



PORSCHE

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 Smart Mobility Products
(hereafter referred to as T&C)**

1. Scope and Definitions

1.1. Porsche Cars Australia Pty Ltd (ACN 004 327 048) of 109-111 Victoria Parade, Collingwood VIC 3066, Australia (hereafter referred to as **Porsche Cars Australia, PCA** or **We**) operate the website www.porsche.com.au and provide:

- (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 pursuant to section 3 of the Australian Consumer Law set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) or (ii) merchant, retailer or another legal person who purchases Products and/or Services.

1.4. **Seller** may be:

- (i) Porsche Cars Australia; 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 to:

- (i) the use of the My Porsche Portal and the Marketplace pursuant to Clause 2 by Customer; and
- (ii) sales via the Porsche Connect Store pursuant to Clause 3.

The then-current version of these T&C (including these T&C as amended in accordance with Clause 2.1.3) will 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 Cars Australia 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 Cars Australia 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 Clause 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. These T&C are incorporated into, and form part of each Porsche ID-Contract, in each case the version of these T&C which is current at the time of the conclusion of the respective Porsche ID-Contract. Porsche Cars Australia may amend these T&C for legitimate reasons, in particular for legal, regulatory or security reasons. If Porsche Cars Australia amends these T&C after the conclusion of a Porsche ID-Contract, Porsche Cars Australia will notify the Customer and such changes will only be valid once accepted by Customer.

2.1.4. Customer is obliged (i) to provide accurate and truthful information about themselves at the time of registration on the My Porsche Portal and (ii) where necessary, to correct without undue delay the information on the My Porsche Portal insofar as such information is mandatory for the performance of the Porsche ID-Contract. Such mandatory information is 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. An existing Porsche ID-Contract with a Customer may not be transferred to a third party without Porsche Cars Australia's approval.

2.2.2. Either Customer or Porsche Cars Australia may terminate the Porsche ID-Contract as a whole at any time. Porsche Cars Australia 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. Termination in accordance with this Clause 2.2 will be effective on notice to the other party 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 third parties to do so. Customer is not entitled to process the data and information received during the use of the Marketplace for its own business purposes or to disclose such data and information to any third party for its own business purposes.
- 2.4. **Porsche Cars Australia's Role and Performance of Contracts concluded on Marketplace**
- 2.4.1. Porsche Cars Australia is the operator of the Marketplace. Porsche Cars Australia and Third Party Sellers may sell Products and/or provide Services on the Marketplace. The Seller is indicated on the respective product detail page.
- 2.4.2. Porsche Cars Australia functions as an intermediary for transactions concluded between Customers and Third Party Sellers for the sale of Products or Services. Any such contract is solely concluded between Customer and Third Party Seller. Porsche Cars Australia 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 Cars Australia. In particular, Porsche Cars Australia shall not be responsible and/or held liable for any contracts entered into between a Customer and a Third Party Seller. Porsche Cars Australia does not control nor verify the information which Third Party Seller or any Customer provides. 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 Cars Australia 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 Cars Australia's Liability for the use of the Marketplace and the Porsche ID-Contract**
- 2.5.1. Porsche Cars Australia accepts no liability for the accuracy and actuality of data and information provided by Customer and Third Party Seller.
- 2.5.2. To the full extent permitted by law and subject to Clauses 2.5.3 and 2.5.5, Porsche Cars Australia's total cumulative liability to Customer for any and all claims, whether in contract, tort (including negligence), statute or otherwise, arising out of or in connection with these T&C will not exceed the fees actually paid by Customer to Porsche Cars Australia in the twelve (12) month period immediately preceding the first event giving rise to liability hereunder (or, in the case of multiple events, the earliest date liability arose).
- 2.5.3. To the full extent permitted by law and subject to Clause 2.5.5, Porsche Cars Australia, its directors, officers, employees or agents will not be liable for any special, indirect, incidental, punitive, exemplary or consequential loss; any loss of revenue; loss of profits; loss of data; loss of goodwill, lost opportunity or for any loss of or interruption to Customer's business.
- 2.5.4. To the full extent permitted by law and subject to Clause 2.5.5, all warranties, conditions, guarantees, terms, representations and undertakings, other than as expressly set out in these T&C, whether express, implied or verbal, statutory or otherwise, and

whether arising under these T&C or otherwise, are hereby excluded including, without limitation, the implied warranties of merchantability, non-infringement and fitness for a particular purpose.

