

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

(Version: May 2025. The current version can always be found online at <https://consent.vwgroup.io/consent/v1/texts/weconnect/ie/en/termsfuse/latest/html> )

## 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 5361 90; Customer Care telephone number: cf. Section 10) or via email (email address: [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 person 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 USER; 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 purchased by and supplied to USER by VOLKSWAGEN AG. Separate terms and conditions apply to VOLKSWAGEN ID that need to be separately agreed by USER. USER needs their VOLKSWAGEN ID to order MOBILE ONLINE SERVICES (cf. Section 5) and to connect MOBILE ONLINE SERVICES to VEHICLE (cf. Section 7).

**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. Separate terms and conditions of APP 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 before 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, ORU) may offer decreased data transfer rates and/or the network coverage may be lower than before 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 telecommunications 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 VOLKSWAGEN AG's control 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://contact.volkswagen.com>.

**3.2** Rights and obligations under these CONDITIONS assigned to PRIMARY USER only do not apply to SECONDARY USER and GUEST USER. Provisions of these CONDITIONS which address USER apply to PRIMARY USER, 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 to services of third-party providers, supplied 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 provision of access to such digital content and digital services but not to the digital content or the digital services themselves. 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 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 USER's consent.

## **4 User Roles, S-PIN**

**4.1** These CONDITIONS only apply to USERS. USERS can be primary user ("**PRIMARY USER**"), secondary user ("**SECONDARY USER**") and guest user ("**GUEST USER**"). These CONDITIONS do not apply to persons who are using VEHICLE connected to MOBILE ONLINE SERVICES without having logged into VEHICLE with their VOLKSWAGEN ID ("**ANONYMOUS GUEST**"). The available user roles as well as the services and functions available to USERS and ANONYMOUS GUEST, 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** PRIMARY USER is the person 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, registered keeper or another person who predominantly uses VEHICLE (e.g. lessees, company car users, etc.).

**4.3** SECONDARY USER is a former GUEST USER (cf. Section 4.4) who has accepted PRIMARY USER's nomination to become a SECONDARY 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 USERS can be assigned to VEHICLE simultaneously..

**4.4** GUEST USER is who is logged into 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 in a VEHICLE connected to MOBILE ONLINE SERVICES.

**4.5** USERS and ANONYMOUS GUESTS can perform software updates for MOBILE ONLINE SERVICES and VEHICLE. In particular, this is to ensure that anyone using VEHICLE can perform potentially time-critical safety and security updates regardless of whether they are USER or not.

**4.6** 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)**

**5.1** Depending on the model, year of manufacture and equipment of VEHICLE and the software version of the MOBILE ONLINE SERVICES installed in VEHICLE and the offering model chosen by PRIMARY USER, a contract with VOLKSWAGEN AG according to these CONDITIONS ("**CONTRACT**") may provide for supply of MOBILE ONLINE SERVICES for a predetermined or an indefinite term ("**LONG-TERM CONTRACT**") or for supply on a monthly subscription basis ("**SUBSCRIPTION**"). The type of CONTRACT and its term is specified during the order process and can be checked by PRIMARY USER on MYVOLKSWAGEN.

**5.2** PRIMARY USER completes their order by clicking the order button. This does not yet constitute the conclusion of CONTRACT, but merely an offer to enter into 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).

**5.3** 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 automatic email about PRIMARY USER's order will (unless otherwise expressly informed by VOLKSWAGEN) at the same time constitute VOLKSWAGEN AG's order confirmation (cf. Section 5.4).

**5.4** 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 the official language(s) of PRIMARY USER's domicile or ordinary place of residence or, if PRIMARY USER orders MOBILE ONLINE SERVICES from a shop other than the country-specific shop at their domicile or ordinary place of residence, in the respective national language(s) applicable to the shop.

**5.5** The prices are indicated during the order process in the respective local currency and include all applicable taxes (in particular VAT). Payment can be made using the payment methods listed during the order process. In case of LONG-TERM CONTRACTS with a predetermined term, the price indicated in the order process refers to the entire term and is payable in total after conclusion of CONTRACT. In case of SUBSCRIPTIONS, the price indicated during the order process refers to one calendar month and is payable monthly, whereby a pro rata remuneration is owed for the first contract period, which begins on the day of the conclusion of CONTRACT and ends with the last day of the calendar month in which CONTRACT is concluded. Delivery costs shall not apply.

**5.6** In case of LONG-TERM CONTRACT, supply only commences upon receipt of payment. In case of SUBSCRIPTIONS, supply is carried out immediately and VOLKSWAGEN reserves the right to cease supply if payment of the first installment or any subsequent instalment is delayed.

## **6 Right of Withdrawal**

**6.1** If PRIMARY USER is subject to consumer rights applicable under the relevant provisions of these CONDITIONS in accordance with statutory law of PRIMARY USER's domicile, ordinary place of residence or registered office ("**CONSUMER**"), PRIMARY USER may withdraw the order within fourteen (14) days from receipt of the confirmation email by VOLKSWAGEN AG without giving a 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 5.4).

**6.2** 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.

## **7 Connection of Mobile Online Services to Vehicle, Transfer of Ownership, Primary User Reset.**

**7.1** 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. For more information on how to connect MOBILE ONLINE SERVICES to VEHICLE, PRIMARY USER can also consult MYVOLKSWAGEN.

