



PORSCHE

PORSCHE SMART MOBILITY 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 Smart Mobility Products (iktar 'il quddiem "TuK")

1. Skop u Definizjonijiet

1.1. Porsche Smart Mobility GmbH, Porscheplatz 1, DE-70435 Stuttgart, il-Germanja, registrata mar-registru Kummercjali tal-qorti distrettwali (Amtsgericht) ta' Stuttgart bir-referenza HRB 730595 (iktar 'il quddiem "Porsche Smart Mobility", "PSM" jew "Ahna") thaddem taht 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-ghoti 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-Kodici Ċivili Germaniż (*Bürgerliches Gesetzbuch*, "BGB") jew (ii) negozjant, persuna guridika taht liġi pubblika jew assi speċjali (*Sondervermögen*) taht liġi pubblika, li jixtri Prodotti u/jew Servizzi.

1.4. Bejjiegh jista' jkun

- (i) Porsche Smart Mobility 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 Smart Mobility ma toġġezzjonax 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 neċessarju li jiġi konkluz Porsche ID-Contract bejn il-Konsumatur u Porsche Smart Mobility. Il-Porsche ID-Contract jiġi konkluz (a) b'konnessjoni ma' vettura mibjugħa billi jiġu inkorporati dawn it-TuK fil-ftehim ta' bejgħ tal-

vettura separatament, (b) bl-accettazzjoni permezz tar-registrazzjoni ta' My Porsche Portal jew (c) bl-accettazzjoni fil-mument tal-ibbukkar ta' wiehed jew aktar mill-Porsche Connect Services fil-Porsche Connect Store kif speċifikat taht in-Nru 3 bhala 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 l-ebda 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 Smart Mobility tista' temenda dawn it-TuK għal raġunijiet legittimi b'mod partikolari raġunijiet legali, regolatorji jew tas-sigurtà. Jekk Porsche Smart Mobility temenda dawn it-TuK wara l-konkluzjoni ta' Porsche ID-Contract, it-tidbiliet jiġu applikabbli mal-accettazzjoni 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 bhala 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 Smart Mobility.

2.2.2. Il-Konsumatur u Porsche Smart Mobility 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 jkunu diġà ġew konkluzi. 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 tat-terminu fiss li jifdal jew inkella (ii) immedjatament.

2.2.3. It-terminazzjoni 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 għal raġuni jibqa' mhux affettwat mid-dispożizzjonijiet preċedenti.

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

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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 mhuwiex intitolat li jipproċessa d-data u l-informazzjoni riċevuta waqt l-użu tal-Post tas-Suq għal skopijiet kummerċjali jew li jżvela dik id-data u informazzjoni lil kwalunkwe parti terza għal skopijiet kummerċjali.

2.4. Ir-Rwol ta' Porsche Smart Mobility u l-Eżekuzzjoni tal-Kuntratti konklużi fil-Post tas-Suq

2.4.1. Porsche Smart Mobility huwa l-operatur tal-Post tas-Suq. Porsche Smart Mobility 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 Smart Mobility tiffunzjona bħala medjatur għal tranzazzjonijiet 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 Smart Mobility b'mod partikolari ma tagħix 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 shab ma' jew jaġixxi f'isem jew għal benefiċċju ta' Porsche Smart Mobility. Partikolarment, Porsche Smart Mobility mhix responsabbli u/jew miżmuma responsabbli għall-ebda kuntratt li jsir bejn il-Konsumatur u Bejjiegh Terz. Porsche Smart Mobility 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 Smart Mobility għandha tinnottifika lill-Bejjiegh Terz u ttiprovdi bid-data tat-tranzazzjoni (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 Smart Mobility għall-użu tal-Post tas-Suq u l-Porsche ID-Contract

