

# General Terms and Conditions for MOBILE ONLINE SERVICES of VOLKSWAGEN AG

(Version: September 2023)

## 1 Provider, Subject Matter

1.1 VOLKSWAGEN AG, Berliner Ring 2, 38440 Wolfsburg, Germany, a stock corporation under German law (Aktiengesellschaft), listed in the Commercial Register of the District Court (Amtsgericht) of Brunswick, Germany, under number HRB 100484, with VAT identification number DE 115235681 ("**VOLKSWAGEN AG**"), directly supplies mobile online services under the names "Car-Net", "We Connect" and "VW Connect" ("**MOBILE ONLINE SERVICES**") to customers. VOLKSWAGEN AG may be contacted via mail at the aforementioned address as well as via telephone (general telephone number: +49 536190; Customer Care telephone number: cf. Section 8) or via email [connect-support@volkswagen.de](mailto:connect-support@volkswagen.de).

1.2 MOBILE ONLINE SERVICES are digital content or digital services, which are supplied continuously over a period of time with regard to a certain service-ready vehicle of the Volkswagen brand ("**VEHICLE**"), via the screen of the infotainment system of VEHICLE (Human Machine Interface – "**HMI**"), online via the myVolkswagen website ("**MYVOLKSWAGEN**") or via a mobile application ("**APP**").

1.3 Any USER who is fully legally competent to validly enter into contracts and of adult age ("**USER**") is entitled to use MOBILE ONLINE SERVICES in accordance with these General Terms and Conditions for MOBILE ONLINE SERVICES of VOLKSWAGEN AG ("**CONDITIONS**"). USER can be primary user, secondary user or guest users; cf. Section 4.

## 2 Supply Prerequisites

2.1 The central access service for the use of digital content or digital services of VOLKSWAGEN AG is in many cases the Volkswagen ID ("**VOLKSWAGEN ID**"). MOBILE ONLINE SERVICES are linked to VOLKSWAGEN ID, which means USER needs a VOLKSWAGEN ID before MOBILE ONLINE SERVICES can be supplied to USER by VOLKSWAGEN AG. To VOLKSWAGEN ID separate terms and conditions apply and need to be separately agreed by USER. USER needs to register for MOBILE ONLINE SERVICES using their VOLKSWAGEN ID.

2.2 MOBILE ONLINE SERVICES can be operated through APP. In this regard APP serves as a user interface for MOBILE ONLINE SERVICES. APP is made available for USER to download free of charge by VOLKSWAGEN AG via Apple® App Store or Google® Play Store. To APP separate terms and conditions apply and need to be separately agreed by USER.

2.3 The supply of MOBILE ONLINE SERVICES depends on the service-readiness of VEHICLE; further information can be found on MYVOLKSWAGEN and in the service wallet of VEHICLE.

2.4 MOBILE ONLINE SERVICES require a data connection between VEHICLE and VOLKSWAGEN AG's data server, which is established via mobile networks ("**DATA CONNECTION**"). The availability and performance (speed) of DATA CONNECTION depend on a range of factors that lie outside of VOLKSWAGEN AG'S control. This includes in particular (a) an adequate mobile reception at VEHICLE's location and (b) disruption, impairment or interruption of the mobile reception caused by tunnels, garages, underpasses or other interfering influences (weather conditions such as

thunderstorms, jamming equipment, buildings, bridges or mountains, high usage levels in the mobile network for the relevant radio cell etc.). Depending on the model, year of manufacture and equipment, VEHICLE may only support second-generation (2G, GPRS, EDGE; **2G network**) and/or third-generation (3G, UMTS, HSPA; **3G network**) and/or fourth-generation (4G, LTE, **4G network**) mobile networks. Depending on the telecommunications provider used by VOLKSWAGEN AG and the region of use (country), the 2G and/or 3G and/or 4G networks may be gradually switched off. In regions of use where the telecommunications provider used by VOLKSWAGEN AG switches off all the mobile networks supported by VEHICLE, MOBILE ONLINE SERVICES can no longer be used. In regions of use where the telecommunications provider used by VOLKSWAGEN AG switches off the 2G and 3G networks, voice call /e.g. eCall might no longer be available. The availability and operability of other MOBILE ONLINE SERVICES depend on the network configuration and the generations of mobile networks that are supported by VEHICLE. However, the network coverage may be lower than prior to switch-off. In regions of use where the telecommunications provider used by VOLKSWAGEN AG switches off the 2G and 4G networks, continued use of MOBILE ONLINE SERVICES is possible. However, some services (e.g. hotspot, streaming services, Online Systemupdates) may offer decreased data transfer rates and/or the network coverage may be lower than prior to switch-off. In regions of use where the telecommunications provider used by VOLKSWAGEN AG switches off the 3G and 4G networks, continued use of MOBILE ONLINE SERVICES is only possible with a very slow data transfer rate and restrictions to network coverage.

2.5 Depending on the model, year of manufacture and equipment of VEHICLE, DATA CONNECTION can be established either via an embedded SIM (eSIM) installed in VEHICLE, a SIM card of the USER, which the USER can insert into a designated slot in VEHICLE, or via a SIM card in a mobile device (smartphone, tablet) of the USER which is connected to VEHICLE via a Bluetooth or USB interface.

