



PORSCHE

Porsche Sales & Marketplace Canada Ltd.

Terms and Conditions

for the use of My Porsche Portal and Porsche's Online Marketplace Functionalities (incl. the Porsche Connect Store) as well as the sale of Porsche Connect Services and Porsche Sales & Marketplace Products (hereafter referred to as **T&C**)

1. Scope and Definitions

- 1.1.** Porsche Sales & Marketplace Canada Ltd. (hereafter referred to as **Porsche Sales & Marketplace, PSM or We**) operates under www.porsche.com
- (i) the My Porsche Portal (hereafter referred to as **My Porsche Portal**) and
 - (ii) 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 (hereafter referred to as **Products**) and (ii) provision of vehicle related and vehicle independent services (hereafter referred to as **Services**).

1.2. User of the My Porsche Portal and the Marketplace may be, as defined below, (i) Customers and (ii) Sellers.

1.3. Customer may be a (i) consumer or (ii) supplier pursuant to s. 1 of the Consumer Protection Act, 2002 (Ontario), who purchases Products and/or Services.

1.4. Seller may be

- (i) Porsche Sales & Marketplace or
- (ii) a third party seller (including other Porsche entities) (hereafter referred to as **Third Party Seller**),

who provides Customers with their own Marketplace store, under which they provide and sell Products and/or Services.

1.5. These T&C apply for

- (i) the use of the My Porsche Portal and the Marketplace pursuant to No. 2 by Customer, and
- (ii) sales via the Porsche Connect Store pursuant to No. 3.

These T&C shall also apply to all future transactions with Customer. The application of Customer's conflicting, deviating or supplementary terms and conditions shall be excluded, even if Porsche Sales & Marketplace does not expressly object to such terms and conditions.

2. Conditions of Use of the My Porsche Portal and the Marketplace for Customers

2.1. Porsche ID-Contract for the Use of the My Porsche Portal

2.1.1. In order to use the My Porsche Portal the conclusion of a Porsche ID-Contract entered into between Customer and Porsche Sales & Marketplace is necessary. The Porsche ID-Contract is concluded (a) in connection with the vehicle purchase by incorporating these T&C into the separate vehicle purchase agreement, (b) by acceptance through registration on the My Porsche Portal or (c) by acceptance at the time of booking one or several Porsche Connect Services in the Porsche Connect Store as specified under No. 3 as a framework agreement for the provision, use and booking of Products or Services.

2.1.2. The Porsche ID-Contract alone (that means without any purchasing of any Products or Services) does not impose any purchase obligation and/or payment obligation on Customer.

2.1.3. The content of the Porsche ID-Contract is determined by these T&C, in each case in their most recent version at the time of the conclusion of the respective Porsche ID-Contract. Porsche Sales & Marketplace may amend these T&C for legitimate reasons, in particular for legal, regulatory or security reasons. If Porsche Sales & Marketplace amends these T&C after the conclusion of a Porsche ID-Contract, the changes will be valid as of acceptance by Customer.

2.1.4. Customer is obliged (i) to provide accurate and truthful information about his/her person at the time of registration on the My Porsche Portal and (ii) in case of respective changes to correct without undue delay the information on the My Porsche Portal insofar such information are mandatory for the performance of the Porsche ID-Contract. Such mandatory information are marked as such when requested on the My Porsche Portal or on the Marketplace.

2.2. Transfer and Termination of Porsche ID-Contract

2.2.1. A Porsche ID-Contract existing with a Customer may not be transferred to a third party without Porsche Sales & Marketplace's approval.

2.2.2. Customer and Porsche Sales & Marketplace may terminate the Porsche ID-Contract as a whole at any time. Porsche Sales & Marketplace is in particular entitled to exclude individual Customer from the My Porsche Portal and the Marketplace. The termination of the Porsche ID-Contract shall not affect any already concluded individual sale contracts for Products or Services between Customer and Seller. The termination of the Porsche ID-Contracts takes effect (i) in case the Customer has purchased any fixed-term Product or any fixed-term Service upon expiration of the remaining fixed-term or otherwise (ii) immediately.

