



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 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/pl/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 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.

- Address of the consumer(s),
- Signature of the consumer(s) (only if this form is notified on paper),
- Date

(\*) Delete as appropriate

### Right of withdrawal for consumers

If the Customer is a consumer according to Article 27 of the Act on Consumer Rights, he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract pursuant to No. 1.1 and 3.1. A deviating right of withdrawal may apply for Customers that are consumers within the meaning of Article 22<sup>1</sup> of the Polish Civil Code for the purchase of Porsche Products, pursuant to No. 5.1; in such case a specific information will be provided. Consumer pursuant to Article 22<sup>1</sup> of the Civil Code means natural persons who carries out with entrepreneur a judicial act which is not directly related to his economic or professional activity. 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 in case of Services and in case of delivery of Porsche Products from the day of which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the Porsche Product. 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: 00800 3211425, e-mail address: [smartmobility@pl.porsche.com](mailto:smartmobility@pl.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@pl.porsche.com](mailto:smartmobility@pl.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),



PORSCHE

## Porsche Smart Mobility 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 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/pl/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 unless otherwise stated in the service descriptions.

Porsche Sales & Marketplace may further develop the My Porsche app 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 security code can be changed at a later date in the customer profile.

#### 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 push 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 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 Article 27 of the Act on Consumer Rights, you have a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Article 22<sup>1</sup> of the Polish Civil Code means natural persons who carries out with entrepreneur a judicial act which is not directly related to his economic or professional activity. 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 Smart Mobility GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany, phone number: 00800 3211425, e-mail address: [smartmobility@pl.porsche.com](mailto:smartmobility@pl.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 Smart Mobility GmbH - P.O. Box 41 42, 73744 Ostfildern, Germany gal, e-mail address: [smartmobility@pl.porsche.com](mailto:smartmobility@pl.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**)

These Terms of Use govern the use of the Porsche Connect "Car Security Package". These Terms of Use apply in addition to the Terms and Conditions for 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.

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 +48 22 457 08 64**

National Service Provider:  
Securitas Polska Sp. z o. o.  
Ul. Postepu 6  
02-676 Warszawa  
Poland

**"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/pl/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/pl/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 unless those arise from the fault of Porsche Connect.

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, or (ii) 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/pl/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

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

4.2 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.

4.3 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.

4.4 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 Article 27 of the Act on Consumer Rights, he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Article 22<sup>1</sup> of the Civil Code means a natural person who carries out with entrepreneur a judicial act which is not directly related to his economic or professional activity.. 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: 00800 3211425, e-mail address: [smartmobility@pl.porsche.com](mailto:smartmobility@pl.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@pl.porsche.com](mailto:smartmobility@pl.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 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/pl/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 Article 27 of the Act on Consumer Rights, you have a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Article 22<sup>1</sup> of the Polish Civil Code means natural persons who carries out with entrepreneur a judicial act which is not directly related to his economic or professional activity. 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: 00800 3211425, e-mail address: smartmobility@pl.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@pl.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 Charging Service" (hereinafter also referred to as **TU**)

These Terms of Use govern the use of the "Porsche Charging Service". These Terms of Use also apply in addition to the General Terms and Conditions for 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 use of the 'Porsche Charging Service' has a term of one month and is automatically extended for an indefinite period.

Cancellation is possible at any time at the end of the calendar month, whereby automatic renewal for the following month will be deactivated.

#### 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).

1.6 **Restrictions on use:** the Porsche Charging Service is only permitted for charging the Porsche vehicle activated under the Porsche ID. Any use by Porsche vehicles that have not been activated for this service or that belong to other brands is not permitted.

Access to the Porsche Charging Lounge is only permitted for Porsche vehicles activated under the Porsche ID.

