable connected to the charging station and vehicle). In other words, charges are incurred as long as the vehicle is connected to the charging station.

4.2 The valid price list and an overview of the billing type can now be found under the following link: <https://connect-store2.porsche.com>. The price list for the Porsche Charging Service (for Taycan J1 (2019-2024)) can be found under the following link: <https://connect-store2.porsche.com> (in particular in respect of different prices and billing types in different countries and service categories). In addition, the prices and billing types will be displayed in the app prior to the start of the charging process.

4.3 At the end of the month, you will receive an aggregated bill for the charging processes that we have recorded within a billing period; this information can be viewed in the app or the My Porsche portal and will be sent by email to the email address you have provided. Please note that due to technical circumstances, we are only able to record some charging processes at a later point, so that the billing statement may also include charging processes not yet billed from before the current billing period, for which you will be charged. You will also see the costs accumulated for the current billing period in the app (please note that this view may not always be up-to-date).

### Right of withdrawal for consumers

If you are a consumer according to Sec. 6:230g of the Dutch Civil Code ("**Consumer**"), you have a right of withdrawal for a period of 14 days in case of the conclusion of the contract. In the following, the Consumer is instructed on his/her right of withdrawal:

#### Instructions on withdrawal

##### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day of the conclusion of the contract. To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 08000221542, e-mail address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### Effects of withdrawal

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

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

**Model withdrawal form**

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

- To Contact Porsche -c/o Porsche Sales & Marketplace GmbH -P.O. Box 41 42, 73744 Ostfildern, Germany, e-mail address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com):
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
- Ordered on(\*)/received on (\*),
- Name of consumer(s),
- Address of the consumer(s),
- Signature of the consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate



PORSCHE

## PORSCHE SALES & MARKETPLACE GmbH

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

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

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

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

- Customer: defined in section 1.3 of the T&C;
- Porsche Connect Store and Porsche Connect Services: defined in section 3.1.1 of the T&C;
- PSM Customer: defined in section 3.1.2 of the T&C.

### „Porsche Connect“

Porsche Connect is only available for the following vehicle models:

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

### Note on Taycan:

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

Porsche Connect includes – depending on the geographic availability – the services described in the following. The current geographic availability can be found in the Porsche Connect Store at <https://connect-store.porsche.com/nl/en/>.

**Term:** from 1 month

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

**Further requirements for the use of all services included in the Service Package:** The Porsche Communication Management of a Connect-able vehicle (hereafter referred to as **PCM**) must have connectivity. If the connectivity is provided via the embedded SIM card of the PCM, the use of such connectivity for this Service Package is included in the price of the Service Package. If the connectivity is not provided via the embedded SIM card of the PCM (e.g. because connectivity via the embedded SIM card of the PCM is not available in all countries), connectivity may be established using a mobile phone with an appropriate mobile data plan. This requires a separate contract with a mobile service provider. Depending on the contract concluded with the mobile phone provider, this may result in additional costs, including roaming costs when the service is used abroad. If you connect the PCM via your mobile phone, please ensure that this is permitted according to your mobile plan. The availability and speed of the services included in the Service Package depends on the availability and speed of the data connection provided by your mobile service provider.

### The following applies to models with Porsche Connect:

#### 1. Finder

**Description:** With the service "Finder" you can search for points of interest (e.g. charging stations, petrol stations, restaurants, hotels, and parking spaces) via a system-defined online search engine in a pre-defined database. The search results may provide additional information such as telephone numbers, opening hours, fuel prices, parking fees, or ratings by other users. Points of interest may be searched, stored, managed and forwarded to the PCM in the My Porsche App.

#### 2. Voice Pilot

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

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

#### 3. Navigation Plus

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

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 color according to the traffic situation. The maps of the PCM navigation system are updated online.

The PCM navigation system can display the map in satellite view. By caching the loaded map data of the current vehicle environment, the satellite view will be maintained even if the connectivity is interrupted temporarily.

4. **Charging Planner (only available in: Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Great Britain, Ireland, Italy, Latvia, Montenegro, Netherlands, Norway, Poland, Romania, Serbia, Slovakia, Spain, Sweden,**

Switzerland, Australia, Canada, Japan, Malaysia, Mexico, New Zealand, Puerto Rico, Singapore, South Africa, South Korea, Taiwan, USA.)

4.1 **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.

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

## 5. Radio Plus

5.1 **Description:** With the service "Radio Plus", you can access the online channels of radio stations. When Radio Plus is activated and the reception of the radio sources FM or Digital Audio Broadcasting (DAB) is temporarily impaired, the PCM automatically switches to the corresponding online channel of that station (if available). The service also displays metadata available via the PCM about the songs and stations you are playing.

5.2 **Restrictions of use:** The online and hybrid radio functionalities are available in selected countries only. The data connection for this service requires (a) a data package (available separately from the cooperation partner in selected countries) or (b) a connection via the mobile phone connected to the PCM (tethering), with a corresponding mobile data tariff.

## 6. News

6.1 **Description:** The service allows to call up the latest news by subscribing to RSS feeds directly in the PCM. With the Voice Pilot you can have the articles read to you. Via keyword search, the subscribed channels may be browsed for information on preferred topics or keywords.

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

## 7. Weather

7.1 **Description:** The service "Weather" displays the current weather situation and the forecast for the following hours and days for the current position, the activated destination as well as any stored favorites. The forecast comprises for example temperature, number of hours of sunshine, probability of rain, wind speed and air quality. Reading aloud via Voice Pilot is possible, too.

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

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

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

## 9. Car Control

**Services:** You have the option to check the status of your vehicle remotely on the smartphone. The service comprises the display of the outer casing status (e.g. status of the doors), the display of service intervals or the mileage.

## 10. Trip Control

10.1 **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).

