

# Terms of Use for the VW Park Assist Pro App for remote-controlled parking

## 1 Provider, scope of application

1.1 The mobile application "VW Park Assist Pro App for remote-controlled parking" ("**APP**") is offered by Volkswagen AG, Berliner Ring 2, 38440 Wolfsburg, Germany, registered in the Commercial Register of the District Court (Amtsgericht) of Braunschweig, Germany under HRB 100484, VAT ID number DE 115235681, telephone number: +49 5361 90, e-mail address: [kundenbetreuung@volkswagen.de](mailto:kundenbetreuung@volkswagen.de) ("**VOLKSWAGEN AG**") via an app store ("**PLATFORM**") of the respective operator ("**PLATFORM OPERATOR**") for the user of the APP ("**USER**") to download free of charge. Provider of the APP and its content, even in the case of downloading via a platform, is VOLKSWAGEN AG, not the PLATFORM OPERATOR.

1.2 These terms of use ("**TERMS OF USE**") govern the contractual relationship between VOLKSWAGEN AG and the USER ("**USER AGREEMENT**"). After downloading the APP, the USER is asked to accept these TERMS OF USE and is thereby concluding the user agreement.

1.3 VOLKSWAGEN AG may change these TERMS OF USE from time to time with effect for the future. Changes of these TERMS OF USE will only become effective with USER'S acceptance. The latest version of these TERMS OF USE can be viewed, saved and printed at <https://consent.vwgroup.io/consent/v1/texts/RPA/de/en/termsOfUse/latest/pdf>.

1.4 The APP is used to control the VW Park Assist Pro function ("**VW PAP**") via the USER's mobile device and can only be used in direct connection with a vehicle equipped for this purpose. Please note, APP is not a part of the vehicle functionality. The vehicle is only equipped with the technical solution enabling it for the remote control. However, if a USER wants to start using a remote parking function (i.e. VW PAP) the APP from Volkswagen AG must be downloaded first.

1.5 VW PAP is an assistance function which supports drivers to park their vehicle. The APP works with VW PAP to enable the USER to remotely initiate and control the parking operation from outside the vehicle. For this purpose, VW PAP must be activated in the vehicle when the destination is reached. Free parking spaces in the immediate vicinity of the vehicle are displayed to the USER via the vehicle's infotainment system. After selecting a parking space, the parking procedure can be transferred to the APP via the vehicle's infotainment system and the USER can exit the vehicle. In the APP, the USER starts the remote-controlled parking operation by pressing a button. The button must be kept pressed during the entire parking operation. If the button is no longer pressed in the APP, the remote-controlled parking operation stops. The vehicle assumes longitudinal and lateral control.

1.6 As VW PAP is a vehicle-related function, the necessary requirements, scope of functions and instructions for use can be found in the vehicle's service wallet

1.7 VW PAP is only permitted in the following countries: Albania, Andorra, Austria, Bahrain, Belgium, Bosnia-Herzegovina, Bulgaria, Chile, China, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Great Britain, Hungary, Iceland, Ireland, Israel, Italy (San Marino, Vatican City), Latvia, Lithuania, Luxembourg, Macedonia, Malta, Montenegro, Netherlands, Northern Ireland, Norway, Poland, Portugal, Romania, Russia, Serbia, Sweden, Switzerland, Slovak Republic, Slovenia, South Africa, South Korea, Spain (Balearic Islands, Canary Islands), Turkey, Ukraine.

1.8 Due to VW PAP's spatially limited permissibility, the APP is exclusively intended for USERS with their domicile or place of ordinary residence in the countries listed in Section 1.7 and in particular not for USERS from or in the United States of America. The APP is only available in the

PLATFORMS of the countries listed in Section 1.7. The usage of the APP outside these countries is not possible and it will result in an error message when the function is activated in the vehicle. The APP can therefore not be used in countries other than those listed in Section 1.7.