2.6 Depending on the model, year of manufacture and equipment of VEHICLE and the software version of the MOBILE ONLINE SERVICES installed in VEHICLE, DATA CONNECTION for certain MOBILE ONLINE SERVICES is established via eSIM - free of charge for USER and without USER having to conclude a separate contract for this purpose - by a telecommunication provider contracted by VOLKSWAGEN AG. Otherwise, USER is responsible for ensuring sufficient data volume for the use of the MOBILE ONLINE SERVICES by means of a separate contract with a telecommunications provider. Depending on the terms of the contract, connection charges, data download/upload charges or roaming charges may apply when using MOBILE ONLINE SERVICES. Any such charges lie outside of VOLKSWAGEN AG's area of influence and responsibility and are therefore not borne by VOLKSWAGEN AG.

### **3 Scope and Changes**

3.1 These CONDITIONS exclusively govern the rights and obligations of USER and of VOLKSWAGEN AG with regard to MOBILE ONLINE SERVICES and the service packages ordered by PRIMARY USER. MOBILE ONLINE SERVICES and THIRD-PARTY SERVICES available to USER may vary in particular depending on the model, year of manufacture and equipment of VEHICLE, the software version of the MOBILE ONLINE SERVICES installed in VEHICLE, the country in which VEHICLE is used and the service packages of MOBILE ONLINE SERVICES ordered for VEHICLE. Service descriptions and more detailed Information regarding MOBILE ONLINE SERVICES can be found in product brochures, the digital service description on MYVOLKSWAGEN and in the FAQs on <https://www.volkswagen.de/de/besitzer-und-nutzer/hilfe-und-dialogcenter/cic.html>.

3.2 Rights and obligations that are assigned to PRIMARY USER only pursuant to these CONDITIONS do not apply to SECONDARY USER and GUEST USER. Provisions of these CONDITIONS which address USER do also apply to SECONDARY USER and GUEST USER; cf. Section 4.

3.3 These CONDITIONS do not apply to VOLKSWAGEN ID, APP and to other separately supplied digital content or services of VOLKSWAGEN AG (e.g. In-Car Apps) or third-party providers under their brand name or designation ("**THIRD-PARTY SERVICES**"). If such digital content and digital services are made accessible through MOBILE ONLINE SERVICES, these CONDITIONS shall apply to the supply of access to such digital content and digital services. This shall also apply if an existing contract about MOBILE ONLINE SERVICES is a prerequisite for the supply of such digital content and services. Depending on the THIRD-PARTY SERVICE, access may (a) include access for the period of time for which the THIRD-PARTY SERVICES are supplied to USER or (b) include one-time access to receive the THIRD-PARTY SERVICES. The THIRD-PARTY SERVICES themselves may be subject to separate terms and conditions, which USER may have to accept separately in order to access and use THIRD-PARTY SERVICES through MOBILE ONLINE SERVICES.

3.4 These CONDITIONS do not apply to VEHICLE itself and its equipment, even if such equipment features consist of or contain digital content or digital services or are necessary for VEHICLE's service-readiness for MOBILE ONLINE SERVICES (such as the eSIM or the support of a specific mobile network standard).

3.5 VOLKSWAGEN AG may change these CONDITIONS from time to time with effect for the future. Changes to these CONDITIONS will only take effect with the consent of USER.

## 4 User Roles, S-PIN

4.1 The available user roles (cf. Section 4.2) may vary in particular depending on the model, year of manufacture and equipment of VEHICLE and the software version of the MOBILE ONLINE SERVICES installed in VEHICLE.

4.2 USER can be a primary user ("**PRIMARY USER**"), a secondary user ("**SECONDARY USER**") or a guest user ("**GUEST USER**"):

4.3 PRIMARY USER is who orders MOBILE ONLINE SERVICES and connects VEHICLE to MOBILE ONLINE SERVICES; cf. Section 5. PRIMARY USER has access to the full available scope of MOBILE ONLINE SERVICES. PRIMARY USER should be the owner, keeper or another person who predominantly uses VEHICLE (e.g. lessees, company car users, etc.).

4.4 SECONDARY USER is who is logged in VEHICLE connected to MOBILE ONLINE SERVICES with their VOLKSWAGEN ID and who is approved as SECONDARY USER of VEHICLE by PRIMARY USER. SECONDARY USER does not have access to MOBILE ONLINE SERVICES that are exclusively supplied to PRIMARY USER. PRIMARY USER can remove SECONDARY USER at any time via MYVOLKSWAGEN. SECONDARY USER can also cancel their role as SECONDARY USER themselves. The role as SECONDARY USER is intended for a person who uses VEHICLE regularly for a longer period of time (e.g. family member, life partner or friend of PRIMARY USER). Several SECONDARY USER can be assigned to VEHICLE simultaneously. SECONDARY USER has to accept these CONDITIONS with their first login to a VEHICLE connected to MOBILE ONLINE SERVICES. SECONDARY USER shall not be subject to any rights and obligations which are assigned only to PRIMARY USER under these CONDITIONS.

4.5 GUEST USER is who is logged in VEHICLE connected to MOBILE ONLINE SERVICES with their VOLKSWAGEN ID. GUEST USER does not have access to MOBILE ONLINE SERVICES that are exclusively supplied to PRIMARY USER or SECONDARY USER. Any VEHICLE user (including ANONYMOUS GUEST) can delete GUEST USER in VEHICLE at any time via HMI. PRIMARY USER can remove GUEST USER at any time via MYVOLKSWAGEN. The role as GUEST USER is intended for a person who uses VEHICLE regularly for a longer period of time (e.g. family member, life partner or friend of PRIMARY USER), occasionally or as a one-off. GUEST USER has to accept these CONDITIONS with their first login to a VEHICLE connected to MOBILE ONLINE SERVICES. GUEST

USER shall not be subject to any rights and obligations which are assigned only to PRIMARY USER or SECONDARY USER under these CONDITIONS.

