

# Terms of Use for SKODA ID

Version dated: 30/11/18

## Welcome to SKODA

Thank you for choosing the services provided by ŠKODA AUTO a.s. The subject of these Terms of Use is the creation and use of a central user account, SKODA ID (hereafter referred to as "SKODA ID"). ŠKODA AUTO a.s provides this service on the basis of the following terms of use:

### 1. Scope of application and purpose of SKODA ID

1.1 The SKODA ID is provided for you free of charge by ŠKODA AUTO a.s., tř. Václava Klementa 869, 293 01, Mladá Boleslav, the Czech Republic, Identification No.: 00177041, registered in the Register of companies kept by the Municipal Court of Prague under section B file No. 332 ("SKODA AUTO a.s."). The contractual partner for the use of SKODA ID is SKODA AUTO a.s.

1.2. You can use your SKODA ID to sign into numerous services (e.g. websites and applications).

1.3. Some services, which you can sign into using your SKODA ID, may be subject to additional Terms of Use. If you use a service with your SKODA ID, you can easily find information about any additionally applicable terms of use within the respective service.

### 2. Usage rights, use of data

2.1 You are granted the free, non-exclusive, non-transferable and non-sublicensable right to use SKODA ID in its current version in accordance with the provisions of these Terms of Use. Since SKODA ID is continually being refined, the scope of functions may change in the future. Functionalities may be either extended or restricted. There shall be no entitlement to retention of a specific scope of function. However, the login functionality will only be completely terminated after prior cancellation (see Article 7).

2.2 SKODA AUTO a.s shall protect your personal data and shall use it only insofar as this is permitted by the law or covered by the consent granted by you; you can find further information on this matter in the Privacy Policy. You and SKODA AUTO a.s agree that SKODA AUTO a.s owns all rights, in particular rights of use, to any other data, in particular technical data which either have no personal reference or which have had their personal reference removed (anonymised data). If this should not be the case, the user grants SKODA AUTO a.s the non-exclusive, transferable and sublicensable right of use to these data, without restriction of time or content.

### 3. Registering to SKODA ID

3.1. To register, you need a valid email address or – as soon as this registering function is available – optionally a valid mobile telephone number as a user name and, where necessary, a password you have created (hereafter known as "login data"). Optionally, you can store further data, e.g. your address, in your SKODA ID at the time of registration. Storing this data enables other services used by you to access this data without you having to enter it again, provided you agree to such use by the respective service in each individual case.

3.2. You must choose a password for access to SKODA ID, which cannot easily be guessed by third parties. First names or surnames and birthdays, in addition to family names, are particularly

unsuitable as passwords. The same applies to simplistic numeral combinations (e.g. 12345). It is your responsibility to protect your access data for SKODA ID from unauthorised access. In particular, the password must be treated with strict confidentiality. In the event that the password is disclosed to a third party, you must change the password immediately or, if you can no longer log into your SKODA ID, you must contact SKODA AUTO's customer service immediately. Sharing your access credentials with anyone is strictly prohibited.

3.3. When using your SKODA ID in connection with devices, we strongly recommend that you take the available measures (e.g. device password, graphic pattern etc.) to protect the terminal devices in question from misuse by third parties.

3.4. All the information needed to use your SKODA ID, e.g. to activate your SKODA ID or to reset your password, will be sent to the email address or mobile telephone number provided by you. You have the possibility at any time of setting another valid email address or mobile telephone number as a user name or to change your password via the settings in your SKODA ID.

3.5 You must be at least 16 years of age to use SKODA ID.

## **4. Signing in with your SKODA ID**

4.1. SKODA ID is a single-sign-in solution, i.e. you can sign into a number of services with a single user identification, as long as these services provide for SKODA ID as a sign-in option. You do not need to register again with your personal information or remember any further login data, nor do you have to give your personal information again.

4.2. However, you can register again at any time and set up a new SKODA ID.

## **5. Managing your SKODA ID**

5.1. You can view, edit and delete the data you have entered at any time via the settings in your SKODA ID user account.

5.2. You also have the option of viewing and removing the link to services connected to your SKODA ID. If you remove a link between a service and the SKODA ID, you can no longer log into this service with the SKODA ID. If you want to use the service after you have removed the link, but continue to use your SKODA ID, you must sign into this service again with your SKODA ID. Your data will be stored for the duration of its existence in SKODA ID. You also have the option of creating a new SKODA ID to sign into this service. Please note: if your SKODA ID is used to fulfil existing contractual obligations by to you (e.g. for payable services), when disconnecting the service, the registration of a new SKODA ID is necessary in order to continue using this service.

