



PORSCHE

PORSCHE SMART MOBILITY GmbH

Opći uvjeti poslovanja
za korištenje My Porsche Portala i funkcionalnosti Porsche Internetskog Tržišta (uključujući Porsche Connect Trgovinu) kao i prodaju Porsche Connect
Usluga i Porsche Smart Mobility Proizvoda
(dalje u tekstu **OUP**)

1. Opseg i definicije

1.1. Porsche Smart Mobility GmbH, Porscheplatz 1, DE-70435 Stuttgart, Njemačka, registriran pri trgovačkom registru okružnog suda (*Amtsgericht*) u Stuttgartu pod brojem HRB 730595, PDV identifikacijski broj: [please insert PSM's VAT number] (dalje u tekstu **Porsche Smart Mobility, PSM ili Mi**) upravlja pod www.porsche.com
(i) My Porsche Portalom (dalje u tekstu **My Porsche Portal**) i
(ii) raznim funkcionalnostima internetskog tržišta (dalje u tekstu **Tržište**), poput Porsche Connect Trgovine (u skladu s definicijom pod br. 3.1.1), radi (i) prodaje Porsche vozila, dijelova, opreme i drugih s vozilom povezanih i od vozila nezavisnih proizvoda (dalje u tekstu **Proizvodi**) te (ii) pružanje s vozilom povezanih i od vozila nezavisnih usluga (dalje u tekstu **Usluge**).

1.2. **Korisnik** My Porsche Portala i Tržišta može biti, u skladu s dolje navedenim definicijama, (i) Kupac i (ii) Prodavatelj.

1.3. **Kupac** može biti (i) potrošač u smislu članka 5 hrvatskog Zakona o zaštiti potrošača („ZZP“) ili (ii) trgovac ili pravni subjekt koji kupuje Proizvode i/ili Usluge.

1.4. **Prodavatelj** može biti

- (i) Porsche Smart Mobility ili
- (ii) prodavatelj treća osoba (uključujući druge Porsche entitete) (dalje u tekstu **Prodavatelj treća osoba**), koji Kupcima pruža vlastito Tržište, u sklopu kojeg pružaju i prodaju Proizvode i/ili Usluge.

1.5. Ovi OUP primjenjuju se na

- (i) korištenje My Porsche Portala i Tržišta u skladu s br. 2 od strane Kupaca, i
- (ii) prodaju putem Porsche Connect Trgovine, korištenje Porsche Connect Trgovine te predbilježbe za korištenje Porsche Connect Usluga u skladu s br. 3.

Ovi OUP će se također primjenjivati na sve buduće transakcije s Kupcem. Primjena protivnih, odstupajućih ili dopunskih općih uvjeta poslovanja Kupca bit će isključena, čak i ako Porsche Smart Mobility izričito ne prigovori na takve opće uvjete poslovanja.

2. Uvjeti korištenja My Porsche Portala i Tržišta za Kupce

2.1. Porsche ID-Ugovor o Korištenju My Porsche Portala

2.1.1. Kako bi se koristio My Porsche Portal nužno je sklapanje Porsche ID-Ugovora između Kupca i Porsche Smart Mobility-a. Porsche ID-Ugovor sklapa se (a) u vezi s kupnjom vozila putem inkorporacije ovih UOP u zaseban ugovor o kupnji vozila, (b) putem prihvata danog kroz registraciju na My Porsche Portalu ili (c) putem prihvata danog u

trenutku predbilježbe jedne ili više Porsche Connect Usluga u Porsche Connect Trgovini, na način opisan pod br. 3, u formi okvirnog sporazuma o pružanju, korištenju i predbilježbi Proizvoda ili Usluga.

2.1.2. Porsche ID-Ugovor sam po sebi (dakle bez bilo kakve kupnje bilo kojih Proizvoda ili Usluga) ne nameće Kupcu bilo kakvu obvezu kupnje i/ili obvezu plaćanja.

2.1.3. Sadržaj Porsche ID-Ugovora utvrđen je ovim OUP, u svakom konkretnom slučaju u njihovoj najrecentnijoj verziji u trenutku sklapanja pojedinog Porsche ID-Ugovora. Porsche Smart Mobility može izmijeniti ove OUP zbog opravdanih razloga, a posebice zbog pravnih, regulatornih ili sigurnosnih razloga. Ako Porsche Smart Mobility izmijeni ove OUP nakon sklapanja Porsche ID-Ugovora, izmijene će važiti od trenutka Kupčevog prihvata.

2.1.4. Kupac je obavezan (i) pružiti točne i istinite podatke o njegovoj/njezinoj osobi u trenutku registracije na My Porsche Portalu i (ii) u slučaju odgovarajućih izmjena bez nepotrebnog odgađanja ispraviti podatke na My Porsche Portalu u mjeri u kojoj su takvi podaci nužni za izvršavanje Porsche ID-Ugovora. Nužni su podaci takvima označeni kada se traže na My Porsche Portalu ili na Tržištu.

2.2. Prijenos i otkaz Porsche ID-Ugovora

2.2.1. Porsche ID-Ugovor sklopljen s Kupcem nije moguće prenijeti na treću osobu bez odobrenja Porsche Smart Mobility-a.

2.2.2. Kupac i Porsche Smart Mobility mogu u cijelosti otkazati Porsche ID-Ugovor u bilo koje vrijeme. Porsche Smart Mobility je posebice ovlašten isključiti pojedinog Kupca sa My Porsche Portala i Tržišta. Otkaz Porsche ID-Ugovora neće utjecati na bilo koje već sklopljene pojedinačne ugovore o prodaji Proizvoda ili Usluga između Kupca i Prodavatelja. Otkaz Porsche ID-Ugovora stupa na snagu (i) u slučaju da je Kupac kupio bilo koji Proizvod na određeno vrijeme ili bilo koju Uslugu na određeno vrijeme, protekom preostalog određenog vremena ili u protivnom (ii) odmah.

2.2.3. Otkaz može biti učinjen u pisanom obliku, putem elektroničke pošte ili putem My Porsche Portala kroz funkciju „Izbriši račun“.

2.2.4. Gore navedene odredbe neće utjecati na pravo na raskid.

2.3. Korištenje Trgovine od strane Kupaca

2.3.1. Kupci s Porsche ID-Ugovorom mogu koristiti Tržište. Kupci bez Porsche ID-Ugovora također mogu koristiti Tržište putem funkcije „Naručivanje kao gost“ (u mjeri u kojoj je to dostupno).