2.5.1. Porsche Smart Mobility 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 zghira, Porsche Smart Mobility hija responsabbli biss għal ksur ta' obligazzjonijiet materjali kuntrattwali (obligazzjonijiet kardinali). Obligazzjonijiet kardinali huma obligazzjonijiet materjali kuntrattwali li l-kuntratt ikun meġjus li jimponi fuq Porsche Smart Mobility skont l-oġġettivi u liskop tiegħu u li l-ksur tagħhom jipperikola liskop tal-kuntratt u li huma meġjusa 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 Smart Mobility għal danni kkawżati minn negligenza zghira 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 ftejja u lanqas għar-responsabbiltà taħt 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 Smart Mobility 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 izda mhux limitatament għad-drittijiet tal-awtur, dizinni, trade marks u privattivi, (iktar 'il quddiem "drittijiet tal-PI") ta' Porsche Smart Mobility, Utenti oħra jew terzi oħra. Il-Konsumatur għandu jindennizza u jeskludi minn kull responsabbiltà lil Porsche Smart Mobility għal kull talba li Utenti jew terzi oħra jagħmlu kontra Porsche Smart Mobility 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 Smart Mobility inklużi l-ispejjeż kollha tal-qorti u tal-avukat.

Porsche Smart Mobility 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

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

2.8. Użu tad-Data

2.8.1. B'raba 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 – tista' tingabar sabiex jitwettaq il-kuntratt rispettiv għal Prodotti jew Servizzi mixtrija. Tista' pereżempju tkun neċessarja skont il-Prodott jew Servizz mixtri għall-provvista ta' dan il-Prodott jew Servizz li jingabar l-istatus ta' ċerti partijiet jew li tingabar data dwar l-ambjent u li din id-data tiġi analizzata.

2.8.2. Porsche Smart Mobility tista' tuża data bħal dik indikata f'Nru 2.8.1 f'forma anonimizzata għal (i) l-għan li timmanigġja u ttejjeb il-kwalità, is-sikurezza u s-sigurtà, ta' Prodotti u Servizzi u (ii) għal għanijiet kummerċjali oħra.

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 Smart Mobility jew entitajiet oħra Porsche f'dan il-kuntest u – fejn din id-data tiġi anonimizzata (ara Nru 2.8.2) – lil terzi oħra.

2.8.4. L-Użu ta' data skont dan in-numru jkun f'konformità mad-dritt dwar il-protezzjoni tad-data applikabbli. Iktar informazzjoni tista' tinsab fil-Polza dwar il-Privatezza tad-Data fuq <https://connect-store.porsche.com/mt/en/t/privacy>.

2.9. Dritt u Ġurisdizzjoni Applikabbli

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 Smart Mobility.

2.9.2. Għat-tilwim kollu rizzultanti minn jew rigward dan il-ftehim kuntrattwali, id-dritt Germaniz japplika skont l-eskluzjoni tal-Konvenzjoni tan-Nazzjonijiet Uniti dwar il-Kuntratti ta' Bejgħ Internazzjonali ta' Merkanzija (iktar 'il quddiem il-"KBM"). Minkejja l-applikazzjoni tad-dritt Germaniz, Konsumaturi 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 jllimitaw l-għażla tad-dritt u b'mod partikolari l-applikazzjoni ta' ligijiet obligatorji tal-pajjiż, li fih il-konsumatur għandu r-residenza abitwali tiegħu, bħal 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 Smart Mobility. 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 Smart Mobility tipprovdi l-Konsumatur bil-Porsche Connect Store (iktar 'il quddiem il-**"Porsche Connect Store"**) li fih Porsche Smart Mobility 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, Ibbukkjar u l-użu tal-Porsche Connect Services u anki għax-xiri u l-użu possibbli ta' Prodotti PSM minn Konsumatur ta' Porsche Smart Mobility (iktar 'il quddiem il-**"Konsumatur PSM"**). Konsumatur PSM huwa Utent Primarju, Utent Sekondarju u Utent Ġenerali kif iddefiniti skont Nru 3.2. Porsche Smart Mobility 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 meqjus minn Porsche Smart Mobility bħala Utent Primarju (b'mod partikolari inkwilini jew impjegati li jiġu pprovduti b'karozza tal-kumpannija). Vettura Connect-able għandha precizament Utent Primarju wiehed. 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, Ibbukkjar 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 bħala 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, Ibbukkjar ta' servizzi relatati ma' vetturi ma huwiex possibbli, waqt li l-konfigurazzjoni tagħhom hija sugġetta għad-drittijiet mogħtija mill-