## 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. At 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. To finish the charging process completely, the vehicle must be disconnected from the charging station. Only then will the charging duration for billing purposes end. 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 (for technical reasons, the charging history in the app 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://www.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 as well as any basic fees incurred. This information can be viewed in the My Porsche app 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 the Customer is a consumer according to Article 27 of the Act on Consumer Rights, he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract pursuant to No. 1.1 and 3.1. A deviating right of withdrawal may apply for Customers that are consumers within the meaning of Article 22<sup>1</sup> of the Polish Civil Code for the purchase

of Porsche Products, pursuant to No. 5.1; in such case a specific information will be provided. Consumer pursuant to Article 22<sup>1</sup> of the Civil Code means natural persons who carries out with entrepreneur a judicial act which is not directly related to his economic or professional activity. 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 in case of Services and in case of delivery of Porsche Products from the day of which the consumer or a third party other than the carrier and indicated by the consumer acquires physical possession of the Porsche Product. 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: 00800 3211425, e-mail address: [smartmobility@pl.porsche.com](mailto:smartmobility@pl.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@pl.porsche.com](mailto:smartmobility@pl.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 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) 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 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/pl/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.

**Prerequisites:** to activate an individual FoD service in the vehicle, the desired function must be purchased in the Porsche Connect Store and then activated in the vehicle.

**Activation:** after booking an individual FoD service in the Porsche Connect Store, the function must be activated in the vehicle. To do this, the vehicle must be connected to the mobile network via the integrated eSIM, and private mode must remain switched off until the activation process is completed. The instructions in Porsche Communication Management (PCM) must be followed to successfully complete the activation.

**Period of use:** the individual FoD service is available to Porsche customers solely as an unlimited service for the entire period of the vehicle's use.

**Prices/payment terms:** the prices and payment terms for individual FoD services are described and available for viewing in the Porsche Connect Store.

**Availability:** the respective individual FoD services are solely available for the Taycan vehicle series up to model year 2023 in certain countries. The individual availability and offering concept depend in particular on the current software version of the vehicle and can be viewed in the Porsche Connect Store when logged in. Visit the Porsche Connect Store at the following link: <https://connect-store.porsche.com/pl/en/>.

#### 1. Porsche Intelligent Range Manager

**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.

#### 2. Power Steering Plus

**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.

#### 3. Porsche InnoDrive

**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.

**Prerequisites:** in order to continue using the full range of Porsche InnoDrive functions, a renewal (subject to a charge) or separate map updates are required after the inclusive period of the Connect package has expired (further information on the inclusive period of the Connect package for your vehicle can be found at <https://connect-store.porsche.com/pl/en/>).

#### 4. Active Lane Keeping

**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.

#### 5. Comfort Access

**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.

## 6. Porsche Dynamic Light System Plus

**Description:** The FoD individual service "Porsche Dynamic Light System Plus" adjusts the light range to different situations, for example city / country / motorway lighting.

## 7. Updates

We provide updates for your individual FoD service for at least the legally required period and in accordance with the legally mandated scope, unless a different agreement is made with you in accordance with legal requirements.

## 8. Right of Withdrawal for Consumers

If the Customer is a consumer or enjoys equivalent protection pursuant to Article 27 of the Act on Consumer Rights, he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Article 22<sup>1</sup> of the Polish Civil Code means natural person who undertakes towards a business entity a legal act which is not directly related to his/her economic or professional activity. The equivalent protection is awarded to a natural person who enters into a contract directly related to that person's professional activity, if the contract is not of professional nature to that person, taking into account the subject of the contract and the person's scope of activity. 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) and not earlier than from the day of 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: 00800 3211425 , email address: smartmobility@pl.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@pl.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) or person(s) enjoying equivalent protection
- Address of the consumer(s) or person(s) enjoying equivalent protection,
- Signature of the consumer(s) or person(s) enjoying equivalent protection (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/pl/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/pl/en/>. Prior to purchase, Customer will be informed whether respective service is available in Customer's country.

**Term:** from 1 month.

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

**Further requirements for the use of all services included in the Service Package:** The Porsche Communication Management 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. Radio Plus

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

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

### 5. News

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

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

### 6. Weather

6.1 **Description:** The service "Weather" displays the current weather situation and the forecast for the following hours and days for the current position, the activated destination as well as any stored 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.

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

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

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

### 8. Car Control

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

### 9. Trip Control

9.1 **Services:** You have the option to check the trip data of your vehicle remotely. This includes: Driving time, route, average

speed and average consumption for all types of journey (short, recurring, long).

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

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

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

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

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

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

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

11.3 **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.

### 12. Car Finder

12.1 **Services:** You can have the location and position of your vehicle displayed remotely. The current position of the mobile end device used for this function is also displayed on a map. If no current position of the vehicle is available (e.g. because it is parked in an underground garage), the most recently saved GPS position is used. By activating the privacy mode, you can deactivate the transfer of data.