**7.2** Each VEHICLE can only be assigned to one PRIMARY USER and their VOLKSWAGEN ID at a time. If another PRIMARY USER orders MOBILE ONLINE SERVICES for VEHICLE (cf. Section 5) and assigns VEHICLE to their VOLKSWAGEN ID, the role as PRIMARY USER is transferred to this new PRIMARY USER and CONTRACT with former PRIMARY USER terminates ("**TRANSFER OF OWNERSHIP**"). Former PRIMARY USER is notified about the TRANSFER OF OWNERSHIP by email. PRIMARY USER can reverse the TRANSFER OF OWNERSHIP at any time and restore their role as PRIMARY USER by re-concluding CONTRACT (cf. Section 5) and reassigning VEHICLE to their VOLKSWAGEN ID (cf. Section 7.1). If the reversal of TRANSFER OF OWNERSHIP is executed by former PRIMARY USER within a period of two weeks after receipt of the e-mail notification about the TRANSFER OF OWNERSHIP in their inbox, PRIMARY USER's data generated by their use of MOBILE ONLINE SERVICES can be restored.

**7.3** Upon termination of SUBSCRIPTION due to TRANSFER OF OWNERSHIP, a refund will be issued for the pro rata portion of the remuneration attributable to the remaining term.

**7.4** Upon termination of LONG-TERM CONTRACT due to TRANSFER OF OWNERSHIP, MOBILE ONLINE SERVICES will remain linked to VEHICLE for the entire (remaining) runtime initially agreed upon for LONG-TERM CONTRACT and cannot be transferred to another VEHICLE. The new PRIMARY USER will benefit from the remuneration paid by the previous PRIMARY USER; however, no (pro rata) refund of the remuneration will be provided to the previous PRIMARY USER. Before purchasing MOBILE ONLINE SERVICES on the basis of a LONG TERM CONTRACT, PRIMARY USER should therefore consider the prospective remaining usage and holding duration of VEHICLE, and the question 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 receive the price of VEHICLE) or not (e.g. because VEHICLE is leased and the terms and conditions agreed with the lessor exclude any crediting of the increase in value).

**7.5** The deletion of PRIMARY USER from VEHICLE ("**PRIMARY USER RESET**") does not terminate CONTRACT. Ongoing payment obligations for SUBSCRIPTIONS remain unaffected by PRIMARY USER RESET. PRIMARY USER can re-connect their VOLKSWAGEN ID to VEHICLE at any time after PRIMARY USER RESET and can thereby restore their role as PRIMARY 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 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.

**8.2** VOLKSWAGEN AG is entitled to take appropriate measures to defend against unauthorized access according to Section 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 registered keeper 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 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 MOBILE ONLINE SERVICES or the DATA CONNECTION. The restoration of (full) accessibility and functionality of MOBILE ONLINE SERVICES or the DATA CONNECTION may require USER to install the update or provides other cooperation (e.g. changing the password for Volkswagen ID).

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

VOLKSWAGEN AG may provide PRIMARY USER, at no additional cost, with updates of MOBILE ONLINE SERVICES 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 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. neither DEBUGGINGS nor 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 obligated to supply ENHANCEMENTS.

**9.2 DEBUGGINGS** VOLKSWAGEN AG will provide PRIMARY USER with updates (according to Section 8.3), 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 installation instructions. This Section 9.2 does by no means limit PRIMARY USER's remedies for lack of conformity according to Section 14.

**9.3 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 for 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 for 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 about the features and time of the MODIFICATION and inform PRIMARY USER whether 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 16.7.

## **10 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, please refer to Annex 1 of these CONDITIONS.

## **11 Usage Rights**

**11.1** 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.

**11.2** Insofar as the right of use granted under Section 11.1 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.

**11.3** If and to the extent USERS's voice commands to the Online Voice Assistant are subject to copyright or any other intellectual property rights, USER grants VOLKSWAGEN AG a non-exclusive, royalty free, irrevocable, worldwide right to use these commands including their content, necessary to supply the requested service of the Online Voice Assistant.

## **12 USER's Responsibilities**

**12.1** 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 registered keeper and/or owner of VEHICLE or other persons.

**12.2** If USER is not both owner and registered keeper of VEHICLE, before performing software updates for MOBILE ONLINE SERVICES or VEHICLE, USER is responsible for making sure that the software update does not conflict with the instructions or interests of the owner or registered keeper of VEHICLE. USER may find information on such restrictions or on the permission to perform the software update in the agreements which are applicable between USER and the



owner or registered keeper with regard to VEHICLE (e.g. from the lease agreement or – in a case of a company car – from the employer's company car guidelines or the employment contract). In case of doubt, USER should obtain VEHICLE owner's and registered keeper's prior consent to perform the software update. If USER entrusts VEHICLE to ANONYMOUS GUEST, USER shall instruct ANONYMOUS GUEST to only perform software updates if they are authorised to do so and, in case of doubt, to obtain VEHICLE owner's and registered keeper's prior consent to perform the software update.

**12.3** The Online Voice Assistant uses Artificial Intelligence ("AI") to recognise and convert voice commands into text commands and generates output using e.g. the generative AI ChatPro, which is based on ChatGPT by OpenAI (cf. <https://openai.com>). USERS are responsible for their voice commands to the Online Voice Assistant and must ensure that their voice commands do not violate applicable law or third-party rights (particularly copyright or privacy rights). The output of the Online Voice Assistant ("**OUTPUT**") may be incorrect, inaccurate, incomplete or offensive. USERS should not rely on OUTPUT and should evaluate OUTPUT for accuracy and appropriateness for their use case as well as, before using or disseminating OUTPUT (particularly in social media or otherwise over the internet), ensure that such use of OUTPUT does not infringe third-party rights (particularly copyright or privacy rights).

**12.4** USER shall inform ANONYMOUS GUESTS to whom they entrust VEHICLE that it is connected to MOBILE ONLINE SERVICES that USER might gain access to information on VEHICLE and thereby (indirectly) on ANONYMOUS GUEST's personal data (usage behavior, location, etc.). USER shall inform ANONYMOUS GUEST about 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/weconnect/ie/en/dataprivacy/latest/html>.

