

Terms of Use for Volkswagen ID

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Welcome to Volkswagen

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

1. Scope of application and purpose of Volkswagen ID

1.1. The Volkswagen ID is provided for you free of charge by Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg, Germany, entered in the register of companies at Braunschweig district court under No. HRB 100484 ("Volkswagen AG"). The contractual partner for the use of Volkswagen ID is Volkswagen AG.

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

1.3. Some services which you can sign into using your Volkswagen ID may be subject to additional Terms of Use. If you use a service with your Volkswagen 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 Volkswagen ID in its current version in accordance with the provisions of these Terms of Use. Since Volkswagen 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 Item 7).

2.2 Volkswagen AG shall protect your personal data and shall use it only insofar as this is permitted by law or you have given your consent; you can find further information on this matter in the Privacy Policy. You and Volkswagen AG agree that Volkswagen AG 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 Volkswagen AG the non-exclusive, transferable and sublicensable right of use to these data, without restriction of time or content.

3. Registering Volkswagen 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 Volkswagen 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 Volkswagen 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 Volkswagen 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 Volkswagen ID, you must contact Volkswagen AG's customer service immediately.

3.3. When using your Volkswagen ID, 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 Volkswagen ID, e.g. to activate your Volkswagen 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 Volkswagen ID.

3.5 You must be at least 16 years of age to use Volkswagen ID. Data processing takes place on the basis of a weighing of interests of Volkswagen AG.

4. Signing in with your Volkswagen ID

4.1. Volkswagen 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 Volkswagen 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 Volkswagen ID.

5. Managing your Volkswagen ID

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

5.2. You also have the option of viewing and removing the link to services connected to your Volkswagen ID. If you remove a link between a service and the Volkswagen ID, you can no longer log into this service with the Volkswagen ID. If you want to use the service after you have removed the link, but continue to use your Volkswagen ID, you must sign into this service again with your Volkswagen ID. Your data will be stored for the duration of its existence in Volkswagen ID. Data processing takes place on the basis of a weighing of interests of Volkswagen AG.

You also have the option of creating a new Volkswagen ID to sign into this service. Please note: if your Volkswagen 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 Volkswagen ID is necessary in order to continue using this service.

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

the service, the deletion of your Volkswagen 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

Volkswagen AG reserves the right to make changes to the Terms of Use for Volkswagen ID within reason for you and only with future effect in the following cases:

1. Adjustment of the Terms of Use to extended functionalities of Volkswagen ID. This applies, in particular, if further/changed sign-in options or functionalities are intended.
2. Adjustment of the Terms of Use to restricted functionalities of Volkswagen ID.
3. Amendment of Terms of Use to altered legal requirements.
4. Amendment of Terms of Use to altered Supreme Court decisions.

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

7. Contract termination

Volkswagen AG can terminate the contract of use for Volkswagen 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 Volkswagen 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 Volkswagen ID (see Item 5.3).

8. Improper Usage

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

Volkswagen AG shall endeavour to operate Volkswagen ID and the respective services smoothly. However, Volkswagen AG cannot guarantee fault-free operation of Volkswagen ID at all times.

10. Liability

10.1. Volkswagen AG shall not be responsible for damage and losses incurred as a result of improper use of Volkswagen ID.

10.2. Volkswagen AG 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 Volkswagen ID, or any damage or losses caused by a third party to whom you have granted access to your Volkswagen ID.

10.3. Volkswagen AG 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 Volkswagen AG, its legal

representatives or agents. Volkswagen AG is also liable for intent and gross negligence in accordance with product liability legislation and for warranties or assurances expressly granted by Volkswagen AG.

10.4. Volkswagen AG 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. Volkswagen AG does not assume liability for incidental damages (including loss of profit).

10.5. The limitations on liability of Item 10 apply to the legal representatives, agents and company employees of Volkswagen AG accordingly.

11. Place of jurisdiction, applicable law

11.1. The sole place of jurisdiction for all claims relating to Volkswagen ID shall be Wolfsburg, Germany, if you are a registered merchant.

11.2. If you are a consumer, Volkswagen AG shall be able to take legal action against you only at the court responsible for its domicile or normal place of residence; you, on the other hand, shall be able to take legal action against Volkswagen AG at the court responsible for their domicile or normal place of residence and at any legally approved place of jurisdiction.

11.3. For any disputes resulting from or in relation to Volkswagen ID, and these Terms of Use, the law of the Federal Republic of Germany shall apply exclusively; application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded. Notwithstanding this regulation, if you are a consumer, the law of the country in which your domicile or normal place of residence was located when the contract was concluded shall apply.

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

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