



PORSCHE

PORSCHE (CHINA) MOTORS LIMITED

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 China Products (hereafter referred to as **T&C**)

1. Scope and Definitions

1.1. Porsche (China) Motors Limited, 17/F, No. 826 Century Avenue, China (Shanghai) Pilot Free Trade Zone (hereafter referred to as **Porsche China, PCN 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 natural person or a legal person, who purchases Products and/or Services.

1.4. **Seller** may be

- (i) Porsche China 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 China 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 China 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 China may amend these T&C for business necessity and other probable reasons, in particular for legal, regulatory or security reasons. If Porsche China 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 which is necessary for the Porsche China to fulfill the obligations of Porsche ID 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. Such mandatory information are marked as such when requested on the My Porsche Portal or on the Marketplace. Without such information, Porsche China is not able to provide the registration process, or provide relevant products and/or services.

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 China's approval.

2.2.2. Customer and Porsche China may terminate the Porsche ID-Contract as a whole at any time. 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 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. Customers without a Porsche ID-Contract may also use the Marketplace via the function "Ordering as Guest" (to the extent available).

2.3.2. Customer may not use Products or Services for illegal purposes and Customer will not permit any illegal usage of third parties who use the Products or Services with Customer's authorization. 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 China's Role and Performance of Contracts concluded on Marketplace

2.4.1. Porsche China is the operator of the Marketplace. Porsche China and Third Party Seller may sell Products and/or provide Services on the Marketplace. Information of The Seller is indicated on the respective product detail page.

2.4.2. Porsche China 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 China in particular does not act as a representative, agent or employer 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 China. In particular, Porsche China shall not be responsible and/or held liable for any contracts entered into between Customer and Third Party Seller. Porsche China 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 China 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 to the extent as permitted by applicable laws.

2.4.4. In case of any disputes arising from a contract for Products or Services, Seller and Customer shall directly cooperate together to find a solution.

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

2.5.1. Porsche China accepts no liability for the accuracy and actuality of data and information provided by Customer and Third Party Seller.

2.5.2. Unless Porsche China is intentionally or grossly negligent, Porsche China is liable only for violations of material contractual obligations. For the purpose of this TaC, Material contractual obligations are obligations the contract is deemed to impose on Porsche China 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 limitation of liability as set out above is subject to the mandatory provisions under the applicable laws of the PRC., Furthermore, it shall not apply if and to the extent Porsche China has assumed a guaranty or undertaking.

2.5.4. 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 China and its relevant affiliates (i.e., other Porsche entities) (hereafter referred to as **Porsche IP Owners**), other Users and other third parties. Customer shall indemnify and hold harmless Porsche IP Owners from all claims that other Users or other third parties assert against Porsche IP Owners 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 IP Owners including all court and attorney fees.

Porsche China 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/cn/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. Customer understands and agrees Porsche China 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 related to Products or Services.

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 China or other Porsche entities in this context and - to the extent such data is anonymized (see No. 2.8.2) - to other third parties, to the extent as permitted by PRC laws. In cases involving customers' personal information, depending on the specific circumstances, Porsche China will inform customers of the identity of the aforementioned overseas data recipients, their contact details, the purpose of processing, the manner of processing, the type of personal information, the manner in which the relevant personal information subjects may exercise their legal rights, and obtain the individual consent of the relevant personal information subjects for cross-border data provision by appropriate means.

2.8.4. The Usage of data according to this number will be in compliance with applicable cybersecurity law, data security law, personal information protection law and consumer protection law. Further information can be found in the data protection and privacy information at <https://connect.store.porsche.com/cn/en/t/privacy>.

2.9. Applicable Law and Jurisdiction

2.9.1. Contractual agreements entered into between Customer and Porsche China shall be governed by and interpreted in accordance with PRC laws (for the purpose of this TaC, not include the laws of Hong Kong SAR, Macao SAR and Taiwan). The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

2.9.2. For all disputes arising from or in relation to this contractual agreement, Porsche China and Customer shall attempt in the first instance to resolve such dispute through friendly consultation or mediation. If the dispute cannot be resolved in the above manner within thirty (30) days after one party has issued a written notice to the other party to commence consultations, either party may submit the dispute to Shanghai International Arbitration Centre (hereafter referred to as **SHIAC**) for arbitration in Shanghai in accordance with the arbitration rules of SHIAC then in effect by three (3) arbitrators appointed in accordance with the said rules. The place of arbitration shall be Shanghai. The arbitral award shall be final and binding upon Porsche China and Customer. The cost of arbitration shall be allocated as determined in the arbitral award. Pending arbitration of such dispute, each party shall continue to perform its obligations under these terms and conditions, except for the matters in dispute.