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

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

11.1 **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.

11.2 **Restrictions of use:** This service is only available if the vehicle is stationary and the ignition and the hazard lights are switched off. Further restrictions may apply according to country-specific regulations.

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

12.1 **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.

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

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

## 13. Car Finder

13.1 **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.

13.2 **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.

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

14.1 **Services:** You can control the status of your Taycan and start or stop the charging process remotely as follows. You can control the connection status, the residual charging time and the current electric range. The electric range is displayed in form of a circle on the map. Furthermore, you can optimize the charging process of the high-voltage battery of your Taycan for a specific departure time. You can set departure timers and you receive a confirmation message or a push notification in case of events (e.g. interruption of the charging process) and as soon as an activated e-timer has run down.

14.2 **Restrictions of use:** The range indicated as a circle on the map is only an estimated value. The values indicated on the map do not reflect the actual distances. Therefore, locations may actually be outside the electric range even if displayed within the circle indicating the electric range.

14.3 **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.

14.4 **Use restrictions:** The range indicated by the circle on the map is only an estimated value. The values on the map do not reflect the actual route distances. Therefore, in reality, locations could be beyond the electric range even if they appear within the electric range circle. This service is available exclusively for electric and hybrid vehicles.

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

15.1 **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.

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

## 16. Pre-heater

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

16.2 **Use restrictions:** The service is only available for vehicles with combustion engine equipped with a pre-heater. The service is only available when the vehicle is stationary, but the ignition may be switched on. For further information on using the pre-heater, please refer to the owner's manual for the vehicle. Further restrictions may apply as a result of country-specific regulations.

## 17. Car Alarm

17.1 **Services:** You receive a message or a push notification when the anti-theft alarm of your vehicle is triggered. The message provides information on the triggered alarm and a timestamp. Contrary to the "Car Security Package", no third parties are informed about the triggered alarm.

17.2 **Restrictions of use:** This service can only send a message or a push notification if the vehicle can connect to the Porsche-systems. If the anti-theft alarm is triggered but the control unit of your vehicle has no connectivity (e.g. because it is parked in an underground garage), the message or the push notification is sent as soon as connectivity is available.

**Note:** If the vehicle is set to privacy mode, no message is sent in case of an alarm.

## 18. Location Alarm

18.1 **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.

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

## 19. Speed Alarm

19.1 **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.

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

## 20. Valet Alarm

20.1 **Services:** You can activate or deactivate the Valet Alarm (a combination of Location Alarm and Speed Alarm) remotely with presettings for a geographic area and a speed value. You receive a message if the vehicle leaves or enters the area or exceeds the speed value.

20.2 **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 App.

## 21. Calendar

21.1 **Description:** The service Calendar allows third-party calendars available online to be directly linked to the PCM. The service offers a day view. Appointments can be read to you by the Voice Pilot. Furthermore, addresses contained in calendar entries can be identified and used directly as navigation destination. Direct dial-in to conference calls is also possible, whereas the dial-in can only take place via your mobile phone connected to the PCM via Bluetooth.

21.2 **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.

## 22. Media Streaming

22.1 **Description:** The music streaming (Apple Music®) and podcasts (Apple Podcasts®) and Spotify services offer direct and personalised access to the customer's linked media library and features of the respective third-party music streaming provider and podcast provider, provided they are supported in the vehicle. After the initial setup, the PSM customer no longer needs their smartphone and can use the service with their Porsche ID in all supported vehicles. The services can also be used in guest mode if third-party provider accounts are linked. Exclusive features such as direct storage of radio titles in the customer-specific media library or navigation via Voice Pilot are available with selected providers.

22.2 **Restrictions of use:** These services may only be used in countries where the service is also offered by the third-party provider. An exception applies to the countries of Andorra and Bosnia-Herzegovina, where the services cannot be used. In guest mode, the service of a third-party provider may only be used locally in the respective vehicle, but not in any other vehicle.

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

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

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

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

## 24. In-Car Video

24.1 **Description:** The in-car video service gives you access to video content from a third-party provider, provided that it is supported by the vehicle. The service can also be used in guest mode.

24.2 **Use restrictions:** While driving, videos can only be viewed on the front passenger display (depending on equipment). In-car video can only be used in countries where the services are offered by the third-party provider. Before in-car Video can be used, a data connection must be established via an external Wi-Fi hotspot (tethering). The third-party provider and some streaming services may require a paid subscription. To use this service, an account with a content aggregator supported by Porsche is required. Furthermore, an additional account with a streaming provider – which may be subject to a fee – may be required for certain content.

## Right of Withdrawal for Consumers

If the Customer is a consumer pursuant to Sec. 6:230g of the Dutch Civil Code (*Burgerlijk Wetboek "BW"*), he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to

Sec. 6:230g BW means every natural person who acts for purposes that are outside his/her trade, business or profession. Hereafter, the term "contract" means the purchase of Porsche Connect. In the following, the Customer is instructed on his/her right of withdrawal:

#### Instructions on withdrawal

##### Right of withdrawal

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

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

To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 8000221542, email address: smartmobility@nl.porsche.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

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

##### Effects of withdrawal

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

#### Model withdrawal form

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

- To Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, email address: smartmobility@nl.porsche.com
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*),
- Ordered on(\*)/received on (\*),
- Name of the consumer(s),
- Address of the consumer(s),
- Signature of the consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate





PORSCHE

## Porsche Sales & Marketplace GmbH

### Terms of Use

for the Porsche Connect Services: Porsche Intelligent Range Manager, Power Steering Plus, Porsche InnoDrive, Active Lane Keeping, Comfort Access and Porsche Dynamic Light System Plus (hereinafter each **FoD individual service**)  
(hereafter referred to as the **ToU FoD individual services**)

Porsche Sales & Marketplace GmbH (formerly Porsche Smart Mobility GmbH), Porscheplatz 1, 70435 Stuttgart, Germany (hereafter referred to as **Porsche Sales & Marketplace, PSM or We**), operates under [www.porsche.com](http://www.porsche.com) (1) the My Porsche Portal and (2) various online marketplace functionalities (hereafter referred to as **Marketplace**) for the (i) sale of Porsche vehicles, parts, equipment and other vehicle-related and vehicle-independent products and (ii) provision of vehicle-related and vehicle-independent services. On the Marketplace, PSM also operates the Porsche Connect Store. For the use of the Marketplace including the Porsche Connect Store, the Terms and Conditions for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (incl. the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter referred to as the **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/nl/en/t/termsandconditions>.