4.6 Provisions of these CONDITIONS which address USER apply to PRIMARY USER, SECONDARY USER and GUEST USER.

4.7 These CONDITIONS do not apply to people who are not PRIMARY USER, SECONDARY USER or GUEST USER and who are using VEHICLE without having connected MOBILE ONLINE SERVICES to their VOLKSWAGEN ID ("**ANONYMOUS GUEST**"). Depending on the model, year of manufacture and equipment of VEHICLE and the software version of the MOBILE ONLINE SERVICES installed in VEHICLE, ANONYMOUS GUEST can create a local account in VEHICLE and locally save individual settings and preferences (e.g. seat and mirror settings or favorite radio station) for the local account.

4.8 USERS and ANONYMOUS GUESTS, can perform software updates for MOBILE ONLINE SERVICES and VEHICLE. This is specifically to ensure that anyone using VEHICLE can perform possibly time-critical safety and security updates regardless of whether they are USER or not.

4.9 For safety reasons, certain MOBILE ONLINE SERVICES may only be used once PRIMARY USER's identity is established via Volkswagen Ident ("**VOLKSWAGEN IDENT**") and/or by entering a security PIN ("**S-PIN**") defined by PRIMARY USER. PRIMARY USER must keep their S-PIN strictly confidential. In the case that PRIMARY USER'S S-PIN is disclosed, PRIMARY USER must change the S-PIN immediately.

## **5 Ordering of and Connecting to MOBILE ONLINE SERVICES (PRIMARY USER)**

The following provisions apply to the ordering of MOBILE ONLINE SERVICES:

5.1 PRIMARY USER clicking the order button only constitutes an offer to conclude a contract with VOLKSWAGEN AG according to these CONDITIONS ("**CONTRACT**"); this does not constitute the conclusion of the CONTRACT. Before clicking the order button, PRIMARY USER has the opportunity to correct and change the information entered in the input screen (e.g. their contact details).

5.2 VOLKSWAGEN AG then sends PRIMARY USER an automatic email about the receipt of PRIMARY USER's order. In case of ordering free service packages, the order confirmation (cf. Section 5.3) can at the same time constitute the automatic email about PRIMARY USER's order..

5.3 CONTRACT is concluded upon receipt of VOLKSWAGEN AG'S order confirmation in PRIMARY USER's email account. PRIMARY USER receives the CONDITIONS applicable to CONTRACT with the order confirmation. VOLKSWAGEN AG does not file the CONTRACT for PRIMARY USER's access. The latest version of these CONDITIONS can be accessed at any time via the different frontends for MOBILE ONLINE SERVICES. CONTRACT can be concluded in official language(s) of USER's domicile or place of ordinary residence or if PRIMARY USER orders MOBILE ONLINE SERVICES from a shop other than the country specific shop at his domicile or place of ordinary residence, in the respective national language(s) applicable to the shop.

5.4 The prices listed during the order process shall apply. The prices are listed in the respective local currency and include all applicable taxes (in particular VAT). Delivery costs shall not apply. Payment can be made using the payment methods listed during the order process.

5.5 VOLKSWAGEN AG will supply payable MOBILE ONLINE SERVICE only upon receipt of payment. This will be explicitly indicated for the respective service prior to ordering.

5.6 If PRIMARY USER is a consumer, they may withdraw the order within fourteen (14) days of receipt of the confirmation email by VOLKSWAGEN AG without giving reason; it is sufficient if the declaration of withdrawal is sent before expiry of the withdrawal period. The withdrawal period starts with PRIMARY USER's receipt of the order confirmation via email (cf. Section 5.3). PRIMARY USER receives further information on exercising the right of withdrawal, instructions on how to withdraw and the model withdrawal form are contained in Annex 2 of these CONDITIONS and will also be sent to the PRIMARY USER with the order confirmation.

5.7 The supply of MOBILE ONLINE SERVICES requires that PRIMARY USER connects MOBILE ONLINE SERVICES to VEHICLE by assigning VEHICLE to their VOLKSWAGEN ID. The connection can be established via APP. Each VEHICLE can only be assigned to one VOLKSWAGEN ID at a time. If a new VOLKSWAGEN ID is assigned to VEHICLE, the previous PRIMARY USER automatically loses their user role as PRIMARY USER of VEHICLE. For more information on how to connect MOBILE ONLINE SERVICES to VEHICLE, PRIMARY USER can also consult MYVOLKSWAGEN.

5.8 Once MOBILE ONLINE SERVICES are connected to VEHICLE, MOBILE ONLINE SERVICES are linked to VEHICLE for the entire (remaining) runtime of CONTRACT and cannot be transferred to another VEHICLE. When purchasing MOBILE ONLINE SERVICES, PRIMARY USER should therefore consider the provisional remaining usage and keeping duration of VEHICLE and the question of whether any increase in VEHICLE'S value through the acquisition of MOBILE ONLINE SERVICES will benefit them on giving up VEHICLE (e.g. because they are the owner of VEHICLE and obtain the price of VEHICLE) or not (as VEHICLE is a leased car, for instance, and any crediting of the increase in value is not permitted in accordance with the terms and conditions agreed with the lessor). The rights of termination (cf. Section 13) shall remain unaffected by this Section 5.8.