2.3.2. Kupci ne smiju koristiti Proizvode i Usluge u nezakonite svrhe te Kupci isto neće dozvoliti trećim osobama. Kupac nema pravo obrađivati podatke i informacije primljene prilikom korištenja Tržišta u poslovne svrhe ili otkriti takve podatke i informacije bilo kojoj trećoj osobi u poslovne svrhe.

2.4. Uloga Porsche Smart Mobility-a i izvršenje ugovora sklopljenog na Tržištu

2.4.1. Porsche Smart Mobility je operator Tržišta. Porsche Smart Mobility i Prodavatelj treća osoba mogu prodavati Proizvode i/ili pružati Usluge na Tržištu. Prodavatelj je naveden na odgovarajućoj stranici s podacima o proizvodu.

2.4.2. Porsche Smart Mobility funkcionira kao posrednik za transakcije sklopljene između Kupaca i Prodavatelja trećih osoba radi prodaje Proizvoda ili Usluga. Bilo koji takav ugovor je sklopljen isključivo između Kupca i Prodavatelja treće osobe. Porsche Smart Mobility posebice ne djeluje kao predstavnik bilo kojeg Korisnika, a osobito bilo kojeg Prodavatelja treće osobe. Kupac će se suzdržati od bilo kakvih radnji koje bi stvorile lažni dojam da je podržan od strane, u partnerstvu sa, ili djeluje u ime ili za račun Porsche Smart Mobility-a. Posebice, Porsche Smart Mobility neće biti odgovoran i/ili proglašen odgovornim za bilo koje ugovore sklopljene između Kupca i Prodavatelja treće osobe. Porsche Smart Mobility ne kontrolira niti potvrđuje podatke koje pružaju Prodavatelj treća osoba ili bilo koji Kupac. Na ugovore sklopljene između Kupca i Prodavatelja treće osobe mogu se primjenjivati dodatni uvjeti, poput uvjeta korištenja ili uvjeta prodaje, a koji su naznačeni na odnosnoj stranici s podacima o proizvodu.

2.4.3. U slučaju narudžbe od strane Kupca, Porsche Smart Mobility će obavijestiti Prodavatelja treću osobu i pružiti mu podatke o transakciji (npr. ime Kupca) potrebne za sklapanje i izvršenje ugovora.

2.4.4. U slučaju bilo kakvog spora koji proizađe iz ugovora za Proizvode ili Usluge, Prodavatelj i Kupac moraju izravno zajednički surađivati kako bi našli rješenje.

2.5. Odgovornost Porsche Smart Mobility-a za korištenje Tržišta i Porsche ID-Ugovor

2.5.1. Porsche Smart Mobility ne prihvaća nikakvu odgovornost za točnost i aktualnost podataka i informacija pruženih od strane Kupaca i Prodavatelja trećih osoba.

2.5.2. U slučaju obične nepažnje Porsche Smart Mobility je odgovoran samo za povrede materijalnih ugovornih obveza (glavnih obveza). Glavne obveze su materijalne ugovorne obveze za koje se smatra da ih ugovor nameće Porsche Smart Mobility-u u skladu njegovim ciljem i svrhom, a povreda kojih ugrožava svrhu ugovora, i koji se smatraju nužnima za uredno i brižljivo izvršenje ugovora te se Kupac s pravom može na njih trajno osloniti. Ova je odgovornost ograničena na uobičajeno predvidljivu štetu u trenutku sklapanja ugovora.

2.5.3. Osobna odgovornost zakonskih zastupnika, agenata i zaposlenika Porsche Smart Mobility-a za štetu uzrokovanu običnom nepažnjom također je ograničena u mjeri opisanoj pod br. 2.5.2.

2.5.4. Gore navedeno ograničenje odgovornosti ne primjenjuje se na štete prouzročene namjerno ili krajnjom nepažnjom, tjelesne ozljede ili smrt prouzročene od strane Porsche Smart Mobility-a, niti na bilo koju odgovornost prema odredbama o odgovornosti za proizvod hrvatskog Zakona o obveznim odnosima te u slučaju daljnje obvezne odgovornosti. Nadalje, isto se neće primjenjivati ako i u mjeri u kojoj Porsche Smart Mobility preuzme jamstvo.

2.5.5. Kupac će poduzeti sve razumne mjere potrebne za izbjegavanje i smanjenje štete.

2.6. Prava intelektualnog vlasništva

Bez obzira na prethodno navedeno, Kupac je dužan poštivati i ne kršiti prava intelektualnog vlasništva, uključujući ali ne ograničavajući se na, autorska prava, dizajne, zaštitne znakove i patente (dalje u tekstu **Prava intelektualnog vlasništva**) Porsche Smart Mobility-a, drugih Korisnika i ostalih trećih osoba. Kupac će oštećiti i preuzeti odgovornost od Porsche Smart Mobility-a za sva potraživanja koja drugi Korisnici ili ostale treće osobe potražuju od Porsche Smart Mobility-a zbog povrede njihovih prava intelektualnog vlasništva u mjeri u kojoj je Kupac odgovoran za takvu povredu. Kupac preuzima troškove nužne pravne obrane Porsche Smart Mobility-a, uključujući sve sudske i odvjetničke naknade.

Neće se smatrati da Porsche Smart Mobility prihvaća bilo koji sadržaj vezan uz prava intelektualnog vlasništva trećih osoba ili drugih Korisnika kao svoj vlastiti.

2.7. Zaštita podataka

Pridržavamo se naših pravila privatnosti koja se mogu pronaći u bilo kojem trenutku na <https://connect-store.porsche.com/hr/en/t/privacy>.

2.8. Korištenje podataka

2.8.1. U vezi s korištenjem My Porsche Portala i korištenja Tržišta, osobito kupnjom Proizvoda ili Usluga na Tržištu, pojedini podaci - potencijalno također osobni podaci - mogu biti prikupljeni radi izvršenja odnosnog ugovora o kupnji Proizvoda ili Usluga. Moguće je, na primjer, da će radi pružanja Proizvoda ili Usluga, ovisno o kupljenom Proizvodu ili Usluzi, biti nužno prikupljanje stanja pojedinih dijelova ili prikupljanje podataka o okolini te analiza takvih podataka.