The user can also book the FoD individual services (1.) "Porsche Intelligent Range Manager", (2.) "Power Steering Plus", (3.) "Porsche InnoDrive", (4.) "Active Lane Keeping" (5.) "Comfort Access" and (6.) Porsche Dynamic Light System Plus in the Porsche Connect Store. These ToU FoD Single Services shall govern the use of these FoD Single Services and shall apply to the order, use and/or renewal of the respective FoD Single Service. Each FoD Single Service shall represent an independent service and may be ordered separately. These ToU FoD Single Services shall apply in addition to the T&C. Insofar as a provision of the T&C conflicts with these ToU FoD Single Services, the ToU FoD Single Services shall prevail.

Any terms defined in the T&C shall have the same meaning in these ToU FoD Single Services. This shall in particular apply to the following terms:

- Customer: defined in section 1.3 of the T&C;
- Porsche Connect Store and Porsche Connect Services: defined in section 3.1.1 of the T&C;
- PSM Customer: defined in section 3.1.2 of the T&C.

The respective FoD individual services are only available for the Taycan vehicle series up to model year 2023 in certain countries. Individual availability is particularly dependent on the current software status of the vehicle and can be viewed in the logged-in state in the Porsche Connect Store. You can find the Porsche Connect Store at the following link: <https://connect-store.porsche.com/nl/en/>.

### 1. Porsche Intelligent Range Manager

1.1 **Description:** The FoD Single Service "Porsche Intelligent Range Manager" adjusts the maximum speed as well as the air conditioning depending on the route selected in the vehicle's navigation system in order to achieve the shortest travel

time with maximum comfort. In addition, the system proactively provides you with guidance during the trip if your travel time could be reduced using a different vehicle setup.

- 1.2 **Requirements:** An active contract for the FoD Single Service "Porsche Intelligent Range Manager" either: (i) for an unlimited period of time; or (ii) as a monthly contract term. To ensure full use of this service (i.e. to get the latest information on the traffic situation and charging stations), "Porsche Connect" must be purchased and activated as well.
- 1.3 **Period of use:** The FoD Single Service "Porsche Intelligent Range Manager" may be purchased as a FoD Single Service either (i) for an unlimited period of time and therefore available to the PSM Customer for the entire period of use of the vehicle; or (ii) as a monthly contract term, which renews automatically on a monthly basis, until terminated by the Primary User by giving 2 weeks' notice before the end of any calendar month.
- 1.4 **Activation:** After booking the FoD individual service "Porsche Intelligent Range Manager" in the Porsche Connect Store, initial activation of the function in the vehicle is required; for this purpose, the vehicle must be connected to the mobile network via the integrated eSIM and private mode must be switched off until the activation process is completed. You must follow the instructions in Porsche Communication Management (hereinafter PCM) to complete the activation.
- 1.5 **Prices/payment terms:** The prices and payment terms are described in the Porsche Connect Store.

### 2. Power Steering Plus

- 2.1 **Description:** The FoD Single Service "Power Steering Plus" dynamically adjusts the steering to your speed: At high speeds, the steering responds directly and with greater precision. At low speeds, it enables particularly smooth maneuvering and parking.
- 2.2 **Requirements:** An active contract for the FoD Single Service "Power Steering Plus" for an unlimited period of time.
- 2.3 **Period of use:** The FoD Single Service "Power Steering Plus" may be purchased as a FoD Single Service for an unlimited period of time and is therefore available to the PSM Customer for the entire period of use of the vehicle.
- 2.4 **Activation:** After booking the FoD individual service "Power Steering Plus" in the Porsche Connect Store, initial activation of the function in the vehicle is required; for this purpose, the vehicle must be connected to the mobile network via the integrated eSIM and private mode must be switched off until the activation process is completed. You must follow the instructions in the PCM to complete the activation.
- 2.5 **Prices/payment terms:** The prices and payment terms are described in the Porsche Connect Store.

### 3. Porsche InnoDrive



- 3.1 **Description:** The FoD individual service "Porsche InnoDrive" expands Adaptive Cruise Control (ACC). It offers improved driving speed regulation based on multiple data, such as navigation data, radar and video sensor technology.
- 3.2 **Prerequisites:** An active contract for the "Porsche InnoDrive" FoD individual service, which can be concluded either (i) for an unlimited period or (ii) as a monthly contract term. The vehicle in question must also be equipped with Adaptive Cruise Control (ACC).
- 3.3 **Period of use:** The "Porsche InnoDrive" FoD individual service can be booked either (i) as a time-unlimited FoD individual service, making it available to the PSM customer for the entire period of use of the vehicle, or (ii) as a monthly contract term, which is automatically renewed on a monthly basis until it is cancelled by the main user with a notice period of 2 weeks to the end of a calendar month.
- 3.4 **Activation:** After booking the FoD individual service "Porsche InnoDrive" in the Porsche Connect Store, initial activation of the function in the vehicle is required; for this purpose, the vehicle must be connected to the mobile network via the integrated eSIM and private mode must be switched off until the activation process is completed. You must follow the instructions in the PCM to complete the activation. Completion of the activation should be initialised the next time you use your vehicle.
- 3.5 **Prices/payment terms:** The prices and payment terms are described in the Porsche Connect Store.