12.2 **Restrictions of use:** This service is exclusively available when data transfer works failure-free. Other than that, the service is fully available during the journey and when the vehicle is stationary.

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

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

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

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

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

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

#### 15. Pre-heater

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

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

#### 16. Car Alarm

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

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

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

#### 17. Location Alarm

17.1 **Services:** You can set a geographic border remotely in the form of a circle. You receive a message as soon as the vehicle leaves or enters this area. You can maintain up to four areas at the same time. In the case of an event (the vehicle leaves or enters an area), you receive a message or a push notification including a map displaying the location where the event took place.

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

#### 18. Speed Alarm

18.1 **Services:** You can remotely set a speed value. You receive a message if the speed of the vehicle exceeds the set speed value. You can maintain up to four speed values at the same time. In the case of an event (the vehicle exceeds a speed value), you receive a message or a push notification including a map displaying the location where the event took place.

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

#### 19. Valet Alarm

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

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

#### 20. Calendar

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

20.2 **Restrictions of use:** The direct dial-in to conference calls (i.e. dial-in without entering a PIN or other conference ID) is only possible for supported meeting invitation formats and via Bluetooth with the PCM-connected mobile phone.

21. **Charging Planner (Only available in: Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Great Britain, Ireland, Italy, Latvia, Montenegro, Netherlands, Norway, Poland, Romania, Serbia, Slovakia, Spain, Sweden, Switzerland, Australia, Canada, Japan, Malaysia, Mexico, New Zealand, Puerto Rico, Singapore, South Africa, South Korea, Taiwan, USA.)**

21.1 **Description:** The service "Charging Planner" improves the travel route of the PCM navigation system based on the destination chosen, the remaining range, the driving profile, available real-time traffic information as well as available charging stations and their charging capacity to achieve the shortest total travel time possible (driving time and charging stops). Required charging stops are automatically included in the travel route.

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

#### 22. Media Streaming

22.1 **Description:** The music streaming (Apple Music®) and podcasts (Apple Podcasts®) and Spotify services offer direct and 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.

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@pl.porsche.com](mailto:smartmobility@pl.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) or person(s) enjoying equivalent protection,
- Address of the consumer(s) or person(s) enjoying equivalent protection,
- Signature of the consumer(s) or person(s) enjoying equivalent protection (only if this form is notified on paper),
- Date

(\*) Delete as appropriate

### Right of Withdrawal for Consumers

If the Customer is a consumer or enjoys equivalent protection pursuant to Article 27 of the Act on Consumer Rights, he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Article 22<sup>1</sup> of the Polish Civil Code means natural person who undertakes towards a business entity a legal act which is not directly related to his/her economic or professional activity. The equivalent protection is awarded to a natural person who enters into a contract directly related to that person's professional activity, if the contract is not of professional nature to that person, taking into account the subject of the contract and the person's scope of activity. 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 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: 00800 3211425, email address: [smartmobility@pl.porsche.com](mailto:smartmobility@pl.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



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) 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/pl/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/pl/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.

**1.1.1** 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, electromagneticism, 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' provides predictions, particularly in the areas of the chassis, drive and batteries, and is based on ongoing evaluations of your car data. The predictions will be refined in the future through model optimisations, and/or the scope of covered maintenance and repair needs will be expanded.

The corresponding car data is automatically transmitted to the Porsche systems. You will be informed of individual maintenance and repair needs for selected vehicle components through notifications and status displays in your PCM and/or the My Porsche app. Your Porsche Centre can also retrieve this data and proactively contact you via your chosen communication channel based on this information.

### 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

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 can deactivate and reactivate the online software update service in the My Porsche app at any time.

### 4.2 Use and system restrictions

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

## 5. 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 use of certain data for management purposes and to improve the quality and security 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 app.

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/pl/en/t/privacy>.