2.2.3. The termination may be made in writing, via email or via the My Porsche Portal via the function "Delete Account".

2.2.4. A right of termination for cause remains unaffected by the aforementioned provisions.

2.3. Use of the Marketplace by Customers

2.3.1. Customers with a Porsche ID-Contract may use the Marketplace.

2.3.2. Customer may not use Products or Services for illegal purposes and Customer will not permit that third parties will do so. Customer is not entitled to process the data and information received during the use of the Marketplace for business purposes or to disclose such data and information to any third party for business purposes.

2.4. Porsche Sales & Marketplace's Role and Performance of Contracts concluded on Marketplace

- 2.4.1. Porsche Sales & Marketplace is the operator of the Marketplace. Porsche Sales & Marketplace and Third Party Seller may sell Products and/or provide Services on the Marketplace. The Seller is indicated on the respective product detail page.
- 2.4.2. Porsche Sales & Marketplace functions as mediator for transactions concluded between Customers and Third Party Seller for the sale of Products or Services. Any such contract is solely concluded between Customer and Third Party Seller. Porsche Sales & Marketplace in particular does not act as a representative of any User, in particular of any Third Party Seller. Customer shall refrain from doing anything to create a false impression that it is endorsed by, partnering with, or acting on behalf of or for the benefit of Porsche Sales & Marketplace. In particular, Porsche Sales & Marketplace shall not be responsible and/or held liable for any contracts entered into between Customer and Third Party Seller. Porsche Sales & Marketplace does not control nor verify the information which Third Party Seller or any Customer provide. For contracts entered into between Customer and Third Party Seller further terms may apply, such as terms of use or terms of sale, which are indicated on the respective product detail page.
- 2.4.3. In case of an order by Customer, Porsche Sales & Marketplace shall notify the Third Party Seller and provide it with the transaction data (e.g. Customer's name) required for the conclusion and performance of the contract.
- 2.4.4. In case of any disputes arising from a contract for Products or Services, Seller and Customer must directly cooperate together to find a solution.

2.5. Porsche Sales & Marketplace's Liability for the use of the Marketplace and the Porsche ID-Contract

- 2.5.1. Porsche Sales & Marketplace accepts no liability for the accuracy and actuality of data and information provided by Customer and Third Party Seller.
- 2.5.2. In case of slight negligence, Porsche Sales & Marketplace is liable only for violations of material contractual obligations (cardinal obligations). Cardinal obligations are material contractual obligations the contract is deemed to impose on Porsche Sales & Marketplace according to its objectives and purpose and a breach of which jeopardizes the purpose of the contract and which are deemed to be necessary for due and careful completion of the contract and may with good reason be permanently relied on by Customer. This liability is limited to the typically foreseeable damage at the time of entering into the contract.
- 2.5.3. The personal liability of statutory representatives, agents and employees of Porsche Sales & Marketplace for damages caused by slight negligence is also limited to the extent described in No. 2.5.2.
- 2.5.4. The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any mandatory liability. Furthermore, it shall not apply if and to the extent Porsche Sales & Marketplace has assumed a guaranty.
- 2.5.5. Customer shall take all reasonable measures necessary to avert and reduce damages.

2.6. IP Rights

Notwithstanding the foregoing, Customer is obliged to respect and not to infringe on intellectual property rights, including but not limited to copyrights, designs, trademarks and patents, (hereafter referred to as **IP rights**) of Porsche Sales & Marketplace, other Users and other third parties. Customer shall indemnify and hold harmless Porsche Sales & Marketplace from all claims that other Users or other third parties

assert against Porsche Sales & Marketplace due to a violation of their IP rights insofar as Customer is responsible for such infringement. Customer assumes the costs of the necessary legal defense of Porsche Sales & Marketplace including all court and attorney fees.