2.8.2. Porsche Smart Mobility može koristiti podatke navedene pod br. 2.8.1. u anonimiziranom obliku (i) sa svrhom upravljanja i poboljšanja kvalitete, sigurnosti i zaštite Proizvoda ili Usluga i (ii) u druge komercijalne svrhe.

2.8.3. Za gore navedene svrhe, takvi podaci mogu biti preneseni drugim Porsche entitetima i trećim osobama koje su angažirane od strane Porsche Smart Mobility-a ili drugih Porsche entiteta u ovom kontekstu te - u mjeri u kojoj su takvi podaci anonimizirani (vidi br. 2.8.2.) - ostalim trećim osobama.

2.8.4. Korištenje podataka u skladu s ovim brojem bit će usklađeno s primjenjivim pravom za zaštitu podataka. Više je informacija dostupno u Pravilima privatnosti i Informacijama o privatnosti na <https://connect-store.porsche.com/hr/en/t/privacy>.

2.9. Mjerodavno pravo i jurisdikcija

2.9.1. U mjeri u kojoj je Kupac trgovac ili pravni subjekt, Zagreb, Hrvatska je ekskluzivan forum za sve sporove koji proizlaze iz ugovora sklopljenih između Kupca i Porsche Smart Mobility-a.

2.9.2. Na sve sporove koji proizlaze iz ili u vezi s ovim ugovorom primjenjuje se hrvatsko pravo uz isključenje Konvencije Ujedinjenih naroda o ugovorima o međunarodnoj prodaji robe (CISG). Unatoč primjeni hrvatskog prava, Kupci koji su potrošači također uživaju zaštitu prema obveznim odredbama prava države u kojoj potrošač ima uobičajeno boravište. Primjena obveznih odredaba kojima se ograničava odabir mjerodavnog prava te posebice primjena obveznih propisa države u kojoj potrošač ima uobičajeno boravište, poput zakona o zaštiti potrošača, ostaje nepromijenjena.

2.9.3. Informacije o rješavanju sporova putem interneta za potrošačke sporove ili o alternativnom načinu rješavanju sporova za potrošačke sporove može se pronaći ovdje: <http://ec.europa.eu/consumers/odr/>

2.10. Završne odredbe

- 2.10.1. Kupac može prenijeti prava koja proizlaze iz ugovornog odnosa između strana trećim osobama isključivo uz pisani pristanak Porsche Smart Mobility-a.
- 2.10.2. Ako je neka odredba ovih OUP nevaljana, u cijelosti ili u pojedinom dijelu, to neće utjecati na valjanost preostalih odredbi.

3. Uvjeti prodaja putem Porsche Connect Trgovine

3.1. Općenito

- 3.1.1. Na Tržištu, Porsche Smart Mobility pruža Kupcima Porsche Connect Trgovinu (dalje u tekstu **Porsche Connect Trgovina**) u kojoj Porsche Smart Mobility pruža (i) usluge povezane s vozilom i usluge nezavisne od vozila (dalje u tekstu **Porsche Connect Usluge**) i (ii) moguće daljnje proizvode i usluge (dalje u tekstu **PSM Proizvodi**).
- 3.1.2. Uz ranije navedene odredbe, ovaj br. 3 se primjenjuje na korištenje Porsche Connect Trgovine, predbilježbu za i korištenje Porsche Connect Usluga te kupnju i potencijalno korištenje PSM Proizvoda od strane Kupca Porsche Smart Mobility-a (dalje u tekstu **PSM Kupac**). PSM Kupac je Primarni korisnik, Sekundarni korisnik i Opći korisnik, u skladu s definicijama pod br. 3.2. Porsche Smart Mobility nudi izbor različitih usluga i proizvoda. Na njih se mogu primjenjivati dodatni uvjeti, poput općih uvjeta korištenja.

3.2. Primarni i Sekundarni korisnici, Opći korisnici

- 3.2.1. **Primarni korisnik** u odnosu na Connect-podobno vozilo (a to je Porsche u vezi s kojim je moguće koristiti Porsche Connect Usluge) je PSM Kupac koji je (a) vlasnik, (b) čuvar vozila i/ili (c) član grupe korisnika kojoj je eksplicitno dozvoljeno od strane Porsche Smart Mobility-a da bude Primarni korisnik (posebice zakupci ili zaposlenici kojima je dan automobil društva). Connect-podobno vozilo ima isključivo jednog Primarnog korisnika. Primarnom korisniku je dostupan cjelovit opseg funkcija My Porsche Portala, Porsche Connect Trgovine i predbilježenih Porsche Connect Usluga. Posebice je moguća predbilježba i konfiguracija uz vozila povezanih i od vozila nezavisnih Porsche Connect Usluga i PSM Proizvoda.
- 3.2.2. **Sekundarni korisnik** u odnosu na Connect-podobno vozilo je PSM Kupac koji nije Primarni korisnik, ali koji je ovlašten kao Sekundarni korisnik od strane Primarnog korisnika i koji je sklopio Porsche ID-Ugovor. Opseg funkcija My Porsche Portala, Porsche Connect Trgovine i predbilježenih Porsche Connect Usluga ovisi o opsegu prava dodijeljenih od strane Primarnog korisnika i/ili sustava Sekundarnom korisniku. Posebice, predbilježba s vozilom povezane usluge nije moguća, dok je njihova konfiguracija podvrgnuta pravima dodijeljenim od strane Primarnog korisnika, a predbilježba i konfiguracija od vozila neovisnih Porsche Connect Usluga i PSM Proizvoda je generalno moguća.
- 3.2.3. **Opći korisnik** je PSM Kupac koji nije niti Primarni niti Sekundarni korisnik u odnosu na barem jedno Connect-podobno vozilo. Općem korisniku je dostupna Porsche Connect Trgovina s ograničenim opsegom funkcija. Posebice, predbilježba i konfiguracija s vozilima povezanih Porsche Connect Usluga nije moguća, dok je predbilježba i konfiguracija od vozila neovisnih Porsche Connect Usluga i PSM Proizvoda moguća.