Utent Primarju u Ibbukkjar u l-konfigurazzjoni ta' Porsche Connect Services u Prodotti PSM indipendenti minn vetturi hija ġeneralment 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 Ibbukkjar u l-konfigurazzjoni ta' Porsche Connect Services relatati ma' vetturi, filwaqt li huwa possibbli Ibbukkjar 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 Smart Mobility 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 Smart Mobility (*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 magħzula mill-Konsumatur PSM, il-prezz totali tagħhom inkluża VAT legali fl-ammont rispettiv applikabli kif ukoll dazji, charges u spejjeż ta' trasport jergġu 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 migbura 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 Smart Mobility 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 Smart Mobility taċċetta l-offerta tal-Konsumatur PSM. L-aċċettazzjoni tal-ordni minn Porsche Smart Mobility's 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 Smart Mobility tagħmel il-Prodotti PSM disponibbli biex jintbagħtu u tinforma b'dan lill-Konsumatur PSM. Il-kuntratt ta' bejgħ għandu jiġi rregolat esklużivament mill-kontenut tal-aċċettazzjoni tal-ordni u dawn it-TuK. Ftehim verbali jew wegħdiet ikunu validi biss jekk haddiem awtorizzat ta' Porsche Smart Mobility jikkonfermahom bil-miktub.

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

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

3.4. L-ibbukjar tal-Porsche Connect Services

- 3.4.1. Jistghu jġu 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-prezzijiet u t-termini ta' pagament tal- Porsche Connect Services huma speċifikati fil-Porsche Connect Store u jistghu jġu 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 jistghu jġu 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 jġu 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-istabilliment tal-Vehicle Link rispettiva. L-istabilliment tal-Vehicle Link rispettiva tista' ssir sugġetta minn Porsche Smart Mobility għall-provvista ta' prova xierqa u fil-każ ta' vettura użata sugġetta għat-thassir 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 jġu speċifikati fit-termini ta' użu ulterjuri.
- 3.5.3. Jekk jogħġbok 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 trasferiment permanenti tal-vettura

- 3.6.1. F'każ ta' bejgħ jew trasferiment 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 trasferiment permanenti ta' vettura Connect-able, l-Utent Primarju – b'zieda 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' avviz ta' gimagħtejn qabel it-tmiem tax-xahar kalendarju. Fejn Porsche Connect Service jiġi tterminat qabel it-tmiem tat-terminu tiegħu skont lewwel sentenza, ma jkun hemm lebda rimbors (lanqas proporzjonalment) tal-hlas rispettiv li jkun sar. Ix-Xerrej tal-Karozza Użata jista' madankollu jaġġmel użu mit-terminu li jifdal jekk jikkonkludi Porsche ID-Contract u jibbukja l-Porsche Connect

Service rispettiv. L-Utent Primarju huwa liberu li jaġġmel arrangament max-Xerrej tal-Karozza Użata fir-rigward ta' kumpens possibbli fl-ammont tal-valur li jifdal tal-Porsche Connect Services.

3.7. Termini 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-Konsumatur PSM (fir-rigward ta' servizz indipendenti minn vetturi) jew l-Utent Primarju (fir-rigward ta' servizz relatat ma' vetturi) u Porsche Smart Mobility jistgħu jittterminaw Porsche Connect Service li jkun b'xejn mingħajr terminu minimu maqbul (jiġifieri Porsche Connect Service li għalih lebda terminu minimu ma huwa maqbul; ara f'dan ir-rigward Nru 3.7.3) b'perijodu ta' avviz ta' gimagħtejn qabel it-tmiem tax-xahar kalendarju.
- 3.7.3. Konsumatur PSM (fir-rigward ta' servizz indipendenti minn vetturi) jew l-Utent Primarju (fir-rigward ta' servizz relatat ma' vetturi) u Porsche Smart Mobility jistgħu jittterminaw Porsche Connect Service b'terminu fiss (jiġifieri Porsche Connect Service li għalih gie maqbul terminu fiss bit-titwil awtomatiku tiegħu) b'perijodu ta' avviz ta' gimagħtejn qabel it-tmiem tat-terminu fiss, jekk it-terminu kieku jiġi mtawwal awtomatikament. 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 jġu 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 Nru 3.7.2 sa 3.7.3.
- 3.7.5. It-terminazzjoni skont Nru 3.6.2 kif ukoll Nru 3.7.2 sa 3.7.3 tista' ssir bil-kitba, permezz ta' posta elettronika jew permezz tal-Porsche Connect Store bil-funzjoni "Ittermina t-Titwil Awtomatiku".
- 3.7.6. Id-dritt ta' terminazzjoni għal raġuni jibqa' mhux affettwat mid-dispożizzjonijiet preċedenti.
- 3.7.7. Il-parti li titttermina Porsche Connect Service tkun intitolata li tftitx id-drittijiet u r-rimedji kollha disponibbli bil-ligi.
- 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 lebda dritt li tkompli tagħmel użu minn dan il-Porsche Connect Service.