Porsche Sales & Marketplace shall not be deemed to adopt any content relating to IP rights of third parties or other Users as its own.

2.7. Data Protection

We abide by our privacy policy which can be found at any time under <https://connect-store.porsche.com/ca/en/t/privacy>.

2.8. Use of Data

- 2.8.1. In connection with the use of the My Porsche Portal and the use of the Marketplace, in particular by purchasing Products or Services on the Marketplace, certain data - potentially also personal data - may be collected in order to perform the respective contract for purchased Products or Services. It may for example be necessary depending on the purchased Product or Service for the provision of such Product or Service to collect the status of certain parts or to collect data on the environment and to analyze such data.
- 2.8.2. Porsche Sales & Marketplace may use data as indicated in No. 2.8.1 in an anonymized form for (i) the purpose of managing and improving the quality, safety, and security of Products or Services and (ii) for other commercial purposes.
- 2.8.3. 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 (see No. 2.8.2) - to other third parties.
- 2.8.4. The Usage of data according to this number will be in compliance with applicable data protection law. Further information can be found in the Privacy Notice at <https://connect-store.porsche.com/ca/en/t/privacy>.

2.9. Applicable Law and Jurisdiction

- 2.9.1. To the extent that the Customer is a supplier or a legal person under public law, the courts in Ontario, Canada are the exclusive forum for all disputes arising from contractual agreements entered into between the Customer and Porsche Sales & Marketplace.
- 2.9.2. For all disputes arising from or in relation to this contractual agreement, Ontario law and the federal laws of Canada apply under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Despite the application of these Canadian laws, Customers who are consumers also enjoy the protection of the mandatory provisions of the law of the jurisdiction in which the consumer has its habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the jurisdiction in which the consumer has its habitual residence, such as consumer protection laws, shall remain unaffected.

2.10. Final Provisions

- 2.10.1. Customer may assign the rights arising from the parties' contractual relationship to third parties only with Porsche Sales & Marketplace's written consent.
- 2.10.2. If a provision of these T&C is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.

3. Conditions of Sales via the Porsche Connect Store

3.1. General

3.1.1. On the Marketplace, Porsche Sales & Marketplace provides the Customers with the Porsche Connect Store (hereafter referred to as **Porsche Connect Store**) in which Porsche Sales & Marketplace provides (i) vehicle related and vehicle independent services (hereafter referred to as **Porsche Connect Services**) and (ii) possible further products and services (hereafter referred to as **PSM Products**).

3.1.2. In addition to the foregoing provisions, this No. 3 applies for the use of the Porsche Connect Store, the booking and use of Porsche Connect Services as well as the purchase and possible use of PSM Products by a Customer of Porsche Sales & Marketplace (hereafter referred to as **PSM Customer**). PSM Customer is a Primary User, a Secondary User and a General User as defined under No. 3.2. Porsche Sales & Marketplace offers a selection of different services and products. For such additional conditions, such as terms of use may apply.

3.2. Primary and Secondary Users, General Users

3.2.1. **Primary User** in relation to a Connectable vehicle (that is a Porsche with which Porsche Connect Services may be used) is the PSM Customer who is (a) the owner, (b) the keeper of the vehicle and/or (c) a member of a user group which is explicitly permitted by Porsche Sales & Marketplace as Primary User (in particular lessees or employees which are provided with a company car). A Connectable vehicle has exactly one Primary User. For a Primary User the complete scope of functions of the My Porsche Portal, the Porsche Connect Store and the booked Porsche Connect Services is available. In particular, the booking and configuration of vehicle related and vehicle independent Porsche Connect Services and PSM Products is possible.