**12.5** USER remains responsible for third parties' (including ANONYMOUS GUESTS and VEHICLE passengers) use of MOBILE ONLINE SERVICES if the USER grants these third-parties access to MOBILE ONLINE SERVICES, particularly by not logging out after using VEHICLE. When using any MOBILE ONLINE SERVICE, USER must observe all warnings and information in the relevant service description. USER (as driver, owner or registered keeper 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.

**12.6** USERS have (as opposed to VOLKSWAGEN AG) the sole knowledge and control of USERS' legal and actual relationships to VEHICLE. Therefore, USERS shall solely 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.

**12.7** 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 and can execute a TRANSFER OF OWNERSHIP by assigning VEHICLE to their own VOLKSWAGEN ID as PRIMARY USER (cf. Section 7.1). BUYER can find out via VEHICLE's HMI whether VEHICLE is still assigned to a PRIMARY USER and delete the (previous) PRIMARY USER.

**12.8** PRIMARY USERS involved in TRANSFER OF OWNERSHIP (cf. Section 7.2) do (as opposed to VOLKSWAGEN AG) know and control the legal basis or other justification (sale of VEHICLE, other than temporary transfer of VEHICLE, etc.) of TRANSFER OF OWNERSHIP. Therefore, PRIMARY USERS involved in TRANSFER OF OWNERSHIP are solely responsible for the correct assignment of



VEHICLE to PRIMARY USER. Moreover, PRIMARY USERS involved in TRANSFER OF OWNERSHIP must solely settle claims between themselves based on TRANSFER OF OWNERSHIP or its reversal (cf. Section 7.2).

**12.9** In the event of a culpable violation of the obligations in this Section 12, USER shall be liable for the compensation of all damages incurred by VOLKSWAGEN AG and resulting from this violation. Further, USER shall indemnify VOLKSWAGEN AG from any third-party claims raised against VOLKSWAGEN AG and resulting from these violations.

### **13 Remuneration, due date, VAT changes**

**13.1** The amount of the remuneration to be paid by the PRIMARY USER is specified in the order process before the PRIMARY USER clicks on the order button (also cf. Section 5.4).

**13.2** In the case of fee-based LONG-TERM CONTRACTS, payment is due immediately upon conclusion of CONTRACT. If CONTRACT is entered into during a free initial term for MOBILE ONLINE SERVICES (cf. Section 16.6), the predetermined term begins and the payment is due immediately upon expiry of the free initial term.

**13.3** For SUBSCRIPTIONS a monthly payment applies; payment is due immediately upon conclusion of CONTRACT or – if CONTRACT is concluded during a current term – immediately upon the expiry of the current term. The first payment is calculated pro rata according to the remaining days of the calendar month, starting from (a) the time CONTRACT is concluded or (b) the expiry of the current term. For each subsequent calendar month, the remuneration is due on the first day of the calendar month.

**13.4** The available means of payment are specified in the order process. After authorisation by the PRIMARY USER, the means of payment specified by the PRIMARY USER shall be debited by VOLKSWAGEN AG at the respective due date in the amount of the remuneration to be paid.

**13.5** In the case of SUBSCRIPTIONS, VOLKSWAGEN AG shall be entitled to increase or reduce the total gross price if and insofar as the VAT rate applicable to the PRIMARY USER changes during the contract term due to changes in the law or a change in the PRIMARY USER's domicile, usual residence or registered office. VOLKSWAGEN AG shall inform the PRIMARY USER without undue delay about the new VAT rate applicable to the PRIMARY USER and of the new gross price resulting therefrom as well as about the PRIMARY USER's right to terminate the CONTRACT in accordance with Section 16.3.

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

**14.1** In case 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, or where (ii) the lack of conformity is of such serious nature that it is unreasonable for PRIMARY USER to first request rectification, PRIMARY USER is entitled to (a) for paid 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, (b) for paid MOBILE ONLINE SERVICES, suspend payment until MOBILE ONLINE SERVICES are in conformity, and (c) for paid and non-paid MOBILE ONLINE SERVICES, unless the lack of conformity is only minor, terminate the CONTRACT in accordance with Section 16.8. 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.

**14.2** In deviation from the provisions in Section 14.1, VOLKSWAGEN AG shall not be liable for a lack of conformity solely resulting from USER's failure to install an update within reasonable time, provided that the failure to install by USER was not due to the lack or shortcomings of the installation instructions provided by VOLKSWAGEN AG. .

**14.3** The period of time during which updates are provided under Section 9.2 does not extend the duration of the warranty or a guarantee for VEHICLE (including VEHICLE's equipment required for MOBILE ONLINE SERVICES).

**14.4** To assert PRIMARY USER's rights under this Section 14.4, PRIMARY USER can contact VOLKSWAGEN AG's Customer Care. For Customer Care contact details, please refer to Annex 1 of these CONDITIONS.

**14.5** This Section 14.4 shall not limit the statutory warranty obligations of VOLKSWAGEN AG towards PRIMARY USER.

## **15 Liability of VOLKSWAGEN AG**

**15.1** Unless otherwise provided for in Sections 15.2 to 15.6, VOLKSWAGEN AG shall be liable according to the applicable statutory provisions.

**15.2** 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 neutralized 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 providing data, content, information or transmission capacities, which may result in unavoidable disturbances, interruptions or a reduction in the performance (e.g. speed) of MOBILE ONLINE SERVICES.

**15.3** 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 providers of THIRD-PARTY SERVICES. Such data, content and information are not checked and/or modified by VOLKSWAGEN AG.