1.9 USER AGREEMENTS according to these TERMS OF USE can be concluded in the official language(s) of User's domicile or place of ordinary residence.

## **2 User Account**

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**"). For Touareg from model year 2024 onwards (TOUAREG FACELIFT), the USER is only able to pair the vehicle with their APP after logging into the APP with their VOLKSWAGEN ID. In this case, the USER must first register for VOLKSWAGEN ID. VOLKSWAGEN ID is subject to separate terms and conditions which must be agreed separately by USER.

In addition, USER must have added and enrolled their vehicle to their VW CONNECT PROFILE, e.g. on Volkswagen web portal prior to connecting the APP to USERs VEHICLE.

## **3 Technical prerequisites for use**

3.1 For the use of VW PAP via the APP, the USER must download the APP onto the USER's Bluetooth- and internet-compatible mobile device. The APP is designed for iOS devices (iOS 16 or higher). When used with other devices, especially Android devices, there may be limitations in connection establishment or connection stability depending on the operating system and model of the mobile device. A parking operation can then only be initiated from the vehicle. Due to technical development, the mobile devices for which the APP is available may change over time as further specified in Section 9. In particular, it is possible that certain mobile devices may no longer be supported due to related security risks or low usage.

3.2 In order to use the APP, the mobile device must be linked with the vehicle via Bluetooth. The linking process can be initiated by the USER in the APP. Therefore, Bluetooth must be switched on in the mobile device and in the infotainment system of the vehicle and the mobile device must be within the Bluetooth range of the vehicle at all times when using VW PAP via the APP.

## **4 Usage rights**

4.1 The USER shall be granted the free, non-exclusive, non-transferable and non-sublicensable right to use the APP in accordance with these TERMS OF USE. The use is spatially limited to the countries listed in Section 1.7.

4.2 Insofar as the right of use granted in accordance with Section 4.1 relates to software, the right of use shall only extend to the use of the object code. Any modification of the software as well as any retranslation of the object code into the source code (decompilation) is not permitted except in the cases expressly permitted by mandatory law.

## **5 Responsibility of the User**

5.1 The APP may only be used and operated by USERS that are entitled to operate the vehicle pursuant to local legislation, such as but not limited to, having (i) sufficient age; (ii) sufficient capacity; (iii) valid and unrestricted permit; (iv) unrestricted right to operate the vehicle.

5.2 The responsibility for the partially automated parking operation initiated by the USER lies with the USER. Therefore, the USER must check the road conditions and ensure that the vehicle can be safely parked at all times, in particular, that there are no persons, animals or objects in the path of the vehicle.

5.3 When using the APP, the USER must comply with the relevant statutory provisions under the applicable laws in relation to the operation of the vehicle by the USER, in particular the applicable road traffic regulations, and must consider the local traffic signs and vehicle parking regulations. As the vehicle driver, the USER is solely responsible for complying with all road safety and related laws and regulations at all times.

5.4 In order to ensure the safe use of the APP, the USER must observe the warnings regarding the remote parking assistant, on whose functionality VW PAP is based, contained in the user manual of the vehicle.

5.5 The USER must ensure that the mobile device used for the use of the APP does not show any function-impairing damage (e.g. cracks in the display). If there are any apparent indications of malfunctions when using the APP or if the mobile device is not functioning properly, the use of the APP must be omitted or terminated.

5.6 The USER must ensure that the mobile device used to use the APP is protected against security gaps by using the latest version of the associated operating system.

5.7 The USER must ensure that the starting conditions specified in the APP prior to the start of the parking operation are maintained throughout the entire parking operation, otherwise the parking operation will be automatically interrupted immediately. In particular, the USER may not move further than 4 meters away from the vehicle and may not make telephone calls or be distracted in any other way.

5.8 The USER must ensure that the parking operation is successfully completed, i.e. the vehicle has reached the final parking position and the engine is switched off, which can be checked via the APP.

