



PORSCHE

## PORSCHE SALES & MARKETPLACE GmbH

Termini u Kundizzjonijiet

għall-użu ta' My Porsche Portal u l-Online Marketplace Functionalities ta' Porsche (inkluż il-Porsche Connect Store) kif ukoll il-bejgħ tal-Porsche Connect Services u Porsche Sales & Marketplace Products (iktar 'il quddiem "**TuK**")

### 1. Skop u Definizzjonijiet

**1.1.** Porsche Sales & Marketplace GmbH (qabel Smart Mobility GmbH), Porscheplatz 1, DE-70435 Stuttgart, il-Ġermanja, registrata mar-registru Kummerċjali tal-qorti distrettwali (Amtsgericht) ta' Stuttgart bir-referenza HRB 730595 (iktar 'il quddiem "**Porsche Sales & Marketplace**", "**PSM**" jew "**Aħna**") thaddem taht [www.porsche.com](http://www.porsche.com)

- (i) il-My Porsche Portal (iktar 'il quddiem "**My Porsche Portal**") u
- (ii) diversi funzjonalitajiet tal-post tas-suq onlajn (iktar 'il quddiem "**Post tas-Suq**") bħall-Porsche Connect Store (kif definit fin-Nru 3.1.1), għal i) bejgħ ta' vetturi Porsche, parts, apparat u vettura oħra relatata u prodotti indipendenti tal-vettura (iktar 'il quddiem "**Prodotti**") u ii) l-għoti ta' servizzi relatati mal-vettura u indipendenti mill-vettura (iktar 'il quddiem "**Servizzi**").

**1.2. Utent** tal-My Porsche Portal u tal-Post tas-Suq jista' jkun, kif definit hawn taht, (i) Konsumaturi u (ii) Bejjiegha.

**1.3. Konsumatur** jista' jkun (i) konsumatur skont it-Taqsima 13 tal-Kodiċi Civili Germaniż (*Bürgerliches Gesetzbuch*, "**BGB**") jew (ii) negozjant, persuna ġuridika taht liġi pubblika jew assi speċjali (*Sondervermögen*) taht liġi pubblika, li jixtri Prodotti u/jew Servizzi.

**1.4. Bejjiegh** jista' jkun

- (i) Porsche Sales & Marketplace jew
- (ii) bejjiegh terz (inklużi entitajiet oħra ta' Porsche) (iktar 'il quddiem "**Bejjiegh Terz**"),

li jipprovdi lill-Konsumaturi bi store fil-Post tas-Suq tagħhom stess, li tahtu huma jipprovdu u jbigħu Prodotti u/jew Servizzi.

**1.5.** Dawn it-TuK japplikaw għal

- (i) l-użu ta' My Porsche Portal u l-Post tas-Suq skont in-Nru 2 mill-Konsumatur, u
- (ii) bejgħ permezz tal-Porsche Connect Store, l-użu ta' Porsche Connect Store u l-ibbukkar u l-użu ta' Porsche Connect Services taht in-Nru 3.

Dawn it-TuK japplikaw ukoll għat-tranzazzjonijiet kollha futuri mal-Konsumatur. L-applikazzjoni mill-Konsumatur ta' termini u kundizzjonijiet li huma konfligġenti, jiddevjaw jew supplimentari għandhom jiġu esklużi anke jekk Porsche Sales & Marketplace ma toġġezzonax espressament għal dawn it-termini u kundizzjonijiet.

**2. Kundizzjonijiet għall-użu ta' My Porsche Portal u tal-Post tas-Suq għall-Konsumaturi**

#### 2.1. Porsche ID-Contract għall-użu ta' My Porsche Portal

2.1.1. Sabiex tuża My Porsche Portal huwa neccessarju li jiġi konkluż Porsche ID-Contract bejn il-Konsumatur u Porsche Sales &

Marketplace. Il-Porsche ID-Contract jiġi konkluż (a) b'konnessjoni ma' vettura mibjugħa billi jiġu inkorporati dawn it-TuK fil-ftehim ta' bejgħ tal-vettura separatament, (b) bl-aċċettazzjoni permezz tar-registrazzjoni ta' My Porsche Portal jew (c) bl-aċċettazzjoni fil-mument tal-ibbukkar ta' wiehed jew aktar mill-Porsche Connect Services fil-Porsche Connect Store kif speċifikat taht in-Nru 3 bħala ftehim qafas għall-provvista, l-użu u l-ibbukkar ta' Prodotti jew Servizzi.

2.1.2. Il-Porsche ID-Contract waħdu (jiġifieri mingħajr ebda xiri ta' ebda Prodotti jew Servizzi) ma jimponi lebda obligazzjoni ta' xiri u/jew obligazzjoni ta' pagament fuq il-Konsumatur.

2.1.3. Il-kontenut tal-Porsche ID-Contract huwa determinat minn dawn it-TuK, f'kull każ fil-verżjoni l-aktar riċenti tagħhom fil-mument tal-konkluzjoni rispettiva tal-Porsche ID-Contract. Porsche Sales & Marketplace tista' temenda dawn it-TuK għal raġunijiet legittimi b'mod partikolari raġunijiet legali, regolatorji jew tas-sigurtà. Jekk Porsche Sales & Marketplace temenda dawn it-TuK wara l-konkluzjoni ta' Porsche ID-Contract, it-tidbilit jiġu applikabbli mal-aċċettazzjoni tal-Konsumatur.

2.1.4. Il-Konsumatur huwa obligat (i) li jipprovdi informazzjoni preċiża u vera fuq il-persuna tiegħu/tagħha stess fil-mument tar-registrazzjoni fuq My Porsche Portal u (ii) f'każ ta' tibdiliet rispettivi jikkoreġi mingħajr ebda dewmien l-informazzjoni fuq My Porsche Portal sa fejn din l-informazzjoni hija mandatorja għall-eżekuzzjoni ta' Porsche ID-Contract. Din l-informazzjoni mandatorja għandha tiġi mmarkata bħala tali meta rikjesta fuq il-My Porsche Portal jew fuq il-Post tas-Suq.

#### 2.2. Trasferiment u Terminazzjoni ta' Porsche ID-Contract

2.2.1. Porsche ID-Contract li jeżisti ma' Konsumatur ma jistax jiġi trasferit lil terza persuna mingħajr l-approvazzjoni ta' Porsche Sales & Marketplace.

2.2.2. Il-Konsumatur u Porsche Sales & Marketplace jistgħu jitterminaw il-Porsche ID-Contract totalment fi kwalunkwe hin. It-terminazzjoni ta' Porsche ID-Contract ma għandhiex taffettwa kuntratti ta' bejgħ individwali għal prodotti u servizzi bejn il-Konsumatur u l-Bejjiegh li jkun digà ġew konklużi. It-terminazzjoni ta' Porsche ID-Contracts tapplika (i) f'każ li l-Konsumatur xtara xi prodott b'terminu fiss jew servizz b'terminu fiss mal-iskadenza ta' terminu fiss li jifdal jew inkella (ii) immedjatament.

2.2.3. It-terminazzjoni tal-Porsche ID-Contract tista' ssir bil-miktub, permezz ta' email jew permezz tal-My Porsche Portal bl-użu tal-funzjoni "**Delete Account**".

2.2.4. Id-dritt ta' terminazzjoni tal-Porsche ID-Contract għal raġuni jibqa' mhux affettwat mid-dispozzjonijiet preċedenti.

Pagna 1 minn 7

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### 2.3. L-użu tal-Post tas-Suq minn Konsumaturi

2.3.1. Konsumaturi li għandhom Porsche ID-Contract jistgħu jużaw il-Post tas-Suq. Konsumaturi mingħajr Porsche ID-Contract jistgħu ukoll jużaw il-Post tas-Suq permezz tal-funzjoni "Ordering as Guests" (sa fejn possibbli).

2.3.2. Il-Konsumatur ma jistax juża Prodotti jew Servizzi għal skopijiet illegali u l-Konsumatur mhux se jippermetti li partijiet terzi jagħmlu dan. Il-Konsumatur mhux intitolat li jipproċessa d-data u l-informazzjoni ricevuta waqt l-użu tal-Post tas-Suq għal skopijiet kummerċjali jew li jiżvela dik id-data u informazzjoni lil kwalunkwe parti terza għal skopijiet kummerċjali.

### 2.4. Ir-Rwol ta' Porsche Sales & Marketplace u l-Eżekuzzjoni tal-Kuntratti konklużi fil-Post tas-Suq

2.4.1. Porsche Sales & Marketplace huwa l-operatur tal-Post tas-Suq. Porsche Sales & Marketplace u Bejjiegh Terz jistgħu jbigħu Prodotti u/jew jipprovdu Servizzi fil-Post tas-Suq. Il-Bejjiegh huwa indikat fuq il-paġna dettaljata tal-prodott rispettiv.

2.4.2. Porsche Sales & Marketplace tiffunzjona bħala medjatur għal tranżazzjonijiet konklużi bejn Konsumaturi u Bejjiegha Terzi għall-bejgħ ta' Prodotti jew Servizzi. Kull kuntratt bħal dan huwa konkluż biss bejn il-Konsumatur u Bejjiegh Terz. Porsche Sales & Marketplace b'mod partikolari ma taġix bħala rappreżentant ta' xi Utent, b'mod partikolari ta' xi Bejjiegh Terz. Konsumatur għandu jieqaf milli jagħmel xi haġa sabiex johloq impressjoni falza li hija aċċettata minn, bi sħab ma' jew jaġixxi f'isem jew għal benefiċċju ta' Porsche Sales & Marketplace. Partikolarment, Porsche Sales & Marketplace mhix responsabbli u/jew mizmuma responsabbli għall-ebda kuntratt li jsir bejn il-Konsumatur u Bejjiegh Terz. Porsche Sales & Marketplace ma tikkontrollax u ma tivverifikax l-informazzjoni pprovduta minn Bejjiegh Terz jew xi Konsumatur. Għal kuntratti li jsiru bejn Konsumatur u Bejjiegh Terz, termini addizzjonali jistgħu japplikaw, bħal termini ta' użu jew termini ta' bejgħ, li huma indikati fuq il-paġna dettaljata tal-prodott rispettiv.