**15.4** VOLKSWAGEN AG has neither knowledge nor control of USERS' legal and actual relationships to VEHICLE. Therefore, 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. This applies particularly to legal basis or other justification (sale of VEHICLE, other than temporary transfer of VEHICLE, etc.) of a TRANSFER OF OWNERSHIP (cf. Section 7.2). Therefore, VOLKSWAGEN AG assumes no responsibility for TRANSFER OF OWNERSHIP and its reversal and the thereby effected termination of CONTRACT. Expressly excluded are any claims against VOLKSWAGEN AG caused by an unintentional or incorrect TRANSFER OF OWNERSHIP. Express reference is made to the possibility of reversing TRANSFER OF OWNERSHIP at any time; cf. Section 7.2.

**15.5** 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.

**15.6** 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.

**15.7** The limitations of liability in Sections 15.2 to 15.6 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.

**15.8** 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 15.2 to 15.6 apply accordingly. For clarification: This Section 15.8 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.

## **16 Contract Term, Termination**

**16.1** The term of CONTRACT commences upon conclusion of CONTRACT, i.e. with PRIMARY USER's receipt of the order confirmation via email (cf. Section 5.4).

**16.2** LONG-TERM CONTRACTS with an indefinite term and free supply of MOBILE ONLINE SERVICES may be ordinarily terminated (i) by PRIMARY USER by giving at least one day's notice to the end of the calendar month and (ii) by VOLKSWAGEN AG by giving at least four weeks' notice to the end of a calendar month and provided that CONTRACT had been in force for at least one year at the time of termination.

**16.3** LONG-TERM CONTRACTS with a predetermined term automatically end on expiry of the predetermined term. PRIMARY USER may ordinarily terminate LONG-TERM CONTRACTS with a predetermined term beforehand by giving at least one day's notice to the end of the calendar month. If PRIMARY USER ordinarily terminates LONG-TERM CONTRACT within the first two years of the predetermined term, PRIMARY USER shall not be entitled to a pro rata refund of the remuneration paid. In this case, MOBILE ONLINE SERVICES remain linked to VEHICLE for the entire (remaining) runtime initially agreed upon (cf. Section 7.4). The exclusion of the pro rata refund shall not apply if PRIMARY USER is a CONSUMER, and (a) only contracts which bind the PRIMARY USER for a period of less than two years are admissible under the applicable mandatory law or if (b) irrespective of the admissible binding term, a pro rata refund is mandatory under applicable law. In this case, PRIMARY USER shall be entitled to reclaim the portion of the remuneration that is arithmetically attributable to the remaining period of the predetermined term even if PRIMARY USER terminates CONTRACT within the first two years of the predetermined term. VOLKSWAGEN AG is then no longer obliged to maintain the link between MOBILE ONLINE SERVICES and VEHICLE (cf. Section 7.4), i.e. to supply MOBILE ONLINE SERVICES for VEHICLE.

**16.4** SUBSCRIPTIONS have an initial term that ends with the last day of the calendar month in which CONTRACT is concluded. With expiry of the initial term as well as with expiry of every following term, CONTRACT is automatically renewed on a rolling basis by one calendar month unless CONTRACT is terminated. PRIMARY USER or VOLKSWAGEN AG may ordinarily terminate CONTRACT by giving at least one day's notice to the end of the calendar month.

**16.5** LONG-TERM CONTRACTS and SUBSCRIPTIONS terminate upon TRANSFER OF OWNERSHIP; cf. Section 7.2. Also refer to Section 7.2 to learn how to reverse TRANSFER OF OWNERSHIP and how to restore usage data.

**16.6** Note: For some MOBILE ONLINE SERVICES, VOLKSWAGEN AG may offer CONTRACTS with a free initial term for new VEHICLES. Depending on the time of the first delivery of VEHICLE to the customer and time of conclusion of CONTRACT, this free initial term is automatically reduced by (i) the period that has elapsed since the day of the first delivery of VEHICLE to the customer, or (ii) the period that exceeds ninety days from the first delivery of VEHICLE to the customer.

**16.7** If a MODIFICATION according to Section 9.3 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 after receipt of the information about MODIFICATIONS pursuant to Section 9.3 or after the time when MODIFICATION has been supplied to PRIMARY USER by VOLKSWAGEN AG, whichever is later.

**16.8** If (i) VOLKSWAGEN AG refuses or fails to achieve conformity of MOBILE ONLINE SERVICES within a reasonable period of time and without significant inconvenience for PRIMARY USER, or where (ii) 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 terminate CONTRACT, unless the lack of conformity is only minor (cf. Section 14).

**16.9** PRIMARY USER's right to termination for good cause with immediate effect remains unaffected in any case.

**16.10** Termination of CONTRACT by the PRIMARY USER must be declared to Customer Care by email, by letter, using the contact form on MYVOLKSWAGEN or by using the termination button which is implemented via the medium through which contracts on MOBILE ONLINE SERVICES can be concluded (e.g. in the WebShop or In-Car-Shop). For Customer Care contact details, cf. Annex 1 of these CONDITIONS.

**16.11** VOLKSWAGEN AG may terminate CONTRACT for good cause. Good cause is deemed as established for VOLKSWAGEN AG in the instance of a material, culpable violation of these CONDITIONS on the part of USER, in particular if a violation of Section 122 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, or in the event of a significant payment default. 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 the appropriate notice period. In case of a significant payment default, VOLKSWAGEN will give PRIMARY USER at least two notices prior to termination. The necessity of prior notice 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.

## **17 Blocking**

In the event of material 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 16.11 and also applies to the period between the notice of the violation and its ceasing or rectification.