3.2.2. **Secondary User** in relation to a Connectable vehicle is a PSM Customer, who is not a Primary User but who is authorized as Secondary User by the Primary User and who has concluded a Porsche ID-Contract. The scope of functions of the My Porsche Portal, the Porsche Connect Store and the booked Porsche Connect Services depends on the scope of rights granted by the Primary User and/or the system to the Secondary User. In particular, the booking of vehicle related services is not possible, while their configuration is subject to the rights granted by the Primary User and the booking and configuration of vehicle independent Porsche Connect Services and PSM Products is generally possible.

3.2.3. **General User** is a PSM Customer who is neither Primary nor Secondary User in relation to at least one Connectable vehicle. Porsche Connect Store with limited scope of functions is provided to a General User. In particular the booking and configuration of vehicle related Porsche Connect Services is not possible, while the booking and configuration of vehicle independent Porsche Connect Services and PSM Products is possible.

3.3. Conclusion of Contract

3.3.1. The presentation of Porsche Connect Services and PSM Products in the Porsche Connect Store does not constitute binding offers by Porsche Sales & Marketplace to enter into a sales contract, but merely invite the PSM Customer to make a binding declaration as to whether and which goods it wants to order from Porsche Sales & Marketplace (*invitatio ad offerendum*). The PSM Customer may choose Porsche Connect Services or PSM Products from the product range in the Porsche Connect Store and collect them in a so-called shopping cart via e.g. the button "Add to Cart". Before clicking the button "Order with Obligation to Pay" (or similar), all Porsche Connect Services or PSM Products selected by the PSM Customer, their total price including statutory VAT (GST/HST) in the respective applicable amount as well as duties, charges and shipping costs are again displayed in an order

overview to the PSM Customer for review. At that stage, the PSM Customer will have the opportunity to identify and correct any incorrect entries before finally placing the binding order. Before placing the binding order, the contractual provisions including these T&C can be accessed once again and saved in reproducible form by the PSM Customer. Via the button "Order with Obligation to Pay" (or similar), the PSM Customer submits a binding offer for the conclusion of a sales contract on the Porsche Connect Services or PSM Products collected in the cart. The offer can, however, only be submitted and transferred if the PSM Customer accepts, and thereby includes in its offer, these T&C by clicking a corresponding button.

3.3.2. Porsche Sales & Marketplace shall confirm receipt of the PSM Customer's order by e-mail. However, such confirmation of receipt is not yet a legally binding acceptance of the PSM Customer's order.

3.3.3. The contract shall only become effective once Porsche Sales & Marketplace has accepted the PSM Customer's offer. Porsche Sales & Marketplace's order acceptance can be made expressly by way of a declaration in text form, e.g. by sending a written order confirmation by e-mail, by providing the Porsche Connect Services or by Porsche Sales & Marketplace handing over the PSM Products for dispatch and informing the PSM Customer accordingly. The sales contract shall be governed exclusively by the contents of the order acceptance and these T&C. Verbal agreements or promises shall only be valid if an authorized employee of Porsche Sales & Marketplace has confirmed them in writing.

3.3.4. If the Porsche Connect Services ordered by the PSM Customer cannot be delivered, e.g. because the corresponding goods are not in stock, or the Porsche Connect Services cannot be provided, Porsche Sales & Marketplace may refrain from accepting the order. In this case, no contract will be concluded. Porsche Sales & Marketplace shall inform the PSM Customer thereof without undue delay.

3.3.5. The contract terms will be saved and stored after the contract has been concluded, but are no longer accessible to the PSM Customer. The PSM Customer will, however, be provided with any and all contractual provisions and these T&C (by e-mail or letter).

3.4. Booking of Porsche Connect Services

3.4.1. Individual or several Porsche Connect Services may separately be booked in the Porsche Connect Store in accordance with these T&C and possible further applicable terms of use. Insofar a provision of these T&C conflicts with the respective further terms of use, the further terms of use shall prevail.