- 2.5.5. Certain legislation, including the *Competition and Consumer Act 2010* (Cth), may imply warranties, conditions, guarantees or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These T&C must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision of these T&C, to the extent to which it is entitled to do so, Porsche Cars Australia limits its liability in respect of any claim under those provisions to, at its option:
- (i) in the case of goods, the replacement or repair of the goods, or the supply of equivalent goods or the payment of the cost of replacing or repairing the goods or of acquiring equivalent goods; and
 - (ii) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.
- 2.5.6. The limitations of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the Australian Consumer Law and in case of any further mandatory liability.
- 2.5.7. 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 Cars Australia, other Users and other third parties. Customer shall indemnify and hold harmless Porsche Cars Australia from all claims that other Users or other third parties assert against Porsche Cars Australia due to a violation of their IP rights insofar as Customer is responsible for such infringement. Customer assumes the costs of the necessary legal defence of Porsche Cars Australia including all court and attorney fees. Porsche Cars Australia 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/au/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 the purchase of Products or Services on the Marketplace, certain data - including personal data - may be collected, used and disclosed by Porsche Cars Australia in order to perform the respective contract for purchased Products or Services. For example, depending on the purchased Product or Service, it may be necessary for the provision of such Product or Service for Porsche Cars Australia to collect the status of certain parts or to collect data on the environment and to analyse such data.
- 2.8.2. Porsche Cars Australia may use data as indicated in Clause 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 and for any purpose set out in our privacy policy, such data may also be transferred to other Porsche entities and other third parties that are engaged by

Porsche Cars Australia or other Porsche entities in this context and - to the extent such data is anonymized (see Clause 2.8.2) - to other third parties.

2.8.4. The usage of data according to this Clause 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/au/en/t/privacy>.

2.9. **Applicable Law and Jurisdiction**

2.9.1. Melbourne, Australia is the exclusive forum for all disputes arising from contractual agreements entered into between Customer and Porsche Cars Australia.

2.9.2. For all disputes arising from or in relation to this contractual agreement, the laws of Victoria, Australia applies without regard to the United Nations Convention on Contracts for the International Sale of Goods ("CISG").

2.10. **Final Provisions**

2.10.1. Customer may only assign the rights arising from the parties' contractual relationship to third parties with Porsche Cars Australia's prior 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.

3. **Conditions of Sales via the Porsche Connect Store**

3.1. **General**

3.1.1. On the Marketplace, Porsche Cars Australia provides the Customers with access to the Porsche Connect Store (hereafter referred to as **Porsche Connect Store**) in which Porsche Cars Australia 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 **PCA Products**).

3.1.2. In addition to the foregoing provisions, this Clause 3 applies to the use of the Porsche Connect Store, the booking and use of Porsche Connect Services as well as the purchase and possible use of PCA Products by a Customer of Porsche Cars Australia (hereafter referred to as **PCA Customer**). PCA Customer may be a Primary User, a Secondary User or a General User, as defined under Clause 3.2. Porsche Cars Australia offers a selection of different services and products and additional conditions, such as terms of use, may apply to the provision of these services and products.

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 PCA 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 Cars Australia as Primary User (in particular lessees or employees which are provided with a company car). Each connectable vehicle may only have one Primary User. A Primary User is entitled to the complete scope of functions available on the My Porsche Portal, the Porsche Connect Store and the booked Porsche Connect Services. In particular, the booking and configuration of vehicle related and vehicle independent Porsche Connect Services and PCA Products is available to Primary Users.

3.2.2. **Secondary User** in relation to a connectable vehicle is a PCA 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 available to a Secondary User 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 available to Secondary Users, the configuration of vehicle related services is subject to the rights granted by the Primary User, and the booking and configuration of vehicle independent Porsche Connect Services and PCA Products is generally available to Secondary Users.

3.2.3. **General User** is a PCA Customer who is neither Primary nor Secondary User in relation to at least one connectable vehicle. A General User is entitled to a limited scope of functions available on the 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 available, while the booking and configuration of vehicle independent Porsche Connect Services and PCA Products is available.