3.8. 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) l-ibbukjar 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 tranżazzjoni legali għal għanijiet li huma predominantament 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 fih 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 tinformana (Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, il-Ġermanja, numru telefoniku: 800 62756, indirizz tal-posta elettronika: smartmobility@mt.porsche.com) bid-decizjoni 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 sufficjenti 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 nirrimborsaw il-pagamenti kollha rċevuti minghandek, inklużi l-ispejjeż tal-kunsinna (bl-eċċezzjoni ta' spejjeż supplimentari li jirrizultaw mill-għażla tiegħek ta' tip ta' kunsinna li mhix l-orfios 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-decizjoni tiegħek li tirtira minn dan il-kuntratt. Aħna nwettqu dan ir-rimbors 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 tlabt li jinbeda t-tweqqif tas-servizzi 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' servizzi jekk is-servizz ikun ingħata kompletament u l-Konsumatur PSM ikun talab li s-servizz jibda qabel l-iskadenza tal-perijodu tal-irtirar. Id-dritt tal-irtirar jiskadi b'mod prematur fil-każ ta' kuntratti relatati ma' kontenut digitali jekk il-Konsumatur PSM jitlob u jwettaq it-tniżzil tal-kontenut digitali qabel l-iskadenza tal-perijodu tal-irtirar. Iktar minn hekk, l-eċċezzjonijiet statutorji skont § 312 g Art. 2 BGB (Kodici Civili Ġermaniż) għandhom japplikaw.

Sabiex teżercita d-dritt tal-irtirar, inti tista' tuża s-segweni 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 Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, il-Ġermanja, indirizz elettroniku: 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*

3.9. Drittijiet f'każ ta' Difetti

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

3.10. Ir-responsabbiltà ta' Porsche Smart Mobility għal Bejgħ permezz tal-Porsche Connect Store

3.10.1. F'każ ta' negligenza żgħira Porsche Smart Mobility hija responsabbli biss għal ksur ta' obligazzjonijiet materjali kuntrattwali (obligazzjonijiet kardinali). Obligazzjonijiet kardinali huma obligazzjonijiet materjali kuntrattwali li l-kuntratt huwa meqjus li jimponi fuq Porsche Smart Mobility skont l-oġġettivi u l-għan tiegħu u li l-ksur tagħhom jipperikola l-għan tal-kuntratt u li jitqiesu li huma neċessarji għat-tweqqif 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.

3.10.2. Ir-responsabbiltà personali ta' rappreżentanti statutorji, aġenti u impjegati ta' Porsche Smart Mobility għal danni kkawżati minn negligenza żgħira hija wkoll limitata sal-punt deskritt f'Nru 3.10.1.

3.10.3. Il-limitazzjoni tar-responsabbiltà kif stabbilita hawn fuq ma tapplikax għal danni kkawżati intenzjonalment jew b'negligenza kbira, hsarat personali kkawżati bi ftejja u lanqas għal kwalunkwe responsabbiltà taħt l-Att Ġermaniż 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 raġonevolment mill-Konsumatur PSM fil-punt tal-konkluzjoni tal-kuntratt. Iktar minn hekk, ma għandhiex tapplika jekk u sal-punt li Porsche Smart Mobility tkun tat garanzija.

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

3.11. Protezzjoni tad-data

Konsumatur PSM huwa obligat jinforma s-sewwieqa ta' vettura li għaliha teżisti Vehicle Link dwar il-polza ta' privatezza ta' Porsche Smart Mobility 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-store.porsche.com/mt/en/t/privacy>.

3.12. Użu tad-Data

3.12.1. F'rabta mal-użu tal-Porsche Connect Store, b'mod partikolari bix-xiri ta' Porsche Connect Services, ċerta data – potenzjalment anki data personali – tista' 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.