## **6 Cyber Security, Safety and other Legal Interests**

6.1 VOLKSWAGEN AG strongly recommends that USER takes all available measures (e.g. device password, graphic pattern recognition, etc.) to protect their end device and VEHICLE from misuse or unauthorized access by third-parties. USER may under no circumstances disclose their VOLKSWAGEN ID access data or S-PIN to anyone or grant access to MOBILE ONLINE SERVICES, VEHICLE and / or servers of VOLKSWAGEN AG beyond the cases explicitly provided for in these CONDITIONS.

6.2 VOLKSWAGEN AG is entitled to take appropriate measures to defend against unauthorized access according to Section 6.1 and/or threats from cyber-attacks or other threats on VEHICLE, traffic and road safety, life, health, the right to informational self-determination (privacy), property and other legal assets of USER, the owner or holder of VEHICLE, third-parties and/or VOLKSWAGEN AG. Depending on the severity of the threat and/or the significance of the legal assets under threat, measures may be necessary that temporarily lead to restrictions in accessibility and/or functionality or to a complete blocking of MOBILE ONLINE SERVICES. For the avoidance of doubt, the right regulated in this Section 6.2 shall not limit statutory conformity or liability obligations of VOLKSWAGEN AG.

6.3 VOLKSWAGEN AG may provide USER with updates, including security updates, at no additional cost, for the purposes of implementing the above measures or restoring the full accessibility and functionality of MOBILE ONLINE SERVICES or the data connection. The restoration of (complete) accessibility and functionality of MOBILE ONLINE SERVICES or the data connection may require USER to install the update or to provide other cooperation (e.g. changing the password for Volkswagen ID).

## **7 Updates (Enhancements, Debuggings, Modifications)**

VOLKSWAGEN AG may provide PRIMARY USER, at no additional cost, with updates of MOBILE ONLINE SERVICES which contain:

**7.1 ENHANCEMENTS** The evolution of internet-based services occasionally requires further development of services and their adaptation to new technical possibilities or changes in USER behavior and demands or possibilities of the technical development of the environment /infrastructure. To the extent this does not adversely affect the subjective or objective conformity requirements of MOBILE ONLINE SERVICES or PRIMARY USER's access or use of MOBILE ONLINE SERVICES (i.e. which are no DEBUGGINGS or MODIFICATIONS), VOLKSWAGEN AG may provide PRIMARY USER with updates, new software versions and releases that include technical adaptations or additional services, functions, links, integrate additional (module) services or redesign and recompile services, as well as change the name and appearance of MOBILE ONLINE SERVICES. VOLKSWAGEN AG is not obliged to supply ENHANCEMENTS.

**7.2 DEBUGGINGS** VOLKSWAGEN AG will provide PRIMARY USER with updates (according to Section 11), including security updates that contain DEBUGGINGS which keep MOBILE ONLINE SERVICES in conformity with the subjective or objective requirements including legal, regulatory and judicial requirements for the period of time during which MOBILE ONLINE SERVICES are to be supplied to PRIMARY USER under these CONDITIONS. VOLKSWAGEN AG shall inform PRIMARY USER about the availability of updates with DEBUGGINGS and the consequences of the failure to install such updates, as well as provide PRIMARY USER with an installation instruction. This Section 7.2 does by no means limit PRIMARY USER's remedies for lack of conformity according to Section 11.

**7.3 MODIFICATIONS** VOLKSWAGEN AG may provide PRIMARY USER with updates that contain MODIFICATIONS to MOBILE ONLINE SERVICES beyond what is necessary to maintain conformity of MOBILE ONLINE SERVICES. This applies particularly to any (partial) discontinuation of MOBILE ONLINE SERVICES. VOLKSWAGEN AG may make MODIFICATIONS if and to the extent that (a) functions of MOBILE ONLINE SERVICES or parts thereof are no longer used to an extent that justifies their maintenance and continued operation, (b) (new or amended) legal, regulatory or judicial requirements would require adjustments of MOBILE ONLINE SERVICES which would be economically unreasonable to VOLKSWAGEN AG, (c) changes in the technical conditions of MOBILE ONLINE SERVICES' environment or infrastructure that are beyond VOLKSWAGEN AG's control and that complicate maintenance and continued operations of MOBILE ONLINE SERVICES to an extent which would be economically unreasonable to VOLKSWAGEN AG. VOLKSWAGEN AG shall inform PRIMARY USER of MODIFICATIONS. If the MODIFICATION negatively impacts the PRIMARY USER's access to or use of MOBILE ONLINE SERVICES, and the impact is not only minor, the following applies to such information: VOLKSWAGEN AG shall inform the PRIMARY USER via email at least four (4) weeks in advance of the features and time of the MODIFICATION and bring to PRIMARY USER's attention if it is possible for them to maintain without additional cost MOBILE ONLINE SERVICES without the MODIFICATION or if they have the right to terminate the contract in accordance with Section 13.6.

## 8 Customer Care

In case of difficulties with the purchase or activation of MOBILE ONLINE SERVICES, technical malfunctions or other problems regarding the use of MOBILE ONLINE SERVICES, USER can contact Customer Care at VOLKSWAGEN AG. For Customer Care contact details, see Annex 1 of these CONDITIONS.

## 9 Usage Rights

9.1 USER is granted a non-exclusive, non-assignable, non-sublicensable right to use MOBILE ONLINE SERVICES and any content and information obtained through them for the duration of CONTRACT and subject to these CONDITIONS. USER is not allowed to grant third parties access to MOBILE ONLINE SERVICES or content and information obtained through MOBILE ONLINE SERVICES. USER is not allowed to disclose any credentials (password of Volkswagen ID, S-PIN) to third parties. The right of use is territorially restricted: Use in the United States of America and in the People's Republic of China is not permitted.