## **18 Mobile Keys**

**18.1** 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 to order and use mobile keys ("MOBILE KEYS") may be available for VEHICLE. MOBILE KEYS can be used by

PRIMARY USERS, SECONDARY USERS and/or GUEST USERS, provided they have a compatible mobile device with APP installed. PRIMARY USER can find more details on this on MYVOLKSWAGEN.

**18.2** MOBILE KEYS may be included in a specific service package. In that case, during the contract term, the MOBILE KEYS may be activated within a maximum period of 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 simultaneously for each VEHICLE.

**18.3** Once activated, MOBILE KEY can be used for a maximum period of one (1) year after activation on the mobile device; transfer to another mobile device is not possible.

**18.4** 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 MOBILE KEY recipient via MYVOLKSWAGEN or APP, if, at a minimum, VEHICLE or the MOBILE KEY recipient's mobile device is online when the request for deletion is made; the MOBILE 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.

**18.5** 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.

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

**18.7** 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 18.4. More details can be found in the service wallet of VEHICLE.

## **19 Final Provisions**

**19.1** The exclusive place of jurisdiction for any and all claims in connection with the CONTRACT shall be Wolfsburg, Germany, if USER does not use MOBILE ONLINE SERVICES as CONSUMER.

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

**19.3** Any disputes resulting from or in relation with CONTRACT 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 USER has their domicile, ordinary place of residence or registered office at the time of conclusion of CONTRACT applies conflict with the application of German law.

**19.4** VOLKSWAGEN AG reserves the right to assign 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 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.

## 20 Dispute Resolution

**20.1** This Section°20 only applies to CONSUMERS having their domicile, ordinary place of residence or registered office in a member state of the European Economic Area and does not affect the statutory regulations regarding alternative consumer dispute resolution that may exist in countries outside the European Economic Area.

**20.2** VOLKSWAGEN AG is neither willing nor obliged to participate in a dispute resolution procedure before a consumer dispute resolution body.

**20.3** For the avoidance of doubt: this Section°20 does not limit 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)

- <https://www.volkswagen.be/fr/proprietaires-et-services/my-volkswagen-et-we-connect/cic.html>

- <https://www.volkswagen.be/nl/eigenaars-en-services/my-volkswagen-en-we-connect/cic.html>

Bosna i Hercegovina: [0800-82909](tel:0800-82909) <https://www.myvolkswagen.net/ba/bs/myvolkswagen/cic.html>

България: [00800-2100375](tel:00800-2100375) <https://www.myvolkswagen.net/bg/bg/myvolkswagen/cic.html>

Česká republika: [800 142244](tel:800-142244) <https://www.myvolkswagen.net/cz/cs/myvolkswagen/cic.html>

Cyprus: [8009-8376](tel:8009-8376) <https://www.vw.com.cy/en/owners-and-users/myvolkswagen/cic.html>

Danmark: [80-886303](tel:80-886303) <https://www.volkswagen.dk/da/konnektivitet-og-mobile-tjenester/myvolkswagen/cic.html>

Deutschland: [0800 – 40 888 00](tel:0800-4088800) <https://www.volkswagen.de/de/besitzer-und-service/ueber-ihr-auto/hilfe-und-dialogcenter/cic.html>

Eesti / Эстония: [800-0112006](tel:800-0112006) <https://www.volkswagen.ee/et/as-3/myvolkswagen/cic.html>

Ελλάδα: [+30 21-11989832](tel:+30-21-11989832) <https://www.volkswagen.gr/el/owners-and-users/myvolkswagen/cic.html>

España (Península y Baleares): [800 810 320](tel:800-810-320) <https://www.volkswagen.es/es/clientes/myvolkswagen/cic.html>

España (Islas Canarias, Ceuta y Melilla): [800-098460](tel:800-098460) <https://www.vwcanarias.com/es/posventa/myvolkswagen/cic.html>

France: [0805 – 112197](tel:0805-112197) <https://www.volkswagen.fr/fr/entretenir-ma-volkswagen/myvolkswagen/cic.html>

Hrvatska: [+49 05361-379377-0](tel:+49-05361-379377-0) , [+49 05361-379377-2](tel:+49-05361-379377-2) <https://www.myvolkswagen.net/hr/hr/myvolkswagen/cic.html>

Ísland: [800-4158](tel:800-4158) <https://www.volkswagen.is/is/fyrir-eigendur/myvolkswagen/cic.html>

Ireland: [1800-930066](tel:1800-930066) <https://www.volkswagen.ie/en/connectivity/help-for-apps-and-digital-services.html>

Italia: [800 – 149 846](tel:800-149846) <https://www.volkswagen.it/it/area-clienti/myvolkswagen/cic.html>

Japan: [0120-993-199](tel:0120-993-199) <https://www.volkswagen.co.jp/ja/inquiry.html>

La Réunion: [0262 920 000](tel:0262-920-000) <https://www.volkswagen.fr/fr/entretenir-ma-volkswagen/myvolkswagen/cic.html>

Latvija / Латвия: [800-05769](tel:800-05769) <https://www.volkswagen.lv/lv/as-3/myvolkswagen/cic.html>

Lietuva / Литва: [8-800-30723](tel:8-800-30723) <https://www.volkswagen.lt/lt/as-3/myvolkswagen/cic.html>

Luxemburg / Luxembourg: [800-22472](tel:800-22472) <https://www.volkswagen.lu/fr/conducteurs-et-proprietaires/myvolkswagen/cic.html>

Magyarország: [0680-021421](tel:0680-021421) <https://www.myvolkswagen.net/hu/hu/myvolkswagen/cic.html>

Македонија / Макеdoni: [0800-80464](tel:0800-80464) <https://myvolkswagen.net/mk/mk.html>