5.9 The USER must observe that, with regards to the remote parking operation, installing the APP on the USER's mobile device and coupling it with the vehicle, provides the USER's mobile device with a key-like access and control function to the coupled vehicle and the USER must keep it safe accordingly and that the APP may not be used by third parties in culpable breach of these TERMS OF USE.

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

6.1 In the event of a defect, the User is entitled to rectification e.g. via an update. If a defect cannot be rectified or if Volkswagen AG fails to rectify the defect within a reasonable period of time, the USER may terminate the USER AGREEMENT in accordance with Section 12. If the User is a consumer, this Section 6.1 leaves any further statutory warranty rights unaffected; the User is entitled to the undiminished statutory warranty rights

6.2 In deviation from the regulations in Section 6.1 of these CONDITIONS, 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.

6.3 To assert USER's warranty rights, USER can, inter alia, contact the customer service according to Section 10 of these TERMS OF USE.

## **7 Responsibility of Volkswagen AG, Liability**

7.1 Unless otherwise provided for in Sections 7.2, VOLKSWAGEN AG shall be liable according to the applicable statutory provisions.

7.2 VOLKSWAGEN AG shall not be liable for any damages or losses to the extent such damages or losses are incurred as a result of any use of the APP by USER culpably not complying with these TERMS OF USE.

7.3 The limitation of liability in Sections 7.2 does not apply to cases of intent, gross negligence, fraud, injury to life, body or health, for legal product liability, fraudulent concealment of a defect, guarantees and/or for the violation of essential contractual obligations (so-called cardinal obligations) by VOLKSWAGEN AG.

7.4 To the extent the statutory provisions provide for direct liability of the legal representatives, employees and/or vicarious agents of VOLKSWAGEN AG towards the USER, the limitations of liability according to Sections 7.2 applies. For clarification: this Section 7.4 does not limit the liability of VOLKSWAGEN AG towards USER.

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

8.1 VOLKSWAGEN AG strongly recommends that USER takes all available measures (e.g. device password, graphic pattern recognition, etc.) to protect their end device from misuse or unauthorized access by third-parties.

8.2 VOLKSWAGEN AG is entitled to take appropriate measures to defend against unauthorized access according to Sec. 8.1 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 the 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 PAP. For the avoidance of doubt, the right regulated in this Section 8.2 shall not limit statutory conformity or liability obligations of VOLKSWAGEN AG.

8.3 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 PAP or the data connection. The restoration of (complete) accessibility and functionality of PAP or the data connection may require USER to install the update or to provide other cooperation (e.g. changing the password for Volkswagen ID).

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

VOLKSWAGEN AG may provide CUSTOMER, at no additional cost, with updates of PAP which contain:

### **9.1 ENHANCEMENTS**

The evolution of internet-based services occasionally requires further development of services and their adaptation to new technical possibilities or changes in user behaviour and demands or chances of the technical development of the environment/infrastructure. To the extent this does not adversely affect the subjective or objective conformity requirements of PAP or CUSTOMER's access or use of PAP (i.e. which are no DEBUGGINGS or MODIFICATIONS), VOLKSWAGEN AG may provide CUSTOMER 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 PAP. VOLKSWAGEN AG is not obliged to supply ENHANCEMENTS.

## 9.2 DEBUGGINGS

VOLKSWAGEN AG will provide CUSTOMER with updates (according to Section 6), including security updates that contain DEBUGGINGS which keep PAP in conformity with the subjective or objective requirements including legal, regulatory and judicial requirements (i) if CONTRACT provides for a continuous supply over a period of time, for the period of time during which UPGRADES are to be supplied to CUSTOMER under CONTRACT or (ii) if CONTRACT provides for a single act of supply, for seven (7) years from the end of the month in which VEHICLE was manufactured, but at least for two years after the conclusion of CONTRACT. VOLKSWAGEN AG shall inform CUSTOMER about the availability of updates with DEBUGGINGS and the consequences of the failure to install such updates, as well as provide CUSTOMER with an installation instruction. This Section 9.2 does by no means limit USER's remedies for lack of conformity according to Section 6.