9.2 Insofar as the right of use granted in accordance with Section 9.1 relates to software, the right of use shall only extend to use of the object code. Editing of the software or any conversion of the object code back into source code (decompiling) is not permitted except to the extent that a right to decompile under the applicable law cannot be excluded under the applicable law.

## **10 USER's Responsibilities**

10.1 USER undertakes to ensure that their specific use of MOBILE ONLINE SERVICES does not violate the provisions of these CONDITIONS, applicable legal provisions in particular according to road traffic regulations, or rights of the owner and/or keeper of VEHICLE or other persons. USER remains responsible for third parties' use of MOBILE ONLINE SERVICES if they grant these third-parties access to MOBILE ONLINE SERVICES by not logging out after using VEHICLE. When using any MOBILE ONLINE SERVICE, all warnings and information in the relevant service description must be observed by USER. USER (as driver or the owner/holder of VEHICLE) remains fully responsible for taking precautions for road safety and VEHICLE maintenance; warning and fault messages supplied by MOBILE ONLINE SERVICES are for information purposes only. VEHICLE driver is solely responsible for complying with all road safety and related laws at all times.

10.2 If USER is not the owner of VEHICLE, before performing software updates for MOBILE ONLINE SERVICES or VEHICLE, USER is responsible for making sure that they are authorised to do so. USER may find information on the permission to perform the software update in the agreements which are applicable between USER and the owner with regard to VEHICLE (e.g. from the lease agreement or – in a company car – the employer's company car guidelines or the employment contract). In case of doubt, USER should obtain VEHICLE owner's prior consent to perform the software update. If USER leaves VEHICLE to ANONYMOUS GUEST, USER shall point out to ANONYMOUS GUEST that they too may only perform software updates if they are authorised to do so and, in case of doubt, should obtain VEHICLE owner's prior consent to perform the software update.

10.3 USER shall inform ANONYMOUS GUESTS to whom they leave VEHICLE that it is connected to MOBILE ONLINE SERVICES and USER might gain access to information on VEHICLE and thereby (indirectly) on ANONYMOUS GUEST's personal data (usage behavior, location, etc.). USER shall draw the attention of ANONYMOUS GUEST to these CONDITIONS and the Privacy Policy where such data access and privacy settings as well as the possibility to set VEHICLE offline are described; the Privacy Policy can be found here:

<https://consent.vwgroup.io/consent/v1/texts/carnet/gb/en/dataprivacy/latest/html>

for the Touareg vehicle as of model year 2024

[https://consent.vwgroup.io/consent/v1/texts/vwconnecttouareg/gb/en/dataprivacy\\_T/latest/html](https://consent.vwgroup.io/consent/v1/texts/vwconnecttouareg/gb/en/dataprivacy_T/latest/html)  
[https://consent.vwgroup.io/consent/v1/texts/vwconnecttouareg/gb/en/dataprivacy\\_car/latest/html](https://consent.vwgroup.io/consent/v1/texts/vwconnecttouareg/gb/en/dataprivacy_car/latest/html)

10.4 In case of a sale or other permanent transfer of VEHICLE to a third party ("BUYER"), PRIMARY USER is obliged to (a) delete themselves as PRIMARY USER by removing VEHICLE from their VOLKSWAGEN ID and to (b) delete their personal data in VEHICLE'S HMI via PRIMARY USER reset. BUYER can delete the (previous) PRIMARY USER by assigning VEHICLE to their own VOLKSWAGEN ID as PRIMARY USER. BUYER can find out via VEHICLE's HMI whether VEHICLE is still assigned to a PRIMARY USER and disconnect.

10.5 In the event of a culpable violation of the obligations in this Section 10, USER shall be liable for the compensation of all damages incurred by VOLKSWAGEN AG and resulting from this violation. Further, it shall undertake to indemnify VOLKSWAGEN AG from any third-party claims raised against VOLKSWAGEN AG and resulting from these violations..

## **11 Remedies for Lack of Conformity (Warranty)**

11.1 In the event of a lack of conformity of MOBILE ONLINE SERVICES, PRIMARY USER is entitled to have MOBILE ONLINE SERVICES brought into conformity, e.g. via update, restoring of the continuous supply or elimination of restricted performance (speed). If (i) VOLKSWAGEN AG refuses or fails to achieve conformity within a reasonable period of time and without significant inconvenience for PRIMARY USER, (ii) or where the lack of conformity is of such serious nature that it is unreasonable for PRIMARY USER to apply for rectification first, PRIMARY USER is entitled to (a) in the case of payable MOBILE ONLINE SERVICES, a proportionate reduction of the price for the period of time during which the digital content or digital service was not in conformity, as well as (b) in the case of payable MOBILE ONLINE SERVICES, suspend payment until MOBILE ONLINE SERVICES are in conformity, and (c) in the case of payable and non-payable MOBILE ONLINE SERVICES unless the lack of conformity is only minor, terminate the contract in accordance with Section 13.7. A price reduction or refund is proportionate if it reflects the decrease in the value of MOBILE ONLINE SERVICES compared to the value that the digital content or digital service would have if they were in conformity.

