

Terms of Use for ŠKODA ID

Version dated: 30/11/18

Welcome to ŠKODA

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, ŠKODA ID (hereafter referred to as "ŠKODA ID"). ŠKODA AUTO a.s. provides this service on the basis of the following Terms of Use:

1. Scope of application and purpose of ŠKODA ID

1.1. The ŠKODA ID shall be provided for you free of charge by ŠKODA AUTO a.s., tř. Václava Klementa 869, Mladá Boleslav II, 293 01 Mladá Boleslav, the Czech Republic, Identification No.: 00177041, incorporated in the Commercial register held by Městský soud v Praze (Metropolitan court in Prague) under section B, file 332 ("ŠKODA AUTO a.s."). The contractual partner for the use of ŠKODA ID is ŠKODA AUTO a.s.

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

1.3. Some services, which you can sign into using your ŠKODA ID, may be subject to additional Terms of Use and/or another relevant legal documentation. If you use a service with your ŠKODA ID, you can easily find information about any additionally applicable Terms of Use and/or another legal documents 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 ŠKODA ID in its current version in accordance with the provisions of these Terms of Use. Since ŠKODA 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. ŠKODA 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 Information on Personal Data Processing . You agree that ŠKODA 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 ŠKODA AUTO a.s. the non-exclusive, transferable and sublicensable right of use to these data, without restriction of time or content.

3. Registering to ŠKODA 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 (hereinafter known as "login data"). Optionally, you can store further data, e.g. your address, in your ŠKODA 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 ŠKODA ID, which cannot be easily 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 ŠKODA 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 ŠKODA ID, you must contact ŠKODA AUTO's customer service immediately.

3.3. When using your ŠKODA ID, we strongly recommend you to take the available measures (e.g. device password, graphic pattern etc.) to protect the affected end devices against misuse by third parties.

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

3.5. You must be at least 16 years of age to use ŠKODA ID. The data processing takes place on the basis of a balancing of legitimate interests of ŠKODA AUTO a.s.

4. Signing in with your ŠKODA ID

4.1. ŠKODA 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 allow ŠKODA 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 ŠKODA ID.

5. Managing your ŠKODA ID

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

5.2. You also have the option of viewing and removing the link to services connected to your ŠKODA ID. If you remove a link between a service and the ŠKODA ID, you can no longer log into this service with the ŠKODA ID. If you want to use the service after you have removed the link, but continue to use your ŠKODA ID, you must sign into this service again with your ŠKODA ID. Your data will be stored for the duration of its existence in ŠKODA ID. The data processing takes place on the basis of a balancing of legitimate interests of ŠKODA AUTO a.s. You also have the option of creating a new ŠKODA ID to sign into this service. Please note: If your ŠKODA ID is used to fulfil existing contractual obligations towards you (e.g. in the case of prepaid services), when disconnecting the service, the registration of a new ŠKODA ID is required in order to continue using this service.

5.3. You can also delete your ŠKODA ID entirely. As soon as you have deleted your ŠKODA ID, you can no longer use it to sign into the services connected with this ŠKODA ID. If your ŠKODA 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 ŠKODA ID in order to continue to use the service, is necessary. In the case of cancellation of the service, the deletion of your ŠKODA 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

ŠKODA AUTO a.s. reserves the right to make changes to the Terms of Use for ŠKODA 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 ŠKODA 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 ŠKODA ID.
3. Adjustment of Terms of Use to reflect altered legal requirements.
4. Adjustment of Terms of Use to reflect altered court decisions.

Of course, the use of ŠKODA ID is, and will remain, free of charge for you at all times. This does not apply to the use of services connected with ŠKODA ID for which fees may be charged.

7. Contract termination

ŠKODA AUTO a.s. can terminate the contract of use for ŠKODA 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 ŠKODA 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 ŠKODA ID (see Item 5.3).

8. Improper Usage

In particular, the copyright, name and trademark rights and other rights of ŠKODA AUTO a.s and as well as third parties' rights must be observed when using ŠKODA ID. The user is prohibited from using ŠKODA ID in a way that breaches the Terms of Use or other legal provisions. Do not misuse your ŠKODA 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

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

10. Liability

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

10.2. ŠKODA AUTO a.s shall not be responsible for any damage 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 ŠKODA ID, or any damage or losses caused by a third party to whom you have granted access to your ŠKODA ID.

10.3. ŠKODA AUTO a.s is liable according to legal requirements for damage to life, body or health, which results from a culpable breach of obligation on the part of ŠKODA AUTO a.s. ŠKODA 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 ŠKODA AUTO a.s.

10.4. ŠKODA 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. ŠKODA 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 ŠKODA AUTO a.s. and any of the affiliated companies of ŠKODA 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 ŠKODA ID.

11.2. For any disputes resulting from or in relation to ŠKODA 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. Alternative and Online Dispute Resolution (ADR/ODR)

In accordance with the provisions of Regulation (EU) No 524/2014 of the European Parliament and of the Council of 21 May 2013 ("the Regulation"), is the Customer entitled to use the out-of-court resolution of disputes concerning contractual obligations arising from online sales or service contracts concluded between the Customer resident in the Union and ŠKODA AUTO established in the Union through the intervention of an ADR entity listed in accordance with Article 20 (2) of Directive 2013/11/EU and using the platform for Online Dispute Resolution. This platform is available under <https://ec.europa.eu/odr>.

Download <https://consent.vwgroup.io/consent/v1/texts/IdentityKit/cz/en/skoda-termsOfUse/2.2/pdf>