## 9.3 MODIFICATIONS

VOLKSWAGEN AG may provide CUSTOMER with updates that contain MODIFICATIONS to PAP beyond what is necessary to maintain conformity of PAP. This applies particularly to any (partial) discontinuation of PAP. VOLKSWAGEN AG may make MODIFICATIONS if and to the extent that (a) functions of PAP 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 PAP which would be economically unreasonable to VOLKSWAGEN AG, (c) changes in the technical conditions of PAP's environment or infrastructure that are beyond VOLKSWAGEN AG's control and that complicate maintenance and continued operations of PAP to an extent which would be economically unreasonable to VOLKSWAGEN AG. VOLKSWAGEN AG shall inform USER of MODIFICATIONS. If the MODIFICATION negatively impacts the USER's access to or use of PAP, and the impact is not only minor, the following applies to such information: VOLKSWAGEN AG shall inform the USER via email at least four (4) weeks in advance of the features and time of the MODIFICATION and bring to USER's attention if it is possible for them to maintain without additional cost PAP without the MODIFICATION or if they have the right to terminate the contract in accordance with Section 12.1 of these CONDITIONS.

## 10 Customer service

For the APP, VOLKSWAGEN AG provides the USER with a telephone customer service in many countries. If country-specific telephone numbers are available for customer service, these and the availability times can be found in the APP in the section "FAQ / Help". For a call to the customer service, only the call costs of the telecommunications service provider (including any roaming charges if applicable) are charged.

For any questions related to the VOLKSWAGEN ID, USER may send an email to: [vwid-support@volkswagen.e](mailto:vwid-support@volkswagen.e).

## 11 Changing and discontinuation of the APP

11.1 The evolution of internet-based services occasionally requires the further development of the services and their adaptation to new technical conditions or to changes in user behaviour. In this context, Volkswagen AG may change the appearance and structure (look and feel) of the App at any time

11.2 In addition to Section 11.1, VOLKSWAGEN AG may adapt the APP in a manner and to the extent reasonable for user, as this is necessary due to a change in significant circumstances beyond the control of VOLKSWAGEN AG. This applies in the event of changes in applicable laws or jurisdiction, case law or upon explicit request of an authority or court, in the event of measures of cyber security according to Section 8 or in the event of changes or the discontinuation of technical infrastructure required for the operation of the APP.

11.3 In order to provide all users with a uniform user experience, VOLKSWAGEN AG is entitled to adapt functionalities of the APP to a degree that is foreseeable, objectively justified and reasonable for user, even if the requirements of Section 11.2 are not fulfilled.

11.4 VOLKSWAGEN AG is also entitled to replace the APP with another mobile application with a comparable functional scope or to integrate such functionalities into another application provided that the further use of the functionality remains possible for USER and the essential characteristics remain the same by means of another technical solution that is reasonable for USER.

## **12 Termination**

12.1 The USER may terminate the user agreement concluded according to these TERMS OF USE at any time with immediate effect by deleting the App from their mobile device and without giving any reason.

## **13 Place of jurisdiction, applicable law, language**

13.1 The exclusive place of jurisdiction for any and all claims arising from and in conjunction with the use of the APP is Wolfsburg, Germany, if the Customer does not use the APP as a consumer.

13.2 For all disputes arising from or in association with, these TERMS OF USE and the USER AGREEMENT, only the law of the Federal Republic of Germany shall apply; the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply. If the USER is a consumer, mandatory consumer protection provisions under the law of the state in which the USER has his residence or domicile shall remain unaffected by the above provisions of this Section 13.2.

## **14 Settlement of disputes**

14.1 The following information on consumer arbitration and online dispute resolution only apply to consumers residing in the European Union and does not affect the statutory dispute resolution regulations that may exist in countries outside the European Union.

14.2 Volkswagen AG is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.

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

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