



PORSCHE

PORSCHE SMART MOBILITY GmbH

Odredbe i Uslovi

za korištenje My Porsche Portala i Porsche Online Tržišnih Funkcionalnosti (uključujući i Porsche Connect Trgovine) kao i prodaju Porsche Connect Usluga i Porsche Smart Mobility Proizvoda (u daljem tekstu **Uslovi i odredbe**)

1. Obim i Definicije

1.1. Porsche Smart Mobility GmbH, Porscheplatz 1, DE-70435 Stuttgart, PDV broj 131905001339 (u daljem tekstu **Porsche Smart Mobility, PSM ili Mi**) upravlja putem www.porsche.com (i) My Porsche Portalom (u daljem tekstu **My Porsche Portal**) i (ii) Raznim online tržišnim funkcionalnostima (u daljem tekstu **Tržište**) radi (i) prodaje Porsche vozila, dijelova, opreme i drugih neovisnih proizvoda povezanih sa vozilom (u daljem tekstu **Proizvodi**) i (ii) pružanja usluga koje su povezane sa vozilom ili su neovisne od vozila (u daljem tekstu **Usluge**).

1.2. **Korisnik** My Porsche Portala i Tržišta može biti, kako je definisano dole (i) Klijent i (ii) Prodavac.

1.3. **Klijent** može biti (i) korisnik u skladu sa Odjelom 13 Zakona o obligacijama Njemačke (*Bürgerliches Gesetzbuch*, "**BGB**") ili člana 1. stav 3. Zakona o zaštiti potrošača Bosne i Hercegovine ("**CPA**") ili (ii) trgovac, pravno lice u skladu sa javnim pravom ili posebna imovina (*Sondervermögen*) po javnom pravu koje kupuje Proizvode i/ili Usluge.

1.4. **Prodavac** može biti (i) Porsche Smart Mobility ili (ii) treće lice (uključujući druga Porsche pravna lica) (u daljem tekstu **Prodavac Treće Lice**), koje Klijentima čini dostupnim vlastitu Trgovinu, putem koje pružaju i prodaju Proizvode i/ili usluge.

1.5. Ovi Uslovi i odredbe se primjenjuju na (i) Korištenje My Porsche Portala i Trgovine u skladu sa tačkom br. 2. od strane Klijenata, i (ii) prodaju putem Porsche Connect Prodavnice u skladu sa tačkom br. 3. Ovi Uslovi i odredbe će se također primjenjivati na sve buduće transakcije sa Klijentima. Primjena uslova i odredbi Klijenta koje su protivne, drugačije ili dopunske ovim Uslovima i odredbama će biti isključena, čak i ukoliko Porsche Smart Mobility izričito ne prigovori tim odredbama i uslovima.

2. Uslovi za Korištenje My Porsche Portala i Trgovine za Klijente

2.1. Porsche ID-Ugovor za Korištenje My Porsche Portala

2.1.1. Kako bi došlo do korištenja My Porsche Portala, neophodno je zaključenje Porsche ID-Ugovora između Klijenta i Porsche Smart Mobility. Porsche ID-Ugovor se zaključuje (a) u vezi sa kupovinom vozila, putem uključivanja ovih Odredbi i uslova u zaseban ugovor o kupovini vozila, (b) pristankom putem registracije na My Porsche Portal ili (c) pristankom u momentu kupovine jedne ili više Porsche

Connect Usluga u Porsche Connect Trgovini kako je navedeno pod tačkom br. 3, kao okvirni ugovor za pružanje, korištenje i kupovinu Proizvoda ili Usluga.

2.1.2. Porsche ID-Ugovor sam po sebi (što znači bez kupovine bilo kojih Proizvoda ili Usluga) ne nameće Klijentu bilo kakve obaveze za kupovinu i/ili obaveze plaćanja.

2.1.3. Sadržaj Porsche ID-Ugovora je određen ovim Uslovima i odredbama, uvijek u skladu sa verzijom koja je primjenjiva u vrijeme zaključenja predmetnog Porsche ID-Ugovora. Porsche Smart Mobility može mijenjati ove Uslove i odredbe iz legitimnih razloga, a naročito zbog pravnih, regulatornih ili sigurnosnih razloga. Ukoliko Porsche Smart Mobility izmijeni ove Uslove i odredbe nakon zaključenja Porsche ID-Ugovora, izmjene će stupiti na snagu nakon prihvata od strane Klijenta.

2.1.4. Klijent je obavezan da (i) pruža tačne i istinite informacije o sebi u vrijeme registracije na My Porsche Portal i (ii) u slučaju predmetnih promjena, bez odlaganja ispraviti informacije na My Porsche Portalu u mjeri u kojoj su te informacije neophodne za izvršenje Porsche ID-Ugovora. Te neophodne informacije su kao takve označene kada ih zahtijeva My Porsche Portal ili Trgovina.

2.2. Prenos i Raskid Porsche ID-Ugovora

2.2.1. Porsche ID-Ugovor koji je zaključen sa Klijentom ne smije biti prenesen na treća lica bez saglasnosti Porsche Smart Mobility.

2.2.2. Klijent i Porsche Smart Mobility mogu raskinuti Porsche ID-Ugovor u cijelosti, u bilo koje vrijeme. Porsche Smart Mobility je naročito ovlašten da isključi određenog Klijenta iz My Porsche Portala i Trgovine. Raskid Porsche ID-Ugovora neće biti od uticaja na već zaključene pojedinačne prodajne ugovore za Proizvode ili Usluge između Klijenta i Prodavca. Raskid Porsche ID-Ugovora stupa na snagu (i) u slučaju kada je Klijent kupio bilo koji Proizvod ili Uslugu sa određenim trajanjem, nakon isteka preostalog vremena ili u suprotnom (ii) odmah.

2.2.3. Raskid može biti učinjen pisanim putem, putem emaila ili putem My Porsche Portala putem funkcije "*Izbrisati Račun*".