5.3. You can also delete your SKODA ID entirely. As soon as you have deleted your SKODA ID, you can no longer use it to sign into the services connected with this SKODA ID. If your SKODA ID is used for the fulfilment of existing contractual obligations by to you (e.g. for payable services), the prior cancellation of the service, or the registration of a new SKODA ID in order to continue to use the service, is necessary. In the case of cancellation of the service, the deletion of your SKODA ID can only be carried out after the end of the duration of the contract for this service (if using several services, only after the expiry of the longest contract).

## **6. Changes to the Terms of Use**

SKODA AUTO a.s reserves the right to make changes to the Terms of Use for SKODA ID without providing reason to you and only with future effect in the following cases:

1. Adjustment of the Terms of Use to reflect extended functionalities of SKODA ID. This applies, in particular, if further/changed sign-in options or functionalities are intended.
2. Adjustment of the Terms of Use to reflect restricted functionalities of SKODA ID.
3. Amendment of Terms of Use to reflect altered legal requirements.
4. Amendment of Terms of Use to reflect altered court decisions. Of course, the use of SKODA ID is, and will remain, free of charge for you at all times. This does not apply to the use of services connected with SKODA ID for which fees may be charged.

## **7. Contract termination**

SKODA AUTO a.s can terminate the contract of use for SKODA ID at any time by declaring this to you (in writing, by email or SMS), subject to a cancellation notice period of 6 (six) weeks. If SKODA ID is absolutely essential for use of a service connected with it, the cancellation will become effective, at the earliest, at the time at which the obligation to provide this service ends. You can end this contract of use at any time by deleting your SKODA ID (see Item 5.3).

## **8. Improper Usage**

In particular, the copyright, name and trademark rights and other rights of SKODA AUTO a.s and third parties must be observed when using SKODA ID. The user is prohibited from using SKODA ID in a way that breaches the Terms of Use or other legal provisions. Do not misuse your SKODA ID and refrain from any actions which impede or may impede its functionality (e.g. by means of software or other scripts).

## **9. Service and warranty disclaimer**

SKODA AUTO a.s shall endeavour to operate SKODA ID and the respective services smoothly. However, SKODA AUTO a.s cannot guarantee fault-free operation of SKODA ID at all times and gives no warranty or guarantee as to the functionalities of the service.

## **10. Liability**

10.1. SKODA AUTO a.s shall not be responsible for damage and losses incurred as a result of improper use of SKODA ID.

10.2. SKODA AUTO a.s shall not be responsible for any damage or losses that are incurred if you have selected an unsuitable password or have not kept the password safe in violation of these Terms of Use for your SKODA ID, or any damage or losses caused by a third party to whom you have granted access to your SKODA ID.

10.3. SKODA AUTO a.s is liable according to legal requirements for damage to life, limb or health, which results from a culpable breach of obligation on the part of SKODA AUTO a.s. SKODA AUTO a.s is also liable for intent and gross negligence in accordance with product liability legislation and for warranties or assurances expressly granted by SKODA AUTO a.s.

10.4. SKODA AUTO a.s may otherwise be held liable for simple negligence only in relation to paid services and only in the event of a breach of essential contractual obligations, i.e. such obligations whose fulfilment is essential for the due and proper fulfilment of the contract of use, and upon which the user may reasonably rely ("cardinal obligations"). In these cases, claims for

compensation will be limited in sum to providing compensation for foreseeable, direct damages that typically arise due to the nature of the contract. SKODA AUTO a.s does not assume liability for incidental damages (including loss of profit).

10.5. The limitations on liability of Article 10 apply to the legal representatives, agents and company employees of SKODA AUTO a.s. and any of the affiliated companies of SKODA AUTO a.s. accordingly.

## **11. Place of jurisdiction, applicable law**

11.1. The locally pertinent courts of the Czech Republic shall be the sole place of jurisdiction for all claims relating to SKODA ID.

11.2. For any disputes resulting from or in relation to SKODA ID, and these Terms of Use, the law of the Czech Republic shall apply exclusively; application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.

## **12. Severability clause**

Should any of the Terms of Use stated above be or become invalid, the validity of the remaining provisions shall not be affected. The invalid provisions shall be replaced by provisions coming as close as possible to the commercial purpose of the original provisions and preserving the interests of both parties.

## **13. Dispute resolution**

ŠKODA AUTO a.s. is neither willing nor required to take part in a dispute resolution procedure before a consumer arbitration board.