3.3. Sklapanje ugovora

- 3.3.1. Prezentacija Porsche Connect Usluga i PSM Proizvoda u Porsche Connect Trgovini ne predstavlja obvezujuće ponude Porsche Smart Mobility-a za sklapanje ugovora o kupoprodaji, nego samo poziv PSM Kupcu da učini obvezujuću izjavu o tome želi li i koju robu želi naručiti

od Porsche Smart Mobility-a (*invitatio ad offerendum*). PSM Kupac može odabrati Porsche Connect Usluge ili PSM Proizvode iz raspona proizvoda Porsche Connect Trgovine i skupiti ih u takozvana kolica za kupovinu putem npr. tipke "Dodaj u kolica". Prije pritiska na tipku "Naruči uz obvezu plaćanja" (ili slično), PSM Kupcu će se ponovno u pregledu narudžbe prikazati sve Porsche Connect Usluge ili PSM Proizvodi koje je odabrao PSM Kupac, njihova ukupna cijena uključujući zakonom propisani PDV u odnosnom primjenjivom iznosu kao i carine, pristojbe i troškovi prijevoza, radi pregleda. U toj fazi PSM Kupac će imati priliku identificirati i ispraviti bilo koje pogrešne unose prije stavljanja obvezujuće narudžbe. Prije podnošenja obvezujuće narudžbe, PSM Kupac može ponovno pristupiti ugovornim odredbama, uključujući ove OUP, i pohraniti ih u obliku pogodnom za reproduciranje. Pomoću tipke "Naruči uz obvezu plaćanja" (ili slično) PSM Kupac predaje obvezujuću ponudu za sklapanje ugovora o prodaji Porsche Connect Usluga ili PSM Proizvoda stavljenih u kolica. Ponuda, međutim, može biti predana i prenesena samo ako PSM Kupac prihvati, i na taj način uključi u svoju ponudu, ove OUP pritiskom na odgovarajuću tipku.

3.3.2. Porsche Smart Mobility će potvrditi primitak narudžbe PSM Kupca putem elektroničke pošte. Međutim, takva potvrda primitka još uvijek nije pravno obvezujuće prihvatanje narudžbe PSM Kupca.

3.3.3. U slučaju da Porsche Smart Mobility odluči prihvatiti ponudu PSM Kupca, Porsche Smart Mobility će obavijestiti PSM Kupca o prihvaćanju narudžbe. Takva će obavijest biti učinjena izričito putem izjave u tekstualnom obliku, npr. slanjem pisane potvrde narudžbe putem elektroničke pošte. Ugovor o prodaji će proizvoditi učinke tek od trenutka kada PSM Kupac izrazi svoju privolu na takvo prihvaćanje narudžbe od strane Porsche Smart Mobility-a, a koja privola mora biti dana na način naveden u prihvaćanju narudžbe Porsche Smart Mobility-a. Na ugovor o prodaji isključivo se primjenjuju sadržaji potvrde narudžbe i ovih OUP.

3.3.4. Ako se Porsche Connect Usluge koje je naručio PSM Kupac ne mogu dostaviti, npr. zato što odgovarajuće robe nema na zalih, ili se Porsche Connect Usluge ne mogu pružiti, Porsche Smart Mobility se može suzdržati od prihvaćanja takve narudžbe. U tom slučaju nikakav ugovor neće biti sklopljen. Porsche Smart Mobility će o tome obavijestiti PSM Kupca bez nepotrebnog odgađanja.

3.3.5. Odredbe ugovora bit će spremljene i pohranjene nakon što se ugovor sklopi, ali neće više biti dostupne PSM Kupcu. PSM Kupcu će, međutim, biti pružene bilo koje i sve ugovorne odredbe i ovi OUP (putem elektroničke pošte ili pisma).

3.4. Predbilježbe Porsche Connect Usluga

3.4.1. Pojedinačne ili nekolicina Porsche Connect Usluga mogu biti zasebno predbilježene u Porsche Connect Trgovini u skladu s ovim OUP i mogućim drugim primjenjivim uvjetima korištenja. U mjeri u kojoj je odredba ovih OUP u sukobu s odnosnim drugim uvjetima korištenja, drugi uvjeti korištenja će imati prednost.

3.4.2. Dostupnost, opis, trajanje, cijena i uvjeti plaćanja Porsche Connect Usluga su detaljnije navedeni u Porsche Connect Trgovini i mogu biti specificirani u drugim uvjetima korištenja. Trenutne cijene Porsche Connect Usluga dostupne su ovdje: [insert link]. Dostupnost s vozilom povezanih Porsche Connect Usluga ovisi o opremi pojedinačnog vozila.

3.4.3. S vozilom povezane Porsche Connect Usluge mogu predbilježiti isključivo Primarni korisnici za Connect-podobna vozila za koja postoji odgovarajući Link Vozila na My Porsche Portalu (vidi br. 3.4.4). Oni su vezani uz vozila i ne mogu biti preneseni na drugo Connect-podobno vozilo ili korišteni u drugom Connect-podobnom vozilu. Ovo je također primjenjivo i kada je Primarni korisnik odgovarajućeg Connect-podobnog vozila u isto vrijeme i Primarni korisnik drugog Connect-podobnog vozila.

3.4.4. PSM Kupac može vidjeti na My Porsche Portalu jesu li i ako jesu koja su vozila povezana s njegovim/njezinim Porsche ID-Ugovorom (dalje u tekstu **Link Vozila**) i za koji Link Vozila su definirani kao Primarni korisnik ili Sekundarni korisnik. Ako odnosni Link Vozila nije prikazan Primarnom korisniku na My Porsche Portalu, Primarni korisnik može zatražiti na My Porsche Portalu ili preko Porsche centra uspostavljanje odnosnog Linka Vozila. Uspostavljanje odnosnog Linka Vozila može biti uvjetovano od strane Porsche Smart Mobility-a davanjem prikladnog dokaza i u slučaju rabljenog vozila uvjetovano brisanjem relevantnog Linka Vozila od strane prethodnog Primarnog korisnika u skladu s br. 3.6.1 (i).

3.5. Prodaja PSM Proizvoda

3.5.1. Pojedinačni ili nekoliko PSM Proizvoda mogu biti zasebno kupljeni u Porsche Connect Trgovini u skladu s ovim OUP i drugim uvjetima korištenja. U slučaju da su odredbe ovih OUP proturječne s drugim uvjetima korištenja, drugi uvjeti korištenja će imati prednost.

3.5.2. Dostupnost, opis, (ovisno o slučaju) trajanje, kupovna cijena, plaćanje i uvjeti isporuke PSM Proizvoda posebno su navedeni u Porsche Connect Trgovini i mogu biti specificirani u drugim uvjetima korištenja.