Malta: [800-62948 https://www.volkswagen.com.mt/en/owners-and-users/myvolkswagen/cic.html](https://www.volkswagen.com.mt/en/owners-and-users/myvolkswagen/cic.html)

Nederland: [0800-0200453 https://www.vwbedrijfswagens.nl/nl/digitale-diensten-en-apps/myvolkswagen/cic.html](https://www.vwbedrijfswagens.nl/nl/digitale-diensten-en-apps/myvolkswagen/cic.html)

Norge: [800-12651 https://www.volkswagen.no/no/min-volkswagen/myvolkswagen/cic.html](https://www.volkswagen.no/no/min-volkswagen/myvolkswagen/cic.html)

Österreich: [0800-012325 https://www.myvolkswagen.net/at/de/myvolkswagen/cic.html](https://www.myvolkswagen.net/at/de/myvolkswagen/cic.html)

Polska: [00800-1216777 https://www.volkswagen.pl/pl/connected-car/myvolkswagen/cic.html](https://www.volkswagen.pl/pl/connected-car/myvolkswagen/cic.html)

Portugal: [800 897206 https://www.myvolkswagen.net/pt/pt/myvolkswagen/cic.html](https://www.myvolkswagen.net/pt/pt/myvolkswagen/cic.html)

România: [031-2295251 https://www.myvolkswagen.net/ro/ro/myvolkswagen/cic.html](https://www.myvolkswagen.net/ro/ro/myvolkswagen/cic.html)

Schweiz / Svizzera / Suisse: [0800-803307](https://www.volkswagen.ch/de/dienstleistungen/myvolkswagen/cic.html)

- <https://www.volkswagen.ch/de/dienstleistungen/myvolkswagen/cic.html>

- <https://www.volkswagen.ch/fr/services/myvolkswagen/cic.html>

- <https://www.volkswagen.ch/it/servizi/myvolkswagen/cic.html>

Србија: [0800-300173 https://www.myvolkswagen.net/rs/sr/myvolkswagen/cic.html](https://www.myvolkswagen.net/rs/sr/myvolkswagen/cic.html)

Shqipëri: [+355-4-5300896 https://www.myvolkswagen.net/al/sq/myvolkswagen/cic.html](https://www.myvolkswagen.net/al/sq/myvolkswagen/cic.html)

Slovenija: [0800-82026 https://www.myvolkswagen.net/si/sl/myvolkswagen/cic.html](https://www.myvolkswagen.net/si/sl/myvolkswagen/cic.html)

Slovenská republika: [0800-002570 https://www.myvolkswagen.net/sk/sk/myvolkswagen/cic.html](https://www.myvolkswagen.net/sk/sk/myvolkswagen/cic.html)

Suomi: [0800-913226 https://www.volkswagen.fi/fi/innovaatiot-ja-teknologia/myvolkswagen/cic.html](https://www.volkswagen.fi/fi/innovaatiot-ja-teknologia/myvolkswagen/cic.html)

Sverige: [0200-883424 https://www.volkswagen.se/sv/aga-en-vw/myvolkswagen/cic.html](https://www.volkswagen.se/sv/aga-en-vw/myvolkswagen/cic.html)

Україна: [0800-503887 https://www.myvolkswagen.net/ua/uk/myvolkswagen/cic.html](https://www.myvolkswagen.net/ua/uk/myvolkswagen/cic.html)

United Kingdom: [0800 - 279 750 8 https://www.volkswagen.co.uk/en/myvolkswagen/cic.html](https://www.volkswagen.co.uk/en/myvolkswagen/cic.html)

If your telephone provider does not support this toll-free number, please call 01-6533522. The costs are based on the relevant rate charged by your provider. If calling from abroad, roaming charges may apply.

## **Annex 2: Instructions on withdrawal of consent**

### **I. Right to withdraw consent**

**You have the right to withdraw from this contract within fourteen days without giving reasons. The period of the right to withdraw consent runs for 14 days from the date of contract conclusion. To exercise your right to withdraw consent, you must notify us (VOLKSWAGEN AG, Berliner Ring 2, 38440 Wolfsburg (Germany), Telephone number for all countries: 0800 - 408 88 00, FINLAND: 990 - 800 433 473 28, HUNGARY: 001 - 800 433 473 28, email address: [contract-support@volkswagen.de](mailto:contract-support@volkswagen.de)) with a clear declaration (e.g. a letter sent by postal service or an email) of your decision to withdraw your consent to this contract. You may use the sample Withdrawal of Consent form attached, but this is not mandatory. In order to comply with the withdrawal period, it is sufficient to send the notice for exercising the right to withdraw consent before the withdrawal period expires.**

### **II. Consequences of the withdrawal**

**If you withdraw from this contract, we must refund you all payments that we have received from you, including delivery costs (except any additional costs due to your choosing a delivery method other than the cheapest standard delivery we offer). This will be done promptly, not more than 14 days from the day we receive notice of your withdrawal from the contract. We will use the same**



**payment method for the repayment amount that you used in the original transaction, unless otherwise explicitly agreed with you; under no circumstances will you be charged as a result of this repayment amount.**

### **III. Withdrawal form template**

**(If you wish to withdraw from this contract, please complete and return this form).**

**To: VOLKSWAGEN AG**

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

**Email: [contract-support@volkswagen.de](mailto:contract-support@volkswagen.de)**

**I/we () hereby withdraw from the contract concluded by myself/us () for the purchase of the following goods ()/the provision of the following service () (\*)**

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

**Name of the consumer(s):**

**Address of the consumer(s):**

**Signature of the consumer(s) (only if sent on paper)**

**Date:**

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**(\*) Delete as applicable.**

## **Naming-Share Alike 4.0 International**

By exercising the licensed rights (as defined below), you are giving your legally binding consent to the conditions of this Creative Commons Naming – Share Alike 4.0 International Public Licence ("Public Licence"). Insofar as this Public Licence is considered to be a licensing agreement, the licensor grants you the licensed rights named in the Public Licence in exchange for your acceptance of the licence conditions and grants you the corresponding rights with regard to advantages that the licensor has by making the licensed material available under these conditions.