2.4.3. F'każ ta' ordni minn Konsumatur, Porsche Sales & Marketplace għandha tinnotifika lill-Bejjiegh Terz u ttiprovdi bid-data tat-tranżazzjoni (pereżempju l-isem tal-Konsumatur) meħtieġa għall-konkluzjoni u l-eżekuzzjoni tal-kuntratt.

2.4.4. F'każ ta' xi tilwim li johroġ minn kuntratt għal Prodotti jew Servizzi, il-Bejjiegh u l-Konsumatur għandhom jikkooperaw direttament flimkien sabiex isibu soluzzjoni.

### 2.5. Ir-Responsabbiltà ta' Porsche Sales & Marketplace għall-użu tal-Post tas-Suq u l-Porsche ID-Contract

2.5.1. Porsche Sales & Marketplace ma taċċetta ebda responsabbiltà għall-eżattezza u l-attwalità tad-data u informazzjoni pprovduta mill-Konsumatur u minn Bejjiegh Terz.

2.5.2. F'każ ta' negligenza żgħira, Porsche Sales & Marketplace hija responsabbli biss għal ksur ta' obligazzjonijiet materjali kuntrattwali (obligazzjonijiet kardinali). Obligazzjonijiet kardinali huma obligazzjonijiet materjali kuntrattwali li l-kuntratt ikun meqjus li jimponi fuq Porsche Sales & Marketplace skont l-objettivi u l-iskop tiegħu u li l-ksur tagħhom jipperikola l-iskop tal-kuntratt u li huma meqjusa neċessarji għall-kompletezza dovuta u preċiża tal-kuntratt u l-Konsumatur jista' jistrieħ fuqha b'mod permanenti għal raġunijiet tajba. Din ir-responsabbiltà hija limitata għad-danni tipikament prevedibbli fil-hin tad-dhul fil-kuntratt.

2.5.3. Ir-responsabbiltà personali tar-rappreżentanti statutorji, aġenti u impjegati ta' Porsche Sales & Marketplace għal danni kkawżati minn negligenza żgħira hija wkoll limitata sal-grad deskritt fin-Nru 2.5.2.

2.5.4. Il-limitazzjoni tar-responsabbiltà kif imsemmi hawn fuq ma għandhiex tapplika għal danni kkawżati intenzjonalment jew b'negligenza kbira, danni fuq il-persuna kkawżati bi htija u lanqas għar-responsabbiltà taht il-German Product Liability Act u f'każ ta' responsabbiltà mandatorja oħra. Lanqas m'għandha tapplika għal difetti moħbija li ma setgħux jiġu raġonevolment misjuba minn Konsumatur fil-hin li huwa daħal fil-kuntratt. Barra minn hekk, ma għandhiex tapplika jekk u sal-grad li Porsche Sales & Marketplace ikunu assumew garanzija.

2.5.5. Il-Konsumatur għandu jiehu l-miżuri raġonevoli kollha neċessarji sabiex jevita u jimminimizza d-danni.

### 2.6. Drittijiet tal-PI

Minkejja l-preċedenti, il-Konsumatur huwa obligat jirrispetta u ma jiksirx id-drittijiet ta' proprjetà intellettuali, inklużi iżda mhux limitatament għad-drittijiet tal-awtur, dizinni, trade marks u privattivi, (iktar 'il quddiem "drittijiet tal-PI") ta' Porsche Sales & Marketplace, Utenti oħra jew terzi oħra. Il-Konsumatur għandu jindennizza u jeskludi minn kull responsabbiltà lil Porsche Sales & Marketplace għal kull talba li Utenti jew terzi oħra jagħmlu kontra Porsche Sales & Marketplace minhabba ksur tad-drittijiet tal-PI tagħhom jekk il-Konsumatur ikun responsabbli għal dan il-ksur. Il-Konsumatur jassumi l-ispejjeż għad-difiza legali neċessarja ta' Porsche Sales & Marketplace inklużi l-ispejjeż kollha tal-qorti u tal-avukat.

Porsche Sales & Marketplace ma għandhiex titqies li adottat xi kontenut relatat ma' drittijiet tal-PI ta' terzi jew ta' Utenti oħra bħala tagħha.

### 2.7. Protezzjoni tad-Data

Afna nsegwu l-polza ta' privatezza tagħna li tista' tinsab fi kwalunkwe hin fuq <https://connect-store2.porsche.com/mt/en/t/privacy>.

### 2.8. Użu tad-Data

2.8.1. Il-Konsumatur jagħraf li b'rabta mal-użu tal-My Porsche Portal u l-użu tal-Post tas-Suq, b'mod partikolari bix-xiri ta' Prodotti jew Servizzi fuq il-Post tas-Suq, ċerta data – potenzjalment anki data personali – tingabar sabiex jitwettagħ il-kuntratt rispettiv għal Prodotti jew Servizzi mixtrija. Tista' pereżempju tkun neċessarja skont il-Prodott jew Servizz mixtri għall-provista ta' dan il-Prodott jew Servizz li jingabar l-istatus ta' certi partijiet jew li tingabar data dwar l-ambjent u li din id-data tiġi analizzata.

2.8.2. Il-Konsumatur jagħraf li Porsche Sales & Marketplace tista' tuża data bħal dik indikata f'Nru 2.8.1 f'forma anonimizzata għal (i) l-għan li timmaniġġja u ttejjeb il-kwalità, is-sikurezza u s-sigurtà, ta' Prodotti u Servizzi u (ii) għal għanijiet kummerċjali oħra. Dan l-użu tad-data jkun f'konformità mal-liġi applikabli dwar il-protezzjoni tad-data.

2.8.3. Għall-għanijiet preċedenti, din id-data tista' wkoll tiġi ttrasferita lil entitajiet Porsche oħra u lil terzi oħra li huma mqabbdha minn Porsche Sales & Marketplace jew entitajiet oħra Porsche f'dan il-kuntest u – fejn din id-data tiġi anonimizzata (ara Nru 2.8.2) – lil terzi oħra.

### 2.9. Dritt u Ġurisdizzjoni Applikabli

2.9.1. Fejn il-Konsumatur huwa kummerċjant, persuna legali skont id-dritt pubbliku jew assi speċjali (Sondervermögen) skont id-dritt pubbliku, Stuttgart, il-Germanja huwa l-forum esklussiv għal kull tilwima rizzultanti minn ftehim kuntrattwali magħmul bejn il-Konsumatur u Porsche Sales & Marketplace.

2.9.2. Għat-tilwim kollu rizzultanti minn jew rigward dan il-ftehim kuntrattwali, id-dritt Germaniż japplika skont l-eskluzjoni tal-

Konvenzjoni tan-Nazzjonijiet Uniti dwar il-Kuntratti ta' Bejgħ Internazzjonali ta' Merkanzija (iktar 'il quddiem il-"KBIM"). Minkejja l-applikazzjoni tad-dritt Germaniż, Konsumaturi li huma konsumaturi jgawdu wkoll il-protezzjoni tad-dispożizzjonijiet obbligatorji tad-dritt tal-pajjiż, li fih il-konsumatur għandu r-residenza abitwali tiegħu. L-applikazzjoni ta' dispożizzjonijiet obbligatorji li jlimitaw l-għażla tad-dritt u b'mod partikolari l-applikazzjoni ta' ligijiet obbligatorji tal-pajjiż, li fih il-konsumatur għandu r-residenza abitwali tiegħu, b'hal drittijiet dwar il-protezzjoni tal-konsumatur, ma għandhiex tigi affettwata.

2.9.3. Informazzjoni dwar ir-riżoluzzjonijiet ta' tilwim onlajn għal tilwim tal-konsumatur jew dwar riżoluzzjoni ta' tilwim alternattiv għal tilwim tal-konsumatur tista' tinsab hawn: <http://ec.europa.eu/consumers/odr/>.

## 2.10. Dispożizzjonijiet Finali

2.10.1. Il-Konsumatur jista' jassenja d-drittijiet riżultanti mir-relazzjoni kuntrattwali tal-partijiet lil terzi biss bil-kunsens bil-miktub ta' Porsche Sales & Marketplace. L-Artikolu 354a tal-Kodiċi Kummerċjali Germaniż (il-*Handelsgesetzbuch*; iktar 'il quddiem il-"HGB") ma jiġix affettwat b'dan.

2.10.2. Jekk dispożizzjoni ta' dawn it-TuK hija invalida, kompletament jew parzjalment, il-validità tad-dispożizzjonijiet l-oħra ma tiġix affettwata b'dan.

## 3. Kundizzjonijiet ta' Bejgħ permezz tal-Porsche Connect Store

### 3.1. Ġenerali

3.1.1. Fuq il-Post tas-Suq, Porsche Sales & Marketplace tipprovdi l-Konsumaturi bil-Porsche Connect Store (iktar 'il quddiem il-"**Porsche Connect Store**") li fih Porsche Sales & Marketplace tipprovdi (i) servizzi relatati mal-vetturi u dawk indipendenti mill-vetturi (iktar 'il quddiem il-"**Porsche Connect Services**") u (ii) prodotti u servizzi oħra possibbli (iktar 'il quddiem il-"**Prodotti PSM**").

3.1.2. B'zieda mad-dispożizzjonijiet preċedenti, din in-Nru 3 tapplika għall-użu tal- Porsche Connect Store, libbukkar u l-użu tal-Porsche Connect Services u anki għax-xiri u l-użu possibbli ta' Prodotti PSM minn Konsumatur ta' Porsche Sales & Marketplace (iktar 'il quddiem il-"**Konsumatur PSM**"). Konsumatur PSM huwa Utent Primarju, Utent Sekondarju u Utent Ġenerali kif iddefiniti skont Nru 3.2. Porsche Sales & Marketplace toffri għażla ta' servizzi u prodotti differenti. Għal dawn il-kundizzjonijiet addizzjonali, jistgħu japplikaw it-termini ta' użu.