#### 4. Active Lane Keeping

- 4.1 **Description:** The FoD individual service "Active Lane Keeping" expands Adaptive Cruise Control (ACC). The lane keeping function helps to keep the vehicle in the centre of the lane using continuous steering adjustments.
- 4.2 **Prerequisites:** An active contract for the "Active Lane Keeping" FoD individual service, which can be concluded either (i) for an unlimited period or (ii) as a monthly contract term. The vehicle in question must also be equipped with Adaptive Cruise Control (ACC).
- 4.3 **Period of use:** The "Active Lane Keeping" FoD individual service can be booked either (i) as a time-unlimited FoD individual service, making it available to the PSM customer for the entire period of use of the vehicle, or (ii) as a monthly contract term, which is automatically renewed on a monthly basis until it is cancelled by the main user with a notice period of 2 weeks to the end of a calendar month.
- 4.4 **Activation:** After booking the FoD individual service "Active Lane Keeping" in the Porsche Connect Store, initial activation of the function in the vehicle is required; for this purpose, the vehicle must be connected to the mobile network via the integrated eSIM and private mode must be switched off until the activation process is completed. You must follow the instructions in the PCM to complete the activation.
- 4.5 **Prices/payment terms:** The prices and payment terms are described in the Porsche Connect Store.

#### 5. Comfort Access

- 5.1 **Description:** The FoD individual service "Comfort Access" permits unlocking and locking of the vehicle without active use of the key, including contactless opening and closing of the rear hatch by means of a foot gesture and the front luggage compartment by means of a hand gesture.
- 5.2 **Requirements:** An active contract for the FoD individual service "Comfort Access", which is either (i) valid for an unlimited period or (ii) a monthly contract term.
- 5.3 **Period of use:** The FoD individual service "Comfort Access" may be booked either (i) as an FoD individual service valid for an unlimited period, making it available to the PSM customer for the entire period of use of the vehicle or (ii) as a monthly contract term that is automatically renewed on a monthly basis until it is cancelled by the main user with a notice period of two weeks to the end date of a calendar month.

5.4 **Activation:** After booking the FoD individual service "Comfort Access" in the Porsche Connect Store, initial activation of the function in the vehicle is required; for this purpose, the vehicle must be connected to the mobile network via the integrated eSIM and data protection mode must be switched off until the activation process has been completed. You must follow the instructions in the PCM to complete the activation.

5.5 **Prices/Terms of payment:** The prices and terms of payment are set out in the Porsche Connect Store.

#### 6. Porsche Dynamic Light System Plus

- 6.1 **Description:** The FoD individual service "Porsche Dynamic Light System Plus" adjusts the light range to different situations, for example city / country / motorway lighting.
- 6.2 **Prerequisites:** An active contract for the "Porsche Dynamic Light System Plus" FoD individual service, which can be concluded either (i) for an unlimited period or (ii) as a monthly contract term.
- 6.3 **Period of use:** The "Porsche Dynamic Light System Plus" FoD individual service can be booked either (i) as a time-unlimited FoD individual service, making it available to the PSM customer for the entire period of use of the vehicle, or (ii) as a monthly contract term, which is automatically renewed on a monthly basis until it is cancelled by the main user with a notice period of 2 weeks to the end of a calendar month.
- 6.4 **Activation:** After booking the FoD individual service "Porsche Dynamic Light System Plus" in the Porsche Connect Store, initial activation of the function in the vehicle is required; for this purpose, the vehicle must be connected to the mobile network via the integrated eSIM and data protection mode must be switched off until the activation process is completed. You must follow the instructions in the PCM to complete the activation.
- 6.5 **Prices/payment terms:** The prices and terms of payment are described in the Porsche Connect Store.

#### 7. Updates

We will provide you with updates to the relevant FoD individual service to at least the extent required by law (i) throughout the entire period of use in the case of an FoD individual service that is booked as a monthly subscription or (ii) for at least the period required by law in the case of an FoD individual service booked as an unlimited FoD individual service, unless otherwise agreed with you in accordance with the legal requirements.

#### 8. Right of Withdrawal for Consumers

If the Customer is a consumer pursuant to Sec. 6: 230g of the Dutch Civil Code (*Burgerlijk Wetboek*, "BW"), he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Sec. 6:230g BW means every natural person who acts for purposes that are outside his/her trade, business or profession. Hereafter, the term "contract" means the booking of one of the FoD Single Services mentioned above. In the following, the Customer is instructed on his/her right of withdrawal:

##### Instructions on withdrawal

##### Right of withdrawal

You have the right to withdraw from this contract within 14 days without giving any reason. The withdrawal period will expire after 14 days from the day on which the FoD Single Service is made available to you for use (activation day). To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 8000221542, email address: smartmobility@nl.porsche.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email).

You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### **Effects of withdrawal**

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

#### **Model withdrawal form**

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

- To Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, e-mail address: smartmobility@nl.porsche.com
- I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract of sale of the following goods (including FoD Single Service) (\*)/for the provision of the following service (\*),
- Ordered on(\*)/received on (\*),
- Name of the consumer(s),
- Address of the consumer(s),
- Signature of the consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate



PORSCHE

## Porsche Sales & Marketplace GmbH

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

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

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

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

- Customer: defined in section 1.3 of the T&C;
- Primary and Secondary User: defined in section 3.2 of the T&C;
- Porsche Connect Store and Porsche Connect Services: defined in section 3.1.1 of the T&C.