3.12.2. Porsche Smart Mobility tista' tuża data bħal dik indikata f'Nru 3.12.1 f'forma anonimizzata għal (i) l-għan li timmaniġġja u ttejjeb il-kwalità, is-skurezza u s-sigurtà, tal-Porsche Connect Services u/jew Prodotti PSM (inklużi vetturi Porsche) u (ii) għal għanijiet kummerċjali oħra.

3.12.3. Għall-għanijiet preċedenti, din id-data tista' wkoll tiġi ttrasferita lil entitajiet Porsche oħra u lil terzi oħra li huma mqabbdha minn Porsche Smart Mobility jew entitajiet oħra Porsche f'dan il-kuntest u – fejn din id-data tiġi anonimizzata (ara Nru 3.12.2) – lil terzi oħra.

3.12.4. L-Użu ta' data skont dan in-numru jkun f'konformità mad-dritt dwar il-protezzjoni tad-data applikabbli. Iktar informazzjoni tista' tinsab fil-Polza dwar il-Privatezza tad-Data u Informazzjoni dwar il-Privatezza tad-Data fuq <https://connect-store.porsche.com/mt/en/t/privacy>.

3.12.5. Sabiex tippoteġi kontra ftekkil li jolqot materjalment is-Servizzi pprovduti, inklużi attackki esterni, u sabiex tikkontrolla riskji ta'

sigurtà fir-rigward tas-Servizzi pprovduti, Porsche Smart Mobility tiehu miżuri teknici 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 Smart Mobility timminimizza effetti negattivi minghajr dewmien zejjed.

3.13. 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 jew
- (ii) posta: Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, il-Germanja.

3.14. Dritt u Ġurisdizzjoni Applikabbli

3.14.1. 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 Smart Mobility.

3.14.2. 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 obbligatorji tad-dritt tal-pajjiż, li fih il-konsumatur għandu r-residenza abitwali tiegħu. L-applikazzjoni ta' dispożizzjonijiet obbligatorji li jillimitaw l-għażla tad-dritt u b'mod partikolari l-applikazzjoni ta' liġijiet obbligatorji tal-pajjiż, li fih il-konsumatur għandu r-residenza abitwali tiegħu, bħal drittijiet dwar il-protezzjoni tal-konsumatur, ma għandhiex tiġi affettwata.

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

3.15. Dispożizzjonijiet Finali

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

3.15.2. 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 obbligatorja 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-network u l-kundizzjonijiet tal-ambjent. Iktar informazzjoni dwar il-karatteristiċi teknici 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 ragunijiet teknici (eż. minhabba limitazzjoni/tfixkil fit-trażmissjoni tad-data minhabba kundizzjonijiet atmosferiċi u dawk simili, ħsara, tiswijiet u manutenzjoni), sabiex tiġi żgurata l-integrità tan-network jew ta' servizzi pprovduti fuq in-network 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' żmien speċifiċi. Dan japplika wkoll fir-rigward ta' kwalunkwe restrizzjonijiet fir-rigward ta' networks ta' terzi li Porsche Smart Mobility tuża sabiex tippovdi l-Porsche Connect Services.

3.15.4 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 (Ġenerali) (Legiżlazzjoni 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 timtela l-formola ta' lment onlajn disponibbli fuq <https://www.mca.org.mt/consumer/forms/complaints> u billi tintbagħat permezz ta' posta elettronika fuq customer-care@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 Germaniż dwar ir-risoluzzjoni ta' tilwim għall-konsumaturi (Verbraucherstreitbeilegungsgesetz; VSBG): Hlief fir-rigward ta' Nru 3.15.4, Porsche Smart Mobility GmbH la hija disposta u lanqas ma hija obbligata tippartecipa fi kwalunkwe proċedura ta' risoluzzjoni 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 risoluzzjoni ta' tilwim onlajn (RTO). Il-pjattaforma RTO tista' tiġi aċċessata fuq <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 (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 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 Smart Mobility or
- (ii) a third party seller (including other Porsche entities) (hereafter referred to as **Third Party Seller**), who provides Customers with their own Marketplace store, under which they provide and sell Products and/or Services.

1.5. These T&C apply for

- (i) the use of the My Porsche Portal and the Marketplace pursuant to No. 2 by Customer, and
- (ii) sales via the Porsche Connect Store, 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. The termination of the Porsche ID-Contract shall not affect any already concluded individual sale contracts for Products or Services between Customer and Seller. The termination of the Porsche ID-Contracts takes effect (i) in case the Customer has purchased any fixed-term Product or any fixed-term Service upon expiration of the remaining fixed-term or otherwise (ii) immediately.