### 3.2. Utenti Primarji u Sekondarji, Utenti Ġenerali

3.2.1. **Utent Primarju** fir-rigward ta' vettura Connect-able (jiġifieri Porsche li magħha jistgħu jintużaw il-Porsche Connect Services) huwa l-Konsumatur PSM li huwa (a) is-sid, (b) id-detentur tal-vettura u/jew (c) membru ta' grupp ta' utenti li huwa esplicitament meġjus minn Porsche Sales & Marketplace b'hal Utent Primarju (b'mod partikolari inkwilini jew impjegati li jiġu pprovduti b'karozza tal-kumpannija). Vettura Connect-able għandha preċiżament Utent Primarju wieħed. Għal Utent Primarju, huma disponibbli l-funzjonijiet kollha tal-My Porsche Portal, tal-Porsche Connect Store u dawk ibbukkjati tal-Porsche Connect Services. B'mod partikolari, l-ibbukkar u l-konfigurazzjoni ta' Porsche Connect Services u Prodotti PSM relatati ma' vetturi u dawk indipendenti minn vetturi.

3.2.2. **Utent Sekondarju** fir-rigward ta' vettura Connect-able huwa Konsumatur PSM, li mhux Utent Primarju iżda li huwa awtorizzat b'hal Utent Sekondarju mill-Utent Primarju li kkonkluda Porsche ID-Contract. L-għan tal-funzjonijiet tal-My Porsche Portal, tal-Porsche Connect Store u tal-Porsche Connect Services ibbukkjati jiddependi

fuq l-ambitu tad-drittijiet mogħtija mill-Utent Primarju u/jew mis-sistema lill-Utent Sekondarju. B'mod partikolari, libbukkar ta' servizzi relatati ma' vetturi ma huwiex possibbli, waqt li l-konfigurazzjoni tagħhom hija suġġetta għad-drittijiet mogħtija mill-Utent Primarju u libbukkar u l-konfigurazzjoni ta' Porsche Connect Services u Prodotti PSM indipendenti minn vetturi hija generalment possibbli.

3.2.3. **Utent Ġenerali** huwa Konsumatur PSM li mhux Utent Primarju jew Sekondarju fir-rigward ta' almenu vettura Connect-able waħda. Utent Ġenerali huwa pprovdut b'Porsche Connect Store b'numru limitat ta' funzjonijiet. B'mod partikolari, mhux possibbli libbukkar u l-konfigurazzjoni ta' Porsche Connect Services relatati ma' vetturi, filwaqt li huwa possibbli libbukkar u l-konfigurazzjoni ta' Porsche Connect Services u Prodotti PSM indipendenti minn vetturi.

## 3.3. Konklużjoni ta' Ftehim

3.3.1. Il-prezentazzjoni ta' Porsche Connect Services u ta' Prodotti PSM fil-Porsche Connect Store ma tikkostitwixxi offerta li torbot lil Porsche Sales & Marketplace sabiex tidhol f'kuntratt ta' bejgħ, iżda sempliciment tistieden il-Konsumatur PSM jagħmel dikjarazzjoni li torbot dwar jekk u liema merkanzija jixtieq jordna mill-Porsche Sales & Marketplace (*invitatio ad offerendum*). Il-Konsumatur PSM jista' jagħmel Porsche Connect Services jew Prodotti PSM mill-firxa ta' prodotti fil-Porsche Connect Store u jiġborhom f'hekk imsejjaħ basket tax-xiri permezz ta' eż. il-buttuna "*Zid mal-Basket*". Qabel ma tiġi magħfusa l-buttuna "*Ordna bl-Obbligu li Thallas*" (jew xi haġa simili), il-Porsche Connect Services jew Prodotti PSM kollha magħżula mill-Konsumatur PSM, il-prezz totali tagħhom inkluza VAT legali fl-ammont rispettiv applikabbli kif ukoll dazji, charges u spejjeż ta' trasport jerggħu jiġu murija f'sommarju tal-ordni lill-Konsumatur PSM għal revizjoni. F'dan l-istadju, il-Konsumatur PSM ikollu l-opportunità li jidentifika u jikkoreġi kwalunkwe dettalji skorretti qabel ma finalment jagħmel l-ordni. Qabel jagħmel l-ordni li torbot, id-dispożizzjonijiet kuntrattwali inklużi dawn it-TuK jistgħu jiġu aċċessati għal darba oħra u ssejvjati f'forma riproducibbli mill-Konsumatur PSM. Permezz tal-buttuna "*Ordna bl-Obbligu li Thallas*" (jew xi haġa simili), il-Konsumatur PSM jissottometti offerta li torbot għall-konklużjoni ta' kuntratt ta' bejgħ tal-Porsche Connect Services jew Prodotti PSM miġbura fil-basket. L-offerta tista', madankollu, tiġi sottomessa u ttrasferita biss jekk il-Konsumatur PSM jaċċetta, u b'hekk jinkludi fl-offerta tiegħu, dawn it-TuK billi jagħfas buttuna korrispondenti.

3.3.2. Porsche Sales & Marketplace għandha tikkonferma li rċeviet l-ordni tal-Konsumatur PSM permezz ta' posta elettronika. Madankollu, din il-konferma li rċeviet l-ordni ma tkunx aċċettazzjoni tal-ordni tal-Konsumatur PSM li torbot legalment.

3.3.3. Il-kuntratt isir effettiv biss meta Porsche Sales & Marketplace taċċetta l-offerta tal-Konsumatur PSM. L-aċċettazzjoni tal-ordni minn Porsche Sales & Marketplace tista' ssir espressament permezz ta' dikjarazzjoni bil-miktub, eż. billi tintbagħat konferma tal-ordni bil-miktub permezz ta' posta elettronika, billi jiġu pprovduti l-Porsche Connect Services jew billi Porsche Sales & Marketplace tagħmel il-Prodotti PSM disponibbli biex jintbagħtu u tinforma b'dan lill-Konsumatur PSM. Il-kuntratt ta' bejgħ għandu jiġi regolat esklużivament mill-kontenut tal-aċċettazzjoni tal-ordni u dawn it-TuK. Ftehim verbali jew wegħdiet ikunu validi biss jekk haddiem awtorizzat ta' Porsche Sales & Marketplace jikkonfermahom bil-miktub.

3.3.4. Jekk il-Porsche Connect Services ordnati mill-Konsumatur PSM ma jistgħux jiġu kkonsenjati, eż. minhabba li l-merkanzija inkwistjoni ma tkunx maħżuna, jew il- Porsche Connect Services ma jistgħux jiġu pprovduti, Porsche Sales & Marketplace tista' ma taċċetta l-ordni. F'dan il-każ, l-ebda kuntratt ma jiġi konkluż. Porsche Sales & Marketplace għandha tinforma b'dan lill-Konsumatur PSM mingħajr dewmien żejjed.

3.3.5. It-termini tal-kuntratt jiġu ssejvjati u miżmuma wara li l-kuntratt jiġi konkluż, izda ma jibqgħux aċċessibbli għall-Konsumatur PSM. Il-Konsumatur PSM ikun, madankollu, ipprovdut b'kull dispozizzjoni kuntrattwali u dawn it-TuK (permezz ta' posta elettronika jew ittra).

### 3.4. L-ibukkjar tal-Porsche Connect Services

3.4.1. Jistgħu jiġu bbukkjati Porsche Connect Services individwali jew diversi b'mod separat mill-Porsche Connect Store skont dawn it-TuK u termini ta' użu ulterjuri potenzjalment applikabbli. Fejn dispozizzjoni ta' dawn it-TuK ma taqbilx mat-termini ta' użu ulterjuri rispettivi, jipprevalu t-termini ta' użu ulterjuri.

3.4.2. Id-disponibbiltà, id-deskrizzjoni, t-terminu, il-provista, l-aġġornamenti, il-prezzijiet u t-termini ta' pagament tal-Porsche Connect Services huma speċifikati fil-Porsche Connect Store u jistgħu jiġu speċifikati fit-termini ta' użu ulterjuri. Il-prezzijiet tal-Porsche Connect Services kurrenti huma disponibbli hawn: <https://connect-store.porsche.com/mt/en>. Id-disponibbiltà tal-Porsche Connect Services relatati ma' vetturi tiddependi fuq l-apparat tal-vettura rispettiva.

3.4.3. Porsche Connect Services relatati ma' vetturi jistgħu jiġu bbukkjati biss minn Utent Primarju għal vettura Connect-able li għaliha teżisti Vehicle Link fil-My Porsche Portal (ara Nru 3.4.4). Dawn huma marbuta mal-vettura u ma jistgħux jiġu ttrasferiti għal vettura Connect-able oħra jew jintużaw f'vettura Connect-able oħra. Dan japplika wkoll jekk l-Utent Primarju tal-vettura Connect-able rispettiva huwa wkoll Utent Primarju ta' vettura Connect-able fl-istess hin.

3.4.4. Konsumatur PSM jista' jara fuq il-My Porsche Portal jekk u jekk iva liema vetturi huma marbuta mal-ID-Contract tiegħu (iktar 'il quddiem il-**"Vehicle Link"**) u għal liema Vehicle Link huwa ddefinit bħala l-Utent Primarju jew l-Utent Sekondarju. Jekk Vehicle Link rispettiva mhix murija lil Utent Primarju fuq il-My Porsche Portal, l-Utent Primarju jista' jitlob minn fuq il-My Porsche Portal jew minn Porsche Center l-istabbliment tal-Vehicle Link rispettiva. L-istabbliment tal-Vehicle Link rispettiva tista' ssir sugġetta minn Porsche Sales & Marketplace għall-provista ta' prova xierqa u fil-każ ta' vettura użata sugġetta għat-tassir tal-Vehicle Link rilevanti mill-Utent Primarju preċedenti skont Nru 3.6.1 (i).