3.4.2. Availability, description, term, prices and payment terms of the Porsche Connect Services are detailed in the Porsche Connect Store and may be specified in the further terms of use. The availability of vehicle related Porsche Connect Services depends on the equipment of the respective vehicle.

3.4.3. Vehicle related Porsche Connect Services may only be booked by a Primary User for a Connectable vehicle for which a respective Vehicle Link exists in the My Porsche Portal (see No. 3.4.4). They are vehicle-bound and may not be transferred to another Connectable vehicle or be used in another Connectable vehicle. This also applies if the Primary User of the respective Connectable vehicle is also a Primary User of another Connectable vehicle at the same time.

3.4.4. PSM Customer may view on the My Porsche Portal whether and if so which vehicles are linked with its Porsche ID-Contract (hereafter referred to as **Vehicle Link**) and for which Vehicle Link they are defined as Primary User or Secondary User. If a respective Vehicle Link is not displayed to a Primary User on the My Porsche Portal, the Primary User may request on the My Porsche Portal or through a Porsche Center the set-up of the respective Vehicle Link. The set-up of the respective Vehicle Link can be made subject by Porsche Sales & Marketplace to the provision of appropriate proof and in case of a used

vehicle subject to the deletion of the relevant Vehicle Link by the previous Primary User according to No. 3.6.1 (i).

3.5. Sales of PSM Products

- 3.5.1. Individual or several PSM Products may be separately purchased in the Porsche Connect Store in accordance with these T&C and further terms of use. Insofar a provision of these T&C conflicts with the further terms of use, the further terms of use shall prevail.
- 3.5.2. Availability, description, (as the case may be) term, purchase price, payment and delivery terms of the PSM Product are detailed in the Porsche Connect Store and may be specified in the further terms of use.
- 3.5.3. Please note that the purchase of PSM Products may be subject to other and farther-reaching conditions. Insofar this is the case, We will expressly indicate this prior to the purchase.

3.6. Sale and/or permanent transfer of the vehicle

- 3.6.1. In case of sale or permanent transfer of a Connect-able vehicle to a third party (hereafter referred to as **Used-Car Purchaser**) the Primary User has (i) to delete the respective Vehicle Link on the My Porsche Portal and (ii) to inform the Used-Car Purchaser on any existing Porsche Connect Services for the respective Connect-able vehicle.
- 3.6.2. In case of sale or permanent transfer of a Connect-able vehicle, the Primary User - in addition to its termination rights of the Porsche ID-Contract pursuant to No. 2.2.2- may terminate all Porsche Connect Services concerning the relevant vehicle with 2 weeks' notice to the end of the calendar month. Insofar as a Porsche Connect Service is terminated before the end of its term pursuant to sentence 1, there will be no reimbursement (not even proportionally) of the respective made payment. The Used-Car Purchaser may however make use of the remaining term if it concludes a Porsche ID-Contract and books the respective Porsche Connect Service. The Primary User is free to make an arrangement with the Used-Car Purchaser with respect to a possible compensation in the amount of the remaining value of the Porsche Connect Services.

3.7. Term and Termination of the Porsche Connect Services

- 3.7.1. PSM Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) and Porsche Sales & Marketplace may terminate a free of charge Porsche Connect Service without an agreed minimum term (that is a Porsche Connect Service for which no minimum term is agreed; see insofar No. 3.7.2) with 2 weeks' notice to the end of the calendar month.
- 3.7.2. PSM Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) and Porsche Sales & Marketplace may terminate a fixed-term Porsche Connect Service (that is a Porsche Connect Service for which a fixed term with an automatic prolongation of such term is agreed) with 2 weeks' notice to the end of the fixed-term, if otherwise the term would be prolonged automatically. The terms of use for the respective Porsche Connect Service may govern deviating termination modalities.
- 3.7.3. In case of a termination of the Porsche ID-Contract pursuant to No. 2.2, the Porsche Connect Services will in any case be provided to the PSM Customer subject to the respective applicable numbers of these T&C until the end of the respective term or their termination pursuant to No. 3.7.1 to 3.7.2.
- 3.7.4. The termination pursuant to No. 3.6.2 as well as No. 3.7.1 to 3.7.2 may be made in writing, via email or via the Porsche Connect Store via the function "*Terminate Automatic Prolongation*".
- 3.7.5. A right of termination for cause remains unaffected by the aforementioned provisions.