2.2.4. Gore navedene odredbe neće biti od uticaja na pravo na raskid ugovora u slučaju opravdanog razloga.

2.3. Korištenje Trgovine od strane Klijenata

2.3.1. Klijenti koji imaju Porsche ID-Ugovor mogu koristiti Trgovinu. Klijenti koji nemaju Porsche ID-Ugovor također mogu koristiti Trgovinu putem funkcije "*Naručite kao Gost*" (ukoliko je dostupno).

2.3.2. Klijent ne smije koristiti Proizvode ili Usluge za nezakonite svrhe, te Klijent neće dozvoliti da to rade bilo koja treća lica. Klijent nije ovlašten da u poslovne svrhe obrađuje podatke i informacije koje je primio tokom korištenja Trgovine, niti da učini dostupnim te podatke i informacije bilo kojim trećim licima u poslovne svrhe.

2.4. Uloga Porsche Smart Mobility i Izvršenje Ugovora zaključenih putem Trgovine

2.4.1. Porsche Smart Mobility postupa kao operater Trgovine. Porsche Smart Mobility i Prodavci Treća Lica mogu prodavati Proizvode i/ili pružati Usluge na Trgovini. Prodavac je naveden na stranici sa detaljnim opisom proizvoda.

2.4.2. Porsche Smart Mobility funkcionira kao medijator za transakcije zaključene između Klijenata i Prodavaca Trećih Lica za prodaju Proizvoda ili Usluga. Bilo koji takav ugovor je zaključen isključivo između Klijenta i Prodavca Trećeg Lica. Porsche Smart Mobility naročito ne postupa kao predstavnik bilo kojeg Korisnika, naročito bilo kojeg Prodavca Trećeg Lica. Klijent će se suzdržati od poduzimanja bilo kojih radnji koje bi stvarale lažni utisak da iste podržava, je u partnerstvu sa, ili postupa u ime ili za račun Porsche Smart Mobility. Naročito, Porsche Smart Mobility neće biti odgovoran za bilo koje ugovore zaključene između Klijenta i Prodavca Trećeg Lica. Porsche Smart Mobility ne kontroliše niti provjerava informacije koje Prodavci Treća Lica ili bilo koji Klijenti dostavljaju. Za ugovore zaključene između Klijenta i Prodavca Trećih Lica dodatnih uslovi mogu biti primjenjivi, kao što su uslovi korištenja ili uslovi prodaje, koji su navedeni na stranici sa detaljnim opisom proizvoda.

2.4.3. U slučaju narudžbe od strane Korisnika, Porsche Smart Mobility će obavijestiti Prodavca Treće Lice i dostaviti mu podatke o transakciji (npr. ime Klijenta) koji su neophodni za zaključenje i izvršenje ugovora.

2.4.4. U slučaju bilo kakvih sporova koji proizilaze iz ugovora za Proizvode ili Usluge, Prodavac i Klijent moraju direktno surađivati da pronađu rješenje.

2.5. Odgovornost Porsche Smart Mobility za korištenje Trgovine i Porsche ID-Ugovora

2.5.1. Porsche Smart Mobility ne prihvata odgovornost za tačnost i ažurnost podataka i informacija dostavljenih od strane Klijenta i Prodavca Trećih Lica.

2.5.2. U slučaju blage nepažnje, Porsche Smart Mobility će biti odgovoran samo za povrede materijalnih ugovornih obaveza (glavnih obaveza). Glavne obaveze su materijalne ugovorne obaveze za koje se smatra da ugovor nameće Porsche Smart Mobility u skladu sa njegovim ciljevima i svrhom, čije kršenje dovodi u pitanje svrhu ugovora, te za koje se smatra da su neophodne za uredno i pažljivo ispunjenje ugovora i na koje se, s razlogom, može osloniti Klijent. Ova odgovornost je ograničena na štetu koja se tipično može predvidjeti u momentu zaključenja ugovora.

2.5.3. Lična odgovornost statutarnih zastupnika, agenata i uposlenika Porsche Smart Mobility za štetu koja nastane uslijed blage nepažnje je također ograničena u mjeri navedenoj u odredbi br. 2.5.2.

2.5.4. Ograničenje odgovornosti navedeno gore se neće primjenjivati na štetu koja je izazvana namjerno ili grubom nepažnjom, ličnim povredama koje su prouzrokovane krivicom ili na bilo koju odgovornost u skladu sa Zakonom o odgovornosti za proizvode Njemačke, kao ni u drugim slučajevima obavezne odgovornosti. Nadalje, neće se primjenjivati ukoliko je, i u mjeri u kojoj je, Porsche Smart Mobility preuzeo garanciju.

2.5.5. Klijent će preduzeti sve razumne mjere radi izbjegavanja ili umanjenja štete.

2.6. Prava Intelektualnog Vlasništva

Bez obzira na gore navedeno, Klijent je obavezan da poštuje i ne krši prava intelektualnog vlasništva, uključujući, bez ograničavanja, autorska i povezana prava, industrijski dizajn, žigove i patente (u daljem tekstu **IP prava**) Porsche Smart Mobility, ostalih Korisnika ili trećih lica. Klijent će obešteti Porsche Smart Mobility za sva potraživanja koja drugi Korisnici ili treća lica postavljaju protiv Porsche Smart Mobility uslijed kršenja njihovih IP prava, u mjeri u kojoj je Klijent odgovoran za takvo kršenje. Klijent će snositi troškove potrebnih pravnih zastupnika Porsche Smart Mobility uključujući i sve sudske i advokatske troškove.

Porsche Smart Mobility se neće smatrati da usvaja bilo koji sadržaj u vezi sa IP pravima trećih lica ili drugih Korisnika kao vlastita.

2.7. Zaštita Podataka

Mi postupamo u skladu sa našom policom o zaštiti podataka koja se u bilo koje vrijeme može pronaći na <https://connect-store.porsche.com/ba/en/t/privacy>.

2.8. Korištenje Podataka

2.8.1. Određeni podaci – moguće također i lični podaci – mogu biti prikupljeni u vezi sa korištenjem My Porsche Portala i korištenjem Tržišta, naročito radi kupovine Proizvoda ili Usluga u Trgovini, kako bi se izvršio dati ugovor za kupljeni Proizvod ili Uslugu. To može, naprimjer, biti neophodno ovisno o kupljenom Proizvodu ili Usluzi radi prikupljanja statusa određenih dijelova ili radi prikupljanja podataka o okolini, i radi analiziranja tih podataka.