### 3.5. Bejgħ ta' Prodotti PSM

3.5.1. Prodotti PSM individwali jew diversi jistgħu jinxtrow b'mod separat mill-Porsche Connect Store skont dawn it-TuK u termini ta' użu ulterjuri. Fejn dispozizzjoni ta' dawn it-TuK ma taqbilx mat-termini ta' użu ulterjuri, jipprevalu t-termini ta' użu ulterjuri.

3.5.2. Id-disponibbiltà, id-deskrizzjoni (skont il-każ), it-terminu, il-prezz tax-xiri, il-pagament u t-termini tal-kunsinna tal-Prodott PSM huma speċifikati fil-Porsche Connect Store u jistgħu jiġu speċifikati fit-termini ta' użu ulterjuri.

3.5.3. Jekk jognġbok innota li x-xiri ta' Prodotti PSM jista' jkun sugġett għal kundizzjonijiet oħra li jkunu iktar wiesgħa. Fejn dan ikun il-każ, Ahna espressament nindikaw dan qabel ix-xirja.

### 3.6. Bejgħ u/jew ttrasferiment permanenti tal-vettura

3.6.1. F'każ ta' bejgħ jew ttrasferiment permanenti ta' vettura Connect-able lil terz (iktar 'il quddiem ix-**"Xerrej tal-Karozza Użata"**) l-Utent Primarju għandu (i) iħassar il-Vehicle Link rispettiva fuq il-My Porsche Portal u (ii) jinforma lix-Xerrej tal-Karozza Użata dwar kwalunkwe Porsche Connect Services eżistenti għall-vettura Connect-able rispettiva.

3.6.2. F'każ ta' bejgħ jew ttrasferiment permanenti ta' vettura Connect-able, l-Utent Primarju – b'żieda mad-drittijiet ta' terminazzjoni tiegħu tal-Porsche ID-Contract skont Nru 2.2.2 – jista' jitttermina l-Porsche Connect Services kollha li jikkonċernaw il-vettura rilevanti b'perijodu

ta' avviż ta' ġimagħtejn qabel it-tmiem tax-xahar kalendarju. Fejn Porsche Connect Service jiġi tterminat qabel it-tmiem tat-terminu tiegħu skont l-ewwel sentenza, ma jkun hemm l-ebda rimbors (lanqas proporzjonalment) tal-filas rispettiv li jkun sar. Ix-Xerrej tal-Karozza Użata jista' madankollu jagħmel użu mit-terminu li jifdal jekk jikkonkludi Porsche ID-Contract u jibbukja l-Porsche Connect Service rispettiv. L-Utent Primarju huwa liberu li jagħmel arrangament max-Xerrej tal-Karozza Użata fir-rigward ta' kumpens possibbli fl-ammont tal-valur li jifdal tal-Porsche Connect Services.

### 3.7. Terminu u Terminazzjoni tal-Porsche Connect Services

3.7.1. It-terminu tal-Porsche Connect Services huwa speċifikat fil-Porsche Connect Store flimkien mat-termini ta' użu ulterjuri potenzjali.

3.7.2. Il-kuntratti għal Porsche Connect Services li għalihom ġie miftiehem terminu fiss mingħajr tiġdid awtomatiku ma jistgħux jiġu tterminati mingħajr avviż. Il-kuntratti għal Porsche Connect Services li għalihom ġie miftiehem terminu differenti (i.e. ebda terminu fiss mingħajr titwil awtomatiku) jistgħu jiġu tterminati skont din it-taqsimha 3.7, b'mod partikolari f'konformità mal-perijodi ta' avviż stabbiliti fit-taqsimha 3.7.2, minn Porsche Sales & Marketplace u, jekk ikun Porsche Connect Service indipendenti minn vetturi, minn Konsumatur PSM jew, jekk ikun Porsche Connect Service relatat ma' vetturi, mill-Utent Primarju.

3.7.3. Kuntratt ta' Porsche Connect Service li għalih ġie miftiehem terminu fiss mingħajr titwil awtomatiku tat-terminu permezz ta' perijodi ta' titwil fissi oħra jista' jiġi tterminat b'avviż ta' ġimagħtejn sat-tmiem tat-terminu fiss jew kwalunkwe perijodu ta' titwil fiss li jiġi warajh.

Kuntratt ta' Porsche Connect Service li għalih ġie miftiehem terminu fiss b'titwil awtomatiku sussegwenti għal perijodu indefinit jista' jiġi tterminat b'avviż ta' ġimagħtejn sat-tmiem tat-terminu fiss imbagħdad b'avviż ta' ġimagħtejn sat-tmiem ta' xahar kalendarju.

Kuntratt ta' Porsche Connect Service b'terminu indefinit jista' jiġi tterminat b'avviż ta' ġimagħtejn sat-tmiem ta' xahar kalendarju.

It-termini ta' użu tal-Porsche Connect Service rispettiv jistgħu jirregolaw modalitajiet ta' terminazzjoni differenti.

3.7.4. F'każ ta' terminazzjoni tal-Porsche ID-Contract skont Nru 2.2, il-Porsche Connect Services jiġu fi kwalunkwe każ ipprovduti lill-Konsumatur PSM sugġetti għan-numri applikabbli rispettivi ta' dawn it-TuK sat-tmiem tat-terminu rispettiv jew it-terminazzjoni tagħhom skont dan in-Nru .

3.7.5. It-terminazzjoni skont Nru 3.6.2 kif ukoll skont dan in-Nru tista' ssir bil-kitba, permezz ta' posta elettronika jew, fejn ikun kuntratt b'titwil awtomatiku, permezz tal-Porsche Connect Store bil-funzjoni **"Ittermina t-Titwil Awtomatiku"**.

3.7.6. Id-dritt ta' terminazzjoni għal raġuni kif ukoll id-dispozzjonijiet statutorji dwar it-terminazzjoni ta' kuntratti tal-konsumaturi għal prodotti diġitali jibqgħu mhux affettwati mid-dispozzjonijiet preċedenti.

3.7.7. Il-parti li titttermina Porsche Connect Service tkun intitolata li tfittex id-drittijiet u r-rimedji kollha disponibbli bil-liġi.

3.7.8. Mal-iskadenza (inkluż nuqqas ta' tiġdid) jew terminazzjoni ta' Porsche Connect Service, l-aċċess tiegħek għal dan il-Porsche Connect Service jiġi skonness minn PSM b'effett immedjat. Inti ma jkollok l-ebda dritt li tkompli tagħmel użu minn dan il-Porsche Connect Service.

### 3.8. Tibdil tal-Porsche Connect Services

3.8.1. Porsche Sales & Marketplace tista' tibdel il-Porsche Connect Services għar-raġunijiet validi segwenti: (i) Sabiex ittejjeb l-aċċess



għall-Porsche Connect Services u l-użu tagħhom, inkluż sabiex iżżid funzjonijiet godda, (iii) jekk il-bidla tkun neċessarja għall-adattament tal-Porsche Connect Services għal rekwiżiti legali mibdula, (iii) sabiex tadatta l-Porsche Connect Services għal tibdiliet tekniċi jew żviluppi fis-sistemi mħaddma minn Porsche Sales & Marketplace jew partijiet terzi sabiex tista' tipprovdi l-Porsche Connect Services lill-Konsumatur PSM, jew (iv) sabiex tadatta l-Porsche Connect Services għal żviluppi tekniċi fl-ambjent tas-sistema tal-utenti.

3.8.2. Kwalunkwe tali tibdil għandu jsir mingħajr spejjeż oħra għall-Konsumatur PSM u l-Konsumatur PSM għandu jiġi informat bit-tibdil b'mod ċar u li jinftehem. Jekk tibdil sejjer jaffettwa b'mod sinifikattiv l-abbiltà tal-Konsumatur PSM sabiex jaċċessa l-Porsche Connect Service inkwistjoni jew l-użabbiltà tiegħu, Porsche Sales & Marketplace għandha tinforma lill-Konsumatur PSM fi żmien raġionevoli bil-quddiem u fuq mezz durabbli bil-funzjonijiet u l-hin tat-tibdil u bid-dritt tiegħu li jgħid li jgħid ma' Porsche Sales & Marketplace dwar l-użu tal-Porsche Connect Service inkwistjoni. F'dan il-każ, il-Konsumatur PSM għandu jkun intitolat li jgħid ma' Porsche Sales & Marketplace bla ħlas fi żmien 30 jum mill-irċevuta tal-informazzjoni msemmija. Jekk it-tibdil iseħh wara l-irċevuta tal-informazzjoni msemmija, iż-żmien tat-tibdil għandu jissostitwixxi iż-żmien tal-irċevuta tal-informazzjoni msemmija għall-kalkolu tal-perijodu msemmi. Il-Konsumatur PSM jista' jgħid ma' Porsche Sales & Marketplace billi jgħid dikjarazzjoni f'dan is-sens lil (Porsche Sales & Marketplace GmbH, Porscheplatz 1, DE-70435 Stuttgart, il-Germanja, numru telefoniku: +356 27780431, indirizz tal-posta elettronika: [smartmobility@mt.porsche.com](mailto:smartmobility@mt.porsche.com)), e.g. b'ittra mibgħuta bil-posta, posta elettronika jew, jekk applikabbli, kwalunkwe mezz tekniċi ieħor magħmul disponibbli minn Porsche Sales & Marketplace jew partijiet terzi għal dan l-għan. Madankollu, il-Konsumatur PSM ma jistax jgħid ma' Porsche Sales & Marketplace inkwistjoni skont din il-klawżola jekk il-preġudizz jkun sempliċement wiehed minuri jew jekk il-konsumatur iżomm l-aċċess għall-Porsche Connect Service mhux mibdul jew l-użabbiltà tiegħu mingħajr spejjeż oħra.