### "Porsche Connect Care"

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

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

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

The Service Package is only available in certain countries and depends on the network availability. You can find the current geographical availability of the Service Package in the Porsche Connect Store at <https://connect-store.porsche.com/nl/en/>. You will also find the respective geographical availability of the various

functions of the Service Package in the following provisions of these ToU Porsche Connect Care.

**Term:** from 1 Month

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

**Connectivity:** The connectivity that is required to provide the Service Package is established by an embedded SIM card. The connectivity is an integral part of the Service Package and is not charged separately.

Porsche Connect Care includes various functions (hereinafter referred to as **Services**), which are described below:

### 1. Breakdown Call

After the "Breakdown Call" service has been triggered, the service establishes a voice and data connection to the Porsche Support instance assigned to the vehicle and transmits your vehicle location and all relevant vehicle information to the Porsche Support instance. You can use this vehicle information to personally talk to employees at the Porsche Support instance. The "Breakdown Call" service is independent of the EU eCall. In emergencies, you should use the EU eCall in your vehicle to contact the responsible emergency call centre or, in an emergency, a corresponding emergency call is automatically triggered via the EU eCall.

#### 1.1 Detailed description of the Service

**1.1.1** You can trigger the service either via the Porsche Communication Management of a vehicle with Connect capabilities (hereinafter **PCM**) or via the My Porsche app. Activation can therefore be carried out by any main- or secondary user, as well as by anyone who has access to the vehicle interior. After the service has been triggered, a voice and data connection is automatically established from the vehicle to the assigned Porsche Support instance. The data sent from the vehicle to the Porsche Support instance can contain information such as the vehicle identification number (Vehicle ID), vehicle model, year of production and special equipment, vehicle location, occurrence of an accident, fuel level, tyre pressure, remaining range with the available fuel, vehicle status and error messages (hereinafter car data). The Porsche Support instance and/or a dialogue in the My Porsche App and/or in the vehicle infotainment system might ask you for your consent for calling up the vehicle identification number and/or other car data.

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

- 1.) The Porsche Support instance can give advice on how to proceed (e.g. "Please top up oil at the nearest gas station"); and/or
  - 2.) The Porsche Support instance can analyse the received car data in more detail and try to identify the problem. The findings gathered can be passed on to the respective Porsche Centre, which enables them to prepare for the vehicle's visit to the workshop or to initiate further measures. If a problem can be solved via remote repair, the Porsche Support instance can carry this out. The prerequisite for this is the fulfilment of various problem-dependent preconditions such as: engine switched off, vehicle is stationary, engine immobiliser is active, windows are closed, no active charging process. If necessary, further car data required for this purpose are read out. In addition, it is possible that the breakdown and/or emergency call functionality will not exist or be limited during the problem solving via remote repair. Before starting to troubleshoot the problem via remote repair, the Porsche Support instance will inform you of any such preconditions and/or usage restrictions, which you must then confirm. This is only a troubleshooting attempt, so additional steps may be necessary; and/or
  - 3.) The Porsche support instance can request external support, e.g. breakdown assistance or towing of the non-functional vehicle. Your call will not be forwarded to other service providers. If your vehicle needs to be repaired, the Porsche Support instance can, subject to your prior consent, forward the car data to a Porsche Centre.
- 1.1.3 Any services provided by the Porsche Support instance after the breakdown call require a separate contract, which could result in additional costs. You can find more information about the Porsche Support instance and in particular about the service components covered by contacting your Porsche Centre or by inquiring with your support service provider "AXA Assistance Deutschland GmbH/Inter Partner Assistance SA". The Porsche Support instance can determine the Porsche Support instance status of your vehicle.
  - 1.1.4 If you have access to or use third-party products or services, the contractual terms applicable to these products or services apply. PSM is not responsible for any access to or usage of these products or services.
  - 1.1.5 Please note that the triggering of the Service on your mobile device via the My Porsche App may, depending on the terms of the mobile phone contract, which you have concluded with a telecommunications provider as a third party, result in additional costs.
- ## 1.2 Restrictions on use and system restrictions
- 1.2.1 The service is provided via a telematics unit installed in the vehicle, which receives GPS satellite signals and communicates with the Porsche Support instance via wireless communication systems and communication networks. Due to the nature of the technologies used for the functions of the service and contained in the telematics unit, the functions of the service (or parts of the service) may from time to time not be available in all parts of the contract territory of these ToU Porsche Connect Care and/or may be negatively affected by physical conditions, including but not limited to removal or tampering with the telematics unit or its antenna, 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 Care depends on the GPS networks and the wireless and fixed communication networks used by the telematics unit being operational. Therefore, not all functions of the service are available anytime and anywhere, and there is no guarantee that all functions of the service will be operational anytime and anywhere.
  - 1.2.2 The Service does not include vehicle insurance or any other insurance. Please note that you may be legally required to take out insurance; furthermore, it is your responsibility to procure further insurance protection, insofar as you consider it reasonable. The fees paid for the Service are unrelated to the value of the vehicle or any property in the vehicle, or to the cost of injury or damage that you or others may suffer.
  - 1.2.3 In the event that a problem is to be solved by remote repair as per point 1.1.2. of these ToU Porsche Connect Care, the customer must give consent to the Porsche Support instance in advance.
- ## 2. Smart Service
- ### 2.1 Description
- The "Smart Service" service informs you about individual maintenance and repair requirements for selected vehicle components through messages and status displays in your PCM, in the My Porsche portal and in the My Porsche app. It is a prediction, especially in terms of the chassis, drive and batteries, and is based on ongoing evaluations of your car data. We endeavour (i) to make the prediction more precise over time, particularly by optimising the prediction models and/or the composition of the car data used and/or (ii) to expand the scope of the maintenance and repair needs covered and/or (iii) to expand this scope to other vehicle components. The corresponding car data is automatically transmitted to Porsche's systems and your Porsche Centre can retrieve this data if required. Based on this car data, your Porsche Centre can proactively contact you via the channel you have chosen.
- ### 2.2 Restrictions on use and system restrictions
- The functionality of the Service exists only in relation to original Porsche vehicle components.
- ### 2.3 Contractual territory
- Porsche Sales & Marketplace provides you with the Service in accordance with these ToU Porsche Connect Care in the following geographical areas (hereinafter referred to as **Contractual Area Smart Service**): Andorra, Belgium, Bosnia and Herzegovina, Bulgaria, Denmark, Germany, Estonia, Finland, France, Gibraltar, Greece, Great Britain, Ireland, Iceland, Italy, Croatia, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Monaco, Netherlands, Norway, Austria, Poland, Portugal, Romania, Sweden, Switzerland, Slovakia, Slovenia, Spain, Czech Republic, Hungary, Cyprus, Australia, Canada, China, Hong Kong, Japan, Malaysia, Mexico, New Zealand, Singapore, South Korea, Taiwan, USA
- ## 3. Good to know – Driver's Manual
- Good to know - Driver's Manual provides you with a digital version of the driver's manual for your vehicle in Porsche Communication Management (PCM). In addition to the printed Driver's Manual included with the vehicle, the service offers additional functions described in section 3.1.
- ### 3.1 Detailed description of the service
- 3.1.1. The service provides you with Driver's Manual content in text and visual form (i.e. images, interactive graphics, animations) in PCM.