2.8.2. Porsche Smart Mobility može koristiti podatke navedene u tački br. 2.8.1 u anonimiziranom obliku (i) u svrhu upravljanja i poboljšanja kvalitete i sigurnosti Proizvoda ili Usluga i (ii) za druge komercijalne svrhe.

2.8.3. Za gore navedene svrhe, ti podaci također mogu biti prebačeni drugim Porsche pravnim licima i trećim licima angažovanim od strane Porsche Smart Mobility ili drugih Porsche pravnih lica u vezi s tim – i u mjeri ukoliko su podaci anonimizirani (vidjeti tačku br. 2.8.2) – trećim licima.

2.8.4. Korištenje podataka u skladu sa ovom tačkom će biti u skladu sa primjenjivim zakonima o zaštiti podataka. Dodatne informacije o zaštiti podataka i informacije o privatnosti možete pronaći na <https://connect-store.porsche.com/ba/en/t/privacy>.

2.9. Primjenjivo pravo i Nadležnost

2.9.1. Ukoliko je Klijent trgovac, pravno lice u skladu sa javnim pravom ili posebna imovina (*Sondervermögen*) po javnom pravu, isključivi forum za nadležnost za sve sporove koji proističu iz ugovornih odnosa koje zaključuje Klijenti i Porsche Smart Mobility će biti u Stuttgart, Njemačka. Ukoliko je Klijent potrošač u skladu sa članom 1. stav 3. CPA, isključivo nadležan za sve sporove koji proističu iz ugovornih odnosa koje zaključuje Klijenti i Porsche Smart Mobility će biti relevantni sud u Bosni i Hercegovini.

2.9.2. Za sve sporove koji proističu iz, ili su u vezi sa ovim ugovornim odnosom, primjenjivat će se pravo Njemačke uz isključenje Konvencije Ujedinjenih Nacija o Ugovorima za Međunarodnu Prodaju Robe (CISG). Bez obzira na primjenu prava Njemačke, Klijenti koji su potrošači također uživaju zaštitu putem obavezno primjenjivih propisa države u kojoj potrošač ima uobičajeno prebivalište. Primjena obavezno primjenjivih odredbi koja ograničava izbor prava, a naročito primjenu obavezno primjenjivih zakona države u kojoj potrošač ima uobičajeno prebivalište, kao što su zakoni o zaštiti potrošača, neće biti ugroženi.

2.9.3. Informacije u vezi sa online rješavanjem sporova za sporove potrošača ili u vezi sa alternativnim načinima rješavanja sporova potrošača možete pronaći ovdje: <http://ec.europa.eu/consumers/odr/>.

2.10. Zaključne Odredbe

2.10.1. Klijenti mogu prenijeti prava koja proističu iz ugovornog odnosa strana na treća lica samo uz pismenu saglasnost Porsche Smart Mobility. Odjeljak 354a Zakona o privredi (*Handelsgesetzbuch*; "HGB") neće ovim biti ugrožen.

2.10.2. Ukoliko neka odredba ovih Uslova i odredbi bude ništava, u cijelosti ili djelimično, valjanost preostalih odredbi time neće biti ugrožena.

3. Uslovi za Prodaju putem Porsche Connect Trgovine

3.1. Uopćeno

3.1.1. Na Tržištu, Porsche Smart Mobility pruža svojim Klijentima Porsche Connect Trgovinu (u daljem tekstu **Porsche Connect Trgovina**) putem koje Porsche Smart Mobility pruža (i) usluge koje su povezane sa vozilom i usluge koje su neovisne od vozila (u daljem tekstu **Porsche Connect Usluge**) i (ii) moguće dodatne proizvode i usluge (u daljem tekstu **PSM Proizvode**).

3.1.2. Pored gore navedenih odredbi, ova tačka br. 3 se primjenjuje na korištenje Porsche Connect Trgovine, kupovinu i korištenje Porsche Connect Usluga kao i kupovinu i moguće korištenje PSM Proizvoda od strane Klijenta Porsche Smart Mobility (u daljnjem tekstu **PSM Klijent**). PSM Klijent je Osnovni Korisnik, Sporedni Korisnik i Generalni Korisnik, kako je definisano tačkom br. 3.2. Porsche Smart Mobility pruža selekciju različitih usluga i proizvoda. Za iste, dodatni uslovi, kao uslovi korištenja, se mogu primjenjivati.

3.2. Osnovni i Sporedni Korisnici, Generalni Korisnici

3.2.1. **Osnovni Korisnik** u vezi sa Connect vozilom (to jest Porsche sa kojim se mogu koristiti Porsche Connect Usluge) je PSM Klijent koji je (a) vlasnik, (b) korisnik vozila i/ili (c) član korisničke grupe koja je izričito ovlaštena od strane Porsche Smart Mobility kao Osnovni Korisnik (naročito korisnici lizinga ili uposlenici kojima je dato pravo na korištenje vozila društva). Connect vozilo ima tačno jednog Osnovnog Korisnika. Osnovnom Korisniku je dostupan kompletan raspon funkcionalnosti My Porsche Portala, Porsche Connect Trgovine i rezervisanih Porsche Connect Usluga. Naročito je moguće rezervisanje i konfiguracija Porsche Connect Usluga koje su povezane sa ili neovisne od vozila i PSM Proizvoda.

3.2.2. **Sporedni Korisnik** u vezi sa Connect vozilom je PSM Klijent, koji nije Osnovni Korisnik, ali koji je ovlašten od strane Osnovnog Korisnika kao Sporedni Korisnik i koji je zaključio Porsche ID-Ugovor. Obim funkcionalnosti My Porsche Portala, Porsche Connect Trgovine i rezervisanih Porsche Connect Usluga ovisi od obima prava dodijeljenih od strane Osnovnog Korisnika i/ili sistema Sporednom Korisniku. Naročito nije moguće rezervisanje usluga povezanih sa vozilom, pri čemu je njihova konfiguracija ovisna o obimu prava dodijeljenih od strane Osnovnog Korisnika, dok je rezervisanje i konfiguracija Porsche Connect Usluga koje nisu povezane sa vozilom i PSM Proizvoda načelno moguća.