2.10. Final Provisions

2.10.1. Customer may assign the rights and obligations arising from the parties' contractual relationship to third parties only with Porsche China'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 or the remaining part of provision shall remain unaffected hereby.

3. Conditions of Sales via the Porsche Connect Store

3.1. General

3.1.1. On the Marketplace, Porsche China provides the Customers with the Porsche Connect Store (hereafter referred to as **Porsche Connect Store**) in which Porsche China 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 **PCN 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 PCN Products by a Customer of Porsche China (hereafter referred to as **PCN Customer**). PCN Customer is a Primary User, a Secondary User and a General User as defined under No. 3.2. Porsche China 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 Connect-able vehicle (that is a Porsche with which Porsche Connect Services may be used) is the PCN 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 China as Primary User (in particular lessees or employees which are provided with a company car). A Connect-able 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 PCN Products is possible.

3.2.2. **Secondary User** in relation to a Connect-able vehicle is a PCN 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 PCN Products is generally possible.

3.2.3. **General User** is a PCN Customer who is neither Primary nor Secondary User in relation to at least one Connect-able 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 PCN Products is possible.

3.3. Conclusion of Contract

3.3.1. The presentation of Porsche Connect Services and PCN Products in the Porsche Connect Store does not constitute binding offers by Porsche China to enter into a sales contract. The PCN Customer may choose Porsche Connect Services or PCN 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" (or similar), all Porsche Connect Services or PCN Products selected by the PCN Customer, their total price including VAT in the respective applicable amount and other applicable taxes and charges are again displayed in an order overview to the PCN Customer for review. At that stage, the PCN Customer will have the opportunity to identify and amend any 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 PCN Customer. Via the button "Order" (or similar), the PCN Customer submits a binding offer for the conclusion of a sales contract on the Porsche Connect Services or PCN Products collected in the cart. The offer can, however, only be submitted and transferred if the PCN Customer accepts, and thereby includes in its offer, these T&C by clicking a corresponding button.

3.3.2. Porsche China shall confirm receipt of the PCN Customer's order (the offer) by e-mail. However, such confirmation of

receipt is not yet a legally binding acceptance of the PCN Customer's order.

- 3.3.3. The contract shall only become effective once Porsche China has accepted the PCN Customer's offer in the manner set out in this article. Porsche China's order acceptance can (only) 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 China handing over the PCN Products for dispatch and informing the PCN 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 China has expressly confirmed them in writing.
- 3.3.4. If the Porsche Connect Services ordered by the PCN Customer cannot be delivered, e.g. because the corresponding goods are not in stock, or the Porsche Connect Services cannot be provided, Porsche China may refrain from accepting the order. In this case, no contract will be concluded between Porsche China and PCN Customer. Porsche China shall inform the PCN Customer of the decision and the reason 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 PCN Customer. The PCN 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 Connect-able 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 Connect-able vehicle or be used in another Connect-able vehicle. This also applies if the Primary User of the respective Connect-able vehicle is also a Primary User of another Connect-able vehicle at the same time.
- 3.4.4. PCN 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 China 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 PCN Products

- 3.5.1. Individual or several PCN 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, term, purchase price, payment and delivery terms of the PCN 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 PCN Products may be subject to other and farther-reaching conditions. Insofar this is the case, Porsche China 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 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 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 a 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, and Porsche China is not responsible for such arrangement.

3.7. Term and Termination of the Porsche Connect Services

- 3.7.1. PCN Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) and Porsche China 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 a 2 weeks notice to the end of the calendar month.
- 3.7.2. PCN Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) and Porsche China 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 a 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 PCN 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. Right of Withdrawal for Consumers

If the PCN Customer is a natural person who enters into a legal transaction for purposes that predominantly are outside his/her trade, business or profession (hereafter referred to as **Consumer**), he/she has a right of withdrawal for a period of 14 days in case of the (i) booking of Porsche Connect Services pursuant to No. 3.3 and 3.4. and (ii) purchase of PCN Products pursuant to No. 3.3 and 3.5. A deviating right of withdrawal may apply for PCN Customers that are Consumers and in such case specific information will be provided. In the following, the PCN 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 (i) the day of the conclusion of the contract if you purchased Porsche Connect Services and (ii) the day on which you have or a third party designated by you (who is not a carrier) has received the PCN Products purchased by you or, in the case of a contract relating to multiple PCN Products ordered by you in one order and delivered separately, from the day on which you have or a third party designated by you (who is not a carrier) has received the last PCN Product purchased by you. To exercise the right of withdrawal, you must inform us (phone number: 4006-910-911, e-mail address: connect@cn.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.