3.8. Rights in case of Defects

The statutory provisions regarding PSM Customer's rights in case of defects apply.

3.9. Porsche Sales & Marketplace's Liability for Sales via the Porsche Connect Store

- 3.9.1. In case of slight negligence Porsche Sales & Marketplace is liable only for violations of material contractual obligations (cardinal obligations). Cardinal obligations are material contractual obligations the contract is deemed to impose on Porsche Sales & Marketplace according to its objectives and purpose and a breach of which jeopardizes the purpose of the contract and of which are deemed to be necessary for due and careful completion of the contract and may with good reason be permanently relied on by PSM Customer. This liability is limited to the typically foreseeable damage at the time of entering into the contract.
- 3.9.2. The personal liability of statutory representatives, agents and employees of Porsche Sales & Marketplace for damages caused by slight negligence is also limited to the extent described in No. 3.9.1.
- 3.9.3. The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any mandatory liability. Furthermore, it shall not apply if and to the extent Porsche Sales & Marketplace has assumed a guaranty.
- 3.9.4. PSM Customer shall take all reasonable measures necessary to avert and reduce damages.

3.10. Data protection

PSM Customer is obliged to inform drivers of a vehicle for which a Vehicle Link exists on the privacy policy of Porsche Sales & Marketplace and the possibility of the collection of their personal data during the use of Porsche Connect Services.

Further information can be found in the privacy policy under <https://connect-store.porsche.com/ca/en/t/privacy>

3.11. Use of Data

- 3.11.1. In connection with the use of the Porsche Connect Store, in particular by purchasing Porsche Connect Services, certain data - potentially also personal data - may be collected in order to perform the respective contract for purchased Porsche Connect Services. It may for example be necessary depending on the purchased Porsche Connect Services for the provision of such service to collect the status of certain parts or to collect data on the environment and to analyze such data.
- 3.11.2. Porsche Sales & Marketplace may use data as indicated in No. 3.11.1 in an anonymized form for (i) the purpose of managing and improving the quality, safety, and security of Porsche Connect Services and/or PSM Products (including Porsche vehicles) and (ii) for other commercial purposes.
- 3.11.3. 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 (see No. 2.8.2) - to other third parties.
- 3.11.4. The usage of data according to this number will be in compliance with applicable data protection law. Further information can be found

in the data protection and privacy information at <https://connect-store.porsche.com/ca/en/t/privacy>.

3.12. CUSTOMER SERVICE

In case of questions, claims or complaints, please contact our customer service by

(i) e-mail: privacy@porsche.ca or

3.13. Applicable Law and Jurisdiction

3.13.1. To the extent that PSM Customer is a supplier or a legal person under public law, the courts in Ontario, Canada are the exclusive forum for all disputes arising from contractual agreements entered into between PSM Customer and Porsche Sales & Marketplace.

3.13.2. For all disputes arising from or in relation to this contractual agreement, Ontario law and the federal laws of Canada apply under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Despite the application of these Canadian laws, PSM Customers who are consumers also enjoy the protection of the mandatory provisions of the law of the jurisdiction in

which the consumer has its habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the jurisdiction in which the consumer has its habitual residence, such as consumer protection laws, shall remain unaffected.

3.14. Final Provisions

3.14.1. PSM Customer may assign the rights arising from the parties' contractual relationship to third parties only with Porsche Sales & Marketplace's written consent.

3.14.2. If a provision of the sales contract and/or these T&C is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.