### 3.9. Dritt tal-Irtirar tal-Konsumaturi

Jekk il-Konsumatur PSM huwa konsumatur skont l-Art. 13 BGB, hu/hi għandhom dritt ta' rtirar għal perijodu ta' 14-il gurnata f'każ ta' (i) libbukkjar ta' Porsche Connect Services skont Nri. 3.3 u 3.4. u (ii) ix-xiri ta' Prodotti PSM skont Nri. 3.3 u 3.5. Dritt ta' rtirar differenti jista' japplika għal Konsumaturi PSM li huma konsumaturi u f'dan il-każ tiġi pprovduta informazzjoni speċifika. Konsumatur skont l-Art. 13 BGB ifisser kull persuna naturali li tidhol fi tranzazzjoni legali għal għanijiet li huma predominantement lil hinn mis-sengħa, negozju jew professjoni tiegħu/tagħha. Fis-segwenti, il-Konsumatur PSM jingħata struzzjoni dwar id-dritt ta' rtirar tiegħu/tagħha:

#### Struzzjonijiet dwar l-irtirar

##### Dritt tal-irtirar

Inti għandek id-dritt tirtira minn dan il-kuntratt f'14-il gurnata mingħajr ma tagħti raġuni. Il-perijodu ta' rtirar jiskadi wara 14-il gurnata (i) mill-gurnata tal-konkluzjoni tal-kuntratt jekk inti xtrajt Porsche Connect Services u (ii) mill-gurnata li fiha inti jew terz magħżul minnek (li mhux trasportatur) tircievu l-Prodotti PSM mixtrija minnek, jew fil-każ ta' kuntratt relatat ma' diversi Prodotti PSM ordnat minnek f'ordni wiehed u kkonsenjati separatament, mill-gurnata li fiha inti jew terz magħżul minnek (li mhux trasportatur) tircievu l-aħħar Prodott PSM mixtri minnek. Sabiex teżercita d-dritt tal-irtirar, inti għandek tinforma (Porsche Sales & Marketplace Support - c/o Porsche Sales & Marketplace GmbH - Kaxxa P.O. 41 42, 73744 Ostfildern, il-Germanja, numru telefoniku: +356 27780431, indirizz tal-posta elettronika: [smartmobility@mt.porsche.com](mailto:smartmobility@mt.porsche.com)) bid-deċizjoni tiegħek li tirtira minn dan il-kuntratt permezz ta' dikjarazzjoni inekwivoka (eż. ittra mibgħuta bil-posta jew posta elettronika). Inti tista' tuża l-formola tal-irtirar eżemplari annessa, iżda din mhix obligatorja. Sabiex

tissodisfa t-terminu għall-irtirar, huwa suffiċjenti li tibgħat il-komunikazzjoni dwar l-eżercizzju tad-dritt tal-irtirar tiegħek qabel ma jiskadi l-perijodu tal-irtirar.

##### Effetti tal-irtirar

Jekk inti tirtira minn dan il-kuntratt, aħna nriimborsaw il-pagamenti kollha rċevuti mingħandek, inklużi l-ispejjeż tal-kunsinna (bl-eċċezzjoni ta' spejjeż supplimentari li jirriżultaw mill-għażla tiegħek ta' tip ta' kunsinna li mhix l-orhos tip ta' kunsinna standard offruta minna), mingħajr dewmien żejjed u fi kwalunkwe każ mhux iktar tard minn 14-il gurnata mill-gurnata li fiha aħna niġu informati bid-deċizjoni tiegħek li tirtira minn dan il-kuntratt. Aħna nwettagħ dan ir-imbors bl-użu tal-istess mezz ta' pagament li inti użajt għat-tranzazzjoni inizjali, sakemm inti ma qbiltx espressament mod ieħor; fi kwalunkwe każ, inti ma ssostni l-ebda spejjeż riżultat ta' tali rimbors. Jekk inti tlabti li jinbada t-tweġġ tas-servizz fil-perijodu tal-irtirar, inti għandek tħallasna ammont li huwa proporzjonali għal dak li ġie pprovdut sakemm inti tikkomunikalna l-irtirar tiegħek minn dan il-kuntratt, meta mqabbel mal-kopertura sħiħa tal-kuntratt.

##### Informazzjoni dwar l-iskadenza tad-dritt tal-irtirar:

Id-dritt tal-irtirar jiskadi b'mod prematur fil-każ ta' servizz jekk is-servizz ikun ingħata kompletament, l-ghoti tas-sevizz ikun inbada biss wara u l-Konsumatur PSM ikun talab li s-servizz jibda qabel l-iskadenza tal-perijodu tal-irtirar u fl-istess hin ikun ikkonferma l-għarfien tiegħu li huwa jitlef id-dritt ta' rtirar mat-tweġġ komplet tal-kuntratt. Id-dritt tal-irtirar jiskadi b'mod prematur fil-każ ta' kuntratti relatati ma' kontenut digitali jekk il-Konsumatur PSM jitlef u jwettagħ it-tnezz tal-kontenut digitali qabel l-iskadenza tal-perijodu tal-irtirar, wara li l-Konsumatur PSM ikun espressament ta l-kunsens sabiex l-eżekuzzjoni tal-kuntratt tinbada qabel l-iskadenza tal-perijodu ta' rtirar u jkun ikkonferma l-għarfien tiegħu li permezz tal-kunsens tiegħu huwa jitlef id-dritt ta' rtirar mal-bidu tal-eżekuzzjoni tal-kuntratt. Iktar minn hekk, l-eċċezzjonijiet statutorji skont § 312 g Art. 2 BGB (Kodiċi Ċivili Germaniż) għandhom japplikaw.

Sabiex teżercita d-dritt tal-irtirar, inti tista' tuża s-segwenti formola tal-irtirar eżemplari, iżda din mhix obligatorja.

#### Formola tal-irtirar eżemplari

(imla u rritorna din il-formola biss jekk inti tixtieq tirtira mill-kuntratt)

- Lil Porsche Sales & Marketplace Support - c/o Porsche Sales & Marketplace GmbH - Kaxxa P.O. 41 42, 73744 Ostfildern, il-Germanja, indirizz elettroniku: [smartmobility@mt.porsche.com](mailto:smartmobility@mt.porsche.com)
- Jien/aħna (\*) navża/w permezz ta' dan li Jien/Aħna (\*) nirtira/w mill-kuntratt tiegħi/tagħna ta' bejgħ (\*) tal-merkanzija segwenti (\*)/għall-provvista tas-servizz segwenti (\*),
- Ordnat nhar (\*)/irċevut nhar (\*),
- Isem il-konsumatur(i),
- Indirizz tal-konsumatur(i),
- Firma tal-konsumatur(i) (biss jekk din il-formola hija nnotifikata bil-karta),
- Data

(\*) *ħassar kif jixraq*

### 3.10. Drittijiet f'każ ta' Difetti

Id-dispożizzjonijiet legali dwar id-drittijiet tal-Konsumatur PSM f'każ ta' difetti japplikaw.

### 3.11. Ir-responsabbiltà ta' Porsche Sales & Marketplace għal Bejgħ permezz tal-Porsche Connect Store

3.11.1. F'każ ta' negligenza zghira Porsche Sales & Marketplace hija responsabbli biss għal ksur ta' obligazzjonijiet materjali kuntrattwali (obligazzjonijiet kardinali). Obligazzjonijiet kardinali

huma obbligazzjonijiet materjali kuntrattwali li l-kuntratt huwa meqjus li jimponi fuq Porsche Sales & Marketplace skont l-oġġettivi u l-għan tiegħu u li l-ksur tagħhom jipperikola l-għan tal-kuntratt u li jitqiesu li huma neċessarji għat-tweġġiq xieraq u attent tal-kuntratt u jistgħu jiġu invokati għal raġuni tajba mill-Konsumatur PSM. Din ir-responsabbiltà hija limitata għal dannu tipikament prevedibbli fil-punt tal-konkluzjoni tal-kuntratt.

3.11.2. Ir-responsabbiltà personali ta' rappreżentanti statutorji, aġenti u impjegati ta' Porsche Sales & Marketplace għal danni kkawżati minn negligenza zghira hija wkoll limitata sal-punt deskritt f'Nru 3.11.1.

3.11.3. Il-limitazzjoni tar-responsabbiltà kif stabbilita hawn fuq ma tapplikax għal danni kkawżati intenzjonalment jew b'negligenza kbira, ħsarat personali kkawżati bi ħtija u lanqas għal kwalunkwe responsabbiltà taħt l-Att Germaniż dwar ir-Responsabbiltà għall-Prodotti u fil-każ ta' xi responsabbiltà obligatorja ulterjuri. Lanqas ma għandha tapplika għal difetti li ma jidhrux li ma setgħux jiġu skoperti ragonevolment mill-Konsumatur PSM fil-punt tal-konkluzjoni tal-kuntratt. Iktar minn hekk, ma għandhiex tapplika jekk u sal-punt li Porsche Sales & Marketplace tkun tat garanzija.

3.11.4. Il-Konsumatur PSM għandu jiehu kull miżura ragonevoli neċessarja sabiex jevita u jnaqqas id-danni.

### 3.12. Protezzjoni tad-data

Konsumatur PSM huwa obligat jinforma s-sewwieqa ta' vettura li għaliha teżisti Vehicle Link dwar il-polza ta' privatezza ta' Porsche Sales & Marketplace u l-possibbiltà li d-data personali tagħhom tingabar waqt l-użu tal-Porsche Connect Services.

Iktar informazzjoni tista' tinsab fil-polza ta' privatezza fuq <https://connect-store2.porsche.com/mt/en/t/privacy>.

### 3.13. Użu tad-Data

3.13.1. Il-Konsumatur PSM jagħraf li b'rabta mal-użu tal-Porsche Connect Store, b'mod partikolari bix-xiri ta' Porsche Connect Services, ċerta data – potenzjalment anki data personali – tingabar sabiex jitwettaq il-kuntratt rispettiv għall-Porsche Connect Services mixtrija. Tista' pereżempju tkun neċessarja skont il-Porsche Connect Services mixtrija għall-provvista ta' dan is-servizz li jingabar l-istatus ta' ċerti partijiet jew li tingabar data dwar l-ambjent u li din id-data tiġi analizzata.