## 7. Right of Withdrawal for Consumers

If the Customer is a consumer or enjoys equivalent protection pursuant to Article 27 of the Act on Consumer Rights, he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Article 22<sup>1</sup> of the Polish Civil Code means natural person who undertakes towards a business entity a legal act which is not directly related to his/her economic or professional activity. The equivalent protection is awarded to a natural person who enters into a contract directly related to that person's professional activity, if the contract is not of professional nature to that person, taking into account the subject of the contract and the person's scope of activity. 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: 00800 3211425, email address: smartmobility@pl.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@pl.porsche.com](mailto:smartmobility@pl.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) 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 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/pl/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/pl/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 from the

vehicle handover. More details can be found at <https://connect-store.porsche.com/pl/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 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 selected 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 App Centre

### 6.1 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.

### 6.2 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.

## 6.3 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.

## 6.4 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.

## 7 Porsche2X

### 7.1 Description:

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

### 7.2 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, Czech Republic, Denmark, Estonia, Finland, France, Germany, Great Britain, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, USA.

## 8 Car Control

### 8.1 Description:

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

### 8.2 Use restrictions:

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

## 9 Trip Control

### 9.1 Description:

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

## 9.2 Use restrictions:

Retrievable information is only updated when the ignition status changes.

## 10 Horn & Indicator

### 10.1 Description:

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

### 10.2 Use restrictions:

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

## 11 Lock & Unlock

### 11.1 Description:

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

### 11.2 Use restrictions:

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

### 11.3 Note:

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

## 12 Car Finder

### 12.1 Description:

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

### 12.2 Use restrictions:

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

## 13 E-Control

### 13.1 Description:

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

### 13.2 Use restrictions:

The range indicated by the circle on the map is only an estimated value. The values on the map do not reflect the actual

route distances. Therefore, in reality, locations could be beyond the electric range even if they appear within the electric range circle. This service is available exclusively for electric and hybrid vehicles.

## 14 Climate

### 14.1 Description:

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

### 14.2 Use restrictions:

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

## 15 Car Alarm

### 15.1 Description:

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

### 15.2 Use restrictions:

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

### 15.3 Note:

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

## 16 Location Alarm

### 16.1 Description:

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

### 16.2 Use restrictions:

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

## 17 Breakdown Call

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

## 17.1 Description:

### 17.1.1

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

### 17.1.2

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

#### 17.1.2.1

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

#### 17.1.2.2

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

#### 17.1.2.3

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

### 17.1.3

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

### 17.1.4

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

### 17.1.5

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

## 17.2 Use restrictions:

### 17.2.1

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

### 17.2.2

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

### 17.2.3

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

## 18 Smart Service

### 18.1 Description:

The 'Smart Service' provides predictions, particularly in the areas of the chassis, drive and batteries, and is based on ongoing evaluations of your car data. The predictions will be refined in the future through model optimisations, and/or the scope of covered maintenance and repair needs will be expanded.

The corresponding car data is automatically transmitted to the Porsche systems. You will be informed of individual maintenance and repair needs for selected vehicle components through notifications and status displays in your PCM and/or the My Porsche app. Your Porsche Centre can also retrieve this data and proactively contact you via your chosen communication channel based on this information.

### 18.2 Use restrictions:

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

### 18.3 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.

### 19 Good to know – Driver's Manual

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

#### 19.1 Description:

##### 19.1.1

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

##### 19.1.2

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

##### 19.1.3

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

##### 19.1.4

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

##### 19.1.5

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

#### 19.2 Use restrictions:

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

### 20 Updates

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

### 21 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 to improve the quality and security 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 app.

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/pl/en/t/privacy>.

### 22 Right of withdrawal for consumers

If the Customer is a consumer or enjoys equivalent protection pursuant to Article 27 of the Act on Consumer Rights, he/she has a right of withdrawal for a period of 14 days in case of the conclusion of the contract. Consumer pursuant to Article 221 of the Polish Civil Code means natural person who undertakes towards a business entity a legal act which is not directly related to his/her economic or professional activity. The equivalent protection is awarded to a natural person who enters into a contract directly related to that person's professional activity, if the contract is not of professional nature to that person, taking into account the subject of the contract and the person's scope of activity. 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:

#### 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: 00800 321 1425, email address: [smartmobility@pl.porsche.com](mailto:smartmobility@pl.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@pl.porsche.com](mailto:smartmobility@pl.porsche.com):
- I/we(\*) hereby cancel the contract concluded by me/us(\*) for  
the purchase of the following goods(\*)/the provision of the  
following service(\*)
- Ordered on(\*)/received on(\*)
- Name of the consumer(s)
- Address of the consumer(s)
- Signature of the consumer(s) (required for paper notifications  
only)
- Date

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