3.5.3. Naglašavamo da kupovina PSM Proizvoda može biti uvjetovana i drugim te dalekosežnijim uvjetima. U tom slučaju to ćemo izričito navesti prije provedbe kupnje.

3.6. Prodaja i/ili trajni prijenos vozila

3.6.1. U slučaju prodaje ili trajnog prijenosa Connect-podobnog vozila trećoj osobi (dalje u tekstu **Kupac rabljenog automobila**) Primarni korisnik je dužan (i) obrisati odnosni Link Vozila na My Porsche Portalu i (ii) obavijestiti Kupca rabljenog automobila o bilo kojim postojećim Porsche Connect Uslugama za odnosno Connect-podobno vozilo.

3.6.2. U slučaju prodaje ili trajnog prijenosa Connect-podobnog vozila, Primarni korisnik - pored prava na otkaz Porsche ID-Ugovora u skladu s br. 2.2.2 - može otkazati sve Porsche Connect Usluge vezane uz odnosno vozilo uz obavijest danu 2 tjedna prije kraja kalendarskog mjeseca. U slučaju da je Porsche Connect Usluga otkazana prije isteka roka u skladu s prvom rečenicom, za učinjeno plaćanje neće biti učinjen povrat (čak ni proporcionalni). Kupac rabljenog automobila može ju ipak nastaviti koristiti u preostalom trajanju ako sklopi Porsche ID-Ugovor i predbilježi odnosnu Porsche Connect Uslugu. Primarni korisnik je slobodan urediti s Kupcem rabljenog automobila moguću naknadu u iznosu preostale vrijednosti Porsche Connect Usluga.

3.7. Trajanje i otkazivanje Porsche Connect Usluga

3.7.1. Trajanje Porsche Connect Usluga posebno je opisano u Porsche Connect Trgovini i mogućim drugim uvjetima korištenja.

3.7.2. PSM Kupac (u odnosu na od vozila neovisne usluge) ili Primarni korisnik (u odnosu na usluge povezane s vozilom) i Porsche Smart Mobility mogu besplatno otkazati Porsche Connect Uslugu bez ugovorenog otkaznog roka (tj. Porsche Connect Uslugu za koju nije ugovoreno minimalno trajanje; u tom smislu vidi br. 3.7.3) uz obavijest danu 2 tjedna prije kraja kalendarskog mjeseca.

3.7.3. PSM Kupac (u odnosu na od vozila neovisne usluge) ili Primarni korisnik (u odnosu na usluge povezane s vozilom) i Porsche Smart Mobility mogu otkazati Porsche Connect Uslugu na određeno vrijeme (tj. Porsche Connect Uslugu za koju je dogovoreno određeno trajanje s automatskim produljenjem) uz obavijest danu 2 tjedna prije kraja kalendarskog mjeseca, ako bi u suprotnom trajanje bilo automatski produljeno. Uvjeti korištenja odnosno Porsche Connect Usluge mogu urediti drugačije mogućnosti otkazivanja.

3.7.4. U slučaju otkazivanja Porsche ID-Ugovora u skladu s br. 2.2, Porsche Connect Usluge će u svakom slučaju biti pružane PSM Kupcu, u skladu s odnosnim brojevima ovih OUP, do isteka odnosnog vremena trajanja ili njihovog otkazivanja u skladu s br. 3.7.2 do 3.7.3.

3.7.5. Otkazivanje u skladu s br. 3.6.2 te br. 3.7.2 do 3.7.3 može biti učinjeno u pisanom obliku, putem elektroničke pošte ili putem Porsche Connect Trgovine pomoću funkcije "Otkazi automatsko produljenje".

3.7.6. Prethodno navedene odredbe neće utjecati na pravo na raskid.

3.8. Pravo na jednostrani raskid ugovora za potrošače

Ako je PSM Kupac potrošač sukladno članku 5 ZZP-a, on/ona ima pravo na jednostrani raskid u roku od 14 dana u slučaju (i) predbilježbe Porsche Connect Usluga u skladu s br. 3.3 do 3.4 i (ii) kupnje PSM Proizvoda u skladu s br. 3.3 do 3.5. Drugačije pravo na jednostrani raskid može biti primjenjivo na PSM Kupce koji su potrošači te će im u tom slučaju biti pružene posebne informacije. Potrošač u skladu s člankom 5 ZZP-a jest svaka fizička osoba koja sklapa pravni posao ili na drugi način djeluje na tržištu izvan njegove/njezine trgovačke, poslovne, obrtničke ili profesionalne djelatnosti. U sljedećem dijelu PSM Kupcu se pruža uputa o njegovom/njezinom pravu na jednostrani raskid:

Upute o jednostranom raskidu

Pravo na jednostrani raskid

Imate pravo jednostrano raskinuti ovaj ugovor u roku od 14 dana ne navodeći razloge za to. Pravo na jednostrani raskid ističe nakon 14 dana od (i) dana sklapanja ugovora ako ste kupili Porsche Connect Usluge i (ii) dana na koji ste vi ili od vas određena treća osoba (a koja nije prijevoznik) primili PSM Proizvod koji ste kupili ili, u slučaju ugovora povezanog s više PSM Proizvoda koje ste naručili u jednoj narudžbi, a ugovorili zasebnu dostavu, od dana na koji ste vi ili od vas određena treća osoba (a koja nije prijevoznik) primili posljednji PSM Proizvod koji ste kupili. Kako biste iskoristili pravo na jednostrani raskid morate nas obavijestiti (Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH . P.O. Box 12014 - DE - 10501, Berlin, Njemačka, broj telefona: 800 777989, adresa elektroničke pošte: smartmobility@hr.porsche.com) o vašoj odluci o jednostranom raskidu ovog ugovora putem nedvosmislene izjave (npr. dopisom poslanim poštom ili putem elektroničke pošte). Možete koristiti priloženi obrazac za jednostrani raskid, no to nije obvezno. Kako biste ispoštovali rok za jednostrani raskid dovoljno je da pošaljete svoju izjavu o korištenju prava na jednostrani raskid prije nego što rok za jednostrani raskid istekne.