3.13.2. Il-Konsumatur PSM jagħraf li Porsche Sales & Marketplace tista' tuża data bħal dik indikata f'Nru 3.13.1 f'forma anonimizzata għal (i) l-għan li timmanigġja u ttejjeb il-kwalità, is-sikurezza u s-sigurtà, tal-Porsche Connect Services u/jew Prodotti PSM (inklużi vetturi Porsche) u (ii) għal għanijiet kummerċjali oħra. Dan l-użu tad-data jkun f'konformità mal-liġi applikabbli dwar il-protezzjoni tad-data.

3.13.3. Għall-għanijiet preċedenti, din id-data tista' wkoll tiġi ttrasferita lil entitajiet Porsche oħra u lil terzi oħra li huma mqabbdha minn Porsche Sales & Marketplace jew entitajiet oħra Porsche f'dan il-kuntest u – fejn din id-data tiġi anonimizzata (ara Nru 3.13.2) – lil terzi oħra.

3.13.4. Jekk Konsumatur PSM jirrevoka l-kunsens mogħti minnu skont il-liġi dwar il-protezzjoni tad-data jew jekk joġġezzjona għal iktar ipproċessar tad-data personali tiegħu, Porsche Sales & Marketplace tista' tittermina kuntratt ta' Porsche Connect Service mingħajr ma tosserva perijodu ta' avviż jekk Porsche Sales & Marketplace ma tistax ragonevolment tkun mistennija li tkompli r-relazzjoni kuntrattwali inkwistjoni sat-tmiem miftiehem tal-kuntratt jew sal-iskadenza ta' perijodu ta' avviż statutorju jew kuntrattwali, bit-teħid inkunsiderazzjoni tal-kamp ta' applikazzjoni tal-ipproċessar

ta' data li jibqa' permessibbli u bl-evalwazzjoni tal-interessi taż-żewġ partijiet.

3.13.5. Sabiex tiproteġi kontra tfixkil li jolqot materjalment is-Servizzi pprovduti, inklużi attackki esterni, u sabiex tikkontrolla riskji ta' sigurtà fir-rigward tas-Servizzi pprovduti, Porsche Sales & Marketplace tiehu miżuri tekniċi u amministrattivi xierqa (eż. firewalls, aġġornamenti regolari tas-sofwer) fir-rigward tas-sistemi tal-IT u tal-ipproċessar tad-data użati għall-provvista tas-Servizzi. F'każ ta' ksur tas-sigurtà jew tal-integrità, jew theddid u vulnerabbiltajiet, Porsche Sales & Marketplace timminimizza effetti negattivi mingħajr dewmien żejjed.

### 3.14. SERVIZZ TAL-KONSUMATUR

F'każ ta' mistoqsijiet, talbiet jew ilmenti, anki fir-rigward ta' xi Servizzi, jekk jogħġbok ikkuntattja s-servizz tal-konsumatur tagħna permezz ta'

- (i) posta elettronika: [smartmobility@mt.porsche.com](mailto:smartmobility@mt.porsche.com) jew
- (ii) posta: Porsche Sales & Marketplace Support - c/o Porsche Sales & Marketplace GmbH - Kaxxa P.O. 41 42, 73744 Ostfildern, il-Germanja

### 3.15. Dritt u Ġurisdizzjoni Applikabbli

3.15.1. Fejn il-Konsumatur huwa kummerċjant, persuna legali skont id-dritt pubbliku jew assi speċjali (*Sondervermögen*) skont id-dritt pubbliku, Stuttgart, il-Germanja huwa l-forum esklussiv għal kull tilwima rizultanti minn ftehim kuntrattwali magħmul bejn il-Konsumatur PSM u Porsche Sales & Marketplace.

3.15.2. Għat-tilwim kollu rizultanti minn jew rigward dan il-ftehim kuntrattwali, id-dritt Germaniż japplika skont l-esklużjoni tal-Konvenzjoni tan-Nazzjonijiet Uniti dwar il-Kuntratti ta' Bejgħ Internazzjonali ta' Merkanzija (il-KBIM). Minkejja l-applikazzjoni tad-dritt Germaniż, Konsumaturi PSM li huma konsumaturi jgawdu wkoll il-protezzjoni tad-dispożizzjonijiet obligatorji tad-dritt tal-pajjiż, li fih il-konsumatur għandu r-residenza abitwali tiegħu. L-applikazzjoni ta' dispożizzjonijiet obligatorji li jillimitaw l-għażla tad-dritt u b'mod partikolari l-applikazzjoni ta' liġijiet obligatorji tal-pajjiż, li fih il-konsumatur għandu r-residenza abitwali tiegħu, bħal drittijiet dwar il-protezzjoni tal-konsumatur, ma għandhiex tiġi affettwata.

3.15.3. Informazzjoni dwar ir-risoluzzjonijiet ta' tilwim onlajn għal tilwim tal-konsumatur jew dwar r-izoluzzjoni ta' tilwim alternattiv għal tilwim tal-konsumatur tista' tinsab hawn: <http://ec.europa.eu/consumers/odr/>.

### 3.16. Dispożizzjonijiet Finali

3.16.1. Il-Konsumatur PSM jista' jassenja d-drittijiet rizultanti mir-relazzjoni kuntrattwali tal-partijiet lil terzi biss bil-kunsens bil-miktub ta' Porsche Sales & Marketplace. L-Artikolu 354a tal-Kodiċi Kummerċjali Germaniż (il-*Handelsgesetzbuch*; *HGB*) ma jgix affettwat b'dan.

3.16.2. Jekk dispożizzjoni tal-kuntratt ta' bejgħ u/jew ta' dawn it-TuK hija invalida, kompletament jew parzjalment, il-validità tad-dispożizzjonijiet l-oħra ma tiġi affettwata b'dan.

3.16.3. Minhabba li l-Porsche Connect Services jikkwalifikaw bħala servizzi ta' komunikazzjoni elettronika, id-dispożizzjonijiet segwenti japplikaw fir-rigward tal-provvista u l-użu tal-Porsche Connect Services:

Apparti l-eCall obligatorja tal-UE, ma huwa pprovdut l-ebda aċċess għal servizzi ta' emerġenza.

Bidla fil-fornitur tal-Porsche Connect Service mhix possibbli minhabba n-natura tas-servizzi pprovduti.

Il-Porsche Connect Services normalment isiru disponibbli f'perijodu ta' mill-iktar 24 siegħa mill-attivazzjoni tal-Porsche Connect Service rispettiv.

Il-Porsche Connect Services huma pprovduti abbażi tal-prinċipju tal-“aqwa impenn”, jiġifieri l-kwalità tagħhom tiddependi b'mod partikolari fuq l-istatus tal-apparat ta' komunikazzjoni, kemm ikun mgħobbi n-netwerk u l-kundizzjonijiet tal-ambjent. Iktar informazzjoni dwar il-karatteristiċi tekniċi tal-Porsche Connect Services tinsab fit-termini ta' użu applikabbli għall-Porsche Connect Service rispettiv. L-użu tal-Porsche Connect Services jista' jiġi ristrett jew imfixkel minhabba deċiżjonijiet ta' qrati jew awtoritajiet pubbliċi, għal raġunijiet tekniċi (eż. minhabba limitazzjoni/tfixkil fit-trażmissjoni tad-data minhabba kundizzjonijiet atmosferiċi u dawk simili, ħsara, tiswijiet u manutenzjoni), sabiex tiġi żgurata l-integrità tan-netwerk jew ta' servizzi pprovduti fuq in-netwerk jew l-integrità tal-apparat tat-terminal tal-utent (jekk permissibbli abbażi ta' liġijiet applikabbli), jew minhabba *force majeure* f'postijiet speċifiċi u għal termini ta' zmien speċifiċi. Dan japplika wkoll fir-rigward ta' kwalunkwe restrizzjonijiet fir-rigward ta' networks ta' terzi li Porsche Sales & Marketplace tuża sabiex tipprovi l-Porsche Connect Services.

3.16.4. Fejn Porsche Connect Service jikkwalifika bħala servizz ta' komunikazzjoni disponibbli għall-pubbliku skont id-dispożizzjonijiet tad-dritt Malti dwar it-telekomunikazzjoni, inkluż fejn iddefinit bħala terminu (jiġifieri, “servizz ta' komunikazzjoni elettronika mhix pubblika” fir-Regolament 3 tar-Regolamenti dwar Networks u Servizzi ta' Komunikazzjonijiet Elettronici (Generali) (Leġislazzjoni Sussidjarja 399.28), tilwim jew ilmenti rigward dan is-servizz jistgħu jiġu riferiti lill-Awtorità ta' Malta dwar il-Komunikazzjoni (iktar 'il quddiem l-“AMK”). L-AMK tista' tiġi kkuntattjata jew:

- (i) Permezz tat-telefon fuq 21 336 840; jew
- (ii) Billi tintela l-formola ta' lment onlajn disponibbli fuq <https://www.mca.org.mt/consumer/forms/complaints> u billi tintbagħat permezz ta' posta elettronika fuq [customercare@mca.org.mt](mailto:customercare@mca.org.mt) jew tintbagħat permezz tal-posta fuq: Consumer Complaints Section, Malta Communications Authority, Valletta Waterfront Pinto Wharf, Floriana FRN 1913.

**Informazzjoni tal-konsumatur skont id-dritt Ġermaniż dwar ir-riżoluzzjoni ta' tilwim għall-konsumaturi (Verbraucherstreitbeilegungsgesetz; VSBG):** Hlief fir-rigward ta' Nru 3.15.4, Porsche Sales & Marketplace GmbH la hija disposta u lanqas ma hija obbligata tipparteċipa fi kwalunkwe proċedura ta' riżoluzzjoni ta' tilwim quddiem panel ta' arbitraġġ għall-konsumaturi (Verbraucherschlichtungsstelle).