3.2.3. **Generalni Korisnik** je PSM Korisnik koji nije ni Osnovni ni Sporedni Korisnik u vezi sa bar jednim Connect vozilom. Porsche Connect Trgovina sa ograničenim obimom funkcionalnosti se dodjeljuje Sporednom Korisniku. Naročito nije moguće vršiti rezervacije i konfiguraciju Porsche Connect Usluga povezanih sa vozilom, dok je rezervacija i konfiguracija Porsche Connect Usluga koje nisu povezane sa vozilom i PSM Proizvoda moguća.

3.3. Zaključenje Ugovora

3.3.1. Prezentacija Porsche Connect Usluga i PSM Proizvoda u Porsche Connect Trgovini ne predstavlja obavezujuću ponudu od strane Porsche Smart Mobility da zaključi kupoprodajni ugovor, već samo poziv PSM Klijentu da učini obavezujuću izjavu o tome da li i koje proizvode želi naručiti od Porsche Smart Mobility (*invitatio ad offerendum*). PSM Klijenti mogu izabrati Porsche Connect Usluge ili PSM Proizvode iz dijapazona proizvoda u Porsche Connect Trgovini, i skupiti ih u tzv. Šoping korpici putem npr. dugmeta "Dodati u Kopicu". Prije klika na dugme "Naručiti sa Obavezom Plaćanja (ili slično), sve Porsche Connect Usluge ili PSM Proizvodi označeni od strane PSM Klijenta, njihova ukupna cijena uključujući i obavezni PDV na dati primjenjivi iznos, uključujući poreze, naknade i troškove će ponovno biti prikazani kroz pregled narudžbe, kako bi PSM Klijent mogao isto pregledati. U tom momentu, PSM Klijent će imati mogućnost da identificira i ispravi bilo kakve netačne unose prije nego dostavi konačnu obavezujuću ponudu.

Prije dostavljanja obavezujuće ponude, ugovornim odredbama, uključujući ovim Uslovima i odredbama se može još jednom pristupiti, te se iste mogu pohraniti u format koji se može ponovno izlistati od strane PSM Klijenta. Putem dugmeta "Naručiti sa Obavezom Plaćanja (ili slično), PSM Klijent dostavlja obavezujuću ponudu za zaključenje ugovora o prodaji za Porsche Connect Usluge ili PSM Proizvode navedene u korpici. Međutim, ponuda može biti dostavljena i prenesena samo ukoliko PSM Klijent prihvati, i time uključujući u svoju ponudu, ove Uslove i odredbe putem klika na predmetno dugme.

3.3.2. Porsche Smart Mobility će potvrditi prijem narudžbe PSM Klijenta putem e-maila. Međutim, takva potvrda prijema još uvijek ne predstavlja zakonski obavezujući prihvatanje narudžbe PSM Klijenta.

3.3.3. Ugovor će tek stupiti na snagu nakon što Porsche Smart Mobility prihvati ponudu PSM Klijenta. Prihvatanje narudžbe od strane Porsche Smart Mobility može biti učinjen izričito putem izjave u pisanoj formi, npr. putem dostavljanja pismene potvrde narudžbe putem e-maila, pružanjem Porsche Connect Usluga ili na način da Porsche Smart Mobility preuzme PSM Proizvode za slanje i informiše PSM Klijenta o istome. Za Ugovor o prodaji će biti isključivo mjerodavni uslovi narudžbe i ovi Uslovi i odredbe. Verbalni dogovori ili obećanja će biti valjani samo ukoliko ih je pismenim putem odobrio ovlašten uposlenik Porsche Smart Mobility.

3.3.4. Ukoliko Porsche Connect Usluge koje je naručio PSM Klijent ne mogu biti dostavljene, npr. zbog toga što predmetni proizvodi nisu na stanju, ili Porsche Connect Usluge ne mogu biti pružene, Porsche Smart Mobility se može suzdržati od prihvatanja narudžbe. U tom slučaju, neće doći do zaključenja ugovora. Porsche Smart Mobility će o istome bez odlaganja obavijestiti PSM Klijenta.

3.3.5. Uslovi ugovora će biti spašeni i pohranjeni nakon što ugovor bude zaključen, ali neće više biti dostupni PSM Klijentu. PSM Klijentu će, međutim, biti dostavljene sve ugovorne odredbe i ovi Uslovi i odredbe (putem e-maila ili dopisa).

3.4. Rezervacija Porsche Connect Usluga

3.4.1. Jedna ili više Porsche Connect Usluga mogu biti pojedinačno rezervisane u Porsche Connect Trgovini u skladu sa ovim Uslovima i odredbama, i moguće kasnije primjenjivim uslovima korištenja. U slučaju da su odredbe ovih Uslova i odredbi u suprotnosti sa tim kasnijim uslovima korištenja, ti kasniji uslovi korištenja će biti preovladavajući.

3.4.2. Dostupnost, opis, rok, cijene i uvjeti plaćanja Porsche Connect Usluga su detaljno navedeni u Porsche Connect Trgovini i mogu dalje biti specificirani u uslovima korištenja. Dostupnost Porsche Connect Usluga koje su u vezi sa vozilom ovisi o opremi datog vozila.

3.4.3. Porsche Connect Usluge koje su u vezi sa vozilom mogu biti rezervisane samo od strane Osnovnog Korisnika za Connect vozilo za koji postoji Link za Vozilo u My Porsche Portalu (vidjeti tačku br. 3.4.4). Isti su vezani za vozilo i ne mogu biti preneseni na drugo Connect vozilo ili biti korišteni u drugom Connect vozilu. Ovo se također primjenjuje ukoliko je Osnovni Korisnik datog Connect vozila također Osnovni Korisnik drugog Connect vozila u isto vrijeme.