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

### 3.2 Use and system restrictions

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

## 4. Online Software Update

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

### 4.1 Detailed description of the service

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

### 4.2 Restrictions on use and system restrictions

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

## 5. Updates

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

## 6. 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.

Porsche Sales & Marketplace may use such data - potentially in an anonymized form - for (i) the purpose of managing and improving quality, safety and security of the Service Package and/or PSM Products (including Porsche vehicles), and (ii) for other commercial purposes. The usage of certain data for the purpose of managing and improving quality, safety and security of the Service Package and/or PSM Products (including Porsche vehicles) can be activated and deactivated using appropriate functionalities in the Porsche vehicle and/or My Porsche Portal.

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

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

## 7. Right of Withdrawal for Consumers

If the Customer is a consumer pursuant to Sec. 6:230g of the Dutch Civil Code (*Burgerlijk Wetboek "BW"*), he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Sec. 6:230g BW means every natural person who acts for purposes that are outside his/her trade, business or profession. Hereafter, the term "contract" means the purchase of the Service Package "Porsche Connect Care". In the following, the Customer is instructed on his/her right of withdrawal:

### Instructions on withdrawal

#### Right of withdrawal

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

The withdrawal period will expire after 14 days from the day on which the Service Package is made available to you for use (activation day). To exercise the right of withdrawal, you must inform us (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 8000221542, email address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or email). You may use the attached model withdrawal form, but it is not obligatory.

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

#### Effects of withdrawal

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

### Model withdrawal form

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

- To Contact Porsche - c/o Porsche Sales & Marketplace GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, email address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)
- I/We (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*)
- Ordered on(\*)/received on (\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (only if this form is notified on paper)
- Date

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



PORSCHE

## PORSCHE SALES & MARKETPLACE GmbH

### Terms of Use

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

Porsche Sales & Marketplace GmbH (formerly Porsche Smart Mobility GmbH), Porscheplatz 1, DE-70435 Stuttgart (hereinafter **Porsche Sales & Marketplace, PSM** or **We**) operates, at [www.porsche.com](http://www.porsche.com), (1) the My Porsche portal and (2) various online marketplace functionalities (hereinafter **Marketplace**) for (i) the sale of Porsche vehicles, parts, accessories and other vehicle-related and vehicle-independent products and (ii) the provision of vehicle-related and vehicle-independent services. PSM also operates the Porsche Connect Store on the Marketplace. For the use of the Marketplace, including the Porsche Connect Stores, the General Terms and Conditions (hereinafter **GTC**) for the use of the My Porsche portal and the Porsche Online Marketplace functionalities (including the Porsche Connect Store), as well as for the sale of Porsche Connect services and Porsche Sales & Marketplace products apply. The current version of the GTC can be accessed, downloaded and printed out at any time at <https://connect-store.porsche.com/nl/en/t/termsandconditions>.

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

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

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

#### "Porsche Connect"

These ToU Porsche Connect apply to the following vehicle models:

- Macan (from model year 2024)

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

**Duration:** from 1 month

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

Your vehicle remains Porsche Connect-enabled for 10 years, which means that the Porsche Connect services can be used in your vehicle. The required connectivity for the use of 3rd party apps and the Wi-Fi hotspot will be provided to you free of charge (by our contractual partner) for 4 years. More details

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

#### Another precondition for using all the services included in the Service Package:

The Porsche Communication Management (hereinafter **PCM**) in a Connect-enabled vehicle must have connectivity. Connectivity is provided via the PCM's integrated SIM card. The use of connectivity for this Service Package (with the exception of the "App Centre", "Online/Hybrid Radio" services and Internet access via WiFi hotspot) is included in the price of the Service Package. For the services "App Centre", "Online/Hybrid Radio" and Internet access via WiFi hotspot, (a) a data package or (b) a connection via a mobile phone (tethering) with a corresponding mobile data tariff is also required. A separate contract must be concluded with a mobile service provider for this purpose. This may incur additional costs, including roaming charges for using the service abroad, depending on the contract concluded with the mobile service provider. If you connect the PCM via your mobile phone, please make sure that this is permitted by your mobile data plan. The availability and speed of the services included in the Service Package are subject to the availability and speed of the data connection provided by your mobile service provider. In some countries, you can book a free Data Pass 5GB for 4 years with our respective cooperation partner.