11.2 In deviation from the provisions in Section 11.1 VOLKSWAGEN AG shall not be liable for the lack of conformity which is solely resulting from USER's failure to install the update within reasonable time, provided that the failure to install by USER was not due to the lack or shortcomings in the installation instructions provided by VOLKSWAGEN AG.

11.3 The period of time during which updates are provided under Section 7.2 of these CONDITIONS does not extend the duration of the warranty or a guarantee for VEHICLE (including VEHICLE'S equipment required for MOBILE ONLINE SERVICES).

11.4 To assert PRIMARY USER's rights under this Section 11, PRIMARY USER can contact VOLKSWAGEN AG's Customer Care

11.5 This Section 11 shall not limit the statutory warranty obligations of VOLKSWAGEN AG towards PRIMARY USER.

## **12 Liability of VOLKSWAGEN AG**

12.1 Unless otherwise provided for in Sections 12.2 to 12.6, VOLKSWAGEN AG shall be liable according to the applicable statutory provisions

12.2 VOLKSWAGEN AG is not liable in cases of force majeure (military conflicts, epidemics, pandemics, natural disasters, industrial disputes, embargos, terrorist acts or other events which are beyond VOLKSWAGEN AG'S control and which cannot be averted or rendered harmless by



VOLKSWAGEN AG even with the utmost reasonable care) or necessary maintenance, repairs or other measures on technical facilities of VOLKSWAGEN AG or a third party that provides data, content, information or transmission capacities may result in unavoidable disturbances, interruptions or a reduction in the performance (speed) of MOBILE ONLINE SERVICES.

12.3 VOLKSWAGEN AG is not liable for the correctness, actuality, accuracy, completeness and/or quality of any data, content and information recognizably made available via MOBILE ONLINE SERVICES by THIRD PARTY PROVIDERS. Such data, content and information are not checked and /or modified by VOLKSWAGEN AG.

12.4 VOLKSWAGEN AG has no knowledge of USERS legal and actual relationships to VEHICLE. VOLKSWAGEN AG shall not be responsible for correctly assigning user roles (according to Section 4.1) among USERS, monitoring assignment of user roles or, in the event of a change in the legal and/or actual relationships between USER and VEHICLE or USERS themselves, adapting user roles to the changed relationships.

12.5 VOLKSWAGEN AG shall not be liable for damages and losses incurred as a result of any use of MOBILE ONLINE SERVICES by USER that culpably does not comply with these CONDITIONS. This applies particularly if VEHICLE'S driver is distracted from the traffic situation while driving as a result of using MOBILE ONLINE SERVICES and this leads to an accident.

12.6 VOLKSWAGEN AG shall not be liable for any damages or losses that are incurred if USER culpably has selected an insecure password or has not kept the password confidential in violation of these CONDITIONS or any damages caused culpably by a third party to whom USER has granted access to MOBILE ONLINE SERVICES.

12.7 12.7 The limitations of liability in Sections 12.2 to 12.6 do not apply to cases of intent, gross negligence, fraud, injury to life, body or health, of statutory product liability, fraudulent concealment of a defect, guarantees assumed and/or for the violation of essential contractual obligations (so-called cardinal obligations) by VOLKSWAGEN AG towards USER.

12.8 To the extent the statutory provisions provide for direct liability of the legal representatives, employees and/or vicarious agents of VOLKSWAGEN AG towards USER, the limitations of liability according to Section 12.2 to 12.6 apply accordingly. For clarification: This Section 12.8 does not limit the liability of VOLKSWAGEN AG towards USER for the acts of the legal representatives, employees and/or vicarious agents of VOLKSWAGEN AG.

## **13 Term of the Contract, Termination**

13.1 The term of CONTRACT with PRIMARY USER begins with the conclusion of the CONTRACT, i. e. with PRIMARY USER's receipt of the order confirmation via email (cf. Section 5.3). The CONTRACT may provide for supply of MOBILE ONLINE SERVICES for a fixed term (cf. Section 13.2) or for a continuous supply of MOBILE ONLINE SERVICES over a period of time without CONTRACT providing for a fixed term (cf. Section 13.3).

13.2 In case MOBILE ONLINE SERVICES are supplied for a fixed term, the agreed term of the CONTRACT can be viewed by the PRIMARY USER on MYVOLKSWAGEN. During an agreed fixed term of CONTRACT, termination shall be permitted only if provided for in Sections 13.5 to 13.9.

13.3 In case MOBILE ONLINE SERVICES are supplied continuously over a period of time without CONTRACT providing for a fixed term (i) PRIMARY USER may ordinarily terminate CONTRACT by giving at least two weeks' notice to the end of the calendar month and (ii) VOLKSWAGEN AG may after a supply of MOBILE ONLINE SERVICES for at least one year from the conclusion of CONTRACT terminate CONTRACT with a four weeks' notice.

13.4 Note on the term of CONTRACTS for free MOBILE ONLINE SERVICES that may be offered by VOLKSWAGEN AG for new VEHICLES: If more than 90 days elapse between the first delivery of VEHICLE to PRIMARY USER and the supply of MOBILE ONLINE SERVICES in accordance with Section 13.1 (ninety-day period), the term of CONTRACT shall be reduced by the number of days exceeding the ninety-day period. The term shall also be reduced if the first activation of MOBILE ONLINE SERVICES took place previously during the ninety-day period.

13.5 If an automatic extension of CONTRACT for the time after expiry of the initial CONTRACT term has been agreed within the scope of the order, an indefinite CONTRACT term applies, during which PRIMARY USER may terminate CONTRACT by giving at least two weeks' notice to the end of the calendar month and during which VOLKSWAGEN AG can terminate CONTRACT with four weeks' notice to the end of the calendar quarter.