Učinci jednostranog raskida

Iskoristite li pravo na jednostrani raskid ugovora vratit ćemo vam sva plaćanja koja smo od vas primili, uključujući i trošak dostave (uz iznimku dodatnih troškova koji su rezultat vašeg izbora vrste dostave koja je različita od najjeftinije vrste standardne dostave koju nudimo), bez odgode, a najkasnije u roku od 14 dana od dana kad smo saznali za vašu odluku da jednostrano raskinete ovaj ugovor. Navedeni povrat ćemo izvršiti služeći se istim sredstvima plaćanja kojim ste se vi služili prilikom plaćanja, osim ako ste izričito pristali na neko drugo sredstvo plaćanja; u svakom slučaju nećete biti obvezni platiti nikakve dodatne troškove za takav povrat. Ako ste zatražili započinjanje pružanja usluge tijekom roka za jednostrani raskid, platit ćete nam iznos razmjern uslugama koje su vam pružene dok nas niste obavijestili o jednostranom raskidu, u odnosu na punu naknadu za cijeli ugovor.

Dužni ste snositi izravne troškove povrata robe

Informacije o isteku prava na jednostrani raskid:

Ne postoji pravo na jednostrani raskid u slučaju usluga ako je usluga u potpunosti pružena i PSM Kupac zatraži pružanje usluge prije isteka roka za jednostrani raskid, te ako PSM Kupac potvrdi da je svjestan

gubitka njegovog/njezinog prava na jednostrani raskid ako je usluga u potpunosti pružena. Ne postoji pravo na jednostrani raskid u slučaju ugovora vezanih uz digitalni sadržaj ako PSM Kupac zatraži i izvrši preuzimanje digitalnog sadržaja prije isteka roka za jednostrani raskid, te ako PSM Kupac potvrdi da je svjestan gubitka njegovog/njezinog prava na jednostrani raskid u slučaju zahtjeva za i provođenje preuzimanja digitalnog sadržaja. Nadalje, primjenjuju se i zakonske iznimke u skladu sa člankom 79 ZZZP-a..

Kako bi iskoristili svoje pravo na jednostrani raskid možete koristiti sljedeći ogledni obrazac za jednostrani raskid, ali niste obvezni to učiniti.

Ogledni obrazac za jednostrani raskid

(popunite i vratite ovaj obrazac samo ako želite jednostrano raskinuti ovaj ugovor)

- Za Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Njemačka, adresa elektroničke pošte: smartmobility@hr.porsche.com
- Ja/Mi (*) ovim putem dajemo izjavu da ja/mi (*) jednostrano raskidam/o moj/naš ugovor o prodaji sljedeće robe (*)/ ugovor o pružanju sljedećih usluga (*),
- Naručeno dana (*)/ zaprimljeno dana (*),
- Osobno ime potrošača,
- Adresa potrošača,
- Potpis potrošača (samo ako je ovaj obrazac izdan na papiru),
- Datum

(*) Izbrisati kako je prikladno

3.9. Prava u slučaju nedostataka

Primjenjuju se zakonske odredbe vezane uz prava PSM Kupaca u slučaju nedostataka.

3.10. Odgovornost Porsche Smart Mobility-a za prodaje putem Porsche Connect Trgovine

3.10.1. U slučaju obične nepažnje Porsche Smart Mobility je odgovoran samo za povrede materijalnih ugovornih obveza (glavnih obveza). Glavne obveze su materijalne ugovorne obveze za koje se smatra da ih ugovor nameće Porsche Smart Mobility-u u skladu njegovim ciljem i svrhom, a povreda kojih ugrožava svrhu ugovora, i koji se smatraju nužnima za uredno i brižljivo izvršenje ugovora te se PSM Kupac s pravom može na njih trajno osloniti. Ova je odgovornost ograničena na uobičajeno predvidljivu štetu u trenutku sklapanja ugovora.

3.10.2. Osobna odgovornost zakonskih zastupnika, agenata i radnika Porsche Smart Mobility-a za štete prouzročene običnom nepažnjom također je ograničena u mjeri opisanoj pod br. 3.10.1.

3.10.3. Gore određeno ograničenje odgovornosti neće se primjenjivati na štete prouzročene s namjerom ili iz krajnje nepažnje, tjelesne ozljede ili smrt prouzročene od strane Porsche Smart Mobility-a niti bilo koju odgovornost prema odredbama o odgovornosti za proizvod hrvatskog Zakona o obveznim odnosima kao ni u slučaju bilo koje daljnje obvezne odgovornosti. Nadalje, to ograničenje odgovornosti neće se primjenjivati ako je i u mjeri u kojoj je Porsche Smart Mobility preuzeo jamstvo.

3.10.4. PSM Kupac će poduzeti sve razumne mjere potrebne za izbjegavanje i smanjenje štete.

3.11. Zaštita podataka

PSM Kupac je obavezan obavijestiti vozače vozila za koje postoji Link Vozila o pravilima privatnosti Porsche Smart Mobility-a i mogućnosti prikupljanja njihovih osobnih podataka tijekom korištenja Porsche Connect Usluga.

Daljnje informacije mogu se pronaći u pravilima privatnosti pod <https://connect-store.porsche.com/hr/en/t/privacy>.

3.12. Korištenje podataka

3.12.1. Vezano uz korištenje Porsche Connect Trgovine, a posebice kupnjom Porsche Connect Usluga, pojedini podaci - potencijalno također i osobni podaci - mogu biti prikupljeni radi izvršavanja odnosno ugovora za kupnju Porsche Connect Usluga. Prikupljanje podataka o statusu pojedinih dijelova ili prikupljanje podataka o okruženju te analiza takvih podataka može na primjer biti potrebna ovisno o kupljenim Porsche Connect Uslugama radi pružanja takvih usluga.

3.12.2. Porsche Smart Mobility može koristiti podatke naznačene pod br. 3.12.1 u anonimiziranom obliku u (i) svrhu upravljanja i poboljšavanja kvalitete, sigurnosti i zaštite Porsche Connect Usluga i/ili PSM Proizvoda (uključujući Porsche vozila) i (ii) druge komercijalne svrhe.

3.12.3. U gore navedene svrhe takvi podaci također mogu biti preneseni drugim Porsche entitetima i ostalim trećim osobama koje su angažirane od strane Porsche Smart Mobility-a ili drugih Porsche entiteta u ovom kontekstu i - u mjeri u kojoj su takvi podaci anonimizirani (vidi br. 3.12.2) - ostalim trećim osobama.

3.12.4. Korištenje podataka u skladu s ovim brojem bit će usklađeno s primjenjivim pravom zaštite podataka. Daljnje informacije mogu se pronaći u Pravilima privatnosti i Informacijama o privatnosti pod <https://connect-store.porsche.com/hr/en/t/privacy>.