3.3. **Conclusion of Contract**

3.3.1. The presentation of Porsche Connect Services and PCA Products in the Porsche Connect Store do not constitute binding offers by Porsche Cars Australia to enter into a sales contract, but merely invite the PCA Customer to make a binding declaration as to whether and which goods it wants to order from Porsche Cars Australia (invitatio ad offerendum). The PCA Customer may choose Porsche Connect Services or PCA 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 Basket". Before clicking the button "Order with Obligation to Pay" (or similar), all Porsche Connect Services or PCA Products selected by the PCA Customer, the total price for the relevant products and/or services, including any amount of statutory GST payable as well as duties, charges and shipping costs, are again displayed in an order overview provided to the PCA Customer for review. At that stage, the PCA 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 PCA Customer. By clicking the button "Order with Obligation to Pay" (or similar), the PCA Customer submits a binding offer for the conclusion of a sales contract in respect of the relevant Porsche Connect Services or PCA Products collected in the cart. The offer will only be submitted and transferred if the PCA Customer accepts, and thereby includes in its offer, these T&C by clicking a corresponding button.

3.3.2. Porsche Cars Australia shall confirm receipt of the PCA Customer's order by e-mail. However, such confirmation of receipt does not constitute a legally binding acceptance of the PCA Customer's order.

3.3.3. The contract shall only become effective once Porsche Cars Australia has accepted the PCA Customer's offer. Porsche Cars Australia will accept an order 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 Cars Australia handing over the PCA Products for dispatch and informing the PCA 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 Cars Australia has confirmed them in writing.

3.3.4. If the Porsche Connect Services ordered by the PCA Customer cannot be delivered, e.g. because the corresponding goods are

- not in stock, or the Porsche Connect Services cannot be provided, Porsche Cars Australia may reject or refrain from accepting the order. In this case, no contract will be concluded. Porsche Cars Australia shall inform the PCA 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 PCA Customer. The PCA 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 any further applicable terms of use. Insofar as a provision of these T&C conflicts with any relevant 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 any further applicable 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 Clause 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. PCA 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 set-up of the relevant Vehicle Link on the My Porsche Portal or through a Porsche Centre. Porsche Cars Australia may specify that the set-up of the respective Vehicle Link is subject 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 Clause 3.6.1(i).
- 3.5. **Sales of PCA Products**
- 3.5.1. Individual or several PCA Products may be separately purchased in the Porsche Connect Store in accordance with these T&C and any further applicable terms of use. Insofar as a provision of these T&C conflicts with any relevant 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 PCA 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 PCA Products may be subject to other and farther-reaching conditions. Insofar as 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 connectable vehicle to a third party (hereafter referred to as **Used-Car Purchaser**), the Primary User must: (i) delete the respective Vehicle Link on the My Porsche Portal; and (ii) inform the Used-Car Purchaser of any existing Porsche Connect Services for the respective connectable vehicle.
- 3.6.2. In case of sale or permanent transfer of a connectable vehicle, the Primary User - in addition to its termination rights of the Porsche ID-Contract pursuant to Clause 2.2.2 - may terminate all Porsche Connect Services concerning the relevant vehicle on written notice at least 2 weeks prior 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 of this Clause, there will be no reimbursement (not even proportionally) of any payment already made. The Used-Car Purchaser may, however, make use of the remaining term of the service 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. The PCA Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) and Porsche Cars Australia may terminate any 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 Clause 3.7.2) on written notice at least 2 weeks prior to the end of the calendar month.
- 3.7.2. The PCA Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) and Porsche Cars Australia may terminate a fixed-term Porsche Connect Service (that is a Porsche Connect Service for which a fixed term, with an automatic extension of such term, is agreed) on written notice at least 2 weeks prior to the end of the fixed-term, where the term would otherwise be automatically extended. The terms of use for the respective Porsche Connect Service may provide alternative termination rights.
- 3.7.3. In case of a termination of the Porsche ID-Contract pursuant to Clause 2.2, the Porsche Connect Services will in any case be provided to the PCA Customer subject to the applicable Clauses of these T&C until expiry of the term of the relevant Porsche Connect Services or their termination pursuant to Clause 3.7.1 to 3.7.2.
- 3.7.4. Termination pursuant to Clause 3.6.2 as well as Clause 3.7.1 to 3.7.2 will be effective on notice to the other party 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 PCA Customer's rights in case of defects apply.
- 3.9. **Porsche Cars Australia's Liability for Sales via the Porsche Connect Store**
- 3.9.1. To the full extent permitted by law and subject to Clauses 3.9.2 and 3.9.4, Porsche Cars Australia's total cumulative liability to PCA Customer for any and all claims, whether in contract, tort (including negligence), statute or otherwise, arising out of or in connection with these T&C will not exceed the fees actually paid by PCA Customer to Porsche Cars Australia in the twelve (12) month period immediately preceding the first event giving rise to liability hereunder (or, in the case of multiple events, the earliest date liability arose).
- 3.9.2. To the full extent permitted by law and subject to Clause 3.9.4, Porsche Cars Australia, its directors, officers, employees or agents will not be liable for any special, indirect, incidental,