13.6 If a MODIFICATION according to Section 7.3 negatively impacts PRIMARY USER's access to or use of MOBILE ONLINE SERVICES and VOLKSWAGEN AG cannot prove that such negative impact is only minor, PRIMARY USER shall be entitled to terminate CONTRACT within 30 days of the receipt of the information about MODIFICATIONS pursuant to Section 7.3, sentence 1 or of the time when MODIFICATION has been supplied to PRIMARY USER by VOLKSWAGEN AG, whichever is later.

13.7 If PRIMARY USER is entitled to terminate the CONTRACT due to a lack of conformity (cf. Section 11), PRIMARY USER may declare termination of CONTRACT to Customer Care. For Customer Care contact details, see Annex 1 of these CONDITIONS.

13.8 PRIMARY USER's right to termination for good cause with immediate effect shall remain unaffected in any case.

13.9 VOLKSWAGEN AG may terminate CONTRACT for good cause. Good cause is deemed to occur for VOLKSWAGEN AG in the instance of a significant, culpable violation of these CONDITIONS on the part of USER, in particular if a violation of Section 10 leads to a significantly increased consumption of mobile data or to an impediment to the security of VEHICLE, MOBILE ONLINE SERVICES or the data server of VOLKSWAGEN AG. VOLKSWAGEN AG will give PRIMARY USER appropriate notice by email or by other means prior to termination and give PRIMARY USER the opportunity to cease or rectify the violation or improper conduct within said notice period. This shall not apply if immediate termination of the contractual relationship is advisable due to the severity of the impairment to the IT security of VEHICLE, MOBILE ONLINE SERVICES or the data server of VOLKSWAGEN AG.

## **14 Blocking**

In the event of significant culpable violations of these CONDITIONS by USER, VOLKSWAGEN AG is entitled to block USER's access to MOBILE ONLINE SERVICES until the violation is ceased. This applies in particular in the cases mentioned in Section 13.9.

## **15 Mobile keys**

15.1 Depending on the model, year of manufacture and equipment of VEHICLE as well as the software version of the MOBILE ONLINE SERVICES installed in VEHICLE, the option may be available to use mobile keys ("MOBILE KEYS") for VEHICLE. MOBILE KEYS can be used by PRIMARY USERS, SECONDARY USERS and/or GUEST USERS, who must have a compatible mobile device with APP installed. PRIMARY USER can find more details on this and a current overview of compatible mobile devices on MYVOLKSWAGEN.

15.2 MOBILE KEYS may be included in a specific service package. In that case, the MOBILE KEYS may be activated within four (4) years from conclusion of the contract for the service package through installation on a mobile device (activation period); MOBILE KEYS which are not activated expire after this period lapses. Additional MOBILE KEYS can be purchased from the Web Shop. A maximum of fifteen (15) MOBILE KEYS may be activated at the same time for each VEHICLE.

15.3 Each MOBILE KEY can be used for one year after activation on the mobile device; transfer to another mobile device is not possible.

15.4 PRIMARY USER may delete MOBILE KEYS they use from their 'We Connect/VW Connect' user account. PRIMARY USER may delete a MOBILE KEY granted to a key recipient via MYVOLKSWAGEN or APP, if, at a minimum, VEHICLE or the key recipient's mobile device is online when the request for deletion is made; the key recipient is informed of the deletion. Once deleted, a MOBILE KEY cannot be recovered. More information can be found in the service wallet of VEHICLE.

15.5 PRIMARY USER is responsible for ensuring they only grant trustworthy persons access to their VEHICLE using a MOBILE KEY. In particular, PRIMARY USER must not allow the recipient of a MOBILE KEY to drive VEHICLE without a valid driving license.

15.6 When using MOBILE KEYS, warning messages and information in the product description, the service wallet of VEHICLE and HMI of VEHICLE must be observed.

15.7 MOBILE KEYS are only intended for private use. Use of MOBILE KEYS for commercial purposes (particularly vehicle rental) is not permitted.

15.8 MOBILE KEYS are linked to VEHICLE. This means they can only be purchased for a specific VEHICLE and cannot be transferred to another VEHICLE. In the event of sale or other permanent transfer of VEHICLE to a third party, the previous PRIMARY USER must also delete all active MOBILE KEYS in good time in line with their obligation according to Section 15.4. More details can be found on MYVOLKSWAGEN and in the service wallet of VEHICLE.

## **16 Final Provisions**

16.1 The exclusive place of jurisdiction for any and all claims in connection with the contract on MOBILE ONLINE SERVICES is Wolfsburg, Germany, if USER does not use MOBILE ONLINE SERVICES as a consumer.

16.2 If USER uses MOBILE ONLINE SERVICES as a consumer, VOLKSWAGEN AG shall be able to take legal action against USER only at the court having jurisdiction for their domicile or usual residence. USER shall be able to take legal action against VOLKSWAGEN AG at the court of jurisdiction at VOLKSWAGEN AG's administrative headquarters in Wolfsburg, Germany and in any other court having jurisdiction in such case under applicable law.

16.3 Any disputes resulting from or in relation with the contract on MOBILE ONLINE SERVICES shall be governed exclusively by the law of the Federal Republic of Germany. If USER is a consumer this shall not apply, insofar as mandatory provisions (e.g. mandatory consumer protection regulations) under the law of the state in which the consumer has their domicile or usual residence at the time of conclusion of the contract conflict with the application of German law.