3.12.5. Kako bi se zaštitili od poremećaja koji bitno utječu na pružene Usluge, uključujući vanjske napade, i kako bi kontrolirali sigurnosne rizike u odnosu na pružene Usluge, Porsche Smart Mobility poduzima prikladne tehničke i administrativne mjere (npr. vatrozid, redovna ažuriranja softvera) vezane uz IT sustave i sustave za obradu podataka koji se koriste za pružanje Usluga. U slučaju povrede sigurnosti ili integriteta, ili prijetnji i slabosti, Porsche Smart Mobility će umanjiti štetne posljedice bez odgađanja.

3.13. SLUŽBA ZA KORISNIKE

U slučaju pitanja, zahtjeva ili prigovora, također vezano uz bilo koju Uslugu, molimo vas da se obratite našoj službi za korisnike putem:

- elektroničke pošte: smartmobility@hr.porsche.com ili
- pošte: Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Njemačka ili
- telefona, putem besplatnog broja telefona: 800 777989.

3.14. Mjerodavno pravo i nadležnost

3.14.1. U mjeri u kojoj je PSM Kupac trgovac ili pravni subjekt, , Zagreb, Hrvatska je ekskluzivni forum za sve sporove koji proizlaze iz ugovora sklopljenih između PSM Kupca i Porsche Smart Mobility-a.

3.14.2. Na sve sporove koji proizlaze iz ili u vezi s ovim ugovorom primjenjuje se hrvatsko pravo uz isključenje Konvencije Ujedinjenih naroda o ugovorima o međunarodnoj prodaji robe (CISG). Unatoč primjeni hrvatskog prava, PSM Kupci koji su potrošači također uživaju zaštitu prema obveznim odredbama prava države u kojoj potrošač ima uobičajeno boravište. Primjena obveznih odredaba kojima se ograničava odabir mjerodavnog prava te posebice primjena obveznih propisa države u kojoj potrošač ima uobičajeno boravište, poput zakona o zaštiti potrošača, ostaje nepromijenjena.

3.14.3. Informacije o rješavanju sporova putem interneta za potrošačke sporove ili o alternativnom načinu rješavanju sporova za potrošačke sporove može se pronaći ovdje: <http://ec.europa.eu/consumers/odr/>.

3.15. Završne odredbe

3.15.1. PSM Kupac može prenijeti prava koja proizlaze iz ugovornog odnosa između strana trećim osobama isključivo uz pisani pristanak Porsche Smart Mobility-a.

3.15.2. Ako je odredba ugovora o kupoprodaji i/ili ovih OUP nevaljana, u cijelosti ili u pojedinom dijelu, to ne utječe na valjanost preostalih odredbi.

3.15.3. U slučaju da se pojedina Porsche Connect Usluga smatra javno dostupnom elektroničkom komunikacijskom uslugom, primjenjuju se sljedeće odredbe vezano uz pružanje takvih Porsche Connect Usluga:

Osim obveznog eCall sustava Europske unije, pristup hitnim službama nije omogućen.

Promjena pružatelja Porsche Connect Usluge nije moguća zbog prirode pruženih usluga.

Porsche Connect Usluge u pravilu su dostupne unutar najviše 24 sata od aktivacije odnosno Porsche Connect Usluge.

Porsche Connect Usluge pružaju se na načelu "najboljeg mogućeg napora", odnosno njihova kvaliteta konkretno ovisi o statusu komunikacijske opreme, mrežnog opterećenja i okolnostima okruženja. Daljnje informacije o tehničkim karakteristikama Porsche

Connect Usluga utvrđene su uvjetima korištenja primjenjivim na odnosnu Porsche Connect Uslugu. Korištenje Porsche Connect Usluga može biti ograničeno ili poremećeno zbog odluka sudova i javnih tijela, zbog tehničkih razloga (npr. zbog ograničenja/ometanja prijenosa podataka uslijed atmosferskih ili sličnih uvjeta, kvarova, popravaka i održavanja), radi zaštite integriteta mreže ili usluga pružanih preko mreže ili integriteta krajnje opreme korisnika (ako je to dozvoljeno prema primjenjivom pravu), ili zbog više sile u specifičnim područjima i za specifične vremenske okvire. Ovo se također primjenjuje na bilo koja ograničenja vezana uz mreže trećih osoba koje koristi Porsche Smart Mobility radi pružanja Porsche Connect Usluga.

3.15.4 U slučaju kada se Porsche Connect Usluga kvalificira kao javno dostupna elektronička komunikacijska usluga, sukladno članku 51. hrvatskog Zakona o elektroničkim komunikacijama, Porsche Smart Mobility sudjeluje u postupku rješavanja sporova pred Hrvatskom regulatornom agencijom za mrežne djelatnosti - HAKOM (Ulica Roberta Frangeša Mihanovića 9, 10110 Zagreb).

Informacije potrošačima u skladu s hrvatskim Zakonom o alternativnom rješavanju potrošačkih sporova: S iznimkom br. 3.15.4, Porsche Smart Mobility GmbH ne pristaje niti je obavezan sudjelovati u bilo kojem postupku za rješavanje sporova pred potrošačkim arbitražnim vijećem.

Informacije potrošačima u skladu s Uredbom Europske unije br. 524/2013: U svrhu izvansudskog rješavanja potrošačkih sporova, Europska komisija je uspostavila platformu za rješavanje sporova putem interneta (ODR). ODR platformi može se pristupiti na <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, Germany, registered with the commercial register of the district court (Amtsgericht) of Stuttgart under HRB 730595, VAT number: HR63411030960 (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**), such as the Porsche Connect Store (as defined in No. 3.1.1), 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 Article 5 of the Croatian Consumer Protection Act ("**CPA**") or (ii) merchant or a legal entity, who purchases Products and/or Services.

1.4. **Seller** may be

- (iii) Porsche Smart Mobility or
- (iv) 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

- (iii) the use of the My Porsche Portal and the Marketplace pursuant to No. 2 by Customer, and
- (iv) sales via the Porsche Connect Store, the use of the Porsche Connect Store and the booking and use of Porsche Connect Services 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, personal injuries or death caused by Porsche Smart Mobility nor to any liability under the product liability provisions of the Croatian Civil Obligations 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, designs, trademarks and patents, (hereafter 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/hr/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 Privacy Policy and Data Privacy Information at <https://connect-store.porsche.com/hr/en/t/privacy>.