**Informazzjoni tal-konsumatur skont ir-Regolament (UE) Nru 524/2013:** Għall-ghan li jiġi konkluż tilwim tal-konsumaturi barra mill-qorti, il-Kummissjoni Ewropea stabbilixxiet pjattaforma għal riżoluzzjoni ta' tilwim onlajn (RTO). Il-pjattaforma RTO tista' tiġi aċċessata fuq <http://ec.europa.eu/consumers/odr/>.



PORSCHE

## PORSCHE SALES & MARKETPLACE 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 Sales & Marketplace Products (hereafter referred to as **T&C**)

## 1. Scope and Definitions

**1.1.** Porsche Sales & Marketplace GmbH (formerly Smart Mobility GmbH), Porscheplatz 1, DE-70435 Stuttgart, Germany, registered with the commercial register of the district court (*Amtsgericht*) of Stuttgart under HRB 730595 (hereafter referred to as **Porsche Sales & Marketplace, PSM or We**) operates under [www.porsche.com](http://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 Sec. 13 of the German Civil Code (*Bürgerliches Gesetzbuch, "BGB"*) 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 Sales & Marketplace or
  - (ii) a third party seller (including other Porsche entities) (hereafter referred to as Third Party Seller),
- who provides Customers with their own Marketplace store, under which they provide and sell Products and/or Services.

**1.5.** These T&C apply for

- (i) the use of the My Porsche Portal and the Marketplace pursuant to No. 2 by Customer, and
- (ii) sales via the Porsche Connect Store, 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 Sales & Marketplace does not expressly object to such terms and conditions.

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

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

2.1.1. In order to use the My Porsche Portal the **conclusion** of a Porsche ID-Contract entered into between Customer and Porsche Sales & Marketplace is necessary. The Porsche ID-Contract is concluded (a) in

connection with the vehicle purchase by incorporating these T&C into the separate vehicle purchase agreement, (b) by acceptance through registration on the My Porsche Portal or (c) by acceptance at the time of booking one or several Porsche Connect Services in the Porsche Connect Store as specified under No. 3 as a framework agreement for the provision, use and booking of Products or Services.

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

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

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

### 2.2. Transfer and Termination of Porsche ID-Contract

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

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

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

2.4.2. Porsche Sales & Marketplace functions as mediator for transactions concluded between Customers and Third Party Seller for the sale of Products or Services. Any such contract is solely concluded between Customer and Third Party Seller. Porsche Sales & Marketplace in particular does not act as a representative of any User, in particular of any Third Party Seller. Customer shall refrain from doing anything to create a false impression that it is endorsed by, partnering with, or acting on behalf of or for the benefit of Porsche Sales & Marketplace. In particular, Porsche Sales & Marketplace shall not be responsible and/or held liable for any contracts entered into between Customer and Third Party Seller. Porsche Sales & Marketplace does not control nor verify the information which Third Party Seller or any Customer provide. For contracts entered into between Customer and Third Party Seller further terms may apply, such as terms of use or terms of sale, which are indicated on the respective product detail page.

2.4.3. In case of an order by Customer, Porsche Sales & Marketplace shall notify the Third Party Seller and provide it with the transaction data (e.g. Customer's name) required for the conclusion and performance of the contract.

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

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

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

2.5.2. In case of slight negligence, Porsche Sales & Marketplace is liable only for violations of material contractual obligations (cardinal obligations). Cardinal obligations are material contractual obligations the contract is deemed to impose on Porsche Sales & Marketplace according to its objectives and purpose and a breach of which jeopardizes the purpose of the contract and which are deemed to be necessary for due and careful completion of the contract and may with good reason be permanently relied on by Customer. This liability is limited to the typically foreseeable damage at the time of entering into the contract.

2.5.3. The personal liability of statutory representatives, agents and employees of Porsche Sales & Marketplace for damages caused by slight negligence is also limited to the extent described in No. 2.5.2.

2.5.4. The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. Nor shall it apply to latent defects which could not have been reasonably detected by the Customer at the time of entering into the contract. Furthermore, it shall not apply if and to the extent Porsche Sales & Marketplace has assumed a guaranty.

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

## **2.6. IP Rights**

Notwithstanding the foregoing, Customer is obliged to respect and not to infringe on intellectual property rights, including but not limited to copyrights, designs, trademarks and patents, (hereafter referred to as **IP rights**) of Porsche Sales & Marketplace, other Users and other third parties. Customer shall indemnify and hold harmless Porsche Sales & Marketplace from all claims that other Users or other third parties assert against Porsche Sales & Marketplace due to a violation of their IP rights insofar as Customer is responsible for such infringement. Customer assumes the costs of the necessary legal defense of Porsche Sales & Marketplace including all court and attorney fees.

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

## **2.7. Data Protection**

We abide by our privacy policy which can be found at any time under <https://connect-store2.porsche.com/mt/en/t/privacy>.

## **2.8. Use of Data**

2.8.1. Customer acknowledges that 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 - are collected in order to perform the respective contract for purchased Products or Services. It may for example be necessary depending on the purchased Product or Service for the provision of such Product or Service to collect the status of certain parts or to collect data on the environment and to analyze such data.

2.8.2. Customer acknowledges that Porsche Sales & Marketplace may use data as indicated in No. 2.8.1 in an anonymized form for (i) the purpose of managing and improving the quality, safety, and security of Products or Services and (ii) for other commercial purposes. Such usage of data will be in compliance with applicable data protection law.

2.8.3. For the above purposes, such data may also be transferred to other Porsche entities and other third parties that are engaged by Porsche Sales & Marketplace or other Porsche entities in this context and - to the extent such data is anonymized (see No. 2.8.2) - to other third parties.

## **2.9. 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 Sales & Marketplace.

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

### 3.2. Primary and Secondary Users, General Users

- 3.2.1. **Primary User** in relation to a 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 Sales & Marketplace 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 Sales & Marketplace to enter into a sales contract, but merely

invite the PSM Customer to make a binding declaration as to whether and which goods it wants to order from Porsche Sales & Marketplace (*invitatio ad offerendum*). The PSM Customer may choose Porsche Connect Services or PSM Products from the product range in the Porsche Connect Store and collect them in a so-called shopping cart via e.g. the button "Add to Cart". Before clicking the button "Order with Obligation to Pay" (or similar), all Porsche Connect Services or PSM Products selected by the PSM Customer, their total price including statutory VAT in the respective applicable amount as well as duties, charges and shipping costs are again displayed in an order overview to the PSM Customer for review. At that stage, the PSM Customer will have the opportunity to identify and correct any incorrect entries before finally placing the binding order. Before placing the binding order, the contractual provisions including these T&C can be accessed once again and saved in reproducible form by the PSM Customer. Via the button "Order with Obligation to Pay" (or similar), the PSM Customer submits a binding offer for the conclusion of a sales contract on the Porsche Connect Services or PSM Products collected in the cart. The offer can, however, only be submitted and transferred if the PSM Customer accepts, and thereby includes in its offer, these T&C by clicking a corresponding button.

- 3.3.2. Porsche Sales & Marketplace shall confirm receipt of the PSM Customer's order by e-mail. However, such confirmation of receipt is not yet a legally binding acceptance of the PSM Customer's order.
- 3.3.3. The contract shall only become effective once Porsche Sales & Marketplace has accepted the PSM Customer's offer. Porsche Sales & Marketplace's order acceptance can be made expressly by way of a declaration in text form, e.g. by sending a written order confirmation by e-mail, by providing the Porsche Connect Services or by Porsche Sales & Marketplace handing over the PSM Products for dispatch and informing the PSM Customer accordingly. The sales contract shall be governed exclusively by the contents of the order acceptance and these T&C. Verbal agreements or promises shall only be valid if an authorized employee of Porsche Sales & Marketplace has confirmed them in writing.
- 3.3.4. If the Porsche Connect Services ordered by the PSM Customer cannot be delivered, e.g. because the corresponding goods are not in stock, or the Porsche Connect Services cannot be provided, Porsche Sales & Marketplace may refrain from accepting the order. In this case, no contract will be concluded. Porsche Sales & Marketplace shall inform the PSM Customer thereof without undue delay.
- 3.3.5. The contract terms will be saved and stored after the contract has been concluded, but are no longer accessible to the PSM Customer. The PSM Customer will, however, be provided with any and all contractual provisions and these T&C (by e-mail or letter).

### 3.4. Booking of Porsche Connect Services

- 3.4.1. Individual or several Porsche Connect Services may separately be booked in the Porsche Connect Store in accordance with these T&C and possible further applicable terms of use. Insofar a provision of these T&C conflicts with the respective further terms of use, the further terms of use shall prevail.
- 3.4.2. Availability, description, term, supply, updates, 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: <https://connect-store.porsche.com/mt/en>. 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 Sales & Marketplace to the provision of appropriate proof and in case of a used vehicle subject to the deletion of the relevant Vehicle Link by the previous Primary User according to No. 3.6.1 (i).

### 3.5. Sales of PSM Products

3.5.1. Individual or several PSM Products may be separately purchased in the Porsche Connect Store in accordance with these T&C and further terms of use. Insofar a provision of these T&C conflicts with the further terms of use, the further terms of use shall prevail.

3.5.2. Availability, description, (as the case may be) term, purchase price, payment and delivery terms of the PSM Product are detailed in the Porsche Connect Store and may be specified in the further terms of use.

3.5.3. Please note that the purchase of PSM Products may be subject to other and farther-reaching conditions. Insofar this is the case, We will expressly indicate this prior to the purchase.

### 3.6. Sale and/or permanent transfer of the vehicle

3.6.1. In case of sale or permanent transfer of a Connect-able vehicle to a third party (hereafter referred to as **Used-Car Purchaser**) the Primary User has (i) to delete the respective Vehicle Link on the My Porsche Portal and (ii) to inform the Used-Car Purchaser on any existing Porsche Connect Services for the respective Connect-able vehicle.