## 1 Finder

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

## 2 Voice Pilot

### 2.1 Description:

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

## 2.2 Use restrictions:

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

## 3 Navigation Plus

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

The PCM navigation system uses current GPS data and traffic data to optimise the route to the specified destination down to the minute. Roads are shown in colour in the map display according to the traffic situation. The maps of the PCM navigation system are updated online.

The PCM navigation system can display the map in satellite view. By caching the loaded map data of the current environment of the vehicle, the satellite view is retained even if the connection is temporarily interrupted.

## 4 Charging Planner

### 4.1 Description:

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

### 4.2 Use restrictions:

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

## 5 Radio Plus

### 5.1 Description:

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

### 5.2 Use restrictions:

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

## 6 Calendar

### 6.1 Description:

The "Calendar" service makes it possible to directly link the PCM with third-party calendars that are available online. In addition, via the My Porsche App, calendars shared with the app on the smartphone can be connected to the PCM. The service offers a day view. Appointments can be read out by the Voice Pilot. Furthermore, addresses can also be recognised in calendar entries and used directly as navigation destinations. It is also possible to dial in directly to conference calls, however, you can only dial in with a mobile phone connected to the PCM via Bluetooth.

## 6.2 Use restrictions:

Direct dialling into telephone conferences (i.e. dialling in without entering a PIN or other conference ID) is only possible with supported meeting invitation formats and with a mobile phone connected to the PCM via Bluetooth.

## 6.3 Prerequisites:

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

## 7 App Centre

### 7.1 Description:

The App Centre enables the customer to search for, download, update and manage apps. These are apps specially designed for the vehicle, and are offered and managed by either Porsche or third-party providers.

### 7.2 Use restrictions:

The portfolio of the App Centre has been adapted for automotive use and cannot be compared with the variety of an App Centre for smartphones. Depending on the app, the information display may be limited to the passenger-side display while driving. The app portfolio is subject to constant changes.

The data connection for this service requires (a) a data package (available separately from the cooperation partner in selected countries) or (b) a connection via the mobile phone connected to the PCM (tethering), with a corresponding mobile data tariff.

### 7.3 Contract territory:

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

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

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

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

## 8 Porsche2X

### 8.1 Description:

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



## 8.2 Contract territory:

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

## 9 Car Control

### 9.1 Description:

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

### 9.2 Use restrictions:

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

## 10 Trip Control

### 10.1 Description:

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

### 10.2 Use restrictions:

Retrievable information is only updated when the ignition status changes.

## 11 Horn & Indicator

### 11.1 Description:

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

### 11.2 Use restrictions:

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

## 12 Lock & Unlock

### 12.1 Description:

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

### 12.2 Use restrictions:

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

### 12.3 Note:

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

## 13 Car Finder

### 13.1 Description:

It is possible to view the location and position of your vehicle remotely. The current position of the mobile device used for this function is also displayed on a map. If no current position of the vehicle is available (e.g., because it is parked in an underground car park), the last saved GPS position is used. You can deactivate the transmission of data by activating the privacy mode.

### 13.2 Use restrictions:

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

## 14 E-Control

### 14.1 Description:

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

### 14.2 Use restrictions:

The range indicated by the circle on the map is only an estimated value. The values on the map do not reflect the actual route distances. Therefore, in reality, locations could be beyond the electric range even if they appear within the electric range circle. This service is available exclusively for electric and hybrid vehicles.

## 15 Climate

### 15.1 Description:

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

### 15.2 Use restrictions:

This service is available for electric and hybrid vehicles. The service is available for vehicles with a combustion engine equipped with a pre-heater. The service is only available when the vehicle is stationary, but the ignition may be switched on. For further information on using the pre-heater, please refer to the driver's manual for the vehicle. Further restrictions may apply as a result of country-specific regulations.

## 16 Car Alarm

### 16.1 Description:

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

### 16.2 Use restrictions:

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

car park), the message or push notification will be sent as soon as a connection is available.

### 16.3 Note:

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

## 17 Location Alarm

### 17.1 Description:

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

### 17.2 Use restrictions:

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

## 18 Breakdown Call

After the "Breakdown Call" service has been triggered, the service establishes a voice and data connection to the Porsche Support instance assigned to the vehicle and transmits your vehicle location and all relevant vehicle information to the Porsche Support instance. You can use this vehicle information to personally talk to employees at the Porsche Support instance. The "Breakdown Call" service is independent of the EU eCall. In emergencies, you should use the EU eCall in your vehicle to contact the responsible emergency call centre or, in an emergency, a corresponding emergency call is automatically triggered via the EU eCall.

### 18.1 Description:

#### 18.1.1

You can trigger the service either via the Porsche Communication Management of a vehicle with Connect capabilities (hereinafter **PCM**) or via the Porsche Connect app. Activation can therefore be carried out by any main- or secondary user, as well as by anyone who has access to the vehicle interior. After the service has been triggered, a voice and data connection is automatically established from the vehicle to the assigned Porsche Support instance. The data sent from the vehicle to the Porsche Support instance can contain information such as the vehicle identification number (Vehicle ID), vehicle model, year of production and special equipment, vehicle location, occurrence of an accident, fuel level, tyre pressure, remaining range with the available fuel, vehicle status and error messages (hereinafter car data). The Porsche Support instance and/or a dialogue in the My Porsche App and/or in the vehicle infotainment system might ask you for your consent for calling up the vehicle identification number and/or other car data.

#### 18.1.2

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

##### 18.1.2.1

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

##### 18.1.2.2

The Porsche Support instance can analyse the received car data in more detail and try to identify the problem. The findings gathered can be passed on to the respective Porsche Centre, which enables them to prepare for the vehicle's visit to the workshop or to initiate further measures. If a problem can be

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

##### 18.1.2.3

The Porsche support instance can request external support, e.g. breakdown assistance or towing of the non-functional vehicle. Your call will not be forwarded to other service providers. If your vehicle needs to be repaired, the Porsche Support instance can, subject to your prior consent, forward the car data to a Porsche Centre.