Information on the expiry of the right of withdrawal:

The right of withdrawal expires prematurely in the case of services if the service has been completely rendered and the PCN Customer requested the service to start before the expiry of the withdrawal period. The right of withdrawal expires prematurely in the case of contracts relating to digital content if the PCN Customer requests and carries out the download of the digital content before the expiry of the withdrawal period.

To exercise the right of withdrawal, you may use the following model withdrawal form, but it is not obligatory.

Model withdrawal form

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

- To Porsche Connect Support, e-mail address: connect@cn.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

3.9. Rights in case of Defects

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

3.10. Porsche China's Liability for Sales via the Porsche Connect Store

3.10.1. Unless Porsche China is intentionally or grossly negligent, Porsche China is liable only for violations of material contractual obligations. This liability is limited to the typically foreseeable damage at the time of entering into the contract.

3.10.2. The limitation of liability as set out above shall be subject to applicable laws of the PRC. Furthermore, it shall not apply if and to the extent Porsche China has assumed a guaranty or undertaking.

3.10.3. PCN Customer shall take all reasonable measures necessary to avert and reduce damages.

3.11. Data protection

PCN Customer is obliged to inform drivers of a vehicle for which a Vehicle Link exists on the privacy policy of Porsche China and the possibility of the collection of their personal data during the use of Porsche Connect Services. If the driver continues to use relevant services, it is deemed that the driver agrees and accept the privacy policy.

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

3.12. Use of Data

- 3.12.1. 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.
- 3.12.2. Customer agrees that Porsche China may use data as indicated in No. 3.12.1 in an anonymized form for (i) the purpose of managing and improving the quality, safety, and security of Porsche Connect Services and/or PCN Products (including Porsche vehicles) and (ii) for other commercial purposes related to Products or Services.
- 3.12.3. For the above purposes, such data may also be transferred to other Porsche entities and other third parties that are engaged by Porsche China or other Porsche entities in this context and - to the extent such data is anonymized (see No. 2.8.2) - to other third parties, to the extent as permitted by PRC laws if such Porsche entities and third parties are incorporated outside of China. In cases involving customers' personal information, depending on the specific circumstances, Porsche China will inform customers of the identity of the aforementioned overseas data recipients, their contact details, the purpose of processing, the manner of processing, the type of personal information, the manner in which the relevant personal information subjects may exercise their legal rights, and obtain the individual consent of the relevant personal information subjects for cross-border data provision by appropriate means.
- 3.12.4. The usage of data according to this number will be in compliance with applicable cybersecurity law, data security law, personal information protection law and consumer protection law. Further information can be found in the data protection and privacy information at <https://connect-store.porsche.com/cn/en/t/privacy>

3.13. CUSTOMER SERVICE

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

- (i) e-mail: connect@cn.porsche.com or
- (ii) Porsche Connect Support: 4006 - 910 - 911

3.14. Applicable Law and Jurisdiction

- 3.14.1. Contractual agreements entered into between PCN Customer and Porsche China shall be governed by and interpreted in accordance with PRC laws (for the purpose of this TaC, not include the laws of Hong Kong SAR, Macao SAR and Taiwan). The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- 3.14.2. For all disputes arising from or in relation to this contractual agreement, Porsche China and PCN Customer shall attempt in the first instance to resolve such dispute through friendly consultation or mediation. If the dispute cannot be resolved in the above manner within thirty (30) days after one party has issued a written notice to the other

party to commence consultations, either party may submit the dispute to Shanghai International Arbitration Centre (hereafter referred to as **SHIAC**) for arbitration in Shanghai in accordance with the arbitration rules of SHIAC then in effect by three (3) arbitrators appointed in accordance with the said rules. The place of arbitration shall be Shanghai. The arbitral award shall be final and binding upon Porsche China and PCN Customer. The cost of arbitration shall be allocated as determined in the arbitral award. Pending arbitration of such dispute, each party shall continue to perform its obligations under these terms and conditions, except for the matters in dispute.

3.15. Final Provisions

- 3.15.1. PCN Customer may assign the rights and obligations arising from the parties' contractual relationship to third parties only with Porsche China's written consent.
- 3.15.2. 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 or the remaining part of the provision shall remain unaffected hereby.

Due to the regulatory restrictions under the applicable laws of the PRC, Porsche China may not be able to directly provide PCN Customer with certain Porsche Connect Services and/or PCN Products available at the Porsche Connect Store. Therefore, Porsche China may need to engage a Third Party Seller to provide PCN Customer with the relevant Porsche Connect Services and/or PCN Products. Should that be the case, PCN Customer agrees to comply with the contract concluded with the Third Party Seller in addition to these T&C to the applicable extent. No. 2.4.2 and No. 2.4.4 shall apply here *mutatis mutandis*.