3.6.2. In case of sale or permanent transfer of a Connect-able vehicle, the Primary User - in addition to its termination rights of the Porsche ID-Contract pursuant to No. 2.2.2 - may terminate all Porsche Connect Services concerning the relevant vehicle with 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. Contracts for Porsche Connect Services for which a fixed term without automatic renewal has been agreed may not be terminated with notice. Contracts for Porsche Connect Services for which a different term (i.e. no fixed term without automatic prolongation) has been agreed may be terminated in accordance with this section 3.7, in particular in compliance with the notice periods set out in section 3.7.2, by Porsche Sales & Marketplace and, if it is a vehicle-independent Porsche Connect service, by PSM Customer or, if it is a vehicle-related Porsche Connect service, by the Primary User.

3.7.3. A contract for a Porsche Connect Service for which a fixed term with automatic prolongation of the term by further fixed prolongation

periods has been agreed may be terminated with 2 weeks' notice to the end of the fixed term or any fixed prolongation period following thereafter.

A contract for a Porsche Connect Service for which a fixed term with subsequent automatic prolongation for an indefinite period has been agreed may be terminated with 2 weeks' notice to the end of the fixed term and thereafter with 2 weeks' notice to the end of a calendar month.

A contract for a Porsche Connect Service with an indefinite term can be terminated with 2 weeks' notice to the end of a calendar month.

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 this No. 3.7.

3.7.5. The termination pursuant to No. 3.6.2 as well as pursuant to this No. 3.7 may be made in writing, via email or, insofar as it is a contract with automatic prolongation, via the Porsche Connect Store via the function "*Terminate Automatic Prolongation*".

3.7.6. A right of termination for cause as well as the statutory provisions on the termination of consumer contracts for digital products remain unaffected by the aforementioned provisions.

3.7.7. The party terminating a Porsche Connect Service shall be entitled to seek all rights and remedies available at law.

3.7.8. Upon any expiry (including non-renewal) or termination of a Porsche Connect Service, your access to such Porsche Connect Service will be disconnected by PSM with immediate effect. You will not have any right to continue to make use of that Porsche Connect Service.

### 3.8. Modifications of the Porsche Connect Services

3.8.1. Porsche Sales & Marketplace may modify the Porsche Connect Services for the following valid reasons: (i) To improve access to and use of the Porsche Connect Services, including to add new features, (ii) if the change is necessary to adapt the Porsche Connect Services to changed legal requirements, (iii) to adapt the Porsche Connect Services to technical changes or developments in systems operated by Porsche Sales & Marketplace or third parties in order to be able to provide the Porsche Connect Services to PSM Customer, or (iv) to adapt the Porsche Connect Services to technical developments in the users' system environment.

3.8.2. Any such modification shall be made at no additional cost to PSM Customer and PSM Customer shall be informed of the modification in a clear and comprehensible manner. If a change will more than insignificantly affect PSM Customer's ability to access the Porsche Connect Service in question or its usability, Porsche Sales & Marketplace shall inform PSM Customer in a reasonable time in advance and on a durable medium of the features and time of the modification and of their right to terminate the contract with Porsche Sales & Marketplace on the use of the Porsche Connect Service in question. In this case, PSM Customer shall be entitled to terminate the contract free of charge within 30 days of receipt of the aforementioned information. If the change takes place after receipt of the aforementioned information, the time of the changes shall take the place of the time of receipt of the aforementioned information for the calculation of the aforementioned period. PSM Customer may terminate the contract in question by sending Porsche Sales & Marketplace Porsche Sales & Marketplace GmbH Kaxxa P.O. 41 42, 73744 Ostfildern, il-Germanja, phone number: +356 27780431, e-mail address: [smartmobility@mt.porsche.com](mailto:smartmobility@mt.porsche.com) a statement to this

effect, e.g. by letter sent by post, e-mail or, if applicable, any other technical means made available by Porsche Sales & Marketplace or third parties for this purpose. However, PSM Customer may not terminate the contract in question under this clause if the impairment is only minor or if the customer retains access to or usability of the unchanged Porsche Connect Service at no additional cost.

execution of the contract being commenced before the expiry of the withdrawal period and has confirmed his knowledge that by his consent he loses his right of withdrawal upon commencement of the execution of the contract. Further, the statutory exceptions pursuant to § 312 g Sec. 2 BGB (German Civil Code) shall apply.

### 3.9. Right of Withdrawal for Consumers

If the PSM Customer is a consumer pursuant to Sec. 13 BGB, 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 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. 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 Sales & Marketplace Support - c/o Porsche Sales & Marketplace GmbH Kaxxa P.O. 41 42, 73744 Ostfildern, il-Ġermanja, phone number: +356 27780431, e-mail address: [smartmobility@mt.porsche.com](mailto:smartmobility@mt.porsche.com)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post or e-mail). You may use the attached model withdrawal form, but it is not obligatory. To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

##### Effects of withdrawal

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

##### Information on the expiry of the right of withdrawal:

The right of withdrawal expires prematurely in the case of services if the service has been completely rendered the performance of the service has only begun after and the PSM Customer has requested the service to start before the expiry of the withdrawal period and has at the same time confirmed his knowledge that he loses his right of withdrawal upon complete performance of the contract. 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, after the PSM Customer has expressly consented to the

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 Sales & Marketplace Support - c/o Porsche Sales & Marketplace GmbH - Kaxxa P.O. 41 42, 73744 Ostfildern, il-Ġermanja, e-mail address: [smartmobility@mt.porsche.com](mailto:smartmobility@mt.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. Rights in case of Defects

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

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

3.11.1. In case of slight negligence Porsche Sales & Marketplace is liable only for violations of material contractual obligations (cardinal obligations). Cardinal obligations are material contractual obligations the contract is deemed to impose on Porsche Sales & Marketplace according to its objectives and purpose and a breach of which jeopardizes the purpose of the contract and of which are deemed to be necessary for due and careful completion of the contract and may with good reason be permanently relied on by PSM Customer. This liability is limited to the typically foreseeable damage at the time of entering into the contract.

3.11.2. The personal liability of statutory representatives, agents and employees of Porsche Sales & Marketplace for damages caused by slight negligence is also limited to the extent described in No. 3.11.1.

3.11.3. 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. Nor shall it apply to latent defects which could not have been reasonably detected by the PSM Customer at the time of entering into the contract. Furthermore, it shall not apply if and to the extent Porsche Sales & Marketplace has assumed a guaranty.

3.11.4. PSM Customer shall take all reasonable measures necessary to avert and reduce damages.

### 3.12. Data protection

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



Further information can be found in the privacy policy under <https://connect-store2.porsche.com/mt/en/t/privacy>.

### 3.13. Use of Data

3.13.1. PSM Customer acknowledges that in connection with the use of the Porsche Connect Store, in particular by purchasing Porsche Connect Services, certain data - potentially also personal data - are 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.

3.13.2. PSM Customer acknowledges that Porsche Sales & Marketplace may use data as indicated in No. 3.13.1 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. Such usage of data will be in compliance with applicable data protection law.

3.13.3. For the above purposes, such data may also be transferred to other Porsche entities and other third parties that are engaged by Porsche Sales & Marketplace or other Porsche entities in this context and - to the extent such data is anonymized (see No.3.13.2) - to other third parties.

3.13.4. If PSM Customer revokes a consent given by him under data protection law or if he objects to further processing of his personal data, Porsche Sales & Marketplace may terminate a contract for a Porsche Connect Service without observing a notice period if Porsche Sales & Marketplace cannot reasonably be expected to continue the contractual relationship in question until the agreed end of the contract or until the expiry of a statutory or contractual notice period, taking into account the scope of data processing that continues to be permissible and weighing up the interests of both parties.

3.13.5. 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 Sales & Marketplace 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 Sales & Marketplace will minimize adverse effects without undue delay.

### 3.14. 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@mt.porsche.com](mailto:smartmobility@mt.porsche.com) or
- (ii) mail: Porsche Sales & Marketplace Support - c/o Porsche Sales & Marketplace GmbH Kaxxa P.O. 41 42, 73744 Ostfildern, il-Germanja.

### 3.15. Applicable Law and Jurisdiction

3.15.1. 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 Sales & Marketplace.

3.15.2. 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.

3.15.3. 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/>.

### 3.16. Final Provisions

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

3.16.2. 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.

3.16.3. Since the Porsche Connect Services qualify as electronic communication services, the following provisions apply regarding the provision and use of the Porsche Connect Services:

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 Sales & Marketplace uses to provide the Porsche Connect Services.

3.16.4. a Porsche Connect Service qualifies as a publicly available electronic communication service pursuant to the provisions of Maltese telecommunications law, including as defined as a term (that is, "non-public electronic communication service") in regulation 3 the Electronic Communications Networks and Services (General) Regulations (Subsidiary Legislation 399.28), disputes or complaints relating to that service may be referred to the Malta Communications Authority ("MCA"). The MCA may be contacted either:

- (i) By phone on 21 336 840; or
- (ii) By filling the online complaint form available at <https://www.mca.org.mt/consumer/forms/complaints> and emailing it to [customer@ca.mca.org.mt](mailto:customer@ca.mca.org.mt) or sending it by post to: Consumer Complaints Section, Malta Communications Authority, Valletta Waterfront Pinto Wharf, Floriana FRN 1913.

**Consumer information pursuant to the German law on dispute resolution for consumers (*Verbraucherstreitbeilegungsgesetz*; VSBG):** Except with regard to No. 3.15.4, Porsche Sales & Marketplace



GmbH is neither willing nor obliged to participate in any dispute resolution proceedings before a consumer arbitration panel (Verbraucherschlichtungsstelle).

Commission has established a platform for online dispute resolution (ODR). The ODR platform can be accessed at <http://ec.europa.eu/consumers/odr/>.

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

For the purpose of settling consumer disputes out of court, the European