### 18.1.3

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

### 18.1.4

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

### 18.1.5

Please note that triggering the service via the My Porsche app on your mobile device may incur additional costs, depending on the terms of the mobile phone contract that you have concluded with a third-party telecommunications provider.

### 18.2 Use restrictions:

#### 18.2.1

The service is provided via a telematics unit installed in the vehicle, which receives GPS satellite signals and communicates with the Porsche Support instance via wireless communication systems and communication networks. Due to the nature of the technologies used for the functions of the service and contained in the telematics unit, the functions of the service (or parts of the service) may from time to time not be available in all parts of the contract territory of these ToU Porsche Connect and/or may be negatively affected by physical conditions, including but not limited to removal or tampering with the telematics unit or its antenna, electromagnetism, the vehicle being in a garage, underpass or any other location where the GPS or wireless communication networks are not available, atmospheric conditions and other causes of interference that are beyond our control (e.g. failure of GPS or communication networks). In particular, the operation of the telematics unit and thus the provision of the functions of the service in accordance with these ToU Porsche Connect depends on the GPS networks and the wireless and fixed communication networks used by the telematics unit being operational. Therefore, not all functions of the service are available anytime and anywhere, and there is no guarantee that all functions of the service will be operational anytime and anywhere.

### 18.2.2

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

### 18.2.3

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

## 19 Smart Service

### 19.1 Description:

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

### 19.2 Use restrictions:

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

### 19.3 Contract territory:

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

## 20 Good to know – Driver's Manual

Good to know - Driver's Manual provides you with a digital version of the driver's manual for your vehicle in Porsche Communication Management (PCM). In addition to the printed Driver's Manual included with the vehicle, the service offers additional functions described in paragraph 20.1.

### 20.1 Description:

#### 20.1.1

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

#### 20.1.2

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

#### 20.1.3

The service also provides proactive references to the Driver's Manual based on the vehicle's warning and information messages. This provides you with more detailed information on the error messages.

### 20.1.4

The service also permits device-independent and synchronous use of the digital Driver's Manual. This means that pages bookmarked and selected as favourites in the vehicle, as well as those most recently visited, are also displayed on the digital output channels of Porsche AG, depending on the country (assuming online availability of the vehicle, as well as login to the output channels).

### 20.1.5

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

### 20.2 Use restrictions:

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

## 21 Online Software Update

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

### 21.1 Description:

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

### 21.2 Use restrictions:

The functions described in 21.1 can be accessed in the PCM at any time, provided that your vehicle has connectivity, i.e. a reliable mobile phone connection. It is not possible to install an Online Software Update if your vehicle is in private mode. Additional requirements (e.g. parking the vehicle safely or not connecting the vehicle to a charging station) are update-specific and will be displayed in the PCM before each installation.

## 22 Updates

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

## 23 Usage of Data

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

Porsche Sales & Marketplace may use this data – possibly in anonymised form – for (i) the management and improvement of the quality and safety of the Service Package and/or PSM products (including Porsche vehicles) and (ii) other commercial purposes. The use of certain data for management purposes and for improving the quality and safety of the Service Package and/or the PSM products (including Porsche vehicles) can

be activated and deactivated using the corresponding functionalities in the Porsche vehicle and/or in the My Porsche portal.

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

The use of data as described takes place in accordance with the applicable data protection regulations. To the extent required by law, Porsche Sales & Marketplace will obtain the appropriate consent. Further information can be found in the data privacy policy at <https://connect-store.porsche.com/nl/en/t/privacy>.

## 24 Right of withdrawal for consumers

If the Customer is a consumer pursuant to Sec. 6:230g of the Dutch Civil Code (Burgerlijk Wetboek "BW"), he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Sec. 6:230g BW means every natural person who acts for purposes that are outside his/her trade, business or profession. Hereafter, the term "contract" means the purchase of the Service Package "Porsche Connect". In the following, the Customer is instructed on his/her right of withdrawal:

- I/we(\*) hereby cancel the contract concluded by me/us(\*) for the purchase of the following goods(\*)/the provision of the following service(\*)
- Ordered on(\*)/received on(\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (required for paper notifications only)
- Date

(\*) *Strike out if not applicable.*

### Cancellation policy

#### Right of cancellation

You have the right to cancel this contract within 14 days without specifying a reason.

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

To exercise your right of cancellation, you are required to inform us of this (Contact Porsche - c/o Porsche Sales & Marketplace GmbH - Postfach 41 42, 73744 Ostfildern, Germany, telephone number: 08000 221 542, email address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com)) by submitting a clear statement (e.g. a letter sent by post or email) detailing your decision to cancel this contract. You can use the enclosed sample cancellation letter for this, but it is not obligatory.

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

#### Effects of cancellation

If you cancel this contract, we shall reimburse all payments received from you, including the costs of delivery (with the exception of the additional costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), immediately and no later than 14 days from the day on which we receive your letter concerning your decision to cancel this contract. We will reimburse all payments using the same method of payment you used for the original transaction, unless we have expressly agreed otherwise with you; in any event, you will not incur any charges as a result of this reimbursement. If you have requested that the services should begin during the cancellation period, you must pay us an appropriate amount to cover the share of services already provided up to the time at which you inform us of your intention to exercise your right of cancellation for this contract, as compared with the total scope of services included in the contract.

### Sample cancellation form

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

- To Contact Porsche - c/o Porsche Sales & Marketplace GmbH - Postfach 41 42, 73744 Ostfildern, Germany, email address: [smartmobility@nl.porsche.com](mailto:smartmobility@nl.porsche.com):