### **Section 1 – Definitions**

a. **Modified material** designates material that is protected by copyrights or similar rights and that is derived from the licensed material or builds on the licensed material and in which the licensed material is translated, rearranged, redesigned or otherwise contained modified in a way that requires consent due to the copyright or similar rights of the licensor. In the context of this Public Licence, a modified material always develops when the licensed material is music, a presentation or a sound recording and used for scoring moving pictures.

b. **Modification licence** refers to the licence that you grant with regard to your copyright or similar rights to your contributions to the modified material in accordance with the conditions of this Public Licence.

c. **BY-SA compatible licence** Refers to a licence named under <https://creativecommons.org/compatiblelicenses> that Creative Commons has recognised as materially equal to this Public Licence.

d. **Copyright and similar rights** refers to the copyright and/or similar rights that are closely related to the copyright, in particular including the right of the performing artist, the right to transmission, sound recording and the Sui-generis database right, regardless of how these rights are named or categorised. In the context of this Public Licence, the rights listed in Section 2(b)(1)-(2) are not viewed as copyright or similar rights.

e. **Effective technical protective measures** refers to those measures that must not be bypassed without the corresponding permission in accordance with statutory regulations on the basis of Article 11 of the WIPO Copyright Treaty dated 20 December 1996 and/or similar international agreements.

f. **Exceptions and limitations** refers to Fair Use, Fair Dealing and/or any other exception or limitation of the copyright or similar rights that apply to your use of the licensed material.

g. **Licence elements** refers to the licence characteristics that are listed in the designation of a Creative Commons Public Licence. The licence elements of this Public Licence are Naming and Share Alike.

h. **Licensed material** refers to works of literature or art, the database or other material that the licensor has listed under this Public Licence.

i. **Licensed rights** refers to the rights granted to you under the conditions of this Public Licence, which are limited to those copyrights and similar rights that apply to your use of the licensed material and that the licensor is authorised to license.

j. **Licensor** refers to the natural or legal person(s) who grants (or grant) rights under this Public Licence.

k. **Disclosure** refers to making material available to the public using any means or processes that require consent in accordance with the licensed rights, such as duplication, public performance, public presentation, sales, distribution, public display or adoption and providing public access and /or making it available in such a way that members of the public can access the material from locations and at times of their choice.

l. **Sui-generis database rights** refers to rights that are not copyrights but founded on Directive 96/9 /EC of the European Parliaments and the Council dated 11 March 1996 on the legal protection of databases in their applicable valid version and/or their subsequent regulations as well as other materially similar rights elsewhere in the world.

m. **You** refers to the natural or legal person who makes use of licensed rights under this Public Licence. **Your** has the corresponding meaning.

## Section 2 – Scope

### a. Licensing

1. Under the conditions of this Public Licence, the licensor grants you a worldwide, remuneration-free, non-sublicensable, non-exclusive, irrevocable licence to exercise the licensed rights to the licensed material to:

A. duplicate and disclose the licensed material in its entirety or in parts; and

B. create, duplicate and disclose modified material.

2. **Exceptions and limitations** Let it be clear that, wherever legal exceptions and limitations apply to your use, this Public Licence does not apply and you are insofar released from observing its conditions.

3. **Period** The period of this Public Licence regulated in Section 6(a).

4. **Media and formats; authorisations of technical modifications** The licensor authorises you to exercise the licensed rights in all known and future media and formats and make the subsequently required technical modifications. The licensor waives any exercise and/or ensures the non-exercise of any rights and authorisations to prohibit you from making technical modifications that are necessary to be able to exercise the licensed rights, including those that are required for circumventing effective technical protective measures. In the context of this Public Licence, there is no modified material insofar as only modifications are made that are permissible in accordance with this Section" 2(a)(4).

5. **Subsequent recipients**

A. **Offer of the licensor – licensed material** Every recipient of the licensed material automatically receives an offer from the licensor to exercise the licensed rights under the conditions of this Public Licence.

B. **Additional offer of the licensor – modified material** Anyone who receives modified material from you will automatically receive an offer from the licensor to exercise the licensed rights to the modified material under the conditions of the modification licence you have assigned.

C. **No limitations for subsequent recipients** You cannot demand additional or deviating conditions or apply them to the licensed material or apply effective technical measures to it if this would limit the exercising of the licensed rights by recipients of the licensed material.

6. **Contextual indifference** . This Public Licence does not substantiate the permission to claim or create the impression that you or your use of the licensed material is connected with the licensor or the attribution parties in accordance with Section 3(a)(1)(A)(i) or that you are supported, endorsed or officially recognised by them.

b. **Other rights** .

1. Moral rights, such as for the protection of work deletions, are not included in the licensing with this Public Licence as is the right to privacy, data protection and/or similar personal rights. Equally, the licensor waives of such rights and/or their assertion unless this is necessary and possible for your ability to exercise the licensed rights, but not beyond that.

2. Patent and trademark rights are not licensed by this Public Licence.

3. If possible, the licensor waives remuneration through you for the exercising of the licensed rights, not only directly but also collected through a copyright collective, regardless of the voluntary or negotiable legal or compulsory licensing mechanism. In all other cases, the licensor explicitly reserves all rights to demand remunerations.