- punitive, exemplary or consequential loss; any loss of revenue; loss of profits; loss of data; loss of goodwill, lost opportunity or for any loss of or interruption to PCA Customer's business.
- 3.9.3. To the full extent permitted by law and subject to Clause 3.9.4, all warranties, conditions, guarantees, terms, representations and undertakings, other than as expressly set out in these T&C, whether express, implied or verbal, statutory or otherwise, and whether arising under these T&C or otherwise, are hereby excluded including, without limitation, the implied warranties of merchantability, non-infringement and fitness for a particular purpose.
- 3.9.4. Certain legislation, including the *Competition and Consumer Act 2010* (Cth), may imply warranties, conditions, guarantees or impose obligations which cannot be excluded, restricted or modified except to a limited extent. These T&C must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision of these T&C, to the extent to which it is entitled to do so, Porsche Cars Australia limits its liability in respect of any claim under those provisions to, at its option:
- (i) in the case of goods, the replacement or repair of the goods, or the supply of equivalent goods or the payment of the cost of replacing or repairing the goods or of acquiring equivalent goods; and
 - (ii) in the case of services, the supply of the services again or the payment of the cost of having the services supplied again.
- 3.9.5. The limitations of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the Australian Consumer Law and in case of any further mandatory liability.
- 3.9.6. The PCA Customer shall take all reasonable measures necessary to avert and reduce damages.
- 3.10. **Data protection**
- 3.10.1 The Customer is obliged to inform drivers of a vehicle for which a Vehicle Link exists on the privacy policy of Porsche Connect and the possibility of the collection, use and disclosure of their personal data during the use of Porsche Connect Services for the purposes and to the recipients described in these T&C and the Privacy Policy.
- 3.10.2 Further information, including contact details for PCA's Privacy Officer, can be found in that Privacy Policy.
- 3.10.3 Further, PCA and various third parties may be able to track and monitor the vehicle's location using the SIM and/or GPS functionality (where available on the vehicle). Unless otherwise stated, this tracking will start immediately and will be continuous and ongoing.
- 3.10.4 You consent to this tracking and warrant and must ensure that all drivers or users of the vehicle are aware of this location tracking and consent to it also. We rely on this consent for the purposes of provision of the services to you and any other driver or user of the vehicle.
- 3.10.5 We may use, disclose and process this location data (which may include personal data) for the purposes outlined in this T&C and our Privacy Policy. Further information can be found in the privacy policy under: <https://connect-store.porsche.com/au/en/t/privacy>.
- 3.11. **Use of Data**
- 3.11.1 In connection with the use of the Porsche Connect Store, in particular the purchase of Porsche Connect Services, certain data - including personal data - may be collected, used and disclosed by Porsche Cars Australia in order to perform the respective contract for purchased Porsche Connect Services. For example, depending on the purchased Porsche Connect Services, it may be necessary for the provision of such service for Porsche Cars Australia to collect the status of certain parts or to collect data on the environment and to analyse such data.
- 3.11.2. Porsche Cars Australia may use data as indicated in Clause 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 PCA Products (including Porsche vehicles) and (ii) for other commercial purposes.
- 3.11.3. For the above purposes, and any other purpose set out in our privacy policy, such data may also be transferred to other Porsche entities and other third parties that are engaged by Porsche Cars Australia or other Porsche entities in this context and - to the extent such data is anonymized (see Clause 3.11.2) - to other third parties.
- 3.11.4. The usage of data according to this Clause 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/au/en/t/privacy>.
- 3.12. **Customer Service**
 Contact: Manager, CRM & Customer Relations
 Telephone: 1800 711 911
 Postal address: 109-111 Victoria Parade, East Melbourne VIC 8002
 Email address: customer.commitment@porsche.com.au
- 3.13. **Applicable Law and Jurisdiction**
- 3.13.1. Melbourne, Australia is the exclusive forum for all disputes arising from contractual agreements entered into between PCA Customer and Porsche Cars Australia.
- 3.13.2. For all disputes arising from or in relation to this contractual agreement, the laws of Victoria, Australia applies without regard to the United Nations Convention on Contracts for the International Sale of Goods ("CISG").
- 3.14. **Final Provisions**
- 3.14.1. PCA Customer may assign the rights arising from the parties' contractual relationship to third parties only with Porsche Cars Australia'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.