2.9. Applicable Law and Jurisdiction

2.9.1. To the extent that the Customer is a merchant or a legal entity, Zagreb, Croatia 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, Croatian law applies with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Despite the application of Croatian law, Customers who are consumers also enjoy the protection of the mandatory provisions of the law of the country, in which the consumer has his/her 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.

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. In case Porsche Smart Mobility decides to accept the PSM Customer's offer, Porsche Smart Mobility will notify the PSM Customer of its order acceptance. Such notification will be made expressly by way of a declaration in text form, e.g. by sending a written order confirmation by e-mail. The sales contract shall only become effective once the PSM Customer gives its consent to such Porsche Smart Mobility's order acceptance, which consent must be given in the manner stated in Porsche Smart Mobility's order acceptance. The sales contract shall be governed exclusively by the contents of the order acceptance and these T&C.

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 current, prices for the Porsche Connect Services are available here: [insert link]. 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. The term of the Porsche Connect Services is detailed in the Porsche Connect Store and the possible further terms of use.

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 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. 3.7.3) with a 2 weeks notice to the end of the calendar month.

3.7.3. 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.

3.7.4. 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. 3.7.2 to 3.7.3.

3.7.5. The termination pursuant to No. 3.6.2 as well as No. 3.7.2 to 3.7.3 may be made in writing, via email or via the Porsche Connect Store via the function "*Terminate Automatic Prolongation*".

3.7.6. 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 Article 5 CPA, he/she has a right of withdrawal for a period of 14 days in case of the (i) booking of Porsche Connect Services pursuant to No. 3.3 and 3.4. and (ii) purchase of 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 pursuant to Article 5 CPA means every natural person who enters into a legal transaction or otherwise acts on the market outside his/her trade, business, craft or profession. 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 14 days without giving any reason.

The withdrawal period will expire after 14 days from (i) the day of the conclusion of the contract if you purchased Porsche Connect Services and (ii) the day on which you have or a third party designated by you (who is not a carrier) has received the 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: 800 777989, e-mail address: smartmobility@hr.porsche.com) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

Effects of withdrawal

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin the performance of services during the withdrawal period, you shall pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from this contract, in comparison with the full coverage of the contract.

You will have to bear the direct costs of returning the goods.

Information on the expiry of the right of withdrawal:

There is no right of withdrawal 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, and if the PSM Customer confirms being aware of losing his/her right of withdrawal if the service is completely rendered. There is no right of withdrawal 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 and if the PSM Customer confirms being aware of losing his/her right of withdrawal by requesting and carrying out the download of digital content. Further, the statutory exceptions pursuant to Article 79 CPA 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@hr.porsche.com
- I/We (*) hereby give notice that I/We (*) withdraw from my/our (*) contract of sale of the following goods (*)/for the provision of the following service (*),
- Ordered on(*)/received on (*),
- Name of consumer(s),
- Address of the consumer(s),
- Signature of the consumer(s) (only if this form is notified on paper),
- Date

(*) Delete as appropriate

3.10.4. 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.

Further information can be found in the privacy policy under <https://connect-store.porsche.com/hr/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 Privacy Policy and Data Privacy Information at <https://connect-store.porsche.com/hr/en/t/privacy>.

3.12.5. In order to safeguard against disruptions which materially impact the Services provided, including external attacks, and to control security risks with respect to the Services provided, Porsche Smart Mobility takes appropriate technical and administrative measures (e.g. firewalls, regular software-updates) with respect to the IT and data processing systems used for the provision of the Services. In case of breaches of security or integrity, or threats and vulnerabilities, Porsche Smart Mobility will minimize adverse effects without undue delay.

3.13. CUSTOMER SERVICE

In case of questions, claims or complaints, also with respect to any of the Services, please contact our customer service by

- (i) e-mail: smartmobility@hr.porsche.com or
- (ii) mail: Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Germany or
- (iii) phone at the free of charge telephone number: 800 777989.

3.14. Applicable Law and Jurisdiction

3.14.1. To the extent that PSM Customer is a merchant or a legal entity, Zagreb, Croatia 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, Croatian law applies with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods

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, personal injuries or death caused by Porsche Smart Mobility nor to any liability under the product liability provisions of the Croatian Civil Obligations 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.

(CISG). Despite the application of Croatian 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 his/her 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 his/her 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/>.

3.15. 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.

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.

3.15.3. Insofar as a certain Porsche Connect Service qualifies as a publicly available electronic communication service, the following provisions apply regarding the provision and use of such Porsche Connect Service:

Besides the mandatory EU eCall, no access to emergency services is provided.

A change of provider of the Porsche Connect Service is not possible due to the nature of the services provided.

The Porsche Connect Services are usually made available within a period of at most 24 hours from activation of the respective Porsche Connect Service.

The Porsche Connect Services are provided based on the „best-effort“ principle, i.e. their quality depends in particular on the status of the communication equipment, the network load and the conditions of the environment. Further information on the technical characteristics of the Porsche Connect Services are set out in the terms of use applicable to the respective Porsche Connect Service. Use of the Porsche Connect Services may be restricted or disrupted due to decisions by courts or public authorities, for technical reasons (e.g. due to a limitation/disruption of data transmission because of atmospheric and similar conditions, malfunctions, repairs and maintenance), to secure the integrity of the network or of services provided over the network or the integrity of the user's terminal equipment, (if permissible based on applicable laws), or due to force majeure in specific areas and for specific timeframes. This also applies with respect to any restrictions with respect to third party networks that Porsche Smart Mobility uses to provide the Porsche Connect Services.

3.15.4. Where a Porsche Connect Service qualifies as publicly available electronic communication service, pursuant to Article 51 of the Croatian Electronic Communications Act (*Zakon o elektroničkim komunikacijama*), Porsche Smart Mobility GmbH takes part in a dispute resolution procedure at the Croatian Regulatory Authority for Network Industries (*Hrvatska regulatorna agencija za mrežne djelatnosti - HAKOM*) (Ulica Roberta Frangeša Mihanovića 9, 10110 Zagreb).

Consumer information pursuant to the Croatian Act on Alternative resolution of consumer disputes: Except with regard to No. 3.15.4, Porsche Smart Mobility GmbH is neither willing nor obliged to participate in any dispute resolution proceedings before a consumer arbitration panel.

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/>.