**Section 3 – Licence conditions**

Your exercising of the licensed rights is explicitly subject to the following conditions

#### **a. Naming**

1. If you disclose the licensed material (including in modified form), you must:

A. retain the following information insofar as the licensor has included it with the licensed material:

i. the name of the creator(s) of the licensed material and others, who are provided for naming (including by pseudonym, if indicated), in each form required by the licensor that is suitable;

ii. a copyright annotation;

iii. a reference to this Public Licence;

iv. a reference to the exclusion of liability;

v. insofar as reasonably practicable, a URI or hyperlink to the licensed material;

B. indicate if you have modified the licensed material, and retain all previous change information; and

C. indicate that the licensed material is subject to this Public Licence and include its text or URI or a hyperlink to it.

2. You can meet the conditions of Section 3(a)(1) in any reasonable form, depending on the medium, means and context in and/or with which you disclose the licensed material. For example, it can be adequate to meet the conditions by indicating a URI or hyperlink to a source that contains the required information. If the licensor requests it, you must remove the information that is required in accordance with Section 3(a)(1)(A) insofar as this is reasonably practicable.

#### **b. Share Alike**

In addition to the conditions in Section 3(a), the following conditions apply in case you are disclosing modified material that you have created yourself.

1. The modification licence that you assign must be a Creative Commons licence of this or a later version with the same licence elements or a BY-SA compatible licence.

2. You must include the text or a URI or hyperlink to the modification licence you selected. You can meet this condition in any reasonable form, depending on the medium, means and context in and/or with which you disclose the modified material.

3. You cannot offer additional or deviating conditions or apply them to the modified material or apply effective technical measures to it if this would limit the exercising of the licensed rights to the modified material that you are granting under the modification licence.

### **Section 4 – Sui-generis database rights**

Insofar as the licensed rights contain Sui-generis database rights, that are applicable to your use of the licensed material, the following applies:

- a. it must be clear that Section 2(a)(1) grants you the right to retrieve, further use, duplicate and disclose the entire contents of the database or significant parts of it;
- b. if you include all contents of the database or significant parts of it in a database to which you have Sui-generis database rights, then the database to which you have Sui-generis database rights (but not its individual contents) as modified material, in particular with regard to Section 3(b); and
- c. you must observe the conditions in Section 3(a) if you disclose all database contents or significant parts of it.

It must be clear that this Section 4 merely enhances your responsibilities from this public licence and that it does not replace it insofar as the licensed rights contain other copyrights or similar rights.

## **Section 5 – Exclusion of warranty and limitation of liability**

- a. **Unless the licensor separately declares something different and to the extent that this is possible, the licensor offers the licensed material as is and as it is available and does not promise specific characteristics with regard to the licensed material, neither explicitly nor implied or otherwise, and excludes warranty of any kind, including the statutory warranty. In particular, this includes the freedom from defect of title, marketability, suitability for a specific purpose, protection of third-party rights, freedom from (including hidden) material defects, accuracy and the existence or non-existence of errors, regardless of whether they are known, unknown or recognisable. Where exclusions of warranty are not permissible, entirely or partially, the existing exclusion may not apply to you.**
- b. **Insofar as this is possible, the licensor is not liable to you in accordance with any legal construct (particularly including negligence) or otherwise for any direct, specific, indirect, incidental, consequential, punitive exemplary or other losses, costs, expenditures or damages arising from the existing public licence or the use of the licensed material, even if the licensor has been advised of the possibility of such losses, costs, expenditures or damages. Where limitations of liability are not permissible, entirely or partially, the existing exclusion may not apply to you.**
- c. The exclusion of warranty and the limitation of liability above must be laid out so that they come as close as possible to an absolute exclusion of liability and warranty.

## **Section 6 – Term and termination**

- a. This Public Licence is valid until the expiration of the copyright term of the copyright and the similar rights that are hereby licensed. Nevertheless, your rights from this Public Licence expire automatically if you do not observe the provisions of this Public Licence.
- b. If your right to the use of the licensed material has expired in accordance with Section 6(a), it is revived:
  - 1. automatically at the time when the violation is ceased insofar as this occurs within 30 days from the time you became aware of the violation; or
  - 2. by explicit reinstatement by the licensor. It must be clear that this Section 6(b) does not limit the rights of the licensor to demand compensation for your violation of this Public Licence.
- c. It must be clear that the licensor can also offer the licensed material under different conditions or discontinue the distribution of the licensed material at any time; nevertheless, this will not cause this Public Licence to expire.

d. Sections 1, 5, 6, 7 and 8 remain in effect even after this Public Licence has expired.

### **Section 7 – Other conditions**

a. The licensor is not bound to any additional or deviating conditions required by you unless they were explicitly agreed to.

b. Any circumstances, assumptions or agreements with regard to the licensed material that are not named here are separate and independent from the conditions of this Public Licence.

### **Section 8 – Interpretation**

a. It must be clear that this Public Licence is not intended to imply or be interpreted in such a way that such uses of the licensed material are reduced, limited, restricted or under conditions, that are permissible without authorisation from this Public Licence.

b. Insofar as this is possible, if a clause of this Public Licence is not enforceable, this clause must automatically be adapted at the minimum necessary level to make it enforceable. If the clause cannot be adapted, it should be separated from this Public Licence without affecting the enforceability of the remaining conditions.

c. No condition of this Public Licence is waived and no violation of it is considered as accepted unless the licensor has explicitly agreed to it.

d. Nothing in this Public Licence will lead to a restriction or revocation of privileges and immunities that the licensor or you are entitled to, particularly on the basis of statutory regulations of any legal system or legal position, or interpreted to mean that.