16.4 VOLKSWAGEN AG reserves the right to assign the CONTRACT (without otherwise changing the contractual rights and obligations) to another Volkswagen Group company; USER hereby grants their consent for this to VOLKSWAGEN AG. VOLKSWAGEN AG shall inform USER of the

assignment in writing in due time. Should the assignment result in a reduction in USER's contractual claims or rights, USER's consent will be obtained before such assignment.

## 17 Dispute resolution

17.1 This Section<sup>o</sup>17 only applies to consumers having their domicile or place of ordinary residence in a member state of the European Union and does not affect the statutory regulations regarding alternative consumer dispute resolution that may exist in countries outside the European Union.

17.2 The European Commission provides a platform for out-of-court online dispute resolution, which can be accessed on [www.ec.europa.eu/consumers/odr](http://www.ec.europa.eu/consumers/odr). On this platform, USER will find a list of consumer dispute resolution bodies that can assist in the out-of-court settlement of disputes.

17.3 VOLKSWAGEN AG is neither willing nor obliged to participate in a dispute resolution procedure before a consumer arbitration board.

17.4 For the avoidance of doubt, none of the provisions of this Section<sup>o</sup>17 limit the USER's right to refer their claim to a court of competent jurisdiction.

## Annex 1: Contact details Volkswagen Customer Care

Belgique / België: [0800-38152](tel:0800-38152)\*  
Bosna i Hercegovina: [0800-82909](tel:0800-82909)\*  
България: [00800-2100375](tel:00800-2100375)\*  
Česká republika: [800 142244](tel:800-142244)\*  
Cyprus: [8009-8376](tel:8009-8376)\*  
Danmark: [80-886303](tel:80-886303)\*  
Deutschland: [0800 – 40 888 00](tel:0800-4088800)\*  
Eesti / Эстония: [800-0112006](tel:800-0112006)\*  
Ελλάδα: [21-11989831](tel:21-11989831)\*  
España (Península y Baleares): [800 810 320](tel:800-810320)\*  
España (Islas Canarias, Ceuta y Melilla): [800-098460](tel:800-098460)\*  
France: [0805 – 112197](tel:0805-112197)\*  
Hrvatska: [+49 05361-379377-0](tel:+49053613793770)\*, [+49 05361-379377-2](tel:+49053613793772)\*  
Ísland: [800-4158](tel:800-4158)\*  
Ireland: [1800-930066](tel:1800-930066)\*  
Italia: [800 – 149 846](tel:800-149846)\*  
Japan: [0120-993-199](tel:0120-993-199)\*  
La Réunion: [0262 920 000](tel:0262920000)\*  
Latvija / Латвия: [800-05769](tel:800-05769)\*  
Lietuva / Литва: [8-800-30723](tel:8-800-30723)\*  
Luxemburg / Luxembourg: [800-22472](tel:800-22472)\*  
Magyarország: [0680-021421](tel:0680-021421)\*  
Македонија / Македони: [0800-80464](tel:0800-80464)\*  
Malta: [800-62948](tel:800-62948)\*  
Nederland: [0800-0200453](tel:0800-0200453)\*  
Norge: [800-12651](tel:800-12651)\*  
Österreich: [0800-012325](tel:0800-012325)\*  
Polska: [00800-1216777](tel:00800-1216777)\*  
Portugal: [800 897206](tel:800897206)\*  
România: [031-2295251](tel:031-2295251)\*

Schweiz / Svizzera / Suisse: [0800-803307](tel:0800-803307)\*

Србија: [0800-300173](tel:0800-300173)\*

Shqipëri: [04-5300896](tel:04-5300896)\*

Slovenija: [0800-82026](tel:0800-82026)\*

Slovenská republika: [0800-002570](tel:0800-002570)\*

Suomi: [0800-913226](tel:0800-913226)\*

Sverige: [0200-883424](tel:0200-883424)\*

Україна: [0800-503887](tel:0800-503887)\*

United Kingdom: [0800 – 279 750 8](tel:0800-2797508)\*

If your telephone provider does not support this toll-free number, please call +44 (0) 1908 – 813 700. The costs are based on the relevant rate charged by your provider. In the case of calls from abroad, roaming charges may apply.

## **Annex 2: Information concerning the exercise of the right of withdrawal**

### **I. 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 the day on which the contract was concluded.**

**To exercise the right of withdrawal, you must inform us (VOLKSWAGEN AG, Berliner Ring 2, 38440 Wolfsburg, Germany, telephone number: for all countries: 0800 - 4088800 except for FINLAND (990 -800 433 473 28) and HUNGARY (001-800 433 473 28), fax number: +49 (180) 532 98 65, e-mail address: [contract-support@volkswagen.de](mailto:contract-support@volkswagen.de)) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax 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.**

### **II. 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.**

### **III. Model withdrawal form**

**To: VOLKSWAGEN AG,**

**Postal address: VOLKSWAGEN AG, Berliner Ring 2, 38440 Wolfsburg, Germany,**

**Fax number: +49 (180) 532 98 65,**

**E-mail address: contract-support@volkswagen.de**

**I/We (\*) hereby give notice that I/We (\*) withdraw from my/our (\*) contract I/we (\*) concluded**

**Ordered on (\*)/received on (\*)**

**Name of consumer(s):**

**Address of consumer(s):**

**Signature of consumer(s) (only if this form is notified on paper)**

**Date:**

**(\*) Delete as appropriate**