3.4.4. PSM Klijent može na My Porsche Portalu vidjeti da li su, i ukoliko jesu koja, vozila povezana sa njegovim Porsche ID-Ugovorom (u daljem tekstu **Link za Vozilo**) i za koji Link za Vozilo su definirani kao Osnovni Korisnici ili Sporedni Korisnici. Ukoliko predmetni Link za Vozilo nije prikazan Osnovnom Korisniku putem My Porsche Portala, Osnovni Korisnik može zahtijevati putem My Porsche Portala ili putem Porsche Centra uspostavljanje predmetnog Linka za Vozilo. Uspostavljanje predmetnog Linka za Vozilo može od strane Porsche Smart Mobility biti uvjetovano dostavljanjem dokaza, a u slučaju korištenog vozila, uvjetovano brisanjem Linka za Vozilo od strane ranijeg Osnovnog Korisnika u skladu sa tačkom br. 3.6.1 (i).

3.5. Prodaja PSM Proizvoda

3.5.1. Jedan ili više PSM Proizvoda mogu biti zasebno kupljeni u Porsche Connect Trgovini u skladu sa ovim Uslovima i odredbama i kasnijim uslovima korištenja. U slučaju da su odredbe ovih Uslova i odredbi u suprotnosti sa tim kasnijim uslovima korištenja, ti kasniji uslovi korištenja će biti preovladavajući.

3.5.2. Dostupnost, opis (ukoliko je primjenjivo), rok, cijene, te uvjeti plaćanja i dostave PSM Proizvoda su detaljno navedeni u Porsche Connect Trgovini i mogu dalje biti specificirani u uslovima korištenja.

3.5.3. Molimo da imate u vidu da kupovina PSM Proizvoda može biti uvjetovana drugim i daljim uslovima. Ukoliko to bude slučaj, Mi ćemo to izričito navesti prije kupovine.

3.6. Prodaja i/ili trajni prenos vozila

3.6.1. U slučaju prodaje ili trajnog prenosa Connect vozila na treće lice (u daljem tekstu **Kupac Korištenog Vozila**) Osnovni Korisnik mora da (i) izbrise dati Link za Vozilo na My Porsche Portalu i (ii) informiše Kupca Korištenog Vozila o bilo kojim postojećim Porsche Connect Uslugama za dato Connect vozilo.

3.6.2. U slučaju prodaje ili trajnog prenosa Connect vozila, Osnovni Korisnik – pored prava na raskid Porsche ID-Ugovora u skladu sa tačkom 2.2.2 – može raskinuti sve Porsche Connect Usluge koje se tiču datog vozila sa otkaznim rokom od 2 sedmice do kraja kalendarskog mjeseca. U slučaju da Porsche Connect Usluga bude otkazana prije isteka svog roka u skladu sa prvom rečenicom, neće doći do povrata (čak ni proporcionalnog) načinjene uplate. Kupac Korištenog Vozila može, međutim, iskoristiti preostali rok trajanja ukoliko isti zaključi Porsche ID-Ugovor i kupi datu Porsche Connect Uslugu. Osnovni Korisnik je slobodan da zaključi aranžman sa Kupcem Korištenog Vozila u vezi sa mogućom kompenzacijom za preostali iznos Porsche Connect Usluga.

3.7. Trajanje i Prekid Porsche Connect Usluga

3.7.1. PSM Klijent (u vezi sa uslugama koje su neovisne od vozila) ili Osnovni Korisnik (u vezi sa uslugama koje su povezane sa vozilom) i Porsche Smart Mobility mogu prekinuti besplatnu Porsche Connect uslugu bez ugovorenog minimalnog trajanja (to jest Porsche Connect Usluga za koju nije ugovoreno minimalno trajanje; s tim u vezi vidjeti tačku 3.7.2) sa otkaznim rokom od 2 sedmice do kraja kalendarskog mjeseca.

3.7.2. PSM Klijent (u vezi sa uslugama koje su neovisne od vozila) ili Osnovni Korisnik (u vezi sa uslugama koje su povezane sa vozilom) i Porsche Smart Mobility mogu prekinuti Porsche Connect Uslugu sa ugovorenim trajanjem (to jest Porsche Connect Usluga za koju je ugovoren fiksni rok trajanja sa ugovorenim automatskim produženjem) uz otkazni rok od 2 sedmice do kraja ugovorenog roka, ukoliko bi u suprotnom trajanje bilo automatski produženo. Uslovi korištenja za datu Porsche Connect Uslugu mogu uređivati promjene modaliteta raskida.

3.7.3. U slučaju raskida Porsche ID-Ugovora u skladu sa tačkom 2.2, Porsche Connect Usluge će u svakom slučaju biti pružene PSM Klijentu, uvjetovano predmetnim primjenivim tačkama ovih Uslova i odredbi do kraja roka trajanja ili raskida u skladu sa tačkama br. 3.7.1 do 3.7.2.

3.7.4. Raskid u skladu sa tačkom 3.6.2 kao i tačkama br. 3.7.1 do 3.7.2 može biti učinjen pismenim putem, putem e-maila ili putem Porsche Connect Trgovine putem funkcije "Prekinuti Automatsko Produženje".

3.7.5. Pravo na raskid uslijed opravdanog razloga neće biti ugroženo ovim odredbama.

3.8. Pravo Klijenta na Odustanak

Ukoliko je PSM Klijent potrošač u skladu sa Odjeljkom 13 BGB ili u skladu sa članom 1. stav 3. CPA, on/ona ima pravo da odustane od ugovora u roku od 15 dana od dana zaključenja ugovora u slučaju (i) kupovine Porsche Connect Usluga u skladu sa tačkom 3.3 i 3.4. i (ii) kupovinom PSM Proizvoda u skladu sa tačkom 3.3 i 3.5. Drugačije pravo na odustanak se može primijeniti na PSM Klijente koji su potrošači te će u tom slučaju biti dostavljene specifične informacije. Potrošač (i) u skladu sa Odjeljkom 13 BGB znači svako fizičko lice koje uđe u pravnu transakciju za svrhe koje su većinom van njegove/njene profesije ili poslovanja i (ii) u skladu sa članom 1. stav 3. CPA znači bilo koje fizičko lice koje kupi, stekne ili koristi proizvode ili usluge za vlastite potrebe i za potrebe kućanstva. U nastavku, PSM Klijentu se daju uputstva o njegovom pravu na odustanak:

Instrukcije za odustanak

Pravo na odustanak

Imate pravo da odustanete od ovog ugovora u roku od 15 dana bez navođenja bilo kakvog razloga. Period za odustanak će proteći nakon 15 dana od (i) dana zaključenja ugovora ukoliko ste kupili Porsche Connect Uslugu i (ii) dana kada ste vi, ili treće lice određeno od vas (koje nije nosilac) primili PSM proizvode koje ste kupili Vi, ili u slučaju ugovora koji se tiče više PSM Proizvoda, naručili prilikom jedne narudžbe ali koji su posebno dostavljeni, od dana kada se vi ili treće lice koje ste vi odredili (koje nije nosilac) primili posljednji PSM Proizvod koji ste vi kupili. Da biste iskoristili svoje pravo na odustanak, morate nas obavijestiti (Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 120144 - DE-10591 Berlin, Njemačka, broj telefona: 0800 828 46, email adresa: smartmobility@ba.porsche.com) o vašoj odluci o odustanku od ovog ugovora putem nedvosmislene izjave (npr. pismom poslanim putem pošte ili e-mail). Možete koristiti priloženi formular za odustanak, ali to nije obavezno. Kako biste ispoštovali rok za odustanak, dovoljno je da pošaljete svoje saopćenje o korištenju prava na odustanak prije isteka vremena za odustanak.

Posljedice odustanka

Ukoliko odustanete od ovog ugovora, izvršit ćemo povrat svih naknada koje smo od vas primili, uključujući i troškove dostave (osim dodatnih troškova koji su nastali kao rezultat vašeg izbora načina dostave koji odstupa od najjeftinijeg načina standardne dostave koji nudimo), bez odlaganja, a u svakom slučaju ne kasnije od 15 dana od dana kada ste nas informisali o vašoj odluci da odustajete od ugovora. Povrat naknade ćemo izvršiti na isti način koji je korišten

prilikom inicijalne transakcije, osim ukoliko ste izričito drugačije ugovorili; u svakom slučaju, za vas neće nastati nikakve naknade uslijed takvog povrata. Ukoliko ste zahtijevali otpočinjanje pružanja usluga tokom perioda odustanka, platit ćete nam iznos koji je proporcionalan onome što je pruženo do momenta kada ste nam saopćili svoj odustanak od ugovora, u odnosu na izmirenje cjelokupne naknade za ugovor.

Informacije o isteku prava na odustanak:

U slučaju usluga, pravo na odustanak prestaje prije vremena ukoliko su usluge u cijelosti izvršene, a PSM Klijent je zahtijevao izvršenje usluge prije isteka roka tokom kojeg postoji pravo na odustanak. Pravo na odustanak prestaje prije vremena u slučaju ugovora koji su u vezi sa digitalnim sadržajem ukoliko PSM Klijent zahtijeva i izvrši pohranu digitalnog sadržaja prije isteka roka tokom kojeg postoji pravo na odustanak. Nadalje, zakonom propisani izuzeci u skladu sa članom 312 g Odjeljak 2 BGB (Zakon o privredi Njemačke) će se primjenjivati.

Kako biste iskoristili pravo na odustanak, možete koristiti primjerak izjave o odustanku, ali isto nije obavezno.

Primjerak forme za odustanak

(ispunite i pošaljite ovaj formular samo ukoliko želite da odustanete od ugovora)

- Za Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Njemačka, email adresa smartmobility@ba.porsche.com;
- Ja/Mi (*) ovim putem dajem/o obavještenje da Ja/Mi (*) odustaj-em/o od svog/našeg (*) ugovora za prodaju sljedećih dobara (*)/ pružanje sljedećih usluga (*),
- Naručenih dana (*)/ primljenih dana (*),
- Ime klijenta,
- Adresa klijenta,
- Potpis klijenta (samo ukoliko se ovo dostavlja papirnim putem),
- Datum

(*) Izbrisati kako je primjenjivo

Nadalje, neće se primjenjivati ukoliko je i u mjeri u kojoj je Porsche Smart Mobility preuzeo garanciju.

3.10.4. PSM Klijent će preduzeti sve razumne mjere radi izbjegavanja ili umanjenja štete.

3.11. Zaštita podataka

PSM Klijent je obavezan da obavijesti vozače vozila za koje postoji Link za Vozilo o polici privatnosti Porsche Smart Mobility i mogućnosti prikupljanja njihovih ličnih podataka tokom korištenja Porsche Connect Usluga.

Dalje informacije o polici privatnosti se mogu pronaći na <https://connect-store.porsche.com/ba/en/t/privacy>.

3.12. Korištenje Podataka

3.12.1. Određeni podaci – moguće također i lični podaci – mogu biti prikupljeni u vezi sa korištenjem Porsche Connect Trgovine, a naročito kupovinom Porsche Connect Usluga, kako bi se izvršio ugovor za kupljenu Porsche Connect Uslugu. Tako naprimjer, može biti neophodno, ovisno o kupljenoj Porsche Connect Usluzi, radi pružanja te usluge, da se se prikupe podaci o statusu određenih dijelova ili radi prikupljanja podataka o okolini, i radi analiziranja tih podataka.

3.12.2. Porsche Smart Mobility može koristiti podatke navedene u tački br. 3.12.1 u anonimiziranom obliku (i) u svrhu upravljanja i poboljšanja kvalitete i sigurnosti Porsche Connect Usluga i/ili PSM Proizvoda (uključujući Porsche vozila) i (ii) za druge komercijalne svrhe.

3.12.3. Za gore navedene svrhe, ti podaci također mogu biti prebačeni drugim Porsche pravnim licima i trećim licima angažovanim od strane Porsche Smart Mobility ili drugih Porsche pravnih lica u vezi s tim – i u mjeri ukoliko su podaci anonimizirani (vidjeti tačku br. 3.12.2) – trećim licima.