2.2.3. The termination may be made in writing, via email or via the My Porsche Portal via the function "Delete Account".

2.2.4. A right of termination for cause remains unaffected by the aforementioned provisions.

2.3. Use of the Marketplace by Customers

2.3.1. Customers with a Porsche ID-Contract may use the Marketplace. Customers without a Porsche ID-Contract may also use the Marketplace via the function "Ordering as Guest" (to the extent available).

2.3.2. Customer may not use Products or Services for illegal purposes and Customer will not permit that third parties will do so. Customer is not entitled to process the data and information received during the use of the Marketplace for business purposes or to disclose such data and information to any third party for business purposes.

2.4. Porsche Smart Mobility's Role and Performance of Contracts concluded on Marketplace

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

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

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

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

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

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

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

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

2.5.4. The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. 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 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/mt/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 at <https://connect-store.porsche.com/mt/en/t/privacy>.

2.9. Applicable Law and Jurisdiction

2.9.1. To the extent that the Customer is a merchant, a legal person under public law or a special asset (*Sondervermögen*) under public law, Stuttgart, Germany is the exclusive forum for all disputes arising from contractual agreements entered into between Customer and Porsche Smart Mobility.

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

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

2.10. Final Provisions

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

2.10.2. If a provision of these T&C is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.

3. Conditions of Sales via the Porsche Connect Store

3.1. General

3.1.1. On the Marketplace, Porsche Smart Mobility provides the Customers with the Porsche Connect Store (hereafter referred to as **Porsche Connect Store**) in which Porsche Smart Mobility provides (i) vehicle related and vehicle independent services (hereafter referred to as **Porsche Connect Services**) and (ii) possible further products and services (hereafter referred to as **PSM Products**).

3.1.2. In addition to the foregoing provisions, this No. 3 applies for the use of the Porsche Connect Store, the booking and use of Porsche Connect Services as well as the purchase and possible use of PSM Products by a Customer of Porsche Smart Mobility (hereafter referred to as **PSM Customer**). PSM Customer is a Primary User, a Secondary User and a General User as defined under No. 3.2. Porsche Smart Mobility offers a selection of different services and products. For such additional conditions, such as terms of use may apply.

3.2. Primary and Secondary Users, General Users

3.2.1. **Primary User** in relation to a Connect-able vehicle (that is a Porsche with which Porsche Connect Services may be used) is the PSM Customer who is (a) the owner, (b) the keeper of the vehicle and/or (c) a member of a user group which is explicitly permitted by Porsche Smart Mobility as Primary User (in particular lessees or employees which are provided with a company car). A Connect-able vehicle has exactly one Primary User. For a Primary User the complete scope of functions of the My Porsche Portal, the Porsche Connect Store and the booked Porsche Connect Services is available. In particular, the booking and configuration of vehicle related and vehicle independent Porsche Connect Services and PSM Products is possible.

3.2.2. **Secondary User** in relation to a Connect-able vehicle is a PSM Customer, who is not a Primary User but who is authorized as Secondary User by the Primary User and who has concluded a Porsche ID-Contract. The scope of functions of the My Porsche Portal, the Porsche Connect Store and the booked Porsche Connect Services depends on the scope of rights granted by the Primary User and/or the system to the Secondary User. In particular, the booking of vehicle related services is not possible, while their configuration is subject to the rights granted by the Primary User and the booking and configuration of vehicle independent Porsche Connect Services and PSM Products is generally possible.

3.2.3. **General User** is a PSM Customer who is neither Primary nor Secondary User in relation to at least one Connect-able vehicle. Porsche Connect Store with limited scope of functions is provided to a General User. In particular the booking and configuration of vehicle related Porsche Connect Services is not possible, while the booking and configuration of vehicle independent Porsche Connect Services and PSM Products is possible.

3.3. Conclusion of Contract

3.3.1. The presentation of Porsche Connect Services and PSM Products in the Porsche Connect Store does not constitute binding offers by Porsche Smart Mobility to enter into a sales contract, but merely invite

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

3.3.2. Porsche Smart Mobility shall confirm receipt of the PSM Customer's order by e-mail. However, such confirmation of receipt is not yet a legally binding acceptance of the PSM Customer's order.