3.12.4. Korištenje podataka u skladu sa ovom tačkom će biti u skladu sa primjenjivim zakonima o zaštiti podataka. Dodatne informacije o zaštiti podataka i informacije o privatnosti na <https://connect-store.porsche.com/ba/en/t/privacy>.

3.13. KORISNIČKA SLUŽBA

U slučaju pitanja, zahtjeva ili prigovora, molimo da kontaktirate korisničku službu putem:

- (i) e-mail: smartmobility@ba.porsche.com ili
- (ii) poštom: Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Njemačka.

3.14. Primjenjivo Pravo i Nadležnost

3.14.1. Ukoliko je PSM Klijent trgovac, pravno lice u skladu sa javnim pravom ili posebna imovina (*Sondervermögen*) po javnom pravu, isključivi forum za nadležnost za sve sporove koji proističu iz ugovornih odnosa koje zakluče PSM Klijenti i Porsche Smart Mobility će biti u Stuttgart, Njemačka. Ukoliko je Klijent potrošač u skladu sa članom 1. stav 3. CPA, isključivo nadležan za sve sporove koji proističu iz ugovornih odnosa koje zakluče PSM Klijenti i Porsche Smart Mobility će biti relevantni sud u Bosni i Hercegovini.

3.14.2. Za sve sporove koji proističu iz ili su u vezi sa ovim ugovornim odnosom, primjenjivat će se pravo Njemačke uz isključenje Konvencije Ujedinjenih Nacija o Ugovorima za Međunarodnu Prodaju Robe (CISG). Bez obzira na primjenu prava Njemačke, Klijenti koji su potrošači također uživaju zaštitu putem obavezno primjenjivih propisa države u kojoj potrošač ima uobičajeno prebivalište. Primjena obavezno primjenjivih odredbi koja

ograničava izbor prava, a naročito primjenu obavezno primjenjivih zakona države u kojoj potrošač ima uobičajeno prebivalište, kao što su zakoni o zaštiti potrošača, neće biti ugroženi.

3.14.3. Informacije u vezi sa online rješavanjem sporova za sporove potrošača ili u vezi sa alternativnim načinima rješavanja sporova potrošača možete pronaći ovdje: <http://ec.europa.eu/consumers/odr/>.

3.15. Zaključne Odredbe

3.15.1. PSM Klijenti mogu prenijeti prava koja proističu iz ugovonog odnosa strana na treća lica samo uz pismenu saglasnost Porsche Smart Mobility. Odjeljak 354a Zakona o privredi (*Handelsgesetzbuch*; "HGB") neće ovim biti ugrožen.

3.15.2. Ukoliko neka odredba ovih Uslova i odredbi bude ništava, u cijelosti ili djelimično, valjanost preostalih odredbi time neće biti ugrožen.

Informacija Potrošačima u skladu sa Zakonom o rješavanju sporova za potrošače Njemačke (*Verbraucherstreitbeilegungsgesetz; VSBG*): Porsche Smart Mobility GmbH nije voljan niti obavezan da sudjeluje u bilo kojim postupcima za rješavanje sporova pred panelom za arbitražu potrošača (*Verbraucherschlichtungsstelle*).

Informacija Potrošačima u skladu sa Regulativom (EU) br. 524/2013: Europska Komisija je ustanovila platformu za online rješavanje sporova (ODR) u svrhu vansudskog rješavanja sporova. ODR platformi možete pristupiti putem <http://ec.europa.eu/consumers/odr/>.



PORSCHE

PORSCHE SMART MOBILITY GmbH

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 Smart Mobility GmbH, Porscheplatz 1, DE-70435 Stuttgart, VAT no. 131905001339 (hereafter referred to as **Porsche Smart Mobility, 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 pursuant to Sec. 13 of the German Civil Code (*Bürgerliches Gesetzbuch*, "**BGB**") or Article 1, Paragraph 3 of the Consumer Protection Act of Bosnia and Herzegovina ("**CPA**") or (ii) merchant, a legal person under public law or a special asset (*Sondervermögen*) under public law who purchases Products and/or Services.

1.4. **Seller** may be

- (i) Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility may amend these T&C for legitimate reasons, in particular for legal, regulatory or security reasons. If Porsche Smart Mobility 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 Smart Mobility's approval.

2.2.2. Customer and Porsche Smart Mobility may terminate the Porsche ID-Contract as a whole at any time. Porsche Smart Mobility 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. 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 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 Smart Mobility's Role and Performance of Contracts concluded on Marketplace

2.4.1. Porsche Smart Mobility is the operator of the Marketplace. Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility. In particular, Porsche Smart Mobility shall not be responsible and/or held liable for any contracts entered into between Customer and Third Party Seller. Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility's Liability for the use of the Marketplace and the Porsche ID-Contract

2.5.1. Porsche Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 Smart Mobility 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 liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Porsche Smart Mobility 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 and related rights, industrial designs, trademarks and patents, (hereinafter referred to as **IP rights**) of Porsche Smart Mobility, other Users and other third parties. Customer shall indemnify and hold harmless Porsche Smart Mobility from all claims that other Users or other third parties assert against Porsche Smart Mobility 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 Smart Mobility including all court and attorney fees.

Porsche Smart Mobility 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/ba/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 Smart Mobility 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 Smart Mobility 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 data protection and privacy information at <https://connect-store.porsche.com/ba/en/t/privacy>.

2.9. Applicable Law and Jurisdiction

2.9.1. To the extent that the Customer is a merchant, a legal person under public law or a special asset (*Sondervermögen*) under public law, Stuttgart, Germany is the exclusive forum for all disputes arising from contractual agreements entered into between Customer and Porsche Smart Mobility. To the extent that the Customer is a consumer pursuant to Article 1, Paragraph 3 of the CPA, the jurisdiction of the relevant Court of Bosnia and Herzegovina is the exclusive forum for all disputes arising from contractual agreements entered into between Customer and Porsche Smart Mobility.

2.9.2. For all disputes arising from or in relation to this contractual agreement, German law applies under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Despite the application of German law, Customers who are consumers also enjoy the protection of the mandatory provisions of the law of the country, 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 country, in which the consumer has its habitual residence, such as consumer protection laws, shall remain unaffected.

2.9.3. Information regarding the online dispute resolutions for consumer disputes or regarding alternative dispute resolution for consumer disputes can be found here: <http://ec.europa.eu/consumers/odr/>.

2.10. Final Provisions

2.10.1. Customer may assign the rights arising from the parties' contractual relationship to third parties only with Porsche Smart Mobility's written consent. Section 354a German Commercial Code (*Handelsgesetzbuch*; "HGB") shall remain unaffected hereby.

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 Smart Mobility provides the Customers with the Porsche Connect Store (hereafter referred to as **Porsche Connect Store**) in which Porsche Smart Mobility 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 Smart Mobility (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 Smart Mobility 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 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 Smart Mobility 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 PSM Products is possible.

3.2.2. **Secondary User** in relation to a Connect-able 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 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 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 Smart Mobility 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 Smart Mobility (*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 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 Smart Mobility 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 Smart Mobility has accepted the PSM Customer's offer. Porsche Smart Mobility'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 Smart Mobility 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 Smart Mobility 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 Smart Mobility may refrain from accepting the order. In this case, no contract will be concluded. Porsche Smart Mobility 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 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. 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 Smart Mobility 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 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.

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 Smart Mobility 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. PSM Customer (with regard to a vehicle independent service) or the Primary User (with regard to a vehicle-related service) and Porsche Smart Mobility 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 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. Right of Withdrawal for Consumers

If the PSM Customer is a consumer pursuant to Sec. 13 BGB or Article 1, Paragraph 3 of the CPA, he/she has a right of withdrawal for a period of 15 days from the date of conclusion of the contract in case of the (i) booking of Porsche Connect Services pursuant to No. 3.3 and 3.4. and (ii) purchase of PSM Products pursuant to No. 3.3 and 3.5. A deviating right of withdrawal may apply for PSM Customers that are consumers and in such case specific information will be provided. Consumer (i) pursuant to Sec 13 BGB means every natural person who enters into a legal transaction for purposes that predominantly are outside his/her trade, business or profession and (ii) pursuant to Article 1, Paragraph 3 of the CPA means any natural person who buys, acquires or uses products or services for his/her personal needs and for the needs of his/her household. In the following, the PSM 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 15 days without giving any reason. The withdrawal period will expire after 15 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 PSM Products purchased by you or, in the case of a contract relating to multiple PSM 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 PSM Product purchased by you. To exercise the right of withdrawal, you must inform us (Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Germany, phone number: 0800 828 46, e-mail address: smartmobility@ba.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 15 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 PSM 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 PSM Customer requests and carries out the download of the digital content before the expiry of the withdrawal period. Further, the statutory exceptions pursuant to § 312 g Sec. 2 BGB (German Civil Code) shall apply.

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 Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Germany, e-mail address: smartmobility@ba.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

Further information can be found in the privacy policy under <https://connect-store.porsche.com/ba/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. Porsche Smart Mobility 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 PSM Products (including Porsche vehicles) and (ii) for other commercial purposes.
- 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 Smart Mobility or other Porsche entities in this context and - to the extent such data is anonymized (see No. 3.12.2) - to other third parties.
- 3.12.4. 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/ba/en/t/privacy>.

3.13. CUSTOMER SERVICE

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

- (i) e-mail: smartmobility@ba.porsche.com or
- (ii) mail: Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Germany.

3.14. Applicable Law and Jurisdiction

- 3.14.1. To the extent that PSM Customer is a merchant, a legal person under public law or a special asset (*Sondervermögen*) under public law, Stuttgart, Germany is the exclusive forum for all disputes arising from contractual agreements entered into between PSM Customer and Porsche Smart Mobility. To the extent that the PSM Customer is a consumer pursuant to Article 1, Paragraph 3 of the CPA, the jurisdiction of the relevant Court of Bosnia and Herzegovina is the exclusive forum for all disputes arising from contractual agreements entered into between PSM Customer and Porsche Smart Mobility.
- 3.14.2. For all disputes arising from or in relation to this contractual agreement, German law applies under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Despite the application of German law, PSM Customers who are consumers also enjoy the protection of the mandatory provisions of the law of the country, 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 country, in which the consumer has its habitual residence, such as consumer protection laws, shall remain unaffected.
- 3.14.3. Information regarding the online dispute resolutions for consumer disputes or regarding alternative dispute resolution for consumer disputes can be found here: <http://ec.europa.eu/consumers/odr/>.

3.9. Rights in case of Defects

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

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

- 3.10.1. In case of slight negligence Porsche Smart Mobility 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 Smart Mobility 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.
- 3.10.2. The personal liability of statutory representatives, agents and employees of Porsche Smart Mobility for damages caused by slight negligence is also limited to the extent described in No. 3.10.1.
- 3.10.3. 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 liability under the German Product Liability Act and in case of any further mandatory liability. Furthermore, it shall not apply if and to the extent Porsche Smart Mobility has assumed a guaranty.
- 3.10.4. PSM Customer shall take all reasonable measures necessary to avert and reduce damages.

3.11. Data protection

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

3.15. Final Provisions

3.15.1. PSM Customer may assign the rights arising from the parties' contractual relationship to third parties only with Porsche Smart Mobility's written consent. Section 354a German Commercial Code (*Handelsgesetzbuch*; "HGB") shall remain unaffected hereby.

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 shall remain unaffected hereby.

Consumer information pursuant to the German law on dispute resolution for consumers (*Verbraucherstreitbeilegungsgesetz*;

VSBG): Porsche Smart Mobility GmbH is neither willing nor obliged to participate in any dispute resolution proceedings before a consumer arbitration panel (*Verbraucherschlichtungsstelle*).

Consumer information pursuant to Regulation (EU) No. 524/2013:

For the purpose of settling consumer disputes out of court, the European Commission has established a platform for online dispute resolution (ODR). The ODR platform can be accessed at <http://ec.europa.eu/consumers/odr/>.