3.3.3. The contract shall only become effective once Porsche Smart Mobility has accepted the PSM Customer's offer. Porsche Smart Mobility's order acceptance can be made expressly by way of a declaration in text form, e.g. by sending a written order confirmation by e-mail, by providing the Porsche Connect Services or by Porsche Smart Mobility handing over the PSM Products for dispatch and informing the PSM Customer accordingly. The sales contract shall be governed exclusively by the contents of the order acceptance and these T&C. Verbal agreements or promises shall only be valid if an authorized employee of Porsche Smart Mobility has confirmed them in writing.

3.3.4. If the Porsche Connect Services ordered by the PSM Customer cannot be delivered, e.g. because the corresponding goods are not in stock, or the Porsche Connect Services cannot be provided, Porsche Smart Mobility may refrain from accepting the order. In this case, no contract will be concluded. Porsche Smart Mobility shall inform the PSM Customer thereof without undue delay.

3.3.5. The contract terms will be saved and stored after the contract has been concluded, but are no longer accessible to the PSM Customer. The PSM Customer will, however, be provided with any and all contractual provisions and these T&C (by e-mail or letter).

3.4. Booking of Porsche Connect Services

3.4.1. Individual or several Porsche Connect Services may separately be booked in the Porsche Connect Store in accordance with these T&C and possible further applicable terms of use. Insofar a provision of these T&C conflicts with the respective further terms of use, the further terms of use shall prevail.

3.4.2. Availability, description, term, prices and payment terms of the Porsche Connect Services are detailed in the Porsche Connect Store and may be specified in the further terms of use. The 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 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.

3.7.7. 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. 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 Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Germany, phone number: 800 62756, e-mail address: 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 and the PSM Customer requested the service to start before the expiry of the withdrawal period. The right of withdrawal expires prematurely in the case of contracts relating to digital content if the PSM Customer requests and carries out the download of the digital content before the expiry of the withdrawal period. Further, the statutory exceptions pursuant to § 312 g Sec. 2 BGB (German Civil Code) shall apply.

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

Model withdrawal form

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

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

3.9. Rights in case of Defects

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

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

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

3.10.2. The personal liability of statutory representatives, agents and employees of Porsche Smart Mobility for damages caused by slight negligence is also limited to the extent described in No. 3.10.1.

3.10.3. The limitation of liability as set out above shall not apply to damages caused intentionally or by gross negligence, culpably caused personal injuries nor to any liability under the German Product Liability Act and in case of any further mandatory liability. 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 Smart Mobility has assumed a guaranty.

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

3.11. Data protection

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

Further information can be found in the privacy policy under <https://connect-store.porsche.com/mt/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/mt/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@mt.porsche.com or
- (ii) mail: Porsche Smart Mobility Support - c/o Porsche Smart Mobility GmbH - P.O. Box 12014 - DE-10501 Berlin, Germany.

3.14. Applicable Law and Jurisdiction

3.14.1. To the extent that PSM Customer is a merchant, a legal person under public law or a special asset (*Sondervermögen*) under public law, Stuttgart, Germany is the exclusive forum for all disputes arising from contractual agreements entered into between PSM Customer and Porsche Smart Mobility.

3.14.2. For all disputes arising from or in relation to this contractual agreement, German law applies under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Despite the application of German law, PSM Customers who

are consumers also enjoy the protection of the mandatory provisions of the law of the country, in which the consumer has its habitual residence. The application of mandatory provisions limiting the choice of law and in particular the application of mandatory laws of the country, in which the consumer has its habitual residence, such as consumer protection laws, shall remain unaffected.

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

3.15. Final Provisions

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

3.15.2. If a provision of the sales contract and/or these T&C is invalid, in whole or in part, the validity of the remaining provisions shall remain unaffected hereby.

3.15.3. 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 Smart Mobility uses to provide the Porsche Connect Services.

3.15.4. 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-care@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 Smart Mobility GmbH is neither willing nor obliged to participate in any dispute resolution proceedings before a consumer arbitration panel (*Verbraucherschlichtungsstelle*).

Consumer information pursuant to Regulation (EU) No. 524/2013: For the purpose of settling consumer disputes out of court, the European Commission has established a platform for online dispute resolution (ODR). The ODR platform can be accessed at <http://ec.europa.eu/consumers/odr/>.